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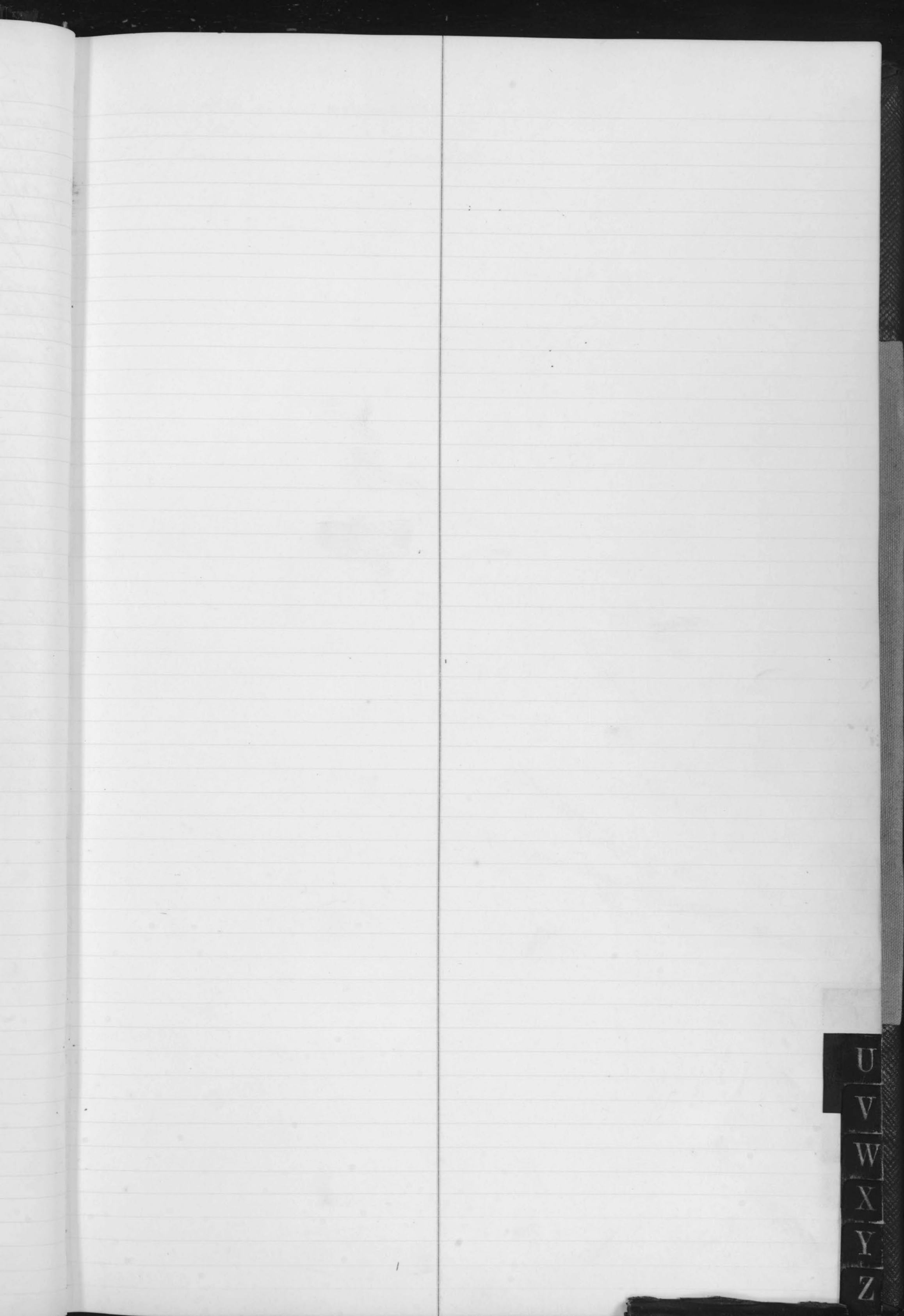
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Monday, April 9th AD 1894.

The State of Ohio,
County of Union, ss.

This Separate Session of the Court of Common Pleas, of the 10th Judicial District, and Third Subdivision, 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 Four, held in the Court House, in ^{the City of} Marysville, County and State aforesaid; was begun on the first Monday, the ninth day of April, in the year aforesaid.

Present,

Now John A Price,

Judge of the Court of Common Pleas,

of the 3rd Subdivision, 10th Judicial District of Ohio,

Wm S Swadgrass,

Sheriff of Union County Ohio

Attest,

R M Crony,

Clerk of the Court of Common Pleas, of Union County Ohio,

The Writ facias for a Grand Jury, heretofore issued, and returnable this 9th day of April at 9 o'clock A.M. was duly returned by the Sheriff, with his indorsement thereon, as follows to wit:

1894, April 9th - Served the within named jurors, as follows to wit. The State of Ohio, Union County, ss:

On the 12th day of March 1894, I received this writ, and served the same on the several persons therein named, at the times and in the manner placed opposite their names, and endorsed thereon

Wm S Swadgrass Sheriff,

- | | | |
|-----------------------|----------------|-----------------|
| Wood Ingram, | served Mar 12, | by postal card, |
| Seay J C, | " " " | " " " |
| Parish J W | " " " | " " " |
| Mahaffey John W | " " " | " " " |
| Richey Adam | " " " | " " " |
| Green Joseph B | " " " | " " " |
| Meyers Joshua M | " " " | " " " |
| Robertson G M | " " " | " " " |
| Carpenter W S | " " " | " " " |
| Marriott Joshua P | " " " | " " " |
| Schuderer Christopher | " " " | " " " |
| Powell John | " " " | " " " |
| Maskell, R S, | " " " | " " " |
| Emmert George | " " " | " " " |
| Reed Alford | " " " | " " " |

And upon calling the same in open court, all of the above named jurors to wit, J C Seay, John W Mahaffey Adam Richey Joseph B Green, Joshua M Meyers, G M Robertson, W S Carpenter, Joshua P Marriott, Christopher Schuderer John Powell, R S Maskell, and George Emmert, answered to their names,

and for good cause shown, the Court excused, J. Ingram Wood, J. W. Parrish, and Olford Reed, and the panel being incomplete the Sheriff summoned, as talesmen to complete the same, the following named persons, A. D. Crawford, William Winget and Jehu Ryan, -

And the panel being full, the Court appointed, G. Robertson foreman of the Grand Jury, and he with his fellow Jurymen took the oaths in the 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 rooms by the Sheriff.

- The following named persons compose the grand Jury to wit:
- | | | |
|-----------------------------------|----------------------|--------------------|
| 1 Granville S. Robinson, Foreman, | 8 Joshua M. Marston, | 12 Geo Ernest, |
| 2 J. C. Sawyer, | 9 Joseph B. Green, | 13 A. D. Crawford, |
| 3 John W. Mahaffy, | 10 John Powell, | 14 Wm Winget, |
| 4 Adam Rekey, | 11 R. S. Maskell, | 15 Jehu Ryan |

6479 W.S. Rogers, admr &c }
vs
John Ophile et al }

This day came on this cause to be heard and it appearing that the subject matter in dispute has been settled by the former order of the Court, this cause is ordered left of the docket, and that the plaintiff pay the costs herein made out of the estate of Nancy Rogers,

6319 O.E. Lincoln }
vs
W.G. Root }

This day came the plaintiff and dismissed this cause without prejudice. It is therefore considered by the Court that this cause be dismissed without prejudice to the right to bring another action, and that the defendant recover of plaintiff their costs herein, execution awarded, costs taxed.

6616 T.P. Shields }
admr &c, of A. Kenton decd }
vs
B. Kenton }

This day came the plaintiff and dismissed this cause. It is therefore considered by the Court that this cause be dismissed without prejudice to another action, and that defendant recover of plaintiff his costs taxed to \$
No Record

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

6462

6443

4145

5701

Tuesday, April 10th A.D. 1894

Court convened at 8 1/2 o'clock this morning, pursuant to adjournment,

6442 } James Beard et al
vs
Jef Grindle

This day came on this cause, and thereupon plaintiff dismissed this cause, and thereupon this cause is dismissed, and it is ordered by the court that defendant recover of plaintiff his costs herein taxed to \$-

6443 } Fleetwood Overright
vs
L J Taylor

Continued by agreement, -

4145 } W M Robinson
vs
P. C & S L Ry Co

This cause is continued, with leave to plaintiff to file an amended petition in sixty days.

5701 } William W Merchant
Guardian &c
vs
Nest E Liggett admr et al

This cause coming on to be heard upon the petition and the evidence, and the defendants each 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 Five hundred and eighty-nine & 40/100 dollars, (\$589 40)

And the court further find that the said Luther Liggett deceased as principal on said bond, and that Nelson P Thompson deceased and John C Price deceased, were sureties on said bond.

It is therefore considered and adjudged by the court, that the plaintiff William W Merchant, as guardian of Charles E, and Lewis A DeMay, recover from the defendants, Nest E Liggett, as administrator of Luther Liggett deceased, James W Robinson as executor of Nelson P Thompson deceased, and John F Bennett as administrator of John C Price deceased, the said sum of Five hundred and eighty nine, and 40/100 dollars, (\$589 40) and his costs herein expended, Total to \$- and it is further found by the court that there is one hundred and four (\$104 00) dollars in the hands of C. D. Chapman, James Honey and Nathan Howard, Trustees of said Luther Liggett, and which amount said Trustees, are ordered to pay over to said plaintiff, to be applied on said judgment against the said Luther Liggett deed, Nelson P Thompson and John C Price deceased - Thereupon, Court adjourned, till tomorrow morning at 9 o'clock.

Wednesday, April 11th 1894.

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

6666 Charles Meyers
vs
Ohio Farmers Insurance
Company

This day came the plaintiff and demised this action. It is therefore considered by the court that this cause be dismissed, without prejudice to another action and that the plaintiff pay the costs taxed at \$

6664 Ray Mullen by
his next friend, Lafayette Mullen
vs
The Davis Chair Company

This day came the parties with their attorneys, and with the approval of the court settled this cause as follows; The said Davis chair company has in open court paid the plaintiff the sum of one hundred and twenty five dollars, which sum is in full of all claims due either to the said Ray Mullen, or Lafayette Mullen, and in full of all bills for physicians services, and all claims upon said defendants growing out of the accident described in the petition, and the court being satisfied that the best interests of said Ray Mullen will be served by said settlement approves and confirms the same, to be rendered as the judgment of the court herein,

Court adjourned at 8 o'clock tomorrow morning

Thursday, April 12th 1894,

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

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

- | | | |
|--------------------|-----------------------|-------------------|
| 1 J. C. Swiry. | 6 G. S. Robertson | 11 R. S. Maskell |
| 2 John W. Mahaffy | 7 W. S. Carpenter | 12 George Emment |
| 3 Adam Richey | 8 Joshua P. Marriot | 13 U. D. Crawford |
| 4 Joseph D. Green | 9 Christopher Scheder | 14 Wm M. Winget |
| 5 Joshua M. Meyers | 10 John Powell, | 15 John Ryan |

and presented to the Court through their foreman, G. S. Robertson, their certain bill of indictment against James Beaver, for "Assault and Battery", indorsed a true Bill.

G. S. Robinson, foreman of grand jury

And also their certain other bill of Indictment against John Burton for Burglary and Larceny, - indorsed "a true Bill"

G. S. Robertson foreman of
The grand jury

The Grand Jury also make the following general report to wit:
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, 1894, beg leave to report that they have in session four days, and herewith returned 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 twenty nine 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.

We recommend a thorough removal of the present pipes, basins and other apparatus pertaining to the sanitary plumbing of the County Jail, and a perfect renewal thereof to be made at once, - finding the present sanitary arrangements of the County Jail to be in a very bad and noxious condition, detrimental to health and cleanliness. We also recommend that a better and complete ventilation of the whole prison be effected.

Respectfully Submitted,

G. S. Robinson Foreman

April 12 1894.

Thursday April 12 1894

Robert W Thompson admor
of James Thompson decd

5962

vs
W S Rogers.

This day came the plaintiff and by leave
of the Court withdraws his reply to the defendant's answer
and thereupon this case is by consent of plaintiff and
defendant submitted to the Court, and the right of trial
by jury is waived, and the Court being fully advised
in the premises do find for the plaintiff, that there is
due from ~~the~~ said defendant the sum of Fifteen
hundred Dollars, being the amount of the said notes
due December 1st 1880, after crediting thereon \$640,
alleged to have been paid thereon, as insurance money,
as alleged in said answer,

It is therefore considered and adjudged by the Court
that plaintiff as such Administrator recover of defendant
said sum of fifteen hundred Dollars, and his costs
hereto taxed, to \$

5638.

6678

Monday, April, 16th 1894,

Court convened pursuant to adjournment, at 1 1/2 o'clock this afternoon.
present Hon John A Price Judge,
Wm H. Judgmaso, Sheriff

Attest R M Conroy,
Clerk of Courts,

5638.

George Brandall
vs
A. Wootenworth et al

This day this cause came on for hearing on the report of the Receiver herein filed, and the court find the same correct, and the court do approve and confirm the same, and said Receiver John F Binnett is hereby ordered to pay the money in his hands to wit, sixteen hundred and fifty three and 80/100 dollars to the clerk of this court,

6678

William L Sanders
vs
Minnie Lee et al

And now this cause coming on to be heard upon the petition and the evidence, the Court find that all the defendants have had due and legal notice of the pendency and demand of the said petition, and that they are in default for answer and demurrer.

Thereupon the court further find that the plaintiff and the defendants hereinafter named, are tenants in common in the estate described in the petition; That the plaintiff William L Sanders, has a legal right to the "Two equal one fifth parts thereof, and that the defendants, Minnie Lee, Irene Farman and Lizzie Cary have each a legal right to the one equal "One fifth part thereof, and that the plaintiff is entitled to have partition of said estate made, as prayed for in the petition.

It is therefore ordered adjudged and decreed, that partition of said estate be made in favor of all parties in interest, and that Lawson B Harvey, John B Taylor and Thomas M Brannan, three disinterested, & judicious freeholders of the vicinity are hereby appointed commissioners to make the same, and it is ordered that a writ of partition issue to the Sheriff of Union County commanding him by the oath of the commissioners 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 severally above found entitled, and of his proceedings herein said Sheriff is ordered to make due returns,

Monday April 16th 1894.

6630, Lawrence Martin and
Robert Sander, plaintiffs }
vs
William Moodie }
defendant }

This day came this cause to be heard
on the Motion of defendant to strike from the plaintiffs reply
alleged Surplus Matter, whereupon the court being fully
advised in the premises do overrule said Motion to which
ruling of the court defendant excepts,

Thereupon Court adjourned till 8 1/2 o'clock tomorrow morning

Tuesday, April 17th 1894.

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

Eli P Rogers. }
vs
W.D. Rogers et al }

This day came the parties herein, by their attorneys also came the following named persons, as jurors, to wit:
1 Allen Figley 5. Chris Stultz 9 John Baughman
2 Wm Elliott 6 Asa Smart 10 Amasa Phelps
3 Henry Poling 7 Thomas Mulcahy 11 M.C. Burmeister
4 John E. Harriman 8 Thomas Paley 12 James Shirts
who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

Edwin K Perkins et al }
vs
Alf Scott et al. }

6488

This day came the parties, and by consent submitted this cause to the court, to find the amount due plaintiffs from the defendants on the pleadings and evidence, - thereupon the court find the amount not denied in said answer, to be \$344.⁴⁰ and interest thereon from the 25th day of June 1892 amounting to \$381.92 Therefore it is considered and adjudged by the court that the plaintiff recover from the said defendants said sum of three hundred and eighty one and 92/100 dollars the said amount not denied by the pleadings, to be due as to the amount denied by said defendant Alfred Scott and A T Arthur as administrator of the estate of Absalom Leggett. This cause is continued on motion of said defendants and at their costs for the term,

Moses Thompson }
vs
B V Buffington }

This day came on this cause on the motion of the plaintiff for leave to file his amended petition whereupon the court being fully advised in the premises do sustain said motion and grant leave to file an amended petition, and the same ^{now} filed, and the question of terms of filing the same as to costs heretofore incurred in this case is reserved for decision on the final trial of this cause,

And the jury having heard the evidence ^{advised} in part, said cause was continued until tomorrow morning at 9 o'clock,

April 18th 1894 - Wednesday

Court convened at 9 o'clock this morning pursuant to adjournment.
The same officers of the Court in attendance as on yesterday.

6678 }
William Sanders }
vs }
Minnie Lee et al }

On Motion to the Court by the plaintiff and upon producing the return of the Sheriff, and the report of the commissioners heretofore appointed by the Court herein, and the said having been examined by the Court and found in all respects correct, and in conformity to law, and the former order of this Court; the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said parties William Sanders, Minnie Lee, Irene Farnham, and Lizzie Cary, hold in severally the part and premises so set of and assigned to each respectively.

And the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties put upon record, in the office of the recorder of this county.

And it is further ordered that the costs of this action, including an attorney fee of \$133.⁵⁰ to W. W. Merchant for service herein; taxed at \$ be paid by said parties in the following proportion to wit: To the said William L. Sanders, the one equal two fifths (2/5) part; - To Minnie Lee, Irene Farnham and Lizzie Cary each the one equal one fifth (1/5) part thereof. And execution is hereby awarded.

6671 }
Clara P. Maloy }
vs }
Nettie Collette et al }

It appearing to the Court that the defendant George Hammond is a minor over 14 years of age, and has neglected for twenty days from return of the summons served upon him to apply for a Guardian. On motion of the plaintiff J. N. Robinson is hereby appointed Guardian for the suit for said minor defendant. And now comes said J. N. Robinson in open Court and accepts said appointment and files his answer herein.

908

6671 }
Clara P. Maloy }
vs }
Nettie Collette et al }

And now this cause coming on to be heard on the petition, answers and evidence, the Court find all parties have had due and legal notice that the plaintiffs and the defendants hereinafter named are tenants in common in the estate described in the petition. That Jonathan Hammond is entitled to dower in the undivided one half of

said premises and that subject thereto the plaintiff
 Elard P. Maloy has a legal right to the one-twelfth of
 said premises. The said Jonathan Hammond
 is entitled to the one half of said premises $\frac{1}{4}$
 Nettie Collette, Jennie Gordon, George Hammond, Emory
 Hammond $\frac{1}{4}$ Rose Congrove are each entitled to the
 one-twelfth part of said premises subject to said dower.
 The plaintiff is entitled to have partition of
 said lands 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 said Jonathan Hammond in
 the undivided one-half of said premises. And
 Roy Morse, Marion Hopkins $\frac{1}{4}$ A. S. Mowry 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 in the opinion of said
 Commissioners it would be for the interest of the par-
 ties to do so they appraise said lands free of said
 dower so that said Jonathan Hammond may have
 money in lieu thereof.

And it is ordered that a writ issue to the Sheriff
 of Union County commanding him that by the oaths
 of the Commissioners above named he cause to be set
 off and divided to each of the above parties the parts
 and proportion of said estate to which they are herein-
 before severally found entitled, or if this cannot be done
 without manifest injury then that they return their
 appraisement of said property. And of his pro-
 ceedings the said Sheriff is ordered to make due return

908 }
 The State of Ohio }
 vs }
 John Burton }

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 the court being fully advised in the premises; it is
 ordered and adjudged by the court that the said John Burton
 defendant be, imprisoned and confined in the penitentiary
 of this State and kept at hard labor, but without any solitary
 confinement for the period of one year, and that he pay the
 costs of this proceeding for which execution is awarded.

Wednesday, April 18th AD 1894

The State of Ohio }
vs }
Frank Tamer }

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 County, and the prosecuting attorney doeth the like, and it appearing that said defendant is in indigent ~~poor~~ circumstances, and unable to employ Counsel, the Court at his request assign E.W. Porter as counsel to defend him,

6543, E.P. Rogers }
vs }
W.D. Rogers et al }

This day again came the said parties, by their Attorneys, and also came the Jury heretofore impaneled and sworn herein, and the said Jury having heard the remaining testimony, the arguments, and charge of the Court, retired to their room ^{in charge of the Sheriff} for deliberation

And now comes the said Jury in 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 \$164²⁵

Dated April 18 1894

M. Estabrook Foreman,

905

6668 Corneilie Ford }
vs }
Sarah Swallow et al }

This day this cause came on for hearing, on demurrer to the 1st 2^d & 3^d counts of actions set up in the petition, and the Court being fully advised in the premises do sustain said demurrer to all of said causes of action, plaintiff asked and obtained leave to amend his petition in 30 days, and said cause was continued.

6579 C.B. Gartner,

vs }
The German Lutheran Church }
This day this cause came on to be heard on the demurrer of the plaintiff to the 3^d ground of defense set up in the answer of the defendant to the ^{amended} petition of the plaintiff, and the Court after hearing the argument of Counsel, sustains said demurrer. To which ruling, decision and judgment of the Court the defendant then and there excepted

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

Thursday, April, 19th A.D. 1891

Court convened pursuant to adjournment at 8 1/2 o'clock this morning.
The same court judge and officers as on yesterday were present
Attest R M Givvy Clerk,

Emma Tracey
vs
Charles Jacobs &
John Cunningham

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

1 Frank Harton	5 James Shiro	9 Thos Mulcahy
2 W J Sanderson	6 Amaziah Phelps	10 Asa Smart
3 G D Hawley	7 John Baughman Jr	11 John E Harriman
4 Samuel Westlake	8 Thomas Polen	12 Henry Polen

Who being duly impaneled and sworn according to law, and thereupon this cause came on for hearing on the pleadings and evidence. And after hearing the evidence, and argument, and the charges of the court, the jury 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 defendants.
J E Herremann Foreman.

905 The State of Ohio, }
vs } Indictment, Pocket picking & Grand
Frank Tanner } Larceny -

Now comes the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into court in custody of the Sheriff. And thereupon said defendant Frank Tanner retracts his plea of "Not Guilty" heretofore entered, and for plea to said indictment says he is guilty.

Thereupon after the court being fully advised in the premises it is ordered and adjudged by the court that the said Frank Tanner defendant be imprisoned and confined in the penitentiary of this state, and kept at hard labor but without any solitary confinement for the period of one year, and that he pay the costs of this prosecution for which execution is awarded.

Friday April 20th AD 1894

Court convened at 8 1/2 o'clock pursuant to adjournment, this Morning -

907 The State of Ohio }
vs }
Henry Koerner, }

Now comes the prosecuting attorney on behalf of the state of Ohio; the defendant being brot into court in custody of the sheriff; thereupon the defendant retracts his plea of Not Guilty, heretofore entered, and for plea to said indictment, and for plea to said indictment saith he is guilty, of assault and battery, which plea is accepted by the prosecuting attorney; thereupon after being fully advised in the premises, it is ordered and adjudged by the court that the said Vet. Koerner pay a fine of five dollars, and the costs of this prosecution;

6697

James Denman }
vs }
S. A. Cherry - }

The parties waived a jury and consented in open court that a judgment be entered in favor of plaintiff for fifty dollars and costs - It is therefore adjudged by the Court that the plaintiff recover of the defendant the sum of fifty dollars and costs in this case, expensed, taxed at \$ Execution not to issue for 30 days.

6718

Monday April 23^d 1894

Court convened this day at 1 1/2 o'clock in the afternoon.

present Hon John A Price Judge
Wm H Snodgrass Sheriff

Attest
R M Gray Clerk of Court,

6697
P S Barber
vs
Jonathan Grandstaff

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 revival heretofore issued herein, and having failed and still fail to show sufficient cause why 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 sixty one ⁵⁰/₁₀₀ and two and ⁴⁰/₁₀₀ dollars costs, with interest at the rate of six per cent per annum, from July 8th 1887, be, and the same doth stand revived against the said, Jonathan Grandstaff, and that the plaintiff recover against him, his costs in and about this proceeding of revival, incurred & expended, Taxed at \$-

6718
The Farmers Bank of Marysville
vs
George Connor, M Hopkins, et al

This day came the plaintiff by its attorney; also appeared in open court for and on behalf of said defendant W W Merchant. An attorney at law of this Court and by virtue of the warrant of attorney annexed to the notes, attached to the petition in said cause shown to have been duly executed by said defendants, ^{George Connor & M Hopkins,} entered the appearance of said defendants, Geo Connor and M Hopkins, and waived the issuing and service of process in this action, ^{against them} and confessed a judgment on said notes against said defendants, George Connor & M Hopkins, and in favor of said plaintiff for fifteen hundred and forty three and ⁷⁵/₁₀₀ dollars, being the amount of the principal and interest due on said notes, and released and waived all errors, and right of appeal in the premises - It is therefore considered that said plaintiff recover from said defendants, George Connor & M Hopkins, the sum of fifteen hundred and forty three dollars and 75 cents, being the amount of said notes with interest to this date. Said judgment to draw 8 per cent from this date.

6662

James M Campbell
 admr, of Alfred M Campbell
 deceased, vs
 Ada M Campbell et al

This day this cause came on to be heard on the return of James M Campbell administrator, as above named plaintiff herein, of its proceedings and sale in this case under former order of this court. The court after having examined said return and being satisfied that such sale has in all respects been legally made, do hereby approve and confer in the same, and order that James M Campbell, as such administrator make to the purchaser Henry Green, a good and sufficient deed for the premises, so sold, said deed to be so executed subject to the mortgage lien of the Connecticut Mutual Life Insurance Company, which the purchaser assumes to pay, and to secure balance of purchase money, said administrator is ordered to take a second mortgage on the premises sold, and pursuant to the terms of sale

And the court coming now to distribute the proceeds of said sale in the hands of said administrator do order that he pay
 First; the costs of this action, including \$
 as the the charge due said administrator, herein, taxed at \$

Secondly, that he pay the balance of said proceeds of sale to the party or parties thereto entitled by law,

6665

6671

Thereupon Court adjourned to 8 1/2 o'clock tomorrow morning

Tuesday April 24th AD 1874

Court convened at 8 1/2 o'clock this morning, pursuant to adjournment,
Present Hon John A Price Judge
Wm S Woodruff Sheriff

Ally M Cony clerk.

6645

Arthur D. Holliman, plaintiff
vs
New York Lake Erie & Western Reg Co Defendant

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

1 William Elliott	5 Samuel Westlake	10 Mathew Stomata
2 Henry Poling	6 Asa Smart	11 James Sherk
3 John E. Harriman	7 Thomas Paley	12 Frank Horton
4 Chris Stults	8 John Baughman	

who were duly impaneled and sworn according to law; and thereupon this cause came on for hearing on the pleadings and evidence.

6671

Clara P Maloy
vs
Nettie Collett et al

This cause on for hearing upon the return of the sheriff, and the report of the commissioners heretofore appointed herein and on motion to confirm the same, and it appearing that said estate cannot be divided, or dower assigned by notes and bonds without manifest injury to the value thereof, and that it is in the interest of all parties that dower be not assigned by notes and bonds, and that said commissioners have made and returned their appraisment thereof, free from the dower of the said Jonathan Hammond, in the sum of \$50 per acres, or a total value of \$1100.⁰⁰ and the court find the said return and proceeding in all respects correct and in conformity to law, and do therefore approve and confirm the same. And therefore neither of said parties electing to take said estate at its appraised value, on motion of the plaintiff it is ordered that said premises be sold at public auction free from the dower of said Jonathan Hammond, and that an order issue therefor to the Sheriff of Seneca county. And on motion and for good cause shown it is ordered that the sale be made for cash.

62421
Amy Mitchell
vs
Mary E. Lehman et al

And now this day came this case on to be heard, upon the amended petition and the evidence; the court find that all the defendants have had due and legal notice of the pendency and the demand of the said amended 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 said amended petition; that the plaintiff Amy E. Mitchell has a legal right to one fourth; the defendant Charles C. Lehman has a legal right to one fourth thereof; Bertha Lehman has a legal right to one fourth thereof; and John J. Lehman has a legal right to one fourth thereof. And that Mary E. Lehman, said defendant herein, is the widow of Christian Lehman deceased; and that she is entitled to dower in said premises; and that plaintiff is entitled to have partition made in said premises as prayed for in her petition. It is therefore ordered and adjudged and decreed that partition of said estate be made; 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 Mary E. Lehman that if in the opinion of said commissioners said estate cannot be divided by meets 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 issued to the sheriff of Harding 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 herein before severally found entitled and also to be set off and assigned dower of the said Mary E. Lehman, if said estate can be divided in manner as above. And of his proceedings herein the said sheriff is ordered to make due return.

D. W. Ayers,
Atty. for Plain.

6696.

6677.

Wednesday April 25th AD 1894,

Court convened at 8 1/2 o'clock this morning pursuant to adjournment,

Present Hon John A Price Judge,

Wm L Swadgrass Sheriff,

Allest
R M Conroy Clerk of Court,

6696.

Matthe Russo }
vs
L S Monroe et al }

This day came the plaintiff, but the defendants, made default. Whereupon by leave of the Court, the parties waived the right of trial by jury, and submitted this cause to the Court, and the Court being fully advised in the premises find for the plaintiff, and that said L S Monroe as Maker, and S Taylor as Guarantor doeth owe the plaintiff as alleged in her petition the sum of one thousand and ninety two dollars, and forty cents, from April 9th 1894. It is therefore considered and adjudged by the Court that plaintiff recover of the defendant L S Monroe as Maker and S Taylor as guarantor of said note said sum of one thousand and ninety two dollars and forty cents and her costs herein taxed to \$ Seven hundred and sixty of said dollars, to draw seven per cent interest and the balance six per cent from the first day of this term of Court,

6677.

Bank of Marysville }
vs
R W Thompson admr }
of Estate of James Thompson decd,

This day came the parties and submitted this cause to the Court, waiving the right of trial by jury, and thereupon the Court find for the plaintiff, that there is due on the notes mentioned in said petition, after deducting the usury set forth in defendants answer the sum of thirty nine hundred and fifty dollars and twenty five cents, with interest at 8 per cent on \$1524.28 and 6 per cent on the balance from the first day of this term of Court. It is therefore considered and adjudged by the Court that plaintiff recover of said defendant said sum so found due, and its costs herein expended taxed to \$ and that interest from April 9th 1894, be allowed on said \$1524.28. at 8% per annum, and on \$22.80.47 at six per cent

6545- Arthur D. Holman
 vs
 The New York Lake Erie
 and Western Rail Road Co

This day again came the parties
 by their attorneys, and also came the jury heretofore impaneled
 and sworn, and the trial proceeded, and the ^{said} jury having
 heard the remaining testimony, the argument and charge of
 the court, retired to their room in charge of the Sheriff for
 deliberation, and now 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 the case in favor of the plaintiff, and assess the
 amount due to the plaintiff from the defendant at the sum
 of \$135.11

Dated April 25, 1894,

M. C. Stamater Foreman

6663 Jacob H. Fredrick
 vs
 Mary A. Fredrick et al.

This day this cause came on for
 hearing upon the return of the Sheriff, and the report of the
 commissioners heretofore appointed herein, and the same
 having been examined by the court and found in all
 respects correct and in conformity to law, and the former order
 of this court, the said proceedings and report are hereby approved
 and confirmed,

It is therefore ordered, and decreed, that the said Mary
 A. Fredrick have and possess the lands so assigned to her
 and for her reasonable dower in said premises, and that
 said heirs pay to said Mary A. Fredrick, as of the rents and
 profits of the remainder of said real estate the sum of and
 the times stated in the ^{said} report; and that the other of said parties
 hold in severally the parts and premises so set off and assigned
 to each respectively; and the clerk is hereby directed to have
 so much of this decree, as will show the transfer of title to the
 several parties put upon record, in the office of the recorder of this
 county,

and it is further ordered that the costs of this action, including
 a counsel fee of \$169.91 to John M. Brudrick, attorney, for services
 herein, taxed at \$ be paid in equal proportions by said several
 defendants except said Mary A. Fredrick, in the relative
 proportion of their estate,

6720

Jacob Brubaker
vs
Harriet C Snodgrass
John F Snodgrass

This day came the plaintiff by FT Arthur attorney and filed his petition against said defendants, and thereupon John Mc Brodrick, 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 issuing and service of process, entered the appearance of said defendants herein, and acknowledged that said defendants, did owe and was indebted unto the plaintiff as he has in his petition alleged by virtue of said Warrant of attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness the sum of \$1460²⁰ Dollars, bearing 7 per cent 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 Jacob Brubaker, plaintiff do recover of the said Harriet C Snodgrass and John F Snodgrass, defendants, the sum of \$1460²⁰ Dollars, so confessed as aforesaid, with interest from April 25th at 7 per cent per annum, and also costs in this behalf expended taxed to \$, and by virtue of said Warrant of attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released

Clarence Perfect
vs
Richard Hipple

This day this cause came on to be heard upon the motion of defendant to strike the transcript in this case from the filed and to dismiss this case, and the court being fully advised in the premises, do find against said motion and overrule the same, and the defendant was granted leave to file answer instantly which was done,

The Supreme Court of the State of Ohio
January Term AD 1894.
to wit: April 17th 1894 —
The State of Ohio }
City of Columbus, }
E Auttman } Error to the Circuit Court of Union County
vs }
W M Haines } Ordered by the Court that said cause be &
the same is hereby dismissed for want of
Preparation.

I Josiah Ballou, Clerk of the Supreme Court 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 417. In witness whereof I have hereunto subscribed my name and affixed the Seal of said Court this 14th day of April AD 1894
Josiah Ballou Clerk, Ed H Nolke Deputy

(Seal)

Thursday April 26 AD 1894

Court convened at 9 1/2 o'clock ^{in morning} pursuant to adjournment.
Present Hon John A Price, Judge
Wm S. Snodgrass, Sheriff

Attest
R M. C. C. Clerk of Court.

Clarence Perfect,
vs
Richard Hipple

This day came the parties to this action by their attorneys, and also came the following named persons as jurors, to wit: 5 Levi Stultz, 9 Matthew Stamets
1 Allen Figley 6 Samuel Westlake. 10 John Bannerman
2 Wm Elliott 7 Asa Smart 11 James Shirk
3 Henry Poling 8 Thomas Paley 12 Frank Horton
4 John E. Harmon

Who were duly impaneled and sworn according to law, and thereupon this case came on for hearing on the pleadings and evidence.

And after hearing the evidence, argument, and charge of the court, the jury retired to their room, in charge of the Sheriff for deliberation.

and now comes said jury into open court, with their verdict in writing signed by their foreman, and say, "We the jury being duly impaneled, 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 Thirty Five Dollars.

Dated April 26th 1894

John E. Harmon Foreman

The Third National Bank
of Cincinnati Ohio

vs
W. S. Vaughan

This day came the parties, and this cause came on for hearing on the demurrer of plaintiff to the defendant's answer, and the court being advised in the premises find for the defendant, and overruled said demurrer to which finding of the court, plaintiff took exceptions, and gave notice of appeal, and leave was granted plaintiff to the 1st of July 1894, to reply to said answer, and this cause was continued.

Clinton Hoover

vs
Philip L. Lee

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 cost of the term herein taxed at \$.

6475

6658

6575

6475

6623

Thursday April 26 1894

6475 }
 The Rebate Pharmacy Company }
 vs }
 New York Lake Erie & Western Ry Co }

This day this cause came on for hearing on the demurrer to plaintiff's petition, on consideration the court overrules the demurrer, and grants leave to file answer in thirty days -

6653 }
 John R Taylor admor }
 vs }
 Levi H Keelt et al }

This cause came on for hearing on motion of defendant to require plaintiff to reform his petition; on consideration whereof, the court do sustain said motion, as to the first and second grounds set up in said motion and overrules said motion as to the ballance, Leave is given plaintiff to amend his petition in 15 days, from this 26th day of April 1894

6575 }
 Emma Tracey }
 vs }
 John Cunningham and }
 Charles Jacobs, }

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

6475 }
 The Rebate Pharmacy Co, }
 vs }
 New York Lake Erie & Western Ry Co }

This day this cause came on for hearing on the demurrer to plaintiff's petition, on consideration the court overrules said demurrer, and grants leave to file answer in 30 days to which ruling defendant then and there accepted,

P E Barnes }
 vs }
 Jason S Chapman }
 This day this cause came on to be heard upon the petition of the plaintiff, and the defendant having failed to answer or demur or otherwise plead, to said petition, and the court being fully advised in the premises, finds that the allegations of the said petition are true, and that there is due to the plaintiff as he has alleged in the petition as a ballance on said promissory note described in the petition, the sum of one hundred and twenty seven and 40/100 dollars, with interest thereon from the 23rd day of October 1893 at 8% per annum, and the court further find that the said note was secured by mortgage upon the 2/5 of the land described in the petition, and that by the proceedings in partition

Mentioned in the petition the said Mortgage lien was transferred to the one third part of the 33,63,00 acre tract set off in said proceedings to Mrs Whitley and said Jason S Chapman, and the one eighth (1/8) part of the 26,23 acre tract assigned to Sarah Whitley, widow as for her dower in said lands, and that the said Mortgage is still a subsisting lien upon the said 1/8 part of said 26,23 acres subject to said dower estate, that the conditions of said Mortgage have become broken, and the same have become absolute, and that the plaintiff is entitled to have the same foreclosed against the defendant Jason Chapman

Wherefore it is ordered and adjudged by the court that the plaintiff P. E. Barnes Receiver, of the defendant Jason S Chapman, the said sum of \$127 40 with 8 per cent interest thereon from Oct 23^d 1893, and his costs herein expended, taxed to ~~be~~ and that this said Judgment bear 8 per cent per annum until paid. And further that unless said judgment be paid, together with the costs, in this action within ten days, that an order of sale issue to the Sheriff this county, that he appraise advertise and sell the said undivided 1/8 part of said 26,23,00 acres, subject to the ^{said} dower estate, and pay the said judgment interest & costs out of the proceeds thereof,

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

Friday April 27th AD 1894,

Court convened pursuant to adjournment, at 8 o'clock this morning -
Present. Hon. John A Price, Judge
Wm L Snodgrass Sheriff
Attest R M Gray clerk,

6334 James W Robinson admors }
vs } Motion to open up judgment.
A. N. McCullough et al }

This day came on this cause to be heard on the motion of John M McCullough to open up the judgment against him, rendered July 11th 1892, as set up in his motion, whereupon the court being fully advised in the premises do overrule said motion. Therefore it is considered and adjudged by the court that said motion be dismissed, and that J W Robinson admors of the estate of Alva Smith deceased, recover of said J M McCullough his costs herein expended and taxed. To which ruling and judgment of the court said John M McCullough excepts.

Jennie Peck
vs
J Sherman Peck defendant }
Plaintf }

Now comes the plaintiff, and the defendant having been duly served with summons, and a copy of the petition herein, and having failed to appear, the court find him in default, for answer and demurrer, to said petition, and find that the allegations thereof are confessed by him to be true. The court also find that the plaintiff at the time of filing her petition, had been a resident of the state of Ohio, for one year next preceding the pance, and was at that time, a bona fide resident of the county of Union, and that the parties hereto were married as in the petition set forth. The court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty towards plaintiff herein, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the court, that the Marriage relation heretofore existing between the said Jennie Peck and J Sherman Peck be, and the same is hereby dissolved and both parties are hereby released from the obligations of the same.

It is further ordered and adjudged, that the defendant pay to the plaintiff as her reasonable alimony, in money the sum of Five hundred Dollars, and the same is hereby made a lien upon all the real estate of the said defendant, and in default for three days, that execution issue therefor. It is ordered that the petitioner be, and she hereby is restored to her maiden name of Jennie Wentz. It is further ordered that plaintiff pay the costs of this proceeding

6727

6631

Thereupon Court adjourned till tomorrow morning at 9 1/2 o'clock

Saturday April 28th 1894.

Court convened at 8 1/2 o'clock, this morning pursuant to adjournment.
Present Hon. John A Price, Judge
Wm G Snodgrass Sheriff.

Attest
R M Crony - clerk of Court.

6727
W W Ferguson
vs
Sylvanus Taylor }

This day came the plaintiff by his attorney, also appeared in open court, for and on behalf of said defendant John M Bordrick, an attorney of law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said Cause shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process herein, and confessed a judgment on said note against said defendant, and in favor of said plaintiff for two hundred and ninety three and 12/100 dollars being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of two hundred and ninety three dollars and twelve cents being the amount of said note with with interest computed at 8 per cent per annum, from the 21st day of April AD 1893 and also \$ this costs herein expended and taxed at \$

6631
Philip Vanderau
vs
Lewis Strong & 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, the defendant withdrawing all contrary motions, and consenting to said confirmation, the Court, being satisfied that the proceedings have been had in all respects in conformity to Law, and the orders of this Court, It is ordered that the said proceedings be and they are hereby approved and confirmed. And it is further ordered that the Sheriff convey to the purchaser Philip Vanderau, the plaintiff herein, by deed according to law the property so sold, and a writ of possession is awarded to put said purchaser, in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the recorder of Union county this, and the balance of said claim canceled by agreement, and that the plaintiff, being purchaser pay the taxes on said premises and costs herein.

Saturday, April 25th AD 1894

6656, Emily E Cheney
vs
Catharine A Brown
Widow Brown and
Daniel T Lee,

On motion of the plaintiff, and on her producing the returns 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, Franklin E Barney, as Trustee, in trust for Emily E Cheney and Daniel T Lee, as purchasers, 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 recited to be entered on the records thereof, in the office of the recorder of Union County this,

And the Court coming now to distribute the proceeds of said sale amounting to fifty three hundred and seventy three dollars, it is ordered that the Sheriff out of the money in his hands pay,
First; to the Treasurer of this County, the taxes and penalty & interest against said property to wit; the sum of Twenty one dollars and nine cents \$21.09

Second; The costs of this action to wit; \$90.99

Third to the plaintiff Emily E Cheney, the amount heretofore found due her, with interest to wit; \$3298.37.

Fourth; To the defendant, Daniel T Lee, the amount heretofore found due him with interest to wit; \$2049.55.

6579
L B Gartner

vs
The German Lutheran, St John Church

This day this cause came on to be heard upon motion of defendant for a new trial in this cause and was argued by counsel, on consideration whereof it is ordered that said motion be, and the same is hereby overruled to which ruling and decision the defendant there and there excepted.

6582.

Saturday April 28th 1894

Sheriff's Allowance.

To Hon. John A. Price, Judge -

The Court Charges for the April Term, A.D. 1894 Union County Common Pleas, are due for services rendered as follows,

To Wm G. Snodgrass, Sheriff Dr.

To serving Grand Jury Venues, 4.00

" " Petit " " 4.00

" " Grand Jury Witnesses 3.60

" Making 24 copies, of Jury Witnesses 2.40

" 271 Miles Travel - Grand Jury witnesses 21.69

" Calling 24 G. J. Witnesses 2.20

" J. W. Lawrence Court Bailiff 36.00

" Jesse L. Pearce " " 36.00

Total \$109.68

I hereby certify the above bill to be correct,

Wm G. Snodgrass

Sheriff of Union County, Ohio

To the Clerk, 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.

Fredrick Hart,

6592,

vs
J. L. Thompson

This day this cause came on to be heard, and each party waiving his right of trial by jury, by agreement submitted the same to the court upon the pleadings of the parties, the evidence and arguments of counsel, and thereupon the court being fully advised in the premises do find for the defendant, on his first cause of defence, and it is hereby ordered and decreed by the Court, that the deed of conveyance by the defendant, to the land described in plaintiffs petition be corrected as prayed for in defendants answer.

And it is further ordered considered and adjudged, by the court, that the defendant go hence, and that each party pay his own costs, herein expended and taxed to \$

And thereupon plaintiff moved for a new trial, which motion was overruled by the court, and plaintiff then excepted to said ruling, and aforesaid finding and order, and also gave notice of appeal, and the court fixed the appeal bond at \$200.

Saturday April 28th AD 1894,

6662,

Robert Sander }
Lawrence Martin }

vs

Sarah A Hale, }
Oxford Hale and }
Wm Moody }

This day came on this Cause to be heard to the Court whereupon the court being fully advised in the premises find from the evidence that the allegations of the petition are true, and said deed to William Moody ought to be set aside, as against the judgment in said petition described, but that said Moody having paid the \$1900. Mortgage which was a lien on said land, when said deed was executed, ought in Equity to be subrogated in the place of the said Mortgagees.

It is therefore considered ordered and decreed, that the deed mentioned in said petition made by Sarah A Hale and Oxford Hale to William Moody, be set aside and held for naught, as against the judgment in said petition described, but that William Moody hold the first lien on said land for the amount of said Mortgage, on said land at the time said deed was executed, -

It is ordered and decreed that if said defendants fail for ten days, to pay the said judgment and costs mentioned in said petition, to wit; the sum of \$3010, debt and \$7%⁰⁰, costs, and interest thereupon from Dec 16th 1893. then that an order of sale issue to the Sheriff of this county, commanding him, to appraise, advertise and sell said premises in the petition described, and bring the proceeds into court, to first pay the amount of said Mortgage and interest to Wm Moody, and the balance to apply on the said claim, due the plaintiffs on said judgment, - Whereupon Wm Moody gave notice of his intention to appeal this cause to the Circuit Court, and the Court fixed the amount of the appeal bond at \$300.⁰⁰

6630,

Lawrence Martin }
and Robert Sander }
 } plaintiffs }

vs

William Moody defendant }

This day came the parties and waived their right of trial by jury and submitted this cause to the court, whereupon the court having fully heard the evidence, and arguments of Counsel, and on full consideration find for the plaintiffs, on the issue joined between the parties, and that the defendant is liable to the plaintiffs on his warranty in petition mentioned, for the sum of Two thousand and fifty dollars, with interest thereon from the 16th day of December, 1893, amounting to \$45⁰⁰ making a total to April 28th 1894, of \$2095⁰⁰. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant said sum of Two thousand and ninety five & 0/100 dollars, and their costs

herein appended, Taxed, to \$
 Judgment, the defendant then and there, and at the time excepted,
 whereupon the defendant moved the court to set aside said finding and
 Judgment, and grant a new trial in said case, which the court
 overruled, to which ruling and decision the defendant then and there excepted,

6657
 In the Matter of the Guardianships,
 of
 Sarah Taylor et al

This cause coming on to be heard upon
 the exceptions of Cyrus Zimmerman, Guardian of Sarah Taylor ~~et al~~,
 Dora Taylor, and Dossia Taylor, to the second and final account as well as
 the first account of Cynthia Taylor as Guardian of said Sarah Taylor
 Dora & Dossia Taylor, from the 20th day of March AD 1888, until the 4th day
 of January AD 1891, and was heard by the court upon the pleadings evidence and
 testimony, and arguments of counsel, and the court having carefully con-
 sidered the same, do find that in the first item of the 2^d final account, the
 said Cynthia Taylor as guardian aforesaid charges herself with rent
 of her said wards lands, the sum of \$300, for the year beginning April
 1st 1890, and ending April 1st 1891, whereas she should charge herself
 with the sum of \$375⁰⁰. And further finds in Guardians first account
 she charges each ward with board washing and mending for two years
 and six months, at \$25⁰⁰ per week. — And that in her 2^d account,
 she charges each of said wards, \$25⁰⁰ from June 26th 1890, to June 5th 1891,
 for board washing and mending; whereas, the court finds that the
 entire time in which said guardian, as such, is entitled to charge her
 said wards with board and mending and washing is from the 13th day
 of December AD 1888, to the 4th day of June 1891, a period of two years
 five months and twenty one days, and that the charges therefore should
 be at the rate of \$2⁰⁰ per week in all 128 weeks for each and every
 of said wards, and no more, to wit; the sum of \$256⁰⁰ for each of
 said wards, and she is entitled to interest on each of said sums, at the
 rate of six per cent on said sums, from the 5th day of June AD 1891,
 up to the date hereof, to wit; the 28th day of April 1894

The court further finds that all other of said exceptions are not well
 taken, and ^{are} overruled, and sustained as to the aforesaid rent, and charges
 for board washing and mending within the time limited as aforesaid,
 as found and modified by the court.

Wherefore it is considered, ordered and adjudged by the court, that
 the said Cynthia A Taylor, as Guardian aforesaid, should be charged
 as receiving for the estate of said wards the sum of seventy five dollars,
 in addition to the amount she has charged herself with, as rent of
 said wards lands, for the year ending April 1st 1891, and that the same
 be made a valid claim against her in her final settlement of guardianship —
 It is also adjudged and ordered by the court, that the claim
 of said Cynthia A Taylor as Guardian, aforesaid, for board
 washing and mending, for said wards and each of them for
 the period of two years and five months and twenty one days, at
 the rate of two dollars per week for each ward, to wit; for the sum of

Two hundred and fifty six dollars for each and every ward, be allowed as a valid claim by said Cyrus Gummerman, Guardian as aforesaid, in the final settlement of the said guardianship, of the said Cynthia A Taylor in the probate Court of said Union County Ohio, together with interest at the rate of six per cent per annum, upon each and every of said sums from the 5th day of June AD 1891. It is further ordered that said Cynthia A Taylor, be required to pay one third of the costs of this proceeding and appeal, and that Cyrus Gummerman be required to pay the balance of said costs,

Cyrus Gummerman present Guardian of said wards, gives notice of his intention to appeal,

Missouri M Chancey

6624

vs
O M Scott & Bro

This day this cause came on to be heard on the demurrer to the petition, and the Court sustains said demurrer, thereupon plaintiff obtained leave, to amend her petition in 30 days from April 28th 1894, and said cause is continued,

L B Gartner

6579

Plaintiff
vs
The German, Lutheran, St John Church, and Congregation

This day came the parties, and waived calling and impaneling a jury, and by agreement submitted this cause to the Court upon the pleadings and the evidence, On consideration thereof the Court being fully advised in the premises, finds in favor of the plaintiff upon the issues joined, and that there is due the plaintiff from the defendants as a balance on his several years salary, from Sept 27th 1886, to Sept 27th 1887 the sum of two hundred and fifteen dollars and twenty five cents,

It is therefore considered and adjudged by the Court that the plaintiff recover from the defendants the said sum of two hundred and fifteen and 25/100 dollars, Together with his costs herein expended and taxed at \$ To which judgment defendant excepts

6152

5249

6543

Saturday, April 28th A.D. 1894.

6152

Arthur Webb, administrator of }
The Estate of Elijah M. Witter dec'd }
vs }
Ezra E. Witter, H. H. Witter. }

This cause coming on for hearing, the defendants withdrew their demurrer, to the complaint by the consent of the parties, a jury was waived and the cause was submitted to the court upon the evidence taken before the referee, and filed by him with his report and the pleadings; and on consideration thereof the court finds on the issues joined, in favor of the defendants, and the cause is dismissed at the cost of the plaintiff, and it is adjudged that the defendants recover their costs herein expended and to pay to \$ including a counsel fee, of \$75.00 to J. H. Kirkcaldie Esq. as referee, of the plaintiff, to all which rulings, orders and decisions of the court said plaintiff by his attorney thereunto there excepts.

5249

Edward E. Cole assignee }
vs }
Ruben Frazer et al }

This day came, Edward E. Cole, assignee in trust for the benefit of the creditors of David Edwards, and produced to the court a report of a sale made by him of the real estate, described in the petition herein filed, in pursuance of and under heretofore made, and it appearing upon examination that said sale has in all respects, been legally made, the same is approved and confirmed, and the said Edward E. Cole, is ordered to execute and deliver to the purchaser at said sale, a proper deed for the real estate so by him sold, as aforesaid.

And it is further ordered by the court that said assignee out of the proceeds of said sale amounting to \$235.00 pay the costs of this proceeding taxed at \$ the costs of the probate court, and the remainder thereof \$ to said Ruben Frazer to apply on his note and mortgage, as set up herein.

6543

Eli P. Rogers }
vs }
W. S. Rogers and }
et al }

This day this cause came on again to be heard, and the defendants failing to file a motion for a new trial and the cause being ready for judgment upon the verdict, it is therefore considered and adjudged that the plaintiff recover of the said W. S. Rogers, as administrator of the estate of Nancy Rogers, deceased the said sum of one hundred and sixty four and 27/100 dollars \$164.27. The question of costs is passed for further adjudication.

Saturday April 28th 1894

6575

Arthur D Hollman
vs
The New York, Lake Erie, and
Western Rail road Company

6730.

This day this cause came on again to be further heard upon the motion for a new trial in said cause, and was argued by counsel, in consideration whereof the court overrule said motion; to which ruling and decision of the court, the defendant then and there excepted. And said cause coming on to be further heard upon the verdict of the jury, it is considered and adjudged, that the plaintiff recover of said defendant the said sum of one hundred and thirty five and 1/100 dollars, so found plaintiff's due by the verdict of the jury, and that the plaintiff recover of the defendant his costs herein taxed at \$.

Arthur D Hollman
vs
The New York Lake Erie
and Western Railway
Company

Court of Common Pleas
Union County Ohio

6576

Now comes the defendant and presents to the court his certain bills of Exception, which being found by the court to be true is allowed signed and sealed and on motion is hereby made a part of the record of this case

D W Ayers
Atty for Deft
Porter & Porter
Atty for Plaintiff

Done 12th 1894

Injunction,

6730. In Probate Court, Union County Ohio,
 Belle Waters plaintiff,
 vs
 David Waters defendant } application for Injunction.

This day came the plaintiff, above named, by her attorney, and applied for an injunction in the above stated action, and it being made to appear, that the Judge of the court of common pleas, is absent from said County of Union, and that the said plaintiff is entitled to a temporary order of Injunction in said cause, it is ordered that an injunction issue in said action, enjoining the said defendant David Waters from selling, or in any manner disposing of, the property in the petition described, until the further order of said Court. and it is further ordered that an undertaking in the premises be dispensed with.

James McCampbell, probate Judge

6574 Clarence Perfect plaintiff,
 vs
 Richard Kipple defendant }

The jury in this action, on a former day of this term, having rendered a verdict for the plaintiff, and assessed his damages, at \$35⁰⁰ and on 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 \$35⁰⁰ and his costs herein expended and taxed to, \$.

Jury Commission.

The State of Ohio }
 Union County } ss. Court of common pleas, Union County Ohio,

In accordance with the requirements of section 2. of the act passed, April 23^d 1894. to provide for the appointment of Commissioners of Juries, in the several counties of the state of Ohio; -

Now therefore, I, the undersigned, the Judge of the Court of Common Pleas, of the Third Subdivision, of the Tenth Judicial District, of Ohio; for the counties of Union and Logan, do, under and by virtue of the aforesaid act, appoint the following named persons as jury commissioners, for the County, of Union, Ohio, as follows, to wit, George B Hamilton, Thomas Martin, French Thornhill, and Saul Buttz, - who shall be commissioners of juries, in said Union County, for one year, to begin, on the fourth Monday of May AD 1894, and until their successors are elected and qualified.

Done at the Court House in the city of Bellefontaine this 14th day of May AD 1894.

John A Price Judge of the Court of common pleas, 3rd Division 10 Judicial District Ohio,

Selection of Jurors,

It is ordered that the jury commissioners, of Union County Ohio, appointed under this act, of April 23^d 1894, at their meeting on the fourth Monday of May 1894, shall select to serve as jurors in said County for the ensuing year, judicious and discreet persons, having the qualifications as electors of said County, to the number of one hundred and twenty, (120,) said persons to be selected as nearly as may be from the several wards and townships, in proportion to their respective population

6739.

John A Price,

Judge, of the Court of Common Pleas,
in and for the 3^d Sub-division, 10th
Judicial District of Ohio,

Charles M Jones and
Albert N Jones - plffs.

May 21st 1894.

6737.

vs
Timothy R Carpenter - def.

It being made to appear to the Hon John A Price, Judge of the Court of Common Pleas, of Union County Ohio, by the affidavit of Charles M Jones and Albert N Jones the plaintiffs that the names and residences of the heirs of the said Timothy R Carpenter, deceased, 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-resident defendants,

6726

John A Price Judge
of Court of Common Pleas

6739.

In Probate Court, Union County Ohio,
Joseph B Decker
vs
Christopher Hinkle et al

May 23^d 1894

This day came the plaintiff by his attorney, and applied for an injunction in the above stated action, and it being made to appear that, the Judge of the Court of Common Pleas is absent from said County of Union, and that said plaintiff is entitled to a temporary order of Injunction in said cause, It is ordered that an Injunction issue in said action as prayed for in the petition, upon the plaintiffs giving to defendants an undertaking, executed with sufficient surety, to be approved by the Judge of said Probate Court as Ex officio Clerk thereof, in the sum of \$150.⁰⁰ One hundred and fifty dollars, Conditioned as required by law.

James M Campbell
Probate Judge

6726

Gilbert R Hill
adversely plaintiff

vs
Calvin Faulkner et al
defendants

June 30 1894

This day came Calvin Faulkner, the defendants herein and paid to the Clerk of this court the sum of \$140⁰⁰ the amount of the claim in this case, including the interest and costs in full, and this cause is hereby dismissed.

6671

643

Monday 2^d day of July AD 1894

Court convened. This day at 9 o'clock A.M. pursuant to adjournment of April 26th AD 1894.
John A. Piece Judge of common pleas, Court present.
W. S. Snodgrass Sheriff of Union County Present

Attest
M. Brown Clerk

6671
Lara P. Maloy }
vs } entry in Partition
Nellie Collett et al }

On motion of the plaintiff, and upon producing returns of the Sheriff of his proceedings and sale under the former order of this court, and the court being satisfied on examination that the same have been had in all respects in conformity to law, the said proceedings, and sale are hereby confirmed and approved and the said Sheriff is hereby ordered by deed duly executed to convey said premises to Jonathan Hammond the purchaser, free of dower. It is further ordered that the Sheriff out of the proceeds of sale, \$1100.⁰⁰ pay First; To the Treasurer of Union County \$4.21 being the taxes and penalty due on said premises.

Second, To the clerk of this court the costs of this action (including an attorney fee of \$45.⁰⁰ to J. D. Cameron for his services herein) taxed at \$.

Thirdly to the defendant O. H. Evans, the sum of \$519.⁰⁰ being the amount of his mortgage lien on said premises,
Fourth To John M. Feller the sum of \$166.²⁵ being the amount of his judgment lien.

Fifth To Jonathan Hammond \$ being the one half of the balance of said purchase money, and also the further sum of \$26.³⁰ being the value of said Jonathan Hammond's dower, ^{interest on} the said premises,
Sixth; To the plaintiff, \$21.³⁹.

- \$ " To Nellie Collett \$21.³⁹
- " " Jennie Gordon \$21.³⁹
- " " George Hammond \$21.³⁹
- " " Emery Hammond \$21.³⁹
- " " Russ Casgrove \$21.³⁹

6433
Winfield S. Wenters admr }
vs }
Eloiza A. Baker et al }

This cause coming on to be heard on the original pleadings, the transcript and the evidence, the court being fully advised in the premises, dismisses the appeal herein at the costs of M. W. Hill, and affirms the findings of the probate court, herein. Except that, this court finds that Lot No 300, in Beattie addition to the town of Richwood, Ohio, belongs to the defendant Arturresia Saunders, and it is ordered that the clerk of this court make out and file in the Probate court of this county a transcript of the proceedings herein, and this cause is remanded back

Monday, July 2^d AD 1894.

to the said Probate Court, for action in accordance with the above findings

Emma Goldsmith, *plff.*

6691

vs.
Wm C Goldsmith - *Def't*

Now comes the plaintiff, and the defendant having been legally summoned, by publication, and having failed to appear, the court find William C Goldsmith defendant, in default for answer or demurrer, to said petition and find that the allegations thereof are confessed by him to be true.

The Court further find upon the pleading and the evidence 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 filing of the same, and was at that time a bona fide resident of this county of Union, and that the parties were married as set for in said petition

The Court further find upon the evidence adduced that the defendant has, in disregard of his marital duties, for more than three years last past, and prior to the filing of the petition herein, been willfully absent from plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for,

It is therefore ordered and adjudged by the court that the Marriage contract heretofore existing between the said Emma Goldsmith and William C Goldsmith be, and the same hereby is dissolved, and both parties are released from the obligations of the same,

It is further ordered, that the petitioner be and she is hereby restored to her maiden name of Emma Colver

It is further considered by the court that the plaintiff pay the costs of this proceeding and execution is awarded,

Rosetta Beenev

6697

vs.
Frank Beenev

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 allegations thereof are confessed by him to be true, And this cause being further heard upon the evidence, the Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding the same, and was at that time a bona fide resident of Union County and that the parties hereto were married as in the petition set forth. The court further find upon the evidence adduced,

6700

6731

That the defendant has been guilty of gross neglect of duty, in failure to provide for this plaintiff, and has been wilfully absent from her for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for.

It is therefore ordered and adjudged by the court, that the Marriage Contract heretofore existing between the said Rosetta Beeny, and Frank Beeny, 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, and she hereby is restored to her Maiden name of Rosetta Beck.

It is further considered by the Court that the said plaintiff recover from the defendant her costs herein expended.

6705
George W. Manley }
vs
(Mary Manley }

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

On consideration whereof the Court being fully advised in the premises find that the defendant has been duly and legally notified of the filing and pendency of the petition, that the plaintiff has been a resident of Ohio, for several years last past, and was at the time of filing the petition and her residence has been a bona fide, resident of said County of Union.

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 plaintiff is entitled to divorce.

It is therefore adjudged and decreed by the court that the Marriage relation heretofore existing between said parties be and the same is set aside, and wholly annulled, and both parties are released from the obligations of the same. The plaintiff is ordered to pay the costs hereof.

6731
Ruben Weisz }
Plaintiff }
vs
Wm H Lenox }
Defendant }

This Cause now coming on for hearing on the petition for a review of the judgment formerly rendered in the Case Numbered 3417 in this Court, wherein Fackheimer & Milled Co, were plaintiff and H H Pringle et al, were defendants, and therein the said Ruben W Weisz was certified as surety for the said William H Lenox, and the said William H Lenox having been duly served with summons, herein, and no cause being shown why the said judgment should not be reviewed, and the said William H Lenox being in default for answer and demurrer, the petition of plaintiff filed herein, is thereby confessed by him to be true.

Monday July 2^d AD 1894

It is therefore considered by the court that the said judgment to wit: rendered in case No, 3417, in this court, at the September term 1879 for \$530 debt and \$10⁰⁰ costs do stand revived in favor of ^{the} plaintiff and against this defendant, the said William L. Leroy, and the plaintiff herein is hereby subrogated to all of the rights of the original judgment creditors.

It is further considered that the plaintiff recover from the defendant his costs herein expended, - to all of which execution is awarded,

Daniel Lee

plaintiff

6728

vs

Mary Batchelor, et al

defendants

And now this cause coming on to be heard upon the petition, answers of certain defendants, and the evidence, the court finds that all the defendants have had due legal notice of the pendency and demand of the said petition,

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 Daniel T Lee, has a legal right to one half thereof, the defendant Mary Batchelor a legal right to the one fourth thereof, and the defendants John M Bradner, Susan Bradner, Henry B Bradner, Nellie Bradner, William Bradner, James Bradner, and Caroline Bradner, each a legal right to the one twenty eighth part thereof; and that the plaintiff is entitled to have partition of said Estate Made, as prayed for in this petition,

It is ordered, adjudged and decreed that partition be made of said estate in favor of all parties in interest, and J. L. Horn Morgan Young, and J. Charles Kennedy, three Justices, and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same,

And it is ordered that writ of partition issue to the Sheriff of Union County, commanding him that by the virtue of the Commissioners above named, because because to be set off and divided, to each of the above named parties, the part and proportion of said Estate, to which they are severally above found entitled and of his proceedings herein the Sheriff is ordered to make due return,

Ernest L. Atkinson

6350.

vs

Albert Southard et al

On motion to the court, and it appearing shown to the satisfaction of the court, that since this action was commenced, Climelia Cook, one of the defendants in this case has died intestate, leaving James Cook, her husband, and Archibald-

6706

Lee
6706

Book, Edna B. Book - Adalena B. Book, William Book, and an unnamed infant child her only heirs at law, and legal representatives, and, it being further made to appear to the satisfaction of the court that the place of residence and post office address of said James Book, and each of said children, are unknown to the plaintiff, and cannot with reasonable diligence be ascertained, it is ordered that said husband and children of said Climeria Book be made parties hereto, and that service be made on them according to law, and the plaintiff has leave to file supplemental petition herein instant,

F O Penney,
vs
The Village of Reclwood, D.

This day this cause came on for hearing on the motion of plaintiff in error for leave to file a petition in error herein and upon argument of counsel and due consideration of the court such leave was granted and said petition filed,

6706 Levi H. Holt - plaintiff
vs
William J. Holt et al

This day came the said defendants William J. Holt, Margaret A. Holt, Cassius C. Holt, Homer A. Holt, Daniel C. Holt, and Allie M. Holt, minors by their guardian Edward C. Cole, and consent to a partition of said real estate agreeably to the prayer and facts set forth in the petition, which partition when made shall be recorded here,

6706 Levi H. Holt plaintiff
vs
Wm J. Holt et al Defendants

This day came all the parties to this action by their attorney, and produced the written partition by them made in pursuance of the entry of their consent thereto heretofore made in this cause, and all said parties having agreed to and signed the same, it is ordered by the court that the same be recorded with the plat accompanying the same, and that such record shall be valid and binding between the parties thereto

ordered that the costs taxed to \$ - be paid by the said parties in the following proportion, to wit: 1/3 part thereof by each of said parties (including an attorney fee of \$75.00 to J. B. Cole

Monday July 2^d AD 1894

6723,

Daniel T. Lee plaintiff,

vs

Mary Batchelor et al defendants

This cause comes 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 injuring the value thereof, and that said commissioners have made and returned their appraisement of said estate at \$12,862.50 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 said premises at the appraised value thereof, it is ordered that said estate be sold at public auction, at the North door of the Court House, in Union County Ohio, 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.

6649

6721

6743

Robert L Sellers & Co

vs

Rosa B Gates administratrix

This day this cause comes on to be heard on the petition for a review of the judgment rendered in Case No. in this Court wherein Robert Sellers & Co are plaintiffs, and Seth Gates was defendant, for the sum of one hundred and fifty eight dollars, and thirty five cents, and costs of suit taxed at \$12.90, and was submitted to the Court.

Whereupon the Court find that said judgment is wholly unsatisfied; that said judgment was rendered on the 1st day of October 1893, for said sum, that said Seth Gates (defendant) has died since the rendition of said judgment, and that said Rosa B Gates, the defendant in this action is the duly appointed and qualified administratrix of the estate of said Seth Gates, deceased, and has voluntarily entered her appearance in this case, and no cause being shown to the contrary. It is by the Court ordered that said Rosa B Gates, be made a party defendant to the judgment aforesaid, which the Court find to amount to on this day, including interest and costs the sum of \$281.28. That said judgment be reviewed and execution is awarded against said Rosa B Gates, as said administratrix for said sum.

It is further by this Court ordered that said administratrix pay the costs of this action taxed to \$

6659

6707

Monday July 2^d AD 1894

6649 }
The Third National Bank
of Cincinnati Ohio
vs
W. S. Vaughan

This day this cause came on for hearing on the demurrer of plaintiff to defendant's answer, and was argued by counsel. On consideration whereof, the court overrules said demurrer, and the plaintiff not desiring to further plead, this cause is dismissed by the court without prejudice to a new action, at plaintiff's costs, to all of which plaintiff excepts, Judgment against plaintiff for costs.

6721 }
Joseph Graham
vs
B. F. Carpenter & Son

This case was submitted to the court on Motion of defendant to dismiss the action for want of prosecution on consideration whereof the court overrules said motion, and leave is granted the plaintiff to file a petition herein in 30 days.

6659 }
H. N. Dingley
vs
O. S. Wynegar

This case came up on motion of G. F. Hill, that he be substituted as the defendant, instead of O. S. Wynegar. Motion granted, and leave given to file answer.

6707 }
James M. Lance
Administrator of the
Estate of Job Scott dec'd
vs

Martin Turner

This day this cause came on to be heard, and the defendant being in default for answer and demurrer, and the court being fully advised in the premises, it is ordered and adjudged, that the sum of \$1234.13, with interest from December 26th 1893, and that the mortgaged premises described in plaintiff's petition be foreclosed, subject to the dower of Phoebe Turner, wife of the defendant Martin Turner, and that unless said sum of \$1234.13 be paid by the defendant Martin Turner or some one for him, within ten days from the date of this entry, said premises described in plaintiff's petition shall be appraised and sold according to law, and the proceeds brought into court for further distribution. And Phoebe Turner is by leave of the court made a party to this action, and files her answer and cross petition herein. And all questions arising

the remainder are hereby reserved for further order, and Phoebe Turner wife of Martin's Turner, hereby demands that a homestead be set off to her in said premises,

6744.

L. M. Ward
vs
Village of Marysville } This Cause is Continued.

The State of Ohio }
vs
Robert Perdum } This day this Cause came on to be heard and the defendant came not, and thereupon the Court orders this Cause to be continued, to the next term of this Court, and the Case is therefore continued.

6728 L. J. Green } Leave is given plaintiff to file petition herein
vs
W. H. Marriott } in 30 days, from this date July 2^d 1894.

6707 James Lance admr }
vs
Martin's Turner } This day this Cause came on to be heard upon the motion of Phoebe Turner, and thereupon the Court being fully advised in the premises, finds that said Phoebe Turner be made a party defendant in this case and it is ordered and leave is granted her to file cross petition which is done, and this Cause is continued as to all questions affecting the rights of said Phoebe Turner.

6788 Edwin H. Perkins et al }
vs
Alford Scott et al } This day on motion, it was ordered by the Court that W. H. Merchant be made party plaintiff in the above case as administrator de bonis non of Absalom Leggett deceased and that the judgment of \$344.48 and interest thereon from the 25th day of June 1892 heretofore rendered at this term of court against defendant Alford Scott, and the administrator de bonis non of Absalom Leggett deceased, be paid to said Merchant as such administrator.

Monday July 2^d A.D. 1894.

6744.

The Connecticut Mutual Life
Insurance Company - plaintiff
vs
Daniel A Cross et al
Defendants.

This Cause now coming on for hearing on the petition of the plaintiff, and the defendants having each severally entered their appearance therein, and waived all questions of time, and consented to decree of foreclosure being entered against them, and on said waiver and consent being in default for answer and demurrer, the Court do find that all questions of the petition are thereby confessed by them to be true, and that there is due to the plaintiff from the defendants Daniel A Cross, George P Cross, and J W Cross, the promissory notes set forth in the petition with interest to date of this decree, the sum of \$2414.81. Two thousand four hundred and fourteen and 81/100 dollars. —

The Court further find that in order to secure the payment of said note the defendants Daniel A Cross, J W Cross, and George P Cross, and his wife Margaret Cross, executed and delivered to the said The Connecticut Mutual Life Insurance company the plaintiff their certain mortgage as in the petition described, and the premises therein described. That said mortgage was duly recorded in Book 27 page 577 of the record of mortgages of Union County Ohio, and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore considered by the court that the plaintiff the Connecticut Mutual Life Insurance company, recover from the defendants the said sum of \$2414.81 with 8 percent interest thereon from this date, and its costs herein expended, and it is further adjudged and decreed that unless the defendants Daniel A Cross, John W Cross and George P Cross, shall within 20 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 of thereon from the 2^d day of July 1894, 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, commanding him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this court for further orders,

Monday July 2^d AD 1894

6704

Cyrus Zimmerman, Receiver, }
vs } plaintiff
Robert Kelbery et al }
defendant,

6704

And now it appearing to the Court that it is necessary to sell the lands described in the petition of the plaintiff herein, to satisfy the indebtedness therein, in said petition set forth, and alleged in the answer and cross petition of the defendant A. M. Robinson, on Motion of the plaintiff it is ordered that the lands heretofore placed in his custody as receiver, heretofore appointed in this action, - proceed as in case of ^{sale} real estate upon execution, to sell the real estate hereinafter described, and return and return his proceedings without unnecessary delay. Said real estate is bounded and described as follows:
Township; Beginning at a stake in the ^{center of} gravel road, and North Easterly corner to Survey No. 7245; Thence with the North Easterly line of said Survey No. 7245, S 57 1/2° W 17 1/4.00 poles to a stake; Thence N. 30 1/2° W 3 68.00 poles, to a stake near a small Walnut tree; Thence N. 17 1/4° E 12 05.00 poles to a stake; Thence S 73 1/2° E 14 24.00 poles to a stake in the center of said Gravel Road; Thence with the center of said Gravel Road S 24° W 2 24.00 poles, to the beginning, containing 136 poles of land same land deeded to M. L. Denefee by Andrew Brown's wife.

2^d Tract: Beginning at a stake in the center of the Gravel Road, and North westerly corner of said Survey No. 7245 Thence S 24° W 2 26.00 poles to a stake, in the North westerly line of said Survey No. 7245; Thence with said line North, 59 1/2° E 10. poles to the beginning containing 32 poles of land.

3^d Tract: Three certain town Lots in Unionville Center Union County Ohio, as follows, No 81. No 82 & No 83. in the Duskum addition to said village.

Terms - one half Cash and one half in one year,

6527

66523

John R Taylor admr }
vs } plaintiff
Levi Bolt et al }
defendants

This day this cause came on and was heard on the 2^d Amended petition of plaintiff and was argued by counsel on considerations whereof the defendant is required by the Court to plead to said 2^d Amended petition by August 10th 1894.

Monday July 2^d 1894

6709
 T. N. Barkdull,
 vs
 William D. Noggle et al }

This day came on this cause to be heard on the petition of the plaintiff, and the evidence, and the court find that the defendants, William D. Noggle and Amanda Noggle have been duly served with summons, in this case, and they are in default for answer or demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant, on the promissory note set forth in the petition the sum of \$640³⁵ at this date July 2^d 1894, which said amount bears interest from this date at 8 per cent.

The Court further find that in order to secure the payment of said Note, the defendants executed and delivered to said plaintiff their certain Mortgage as in the petition described and on the premises therein described, that said Mortgage was duly recorded in Book 24 Page 587, of the record of Mortgages of Union County Ohio, and is a good and valid lien on the premises therein described in the petition, and that the conditions of said Mortgage have been broken.

It is therefore considered by the court that the plaintiff recover from the defendant the said sum of \$640³⁵ and interest at 8 per cent from this date, with costs of suit, and in default thereof that an order of Sale issue by the clerk of this court to the sheriff of this county commanding him to advertise and sell the premises in the petition described according to Law, to satisfy said judgment interest and costs,

6527
 Sumner Harris
 vs
 Wm D. Herrick }

This day came on this cause to be heard on motion of plaintiff to dismiss the appeal for want of proper transcript in the case, and was argued by counsel on considerations whereof the court being fully advised in the premises, do sustain said motion.

It is therefore considered that the court that the appeal be, and the same hereby is dismissed at the cost of the defendant, judgment against defendant for costs, and it is further ordered that the clerk of this court send a transcript of this order to S. W. H. Durborn Justice of the Peace of Jerome Township.

Monday July 2 1894

6527 } George Guder
 plaintiff
 vs
 The Union Central Life }
 Insurance Company }
 defendant

This cause coming on for hearing on the demurrer to the amended petition of the plaintiff, was argued by counsel and submitted to the court,

On consideration thereof the court do sustain the said demurrer, thereupon plaintiff asked and obtained leave to file a second amended petition, which the court orders filed by Sept 1st 1894

6376

6570 } Moses Thompson
 vs
 B V Buffington }

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 to ~~strike~~ require 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,

6764

6357 } Charles Johnson
 vs
 Wm M Carlisle }

This day this cause came on for hearing on the demurrer of the plaintiff to the second defence in the second amended answer of said defendant, herin filed, and the same was argued by counsel and submitted to the court, On consideration whereof the court do overrule said demurrer, It is ordered by the court that the firm of Carlisle and Talmage be made parties defendant herin, with leave to plead by Sept 1st 1894,

To all of which rulings and decisions the plaintiff then and there excepted,

The office of clerk of Court, of Union County Ohio

July 11 1894,

6376

W. H. Witter plaintiff }
vs
E. B. Loyd defendant }

This day came the parties hereto, and settled this cause by compromise, and the plaintiff receipted the Docket, in full for his claim, and the defendant paid to the clerk the costs and thereupon it is considered that this cause be, and the same is hereby settled and dismissed,

The Office of Clerk of Court of Union County Ohio
Order of Injunction

Sarah A. Hamer

6764

plaintiff }
vs
J. T. Hamer defendant }

Before the Probate Judge - No 6764.

Motion for temporary injunction in the Court of common pleas.

Union County Ohio

And now on this 26th day of July 1894 came the plaintiff by Wm. Newkirk, her attorney; and it being made to appear that there is at this time no common pleas, Circuit or Supreme Judge, within said County, the motion of the plaintiff for a temporary injunction came on and heard upon the petition of the plaintiff - therein filed, 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 defendant J. T. Hamer from encumbering, or in any manner interfering or disposing of the property in the petition described, as prayed for in said petition of plaintiff, it is further ordered that the clerk of the common pleas Court issue summonses in this case endorsed injunction allowed. It is further ordered that all undertakings in the premises, be dispensed with,

James M. Campbell Probate Judge

The office of Clerk of Court of Union Co.
Order of Injunction.

The Robinsons Curry Co
plaintiff
vs
Wm Moffit Ed
G. P. Haines
Defts.

Before the Probate Judge

Motion for temporary injunction in the
Court of Common Pleas,
Union Co. Ohio

6773

And now on this seventh day of August 1894 came
the plaintiff by Robinson & Woodburn their 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
The Robinsons Curry Co. and the motion aforesaid therein filed, and after
hearing the argument of counsel, and being fully advised in the premises it is
considered and ordered that a temporary injunction be and the same hereby is
allowed in this case to restrain the said defendants from taking, disposing of
or in any manner interfering with the property and rights in the petition described
as prayed for in said petition of plaintiff. It is further ordered that the
Clerk of the Court of Common Pleas issue summons in this case endorsed
injunction allowed on said plaintiff, giving an undertaking to the said
defendants, conditioned according to law with security to be accepted by the
said Clerk of the Court of Common Pleas, in the sum of \$200⁰⁰.

James M. Campbell Probate Judge

The office of Clerk of Court of Union Co.
Order of Injunction

Catharine Weber
Plaintiff
vs
Christian W. Weber
Defendant

Before the Probate Judge

Motion for temporary injunction in the
Court of Common Pleas
Union Co. Ohio

6774

And now on this 8th day of August 1894 came the plaintiff by
Meyer Cameron & Cameron their attorneys; and it being made to appear
that there is at this time no Common Pleas, Circuit, or Supreme Judge
within said County, the motion of the plaintiff for a temporary injunction
came on and was heard upon the petition of the plaintiff and the motion
aforesaid 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 visiting the plaintiff, or entering her house in
the petition described, or in any manner interfering with her, the said
plaintiff until the further order of the Court, as prayed for in said petition
of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue
summons in this case endorsed injunction allowed.

James M. Campbell Probate Judge

Monday July 2^d AD 1894

6747

Mary Raudall }
vs
William Elliott }

This day this cause came on for hearing upon the petition in error and the transcript of the proceedings and judgment of the Probate Court of Union County, Ohio, and the same was argued by counsel and submitted to the Court, on consideration whereof the Court find that there is error in said proceedings and judgment, and the said judgment is therefore reversed at the cost up to the present time of the defendant in error, William Elliott, as administrator of said Estate of James Mulvane, deceased. It is further ordered that this cause be retained for hearing in this Court, with leave to all parties to plead herein by September 1st 1894.

Amy E Mitchell }
vs
Mary E Lehman }

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners hereof appointed herein, and on the motion to confirm the same. And it appearing that said estate can not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of the value thereof free from the dower of the said Mary E Lehman in the sum of One hundred and Seventy Five Dollars (\$175⁰⁰) the Court find the said return and proceedings in all respects correct and in conformity to Law and do therefore approve and confirm the same. And therefore neither of said parties electing to take said estate at its appraised value and the said Mary E Lehman having by her answer waived her dower by metes and bounds and asked that in lieu thereof its value be paid her in money - on motion of the plaintiff, it is ordered that said premises be sold at public auction free of the dower of the said Mary E Lehman, and that an order issue therefor to the Sheriff of Hardin County. And on motion and for good cause shown it is ordered that the sale be made for cash - And the said Sheriff is ordered to return his proceedings to this Court - without unnecessary delay -
D. W. Myers Atty for Pltff -

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 April, AD 1894, was begun on the first Monday, the 9th day of April 1894, and continued from day to day by regular adjournments, until this 2^d day of July 1894, and is now adjourned without day

Attest
W. M. Groves
Clerk of the Court of Common Pleas,
of Union County Ohio

The office of Clerk of Court of Mason Co Ohio
 August 11th 1894
 Cathrine Weber }
 vs }
 Christian W. Weber }

Order of Injunction
 No 6774

6774

This day came this cause on to be heard upon the application of the plaintiff for alimony pending this suit.

On consideration whereof the Court sustains said appeal and it is ordered by the Court that the defendant pay the plaintiff as her alimony pending this suit the sum of One Hundred Dollars payable on or before the 20th day of August 1894 and in default of payment execution issue therefor.

Approved
 August 10th 1894 John A. Price
 Judge

The office of Clerk of Court of Mason Co Ohio
 August 11th 1894
 Belle Waters }
 vs }
 David Waters }

No 6730

6730

This day came the cause to be heard upon the application of the plaintiff for alimony pending this suit.

On consideration whereof the Court being fully advised in the premises sustains the said application and it is allowed by the Court that the defendant pay to the plaintiff - as her alimony pending this suit the sum of seventy five Dollars \$75⁰⁰ on or before the 1st day of September 1894 and \$37⁵⁰ on or before the 20th day of September 1894 and in default of payment execution awarded.

Approved
 August 10 - 1894 John A. Price
 Judge

The office of Clerk of the Court of Common Pleas, Union County Ohio
 The State of Ohio, }
 Union County } ss. Court of Common Pleas.

It is ordered that the clerk of this said Court shall between the hours of ten o'clock forenoon and twelve o'clock noon on the fourth Monday ^{to wit: on the 13th day of August 1894} previous to the sitting of the Court of Common Pleas in said County, in the presence of the Sheriff proceed, in accordance with the law in such cases made and provided, to draw from the jury wheel fifteen names of persons to serve as Grand Jurors, and twenty names of persons to serve as petit Jurors, and shall forthwith issue venuries for the said Jurors so drawn, to be and appear before said Court on the first day of the Term thereof, to wit: on the 10th day of September A.D. 1894, at ten o'clock in the forenoon of said day.

John A. Price
 Judge of the Court of Common
 Pleas, of the 3^d Sub-division, 10th
 Judicial district of Ohio,

In the matter of
 Appointment of
 Deputy Clerk

To the Hon. John A. Price Judge of the
 Court of Common Pleas of Union Co.

The State of Ohio
 I Jasper Union County, ss.

I Jasper N. Gosnell Clerk of the Court of Union County O,
 hereby appoint John A. Gosnell of Mansfield Ohio to be one of his
 Deputies

The said John A. Gosnell is a duly qualified elector of said
 County and I ask that his appointment of Deputy Clerk of Court
 of Union County Ohio be approved this 14th day of August A.D. 1894
 Jasper N. Gosnell Clerk of Court of Union County Ohio

The foregoing appointment is hereby approved and confirmed
 this 16th day of August 1894.

John A. Price Judge of Court of Common Pleas
 I do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Ohio and that I will faithfully discharge the duties of the office of Deputy Clerk of Court to which I have been appointed, according to law and to the best of my ability.

John A. Gosnell
 Sworn to and subscribed before me J. N. Gosnell Clerk of the Court in and for
 the County aforesaid this 16th day of August 1894.

J. N. Gosnell Clerk

The Office of the Clerk of Court of Union County, Ohio
August 24th 1894

Catherine M. Bushong Ed
Elsworth & Cook

Order of Injunction

vs

The Board of Education of
Liberty Township Union County
Ohio John Hartshorn as Clerk
of said Township Ed John Hartshorn

Before the Probate Judge

Motion for temporary injunction
in the Court of Common Pleas Union County, Ohio

6774 And now on this 24th day of August 1894 came the plaintiffs by S. J. Southard
their Attorney and it being made to appear that there is at this time no Common
Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiffs
for a temporary injunction came on and was heard upon the petition of
the plaintiffs and the motion & 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 defendants and each of them and
their successors as such board of Education and said Township Clerk from
entering upon said lands of Plaintiffs in the petition described and from
removing any of Plaintiffs said property therefrom, and from doing any-
thing whatsoever in the furtherance of such threatened removal as prayed for
in said petition of Plaintiffs. It is further ordered that the Clerk of the Court of
Common Pleas issue summons in this case endorsed injunction allowed
on said plaintiffs, giving an undertaking to the said defendants, conditioned
according to law with security to be accepted by the said Clerk of the Court of Common
Pleas in the sum of \$200#

James M. Campbell Probate Judge

6785

6793

The office of the Clerk of the Court of Union County Ohio
August 24th 1894

Order of Injunction.

Edwin R. Hotimiller

vs

Charles Shirk and
Adam Robinson

Before the Probate Judge

Motion for temporary injunction in the
Court of Common Pleas Union County Ohio

And now on this 24th day of August 1894 came the plaintiff by Messrs Cameron
Cameron his attorneys, and it being made to appear that there is at this time no
Common Pleas, Circuit or Supreme Judge within said County the motion of
the plaintiff for a temporary injunction came on and was heard upon the petition
of the plaintiff and the Affidavit therein filed, and after hearing the argument
of counsel, and being fully advised in the premises it is considered and ordered
that a temporary injunction be and the same hereby is allowed in this case to
restrain the said defendant Charles Shirk and Adam Robinson from further
operating the machinery and apparatus mentioned in the petition, and from further
sinking said well, and from obstructing said street with said machinery and from
interfering with Plaintiffs spring, and from permitting any one in their employ
or under their control, from doing any of the things herein specified
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 in-
junction allowed on said plaintiff giving an undertaking to the said de-
fendants, conditioned according to law with security to be accepted by the
said Clerk of the Court of Common Pleas in the sum of \$200#

James McCampbell Probate Judge

The office of the Clerk of the Court of Union County Ohio.

August 31st 1894

Order of Injunction

Carrie A. Harriott
Plaintiff

vs

William B. Harriott
Defendant

Before the Probate Judge

Motion for temporary Injunction in the
Court of Common Pleas Union County Ohio.

And now on this 31st day of August 1894 came the Plaintiff by the D. W. Ayers her
Attorney: and it being made to appear that there is at this time no Common Pleas
Circuit or Supreme Judge within said County the motion of the plaintiff for a
temporary injunction came on and was heard upon the petition of the plaintiff and
the Affidavit thereto attached and there with filed, and after hearing the argument of counsel
and being fully advised in the premises it is considered and ordered that a temporary in-
junction be and the same hereby is allowed in this case to restrain the said defendant from
selling the Property in the Petition described, or any part thereof, and from entering, remaining
in, or in any way staying at or near, the residence in the petition mentioned, 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. It is further ordered that an
undertaking in the premises be dispensed with.

James McCampbell Probate Judge

6785

6793

Monday Sept-10th 1894

State of Ohio County of Union ss:

This separate session of the Court of Common Pleas of the 10th Judicial District and 3rd Subdivision of the State of Ohio within and for the County of Union for the term of September in the year of our Lord One thousand Eight hundred and Ninety four held in the Court House in the City of Mansville County of Union State of Ohio was begun on the 10th day of September in the year aforesaid.

Present Hon John A Price Judge of the Court of Common Pleas of the 3rd Subdivision 10th Judicial District of Ohio
Wm D Snodgrass Sheriff of Union County Ohio

Attest

J. M. Gosnell

Clerk of the Court of Common Pleas of Union County Ohio.

The venire facias for a Grand Jury heretofore issued and returnable this 10th day of September at 10 O'clock A.M. was duly returned by the Sheriff with his endorsements thereon to wit:

September 10th 1894. Served the within named Jurors as follows to wit:

The State of Ohio Union County ss:

On the 13th day of August 1894 I received this venire and served the same on the several Jurors therein named at the times and in the manner placed opposite their names indorsed hereon as follows:

Wm Howard Sr. Aug 13 th 1894 Postal	Wm D Snodgrass Sheriff
Aaron Shirk " " " "	S. L. Laughrey Aug 13 th 1894 Postal
S. B. Holycross " " " "	A. J. Hare " " " "
Jacob Hartman " " " "	J. L. Fish " " " "
W. W. Rhoads " " " "	Luther Turner " " " "
W. G. Hamilton " " " "	J. F. Bennett " " " "
Ruben Poling " " " "	L. W. McAllister " " " "
J. S. Styer " " " "	E. W. Blain " " " "

Wm D Snodgrass Sheriff

And upon calling the same in open court Aaron Shirk, Jacob Hamilton, Ruben Poling, W. W. Rhoads, W. G. Hamilton, Ruben Poling, J. S. Styer, S. L. Laughrey, A. J. Hare, J. L. Fish, Luther Turner, J. F. Bennett, L. W. McAllister and E. W. Blain

Wm Howard & S. B. Holycross appeared in answer thereto; and for good cause shown the Court excused Wm Howard and S. B. Holycross, and the panel being incomplete the Sheriff summoned as talesman to complete the same the following named persons who appeared in answer thereto to wit: Henry Hightberger and Wm Sidle, and the panel being full the Court appointed J. F. Bennett Foreman of the Grand Jury and with his fellow jurors took the Oath 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 rooms attended by the Sheriff. The following named persons compose the Grand Jury to wit: (1) J. F. Bennett Foreman of the Grand Jury

- | | | | |
|------------------|------------------|---------------------|----------------------|
| 2 Aaron Shirk | 6 Ruben Poling | 10 J. L. Fish | 14 Henry Hightberger |
| 3 Jacob Hartman | 7 J. S. Styer | 11 Luther Turner | 15 Wm Sidle |
| 4 W. W. Rhoads | 8 S. L. Laughrey | 12 L. W. McAllister | |
| 5 W. G. Hamilton | 9 A. J. Hare | 13 E. W. Blain | |

Answered

Monday Sept. 10th 1894

The State of Ohio
County of Union ss

The Separate Session of The Court of Common Pleas of the
10th Judicial District and 3rd Subdivision of the State of Ohio within
and for the County of Union for the term of September in the year
of our Lord One Thousand Eight-hundred and Ninety four held in the
Court House in the City of Mansville County of Union State of Ohio
was begun on the 10th day of September in the year aforesaid.

Present
Hon John A Price

Judge of the Court of Common Pleas
of the 3rd Subdivision 10th Judicial District of Ohio
William G Snodgrass Sheriff of
Union County Ohio

Attest
J. V. Gosnell

Clerk of the Court of Common Pleas of Union County Ohio.
The Venire facias for a Grand Jury heretofore issued and returnable
this 10th day of September at 10 O'clock A.M. was duly returned
by the Sheriff with his endorsements thereon as follows to wit:

Sept- 10th 1894 - Served the within named Jurors as follows to wit:

The State of Ohio Union County, ss:
On the 13th day of August 1894, 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:

- | | | |
|------------------|-----------------------------------|----------------|
| Wm Howard sr. | Served Aug. 13 th 1894 | By Postal Card |
| Aaron Shirk | " " " | " " " |
| S. B. Holycross | " " " | " " " |
| Jacob Hartman | " " " | " " " |
| W. W. Rhoads | " " " | " " " |
| W. G. Hamilton | " " " | " " " |
| Rubin Poling | " " " | " " " |
| J. S. Styer | " " " | " " " |
| S. L. Laughrey | " " " | " " " |
| A. J. Hare | " " " | " " " |
| J. L. Fish | " " " | " " " |
| Luther Turner | " " " | " " " |
| J. F. Bennett | " " " | " " " |
| L. W. McAllister | " " " | " " " |
| E. W. Blaine | " " " | " " " |

And upon calling the same in open Court all of the same
answered (except S. B. Holycross and Wm Howard sr, the deficiency was
filled by Henry Hightbarger and Wm Sidle from by Standees)
Aaron Shirk, Jacob Hartman, W. W. Rhoads, W. G. Hamilton,
Rubin Poling, J. S. Styer, S. L. Laughrey, A. J. Hare, J. L. Fish,
Luther Turner, J. F. Bennett, L. W. McAllister, E. W. Blaine, Henry Hightbarger,
Wm Sidle. Answered w their names. And the panel being full

Monday Sept. 10th 1894

The Court appointed J. F. Bennett Foreman of the Grand Jury and he with his fellow Jurors took the oaths in the manner and form prescribed by law and the said Jury being instructed by the Court in relation to their duties were conducted to their room ^{attached} by the Sheriff.

The following named persons compose the Grand Jury.

- 1 J. F. Bennett - Foreman
- 2 Aaron Shirk
- 3 Jacob Hartman
- 4 W. W. Rhoads
- 5 W. G. Hamilton
- 6 Ruben Poler
- 7 J. S. Myers
- 8 S. L. Langhuy
- 9 J. A. Wade
- 10 J. L. Fish
- 11 Luther Turner
- 12 L. W. McAllister
- 13 E. W. Blain
- 14 Henry Highbargain
- 15 Wm. Sible

Moses Thompson }
 vs } Entry
 B. W. Buffington }

This day came the parties and this being the day assigned for the trial of this case before the jury was called, the case come on to and heard upon the exceptions of the defendant to the deposition of Calist Burt and was argued by Counsel on Condition whereupon the Court overruled said exception and the defendant ~~accepted~~ ^{accepted} this case was further heard upon the exceptions to the deposition of Charles Hahn and Albert Hahn and J. W. Robinson and J. E. Myers and the Court after hearing said exceptions the Court finds from evidence that said depositions was not legally filed ^{until 10 days} and said exception ^{is sustained} and thereupon on motion of the plaintiff ^{at 5 O'clock a.m. limit} this cause is postponed until tomorrow morning to which postponement defendant accepts

Robinson & Woodburn for plaintiff
 J. L. Cannon Def.

6389

9510

6510

Monday Sept. 10th 1894

6389

Walter C Fullington

Surviving partner

v-s

Thomas Phillis et al } This day by leave of the Court the plaintiff filed his
 supplemental petition and the Bank of Marysville its cross petition, and there-
 upon cause came on to be heard by the Court whereupon the Court found that the heirs
 of Charles Phillis demand have relinquished by deed all claim & interest in & to the
 matters, property & real estate in said petition referred to to Charles Phillis Guy
 Ernell Guy, Alice B Guy, Nettie A Phillis, Charles W Phillis, Versna McPhillis, Fullington
 Guy Phillis and Ethel E Phillis and that the allegations of said petition and supplemental
 petition are true. It is therefore considered ordered and adjudged by the Court that the
 conveyance and transfer of said lot and Bank building and fixtures and furniture and
 good will and assets as described in said petition be and they are confirmed and all
 of said defendants interests therein are hereby transferred to said Incorporated Bank of
 Marysville and their possession and title quieted thereon against all of said defendants.
 Also for the purpose of settling all the remaining business of said Bank of Fullington and
 Phillis not yet settled, the said W. C. Fullington is authorized to sell and convey by good
 and sufficient deeds the real estate in his name for the benefit of said Fullington and
 Phillis and that he as soon as practicable file his statement in this Court of the
 conditions of the accounts of said old Bank giving the amount of proceeds of sales of
 said lands and expenses and receipts for the use of said lands and showing the
 present condition of all said unsettled business so as to reach a settlement of said
 partnership business at as early a period as practicable and for that ^{and other} purposes
 this cause is continued.

Sept 10th 1894In the Court of Common Pleas
Union County Ohio.

Emma M Noelp

v-s

Entry

George Kleiber et al }

6770

6749

And now this cause coming on to be heard on the petition the answer of all the defendants and the evidence the Court find that all the defendants have duly entered their appearance herein and have had due legal notice of the pendency and demand of the said petition and that Philip Kleiber under whom the parties organ ally claim died more than one year prior to the filing of the petition. Thereupon the Court further find that the plaintiff and the defendant herein after named are tenants in common in the estate described in the petition; that the said Catherine Kleiber is entitled to an estate equal to dower - viz - a life estate in the undivided one-third part of said premises - and that subject unto the plaintiff Emma M Noelp has a legal right to the one-half of said estate, and the defendant George Kleiber, a legal right to the one-half thereof, 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 an estate equal to dower therein be assigned to the said Catherine Kleiber; and that A. S. Mowry, Geo W Robinson & Ed Philip Rupright, three Judicious and 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 Catherine Kleiber that if in the opinion of said Commissioners said estate cannot be divided by metes and bounds without injury to the value thereof no estate be assigned said Catherine Kleiber and that said premises be appraised and free from her said 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 to set off and assign the estate of said Catherine Kleiber, if said estate can be divided in manner as above. If not without injury to said Estate, in the judgment of said Commissioners, then that said premises be appraised free from the interest of said Catherine Kleiber - And of his proceeding herein the said Sheriff is ordered to make due returns.

Approved *Portia Berlin*
J. E. Guffelt

Sept-10th 1894

The Office of the Clerk of the Court of Union County Ohio,
Catharine M Bushong } Sept-10th 1894

vs

6749

Grant Kilbury
and

J. E. Enty

William Willwood } This day this cause came on to be heard on the
Petition of Plaintiff and the Court finds that each of said defendants
have been duly served with summons and are properly in Court
and the defendants and each of them are in default for answer or
demurrer to the petition herein, and the Court finds that the allegations
contained in the petition are true therefore it is considered and
adjudged by the Court that the said Plaintiff Catharine M Bushong
recover against the said Grant Kilbury and William Willwood
and each of them severally on the promissory note described in
Plaintiff petition the sum of Seven hundred and twenty (\$720) Dollars
which Judgment is entitled to draw interest at the rate of 8% per annum
from the 10th day of September 1894 together with her costs.

Sept-10/94

Approved

John A Price Judge

Thompson Court adjourned until 8 1/2 O'Clock tomorrow morning

Tuesday Morning Sept 11th 1894

Court convened at 8 1/2 O'Clock in the morning pursuant to adjournment.

Present Hon. J. A. Rice Judge

Wm. G. Snodgrass Sheriff

attest J. N. Gornell Clerk of Court

6797

Daniel T Lee }
 vs } Entry
 Mary Bachelor and }
 Court of Common Pleas
 Union County Ohio

On motion of the plaintiff, and upon proceeding 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.

6723

And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser Daniel T Lee in fee simple.

It is further ordered out of the proceeds of said sale the Sheriff pay to the Clerk of this Court the costs of this action including a counsel fee of \$173⁰⁰ to Voorhees and Voorhees for their services herein, taxed at \$324⁰²

Second- And of the residue of the proceeds of said sale to the plaintiff Daniel T Lee one half of the cash proceeds, to wit, the sum of \$1421⁰⁷ (said plaintiff being the purchaser, no notice given him)

To the said Mary Bachelor one fourth of the cash proceeds, to wit, the sum of \$710⁷⁵ and also two notes each for the sum of \$791⁷⁵, One due August 4th 1895 and August 4th 1896.

To the said John M Bradner, Susan Bradner, Henry K Bradner, Nellie Bradner, William Bradner, James Bradner and Caroline Bradner each one twenty eighth of the cash proceeds, to wit, the sum of \$101⁵⁹; and also each two notes, amount of each note the sum of \$113⁰⁰, due and payable in one and two years from August- 4th 1894, all of said deferred payments to bear interest at 2 1/2 per cent from August 4th 1894.

65-10

Moses Thompson }
 vs } Entry
 B. V. Buffington }

This day came the parties by their Attorneys, also came the following named persons as jurors to wit: John Cochran, Israel Fagle, George Hardiman, A. C. Platt, Jacob W. Nash, H. J. Brooks, George Coon, W. H. Loveliss, J. K. Norris, Wm Lee, Levi Keran, and Wm Geer, and the trial proceeded the jury having heard the evidence in part and the hour of adjournment having arrived this case was continued until tomorrow morning.

6797

Louis L. Conrad
 Executor }
 vs
 J. L. Berger Jr } Entry

This day came the plaintiff by John M. Brodrick his Attorney and thereupon came W. W. Merchant one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly sworn waived the issuing and service of process and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney confessed that there is due from said defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of \$2286⁷⁰. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$2286⁷⁰ so as aforesaid Confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum on \$1083⁵⁶ and 6 per centum per annum on \$1202⁸⁴. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Thereupon Court adjourned until 8 1/2 O'clock tomorrow morning

Wednesday Morning Sept 12th 1894

Court convened at 8 1/2 O'Clock in the morning pursuant to adjournment
Present Hon John A Rice Judge

Moses Thompson

6510

^{vs}
B. F. Buffington

This day again came the parties and their Attorneys also the jury heretofore impaneled and sworn herein, and the said jury having heard the further evidence adduced, the hour of adjournment having arrived the case was continued until 8.30 O'Clock tomorrow morning

6693

George Scheidter

6777

^{vs}
Wm H Cunningham

Entry

This day this cause came on to be heard on the petition and evidence the Court find that the defendant Wm H Cunningham and Francis A Cunningham have been duly served with summons and that the firm of Fleck and Chapman have duly entered their appearance 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 Wm H Cunningham on the promissory note set forth in the petition with interest to the first day of this term (sept 10) the sum of Eleven hundred and three & 40/100 Dollars. The Court further find that to secure the payments of said note the defendant Wm H Cunningham and Francis A Cunningham his wife executed and deliver to the said George Scheidter the plaintiff their certain mortgage as in the petition described that said mortgage was duly recorded in Book 24 Page 284 of the records of Mortgages of said Union County and is a good and valid first lien on the premises described in the petition and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant Wm H Cunningham the said sum of \$1103²⁵ and his cost herein expended and it is further adjudged and decreed by the Court that unless the said defendant Wm H Cunningham shall within 5 days from from this decree pay or cause to be paid to the Clerk of the Court of this case and to the plaintiff herein the sum found due to him with interest at 7% from Sept 10th 1894 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 directing him to appraise advertise and sell said premises upon execution and report his proceedings to this Court for further order.

6670

W. W. Merchant Atty for Plaintiff

6717

Whereupon Court adjourned until 8 1/2 O'Clock tomorrow morning.

Thursday Morning Sept 13th 1894

Court convened at 8^{1/2} O'Clock in the morning pursuant to adjournment
Present - Hon. J. A. Price Judge

6693

Alaa Lahm }
vs }
Mary Porter et al }
Entire }
Court of Common Pleas }
Union Co. O. }
Order Partition }

This cause came on to be heard upon the petition, the answer and crosspetition of one of the defendants and the pleadings and record in the cause 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 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 petition should not be made as prayed for in said petition, it is ordered by the Court on motion of J. W. Linkade one of the attorneys for said plaintiff, that by the Oaths of L. B. Harvey, Joseph Raff and William King judicious, disinterested freeholders of the vicinity, upon actual view of the premises, partition be made of said lands in the following proportions to-wit: To the said Alaa Lahm the plaintiff one equal fifth part thereof and to the said Mary Porter W. R. Mowry, J. A. Mowry, and Grace Silberman defendants each one equal fifth part thereof, if the same can be done without manifest injury to the value thereof, and if not that said premises be appraised at the true value thereof in money, and it is further ordered that a writ and order of partition issued to the Sheriff of Union County, Commanding him to cause said partition to be made accordingly.

Leave was granted all the defendants plead in 20 days.

Keller & Athey J. W. Linkade
Attorneys for Plaintiff
Ayers

6570

Moses Thompson }
vs }
B. V. Buffington }

This day again came the parties and their Attorneys also, the jury heretofore impaneled and sworn herein, and the said jury having heard the further evidence adduced, the hour of adjournment having arrived the Case was continued until 8³⁰ O'Clock tomorrow morning, thereupon Court adjourned until 8³⁰ O'Clock tomorrow morning.

6717

Hon. A. Lynch, Receiver et al }
vs }
John Robbins et al }
Court of Common Pleas }
Union County Ohio }

This day this case is settled and costs paid.

Friday Morning Sept. 14th 1894

Court convened at 8:30 O'Clock in the morning pursuant to adjournment

Present Hon. John A. Price Judge

6657

John J. Finley }
vs }
J. W. Severance }

Court of Common Pleas
Union County Ohio.

6510

This cause coming up this 14th day of Sept. 1894 upon motion of Plaintiff for leave to reply in ten days, the Court upon consideration grants such leave.

6779

The Phelps & Biglow }
Wind Mill Co }
vs }
Edward P. Houghton }

Court of Common Pleas
Union County Ohio

6756

This cause coming up this 14th day of Sept. 1894, on the motion of Defendant for leave to answer in thirty days the Court upon consideration grants such leave.

6684

Springfield Brewery }
vs }
John J. Finley }

Court of Common Pleas
Union County Ohio

This cause coming up this 14th day of September 1894, upon motion of Defendant for leave to answer in ten days, the Court upon consideration granted such leave.

6510

Moses Thompson }
vs }
B. V. Buffington }

Entry

This day came again the parties and their Attorneys also, the jury heretofore impaneled and sworn herein and the said jury having heard the further evidence adduced, the hour of adjournment having come the case was continued until 8:00 O'Clock tomorrow morning.

6548

6469

R. W. & N. P. Thompson }
vs }
W. S. Rogers }

Disposed of at the last term of the Court -
leave off the docket

6580

6482

G. W. Williams }
vs }
E. H. Reed }
Entry }
Continued }

6590

Thereupon Court adjourned until 8:30 O'Clock tomorrow morning

Saturday Morning Sept. 15th 1894

Court convened at 8³⁰ O'Clock in the morning pursuant to Adjournment

Present John A. Price Judge

6510

Moses Thompson

vs B. V. Buffington

} Entry

This day again came the parties and their Attorneys also. The jury heretofore impaneled and sworn herein and the said jury having heard the further evidence adduced the hour of adjournment having come the case was continued until Monday 1³⁰ O'Clock in the afternoon

6756

A. S. Morgudgr

vs John T. McCullough

} Entry

In the Court of Common Pleas of Union County Ohio.

This day this cause came on for hearing on the petition of the plaintiff and the defendants being in default for answer or demurrer to said petition the Court find the allegations therein confessed by them to be true. The said Defendant A. S. Morgudgr having filed an answer setting up that he was surety only on said note, the Court find that said allegation in said answer is true. It is therefore considered and adjudged by the Court that said plaintiff recover of said defendant John T. McCullough as principal, and A. S. Morgudgr as surety the sum of One Thousand, Five Hundred and Seventy four and ⁵⁰/₁₀₀ Dollars (\$1574⁵⁰/₁₀₀) - the amount which the Court finds to be due as principal and interest up to September 10th 1894 with Eight per cent. interest thereon from September 10th 1894 and the Costs herein taxed to \$ and execution is awarded thereon

Brodrick for Plaintiff

6548

Eli P Rogers

} Entry

vs W. S. Rogers Administrator

This case disposed of at the last term of Court - Leave off the docket.

6580

Andrew Gill et al

} Entry

vs

Kinsley L Wood

} Continued

6590

Lester Clark

} Entry

vs Junisha Clark

On motion leave is given Reuben Poling Adm^r of Junisha Clark to become defendant and file answer

Saturday Sept-15th 1894

Report of Grand Jury.

This day appeared at the bar of this Court the grand jury heretofore impaneled and sworn in, and for the body of the County aforesaid viz:

(1) Aaron Shirk, (2) Jacob Hartman, (3) W. W. Rhoads, (4) W. G. Hamelton, (5) Ruben Poling, (6) J. S. Styer, (7) S. L. Laughrey, (8) A. J. Ware, (9) J. L. Fish, (10) Luther Turner, (11) J. F. Bennett, (12) L. W. McAllister, (13) E. W. Blaine, (14) Henry Hightbram, (15) William Liddle, and presented to the Court through their Foreman J. F. Bennett, their certain bills of indictment against Charles Lawrence, John Cunningham, T. E. King, Charles R. Sherwood, Sophie Jones, Red Prichard, Jack Welch, Kid Robinson, and Frank Smoot for Burglary and Grand Larceny.

Also, two indictments against Willson Hinds, both for cutting with intent to wound;

Also, one indictment against Henry Williams for Forgery.

Also, one indictment against Frederick Rausch for Assault with intent to rape;

Also, one against J. S. Shepherd for disturbing a meeting. Each endorsed "A true bill"

J. F. Bennett Foreman of the Grand Jury.

Also the following report:

To the Hon. 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 September Term 1894, beg leave to report that they have been in session six 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 59 witnesses, covering Twelve cases, and presented Seven Bills, and ignored Five cases considered by us.

The business has been transacted in as expeditious a manner as possible. During our session we have visited the County Jail and made a complete examination thereof and find that the rules prescribed by the Court for the care thereof and for the government of its inmates, have been carried out and properly enforced.

We found the urinals and water closets in a bad condition, the plumbing bad and out of repair and the sanitary condition of the building dangerous to health, and we earnestly recommend that the proper remedy be applied at the earliest possible date. We also urge upon the Board of Commissioners of the County the necessity of providing the Sheriff with a suitable Barn near his residence believing the County should a Barn and that it should be situated convenient to the Jail and Sheriff residence.

Respectfully submitted

J. F. Bennett Foreman

Sept. 15th 1894.

Saturday Sept-15th 1894

Certificate for pay.

Sheriff's Office Union County Ohio.

Marysville Ohio Sept-15th 1894

To Hon. John A Price, Judge.

The Court charges for the April term A.D. 1894
Union County Common Pleas are due for services rendered are as follows:

To Joseph Lawrence Court Baliff	\$4 00
" Jesse Pearce Deputy	\$4 00
Total	\$8 00

I hereby certify the above bill to be correct.

Wm G Snodgrass

Sheriff of Union County Ohio

To the Clerk of Courts, 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.

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

State of Ohio

vs } Entry
William Rely Gibson

On demand of the Prosecuting Attorney of Union County Ohio
William T Hoopes said Prosecuting Attorney having elected to try
case of the State of Ohio vs William Rely Gibson before the Probate
Court of Union County Ohio

I hereby certify the recognizance and all other
papers in the case returned to this Court by the Justice of the Peace are
hereby turned over to the Probate Court of Union County Ohio

J. A. Gosnell Clerk

Thereupon Court adjourned until 13^o O'clock Monday afternoon.

Monday September 17th 1894

Court convened at 1:30 O'Clock in the afternoon pursuant to adjournment
 Present Hon. John A Price Judge

6667 F. M. Ward } Court of Common Pleas
 vs } Union County Ohio Emory
 Village of Maysville }

The above case has been settled by agreement of parties Costs paid Case dismissed without record

6670

6753 A. J. Robert }
 vs }
 John T McCullough }
 A. H. McCampbell }

This day came the plaintiff but the defendants came not but made default whereupon the plaintiff waived the right of trial by jury and submitted the cause to the Court whereupon the Court being fully advised in the premises found that said defendants are indebted to said plaintiff on the note described in said petition the sum of \$1788⁰⁰ with 8 per cent interest from June 14th 1894 amounting altogether on the 10th of Sept. 1894 (the first day of this term of Court) to the sum of Eighteen hundred and twenty three dollars. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants said sum of Eighteen hundred and twenty three dollars with 8 per cent interest from Sept. 10, 1894 together with costs herein expended taxed to \$

And the Court find that John T McCullough is principal and said A. H. McCampbell is his surety on said note. It is therefore ordered by the Court that the property and real estate of John T McCullough be first applied in paying said debt before the property and real estate of A. H. McCampbell be taken to satisfy said judgment.

6510 Moses Thompson }

vs }
 B. T. Buffington } This day again came the parties and their attorneys also.
 The jury heretofore impaneled and sworn herein and the said jury having heard the further evidence adduced the hour of adjournment having arrived the case was continued until 8³⁰ O'Clock tomorrow morning

Thompson Court adjourned until 8³⁰ O'Clock tomorrow morning

Tuesday morning Sept: 18th 1894

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

6570

Moses Thompson vs Entry
B. V. Buffington

This day again came the parties and their attorneys also. The jury heretofore impaneled and sworn herein and the said jury having heard the further evidence adduced the hour of adjournment having arrived the case was continued until 8:30 O'clock tomorrow morning.

Thereupon Court adjourned until 8:30 O'clock tomorrow morning

Wednesday Morning Sept 19th 1897

Court convened at 8³⁰ O'clock in the morning pursuant to adjournment

Present Hon. John A. Price Judge

6510 } Moses Thompson
 vs }
 6802 } B. V. Buffington

This day again came the parties and their attorneys also. The jury heretofore impaneled and sworn herein and the said jury having heard the ^{remaining} ~~fact~~ evidence ^{and the arguments of counsel on both parts} adduced, the term of adjournment having arrived the case was continued until 8³⁰ O'clock tomorrow morning.

6510

6357

6783

Thompson Court adjourned until 8³⁰ O'clock tomorrow morning

Thursday Morning Sept 20th 1894

Court convened at 8³⁰ O'Clock in the morning pursuant to adjournment

Present Hon John A Price Judge

6802 The Delaware Savings Bank Company vs C. F. Bradley Judgment by Confession for \$323⁵⁰/₁₀₀

This day came the Plaintiff by E. M. Wickham its Attorney and filed its Petition against said Defendant, and thereupon John L. Cortin an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly recited by said defendant, now produced in open Court, proffer shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendant, waived the issuing and service of process, entered the appearance of said Defendant herein, and acknowledging that said Defendant did owe and was indebted unto the Plaintiff as it has in its 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 Three Hundred and twenty three ⁵⁰/₁₀₀ Dollars, bearing interest at 8 per cent 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 The Delaware Savings Bank Company Plaintiff does recover of the said C. F. Bradley Defendant, the sum of Three Hundred and twenty three and ⁵⁰/₁₀₀ Dollars so confessed, as aforesaid, with interest from Sept. 20th 1894 at 8 per cent per annum, and also costs in its behalf expended taxed to it 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.

6510 Moses Thompson vs B. V. Buffington This day came again the parties and their attorneys also. The jury hitherto impaneled and sworn herein did the said jury having heard ~~the~~ ^{in Sept} ~~the~~ ^{the} further arguments of counsel the hour of adjournment having arrived the case was continued until 8³⁰ O'Clock tomorrow morning.

6357 Chas. Johnson vs Wm M Carlisle Entry: This day upon application of Plaintiff leave is granted given him to file reply herein forthwith.

6783 Catharine M. Bushong vs Board of Education of Liberty Township et al This case dismissed at Plaintiffs cost. And costs paid, No Record.

Thursday Sept. 20th 1894

912 The State of Ohio }
vs } Indictment for Burglary
Charles Lincrance } and Grand Larceny.

et al }
Now comes the Prosecuting
attorney on behalf of the State of Ohio, and the defendant Charles
Lincrance being brought into Court in custody of the Sheriff and
arraigned upon said indictment for plea thereto, said he is "not guilty"
and puts himself upon the country, and the prosecuting attorney
doth the like. The said Charles Lincrance demand a separate trial which
was ordered and the cause was assigned for trial on the 1st day of October next.
The Court fixed the amount of Bond for his appearance at said time at
the sum of \$1500⁰⁰.

910

65-10

6625 Caleb Marsh }
vs } Court of Common Pleas } Journal Entry
Joseph O Eubanks et al } Union County Ohio }

On motion of the plaintiff and on his producing
the return of the Sheriff of the sale made under the former order of this
Court on careful examination of the proceedings of the said Sheriff being
satisfied that the same have been had in all respects in conformity to
law and the orders of this Court, it is ordered that 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
Frank M Merriott, by deed according to law, the property so sold and the
said purchaser is hereby subrogated to all the rights of the said lien-
holders in said premises so far as they may be paid herein for the
protection of his title; and it is further ordered that the Clerk cause
satisfaction of the mortgages herein recd on and set up in this case
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 \$729⁰⁰, it is ordered that the Sheriff out of the money
in his hands pay first - the costs of this action taxed at \$
Second: to the plaintiff Caleb Marsh, the amount heretofore found due him
with interest at 8% to wit: \$ the sum of \$557.⁷⁵ Dollars
Third: that he pay to L A Eubanks the balance in his hands on the
amount due on the answer and cross petition of James M Montgomery
which decree the Court finds is now held and owned by said
L. A. Eubanks.

911

915

65-10

Therefore Court adjourned until 8³⁰ O'Clock tomorrow morning.

Friday Morning Sept. 21st 1894

910 Court convened at 8³⁰ O'clock in the morning pursuant to adjournment.
Present - Hon. John A. Price Judge

State of Ohio }
vs } Entry
Ulysses Hill } This day came the prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is "Not Guilty" and puts himself upon the Country, and the prosecuting Attorney doth the like, and the trial was set down for Oct. 5th 1894. The Court fixed the amount of the Recognizance at \$100⁰⁰.

65-10 Moses Thompson }
vs } Entry
B. V. Buffington } This day again came the parties and their Attorneys also. The jury heretofore impaneled and sworn herein and the said jury having heard the remaining argument, and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

911 State of Ohio }
vs } Entry
Henry Williams } Indictment for Forgery.
Now comes the prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into court in custody of the Sheriff and arraigned upon said indictment, for plea thereto saith he is "Guilty". Thereupon it is ordered and adjudged by the Court that the said Henry Williams be imprisoned in the Penitentiary of this State; and kept at hard labor. No part of said time to be kept in solitary confinement, for the period of Eighteen months, and that he pay the costs of this prosecution, taxed at \$

915 State of Ohio }
vs } Entry
J. S. Shephard } 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 the custody of the Sheriff and arraigned upon said indictment, for plea thereto saith he is "Guilty". Thereupon it is ordered and adjudged by the Court, that the said J. S. Shephard pay unto the State of Ohio a fine of Ten Dollars and the costs of prosecution taxed to \$ and execution is awarded therefor.

Therefore Court adjourned until 8³⁰ O'clock tomorrow morning

Saturday Sept 22nd 1894

Court convened at 8:30 O'clock in the morning pursuant to adjournment

Present Hon. John A. Rice Judge

6762

6746

H. M. Haines vs C. Aultman & Co. S. N. McCloud

This day came the plaintiff but the defendants came not but made default whereupon 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 the allegation of the petition to be true and that said defendants are liable on their said Bonds to pay said judgment, costs and interest to them out of the said penalties in the same. It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the said defendant the amount of said judgment, costs and interest to wit the sum of two hundred and ninety dollars and plaintiff costs herein expended taxed to \$ Add said judgment is against said C. Aultman & Co. as principal, and said S. N. McCloud and D. W. Myers as its sureties.

6719

Mary M. Hicks vs Andrew Hicks

This day came the plaintiff and the defendant having been legally summoned by publication and having failed to appear. The Court find 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 the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth, the Court further find upon the evidence adduced that the defendant has been guilty of wilful absence for more than three years prior to the filing of said plaintiffs petition, and that by reason thereof the plaintiff is entitled to a divorce, and restoration to her maiden name as prayed for.

6510

It is therefore ordered and adjudged by the Court that the Marriage Contract heretofore existing between the said Mary M. Hicks and Andrew Hicks be and the same is hereby dissolved, and that said Mary M. Hicks be restored to her maiden name of Mary M. Middleton, and both parties are released from the obligations of the same, and that the defendant pay the costs of this prosecution.

914

State of Ohio vs Wilson Woods Indictment for cutting with intent to wound.

This day came the prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in the custody of the Sheriff and arraigned upon said indictment for plea thereto, with he is "Guilty" and is remanded to the custody of the Sheriff until sentence.

Saturday Sept-22nd 1894

6762

Minnie J Liggett }
vs } Entry
Ezra L Liggett }

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of this petition herein and having failed to appear, the Court find the defendant Ezra L Liggett in default for answer and demurrer to said petition and find that the allegations thereof are confessed by said Ezra L Liggett to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the state of Ohio for one year next preceeding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the defendant had been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is further ordered and adjudged by the Court that the marriage contract heretofore existing between the said Minnie J Liggett and Ezra L Liggett be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education, and control of the said child of the parties hereto be confided to the said Minnie J Liggett exclusively - And the said Ezra L Liggett is hereby enjoined from interfering in any manner with said child, or with said Minnie J Liggett in her custody of it and from visiting said child until further order of the Court.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of three hundred dollars.

It is further ordered and considered by the Court that the said Minnie J Liggett recover from the said Ezra L Liggett her costs herein expended, and execution is awarded.

6510

Moses Thompson }
vs } Entry
B. V. Buffington }

And now come the said jury into open Court with their verdict in writing signed by their foreman and say: We the jury being duly impaneled and sworn, find the issue in this case in favor of the plaintiff and assess the amount due the plaintiff from the defendant on account of first cause of action at the sum of Two thousand one hundred & forty five Dollars and ninety two cents (\$2145.92. Dated Sept-22nd 1894

A. E. Plate Foreman

And the jury being polled on the request of the defendant's Counsel each juror on being inquired of if it was his verdict answered in the affirmative.

Thompson Court adjourned until 12^o O'Clock Monday afternoon

Monday Sept 24th 1894

Court convened at 1³⁰ O'Clock in the afternoon pursuant to adjournment

Present Hon John A Price Judge

Robert & Robinson }
vs } Entry

6476

65-85-

Elijah Mitchell } This day came the parties and their attorneys and settled this cause in open court and by the consent and agreement of the parties the defendant agrees that judgment shall be entered against him upon the note in the petition described in the sum of Ninety five dollars with 6% from July 26th 1891 and for cost of suit and the plaintiff agrees to accept said sum interest and costs in full of said note and in agreement in open court judgment is to be entered as of this note.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover from the defendant the sum of One hundred and thirteen and 3/4 Dollars being the amount principal and interest agreed to by the parties, and it is also adjudged that the plaintiff recover of the defendant his cost herein expended, and that defendant pay his own cost.

State of Ohio }
vs } Indictment for cutting }
Wilson Hinds } with intent to wound } Entry

914

This day came the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into open court in custody of the Sheriff for sentence, whereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court that the said Wilson Hinds be imprisoned and confined in the Penitentiary of this State and kept at hard labor but without any solitary confinement for the period of (4) four years, and that he pay the costs of this prosecution, for which execution is awarded.

John A. Price Judge.

675-5-

Monday Sept. 24th 1894

Margaret Nicely }
v-s } Entry order of distribution

Viola B Jaggus et al }

65-85-

This day the cause came on to be heard upon the motion of Counsel for the parties to distribute the proceeds of the sale heretofore made in the case said sale and proceedings having been examined by the Court and found in all respects correct and in due form of law approved and confirmed the same. Thereupon the Court now on the distribution of the proceeds of said sale, on consideration whereof, finds and order as follows; First that the sum of \$750⁰⁰ be paid to the administrator of the said Isaac L. Botkin deceased, to pay the debts of said decedent. Second that the costs and expenses of this suit amounting to \$432²² including Attorneys fees and taxes amounting to \$32⁰⁰ be paid out of the money arising from said sale in the following proportion to wit: Amelia A Crocker one eighth (8) Owen D Botkin one eighth (8) Clara B Crocker one eighth (8) Owen D Botkin one eighth (8) Theo Botkin one eighth (8) Mary E Mangans one eighth (8) Margaret Nicely one eighth (8) and Viola B Jaggus one eighth (8) and that the Sheriff distribute the residue of the first payment - as follows, To Amelia A Crocker \$231⁴⁶ To Clara B Crocker \$231⁴⁷ To Urith Botkin \$231⁴⁷ To Mary E Mangans \$231⁴⁷ To Margaret Nicely \$198¹² To Viola B Jaggus \$137⁷² To Owen D Botkin \$00. To Theo Botkin \$00. That he divide the residue as follows and take notes with interest from day of sale, and mortgage to secure the same on the premises sold 1st To Amelia A Crocker \$231⁴⁵ in one year and the same amount in two years. 2nd To Owen D Botkin \$00. and the same amount in two years. 3rd To Clara B Crocker \$231⁴⁵ in one year and the same amount in two years. 4th To Urith Botkin \$231⁴⁵ in one year and the same amount in two years. 5th To Theo Botkin \$00. in one year and the same amount in two years. 6th To Mary E Mangans \$231⁴⁵ in one year and the same amount in two years. 7th Margaret Nicely \$198¹² in one year and the same amount in two years. 8th To Viola B Jaggus \$137⁷² in one year and the same amount in two years. It appearing to the court that some of the purchasers of said estate in said partition sale desire to pay cash for the land by them bought, and the Court finding it to the interest of said estate that they be permitted to pay cash, and the parties in interest consenting thereto, it is further ordered that the Sheriff receive cash from said purchasers as desire to pay the same and distribute the same in lieu of notes for default payments.

Leonora Boyd }

675-5-

v-s } This cause coming on was submitted to the Court upon the pleadings and evidence. Leonora Boyd } on consideration whereof, the Court find that the plaintiff, at the time of filing her petition had been a resident of the State of Ohio for one year last past and was at that time a bona fide resident of this County of Union and that the parties were married as in said petition set forth. The Court further finds upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Leonora Boyd and Linn Boyd be and the same hereby is dissolved and both parties are relieved from the obligation of the same. It is further ordered that the custody, care, education and control of the child named in petition to wit Maxwell Boyd be confided to the said plaintiff, exclusively.

Monday Sept. 24th 1894

Martha E Hill

6733

v-s

Israel A Hill

Now came the plaintiff, and the defendant having been duly served with summons and a copy having been legally summoned by publication, and having failed to appear the Court find he is in default for answer and demurrer to said petition, and find 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 the county of Union, and that the parties hereto were married as in said petition set forth. The Court further finds upon the evidence adduced that the defendant has been guilty of wilful absence for over three years from filing of 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 Martha E Hill and Israel A Hill be and the same hereby is dissolved, and both parties are released from the obligation of the same. And the Court further finds that the plaintiff is the owner in fee simple of the following described real estate to wit: Being in survey No 2991 in Jerome Township Union County Ohio. Beginning at a stone in the S. W. corner to the Holmans Lot: Thence N 8¹/₂° E 86 poles to a stone. Thence S 8¹/₂° E 15 poles to a stone. Thence S 2¹/₂° W 4 poles. Thence N 15 poles to the place of beginning containing 2 Acre more or less. Also in same survey. Beginning at the S. W. corner of lot No. 28 in the village of Frankfort. Thence S 8¹/₂° E 11 poles & 14¹/₂ links to a stone from the place of beginning. Thence S 8¹/₂° W 11 poles & 14¹/₂ links to a stone. Thence S 2¹/₂° E 15 poles to place of beginning. Being same property conveyed to plaintiff by James Mitchell by deed of general warranty March 18th 1886. Recorded in Book 57 Page 604 of Record of Deeds Union County Ohio. and the same is therefore restored to her divested of all and every claim title and interest of her said husband and forever barred from any right of dower in same. It is further ordered and adjudged that the defendant pay to the defendant plaintiff as her reasonable alimony the sum of Three hundred Dollars down to plaintiff. And the same is hereby made a lien upon all the real estate of the said defendant. or any interest he may have in any real estate in said County of Union. And in default of any such payment for three days execution is allowed to issue therefor.

It is further ordered plaintiff pay the costs in this action

Thereupon Court adjourned until 8³⁰ O'Clock tomorrow morning

6752

913

Tuesday morning Sept. 25th 1894

Court convened at 8³⁰ O'Clock in the morning pursuant to adjournment

Present - Hon John A Price Judge

A. H. McCampbell

6752

vs

John T McCullough

This day came this cause to be heard on the petition and the supplemental petition filed by leave of the court Sept. 10th 1894 and it appearing to the court that there is due plaintiff for money paid and advanced to defendant by plaintiff as shown in his first cause of action and his supplemental petition the sum of thirty six hundred and two and 5/100 Dollars.

Therefore it is considered ordered and adjudged by the Court that plaintiff recover of the defendant said sum of thirty six hundred and two dollars and Eighty cents with 8 per cent interest from Sept 15th 1894 and his costs to this date taxed to \$

And as to the equitable relief sought by the second cause of action this cause is continued -

State of Ohio

913

vs

Wilson Hinds

Indictment for cutting with intent to wound
Continued by order of Court.

Thereupon Court adjourned until 8³⁰ O'Clock tomorrow morning

Wednesday Sept. 26th 1894

Court convened at 8³⁰ O'Clock in the morning pursuant to adjournment
Present Hon John A. Rice Judge

No 912
State of Ohio
vs
Charles Lawrence
John Cunningham et al }
Indictment for Burglary
and Grand Larceny

Now comes the prosecuting Attorney on behalf of the State of Ohio and the defendant John Cunningham being brought into Court in custody of a Sheriff and arraigned upon said indictment for plea thurst. Both he is "Not Guilty" and puts himself upon the country and the prosecuting Attorney doth the like. The said John Cunningham demand a separate trial which was ordered and the case was assigned for trial on the 2nd day of October next. The Court fixed the amount Bond for his appearance at said time at the sum of \$1000.

And the Court examined the defendant John Cunningham under oath as to his ability to employ counsel to defend him.

916
State of Ohio
vs
Fredrick Rouseh }
Indictment for Assault with
intent to commit a Rape.

This day came the prosecuting attorney on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thurst. Both he is "Not Guilty" and puts himself upon the country and the prosecuting Attorney doth the like and the case set down for hearing on the 3rd day of October 1894. And it appearing that he is indigent circumstances and unable to employ counsel, the Court at his request appointed E. W. Cortin as counsel for his defense.

Thompson Court adjourned until 8³⁰ O'Clock Friday morning

Friday Sept. 28th 1894

Court convened at 8³⁰ O'clock in the morning pursuant to adjournment

Present: Hon. John A. Rice Judge.

Belle Waters }
vs } Entry
David Waters }

6730

This day came the parties and submitted this cause to the Court upon the pleadings and evidence. On consideration whereof the court find that the plaintiff has been resident of the county of Union and State of Ohio for more than the year last past and that she was married and a child was born to them as stated in her petition.

The court finds that the defendant has been guilty of extreme cruelty and gross neglect of duty as stated in her petition, and that by reason thereof the plaintiff is entitled to a divorce.

It is therefore adjudged and decreed by the Court that the marriage relations heretofore existing between said parties be and the same is dissolved and wholly annulled and both parties released from the obligation of the same. The Court further finds that the parties have entered into a written agreement as to the alimony to be allowed the plaintiff, and the custody and nurture of said child which agreement is found to be just and reasonable, and the same is approved by the Court and ordered to be recorded as a part of this decree and the defendant stand charged with the full performance thereof and it is ordered by the Court that the custody of said child be and the same is confided to the plaintiff but she is to permit the defendant to visit it at reasonable times.

James A Gault }
vs } Entry
Aaron Boylaustal }

6640

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

- (1) D. A. Rice (5) Henry Hightbarger (9) George Coon
- (2) W. H. Willis (6) John Cochran (10) Israel Fogle
- (3) Thomas Lovell (7) Jacob V. Nash (11) C. F. Mills
- (4) William Fulton (8) W. J. Brooks (12) W. H. Rott

Who were duly impaneled and sworn according to law: and thereupon the case came on for hearing on the pleadings and evidence, and after hearing the evidence argument and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation.

And now come said jury into open Court with their verdict in writing, signed by their foreman and say: We, the jury being duly impaneled and sworn find the issue in this case in favor of the Plaintiff... and assesses the amount due to the Plaintiff from the Defendant at the sum of Eighty One Dollars and Seventy one cents \$81.70

Henry Hightbarger Foreman

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning

Saturday Sept 29th 1894

Court convened at 8^o o'clock in the morning pursuant to adjournment
Present Hon John A. Rice Judge

6508 Philip Snider vs George A. Fox et al Entry

This day came the parties and settled all matters existing between the Davis & Rankin Building and Manufacturing Co. and the Mansville Cheese and Butter Manufacturing Co. paying all costs in this case and the Attorney fee of Porter & Porter Attys for said Davis and Rankin Building and Manufacturing Co

916

6508 Philip Snider vs George A. Fox et al Entry

This day came on this cause to be further heard by the Court whereupon the Court confirm the rule made in this case of the creamery property and confirm the settlement between the Davis and Rankin Building and Manufacturing Co. and the Cheese and Butter Factory Co. of Mansville and confirm the report of R. L. Woodburn Receiver in this case and order him out of the money in his hands he pay the costs herein including \$25.50 to John M. Bordrick and \$25 to J. W. Robinson for their services as Attys for the Cheese and Butter Factory and for the Receiver in this case and also a fee of \$50.00 to the Receiver for his services and the balance he pay to the Stockholders of said Cheese and Butter Factory in proportion to their shares in said Co. and it is ordered that no record be made of the cross petition of said Davis and Rankin Building Co. and the Cheese and Butter Factory Co.

6702

912 State of Ohio vs Chas. Linnance John Cunningham et al Indictment for Burglary and Grand Larceny.

This day again came the prosecuting attorney on behalf of the State of Ohio and the defendant John Cunningham being brought into open Court in custody of the Sheriff and it appearing that he is in indigent circumstances and unable to employ counsel, the Court at his request appointed J. L. Cameron & D. W. Ayres as Counsel for his defense.

Saturday Sept 29th 1894

916
 State of Ohio }
 vs }
 Fredrick Rausch }
 Indictment for assault with
 intent to Commit a Rape.

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. By order of the Court the appointment heretofore made of E. W. Porter Esq. as counsel for defendant is set aside. And on motion and showing of the defendant - This cause is continued until the next term of this Court, and Court fixed the amount of the Bond at \$500⁰⁰.

In this case, it being the opinion of the Court that the public interest requires it, J. M. Brodrick is hereby appointed to assist the prosecuting attorney in the trial of the accused.
 OK
 John A. Price Judge.

6702
 Ulrich Bell & Co. }
 vs }
 French & Reynolds }
 Entry

This day came the parties by their attorneys & also the following named persons Jurors to wit:

(1) A. E. Plate	(5) Henry Kightbrum	(9) George Cron
(2) D. A. Pea	(6) John Cochran	(10) Israel Fogle
(3) Thos. Lovell	(7) J. T. Nash	(11) W. M. Siltsworth
(4) William Fulton	(8) H. J. Brooks	(12) Joseph Morse

who were duly impaneled and sworn according to law and this case came on for hearing on the pleadings and evidence and having heard the evidence arguments this case continued until Monday Oct. 1st 1894 at 1³⁰ O'clock P. M. to which time Court adjourned.

Saturday Sept 29 A.D. 1894

Marcy J. Everts }
vs } Omtz

6751

Henry E. Everts } This cause coming on for hearing was submitted to the Court upon the pleadings and evidence on consideration whereof the Court find that the plaintiff has been a resident of the State of Ohio for more than the year last past and that she is and was at the time of filing the petition in this case a bona fide resident of said County of Union.

The Court find that due and legal notice has been given the defendant of the filing and pendency of the petition in this case.

The Court finds that the defendant has been guilty of gross neglect of duty and wilful absence for more than three years prior to the filing of the petition in this case and that by reason thereof the plaintiff is entitled to a divorce.

It is therefore considered, ordered and decreed by the Court that the marriage relation heretofore existing between said parties be and the same is dissolved and both parties released from the obligation of the same and that defendant be divested of all interest in the property real and personal of the plaintiff. The Court order that the plaintiff be restored to her former name of Marcy J. Patrick and that she pay the costs thereof.

A. J. Robert }
vs } Omtz

6806

L. C. McDowell } This day came the Plaintiff by Robinson & Woodburn his attorneys and thereupon came Richard 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 is alleged in said Plaintiff's petition the sum of \$317.⁹⁰/₁₀₀.

It is therefore considered that said Plaintiff do recover of said defendant the said sum of \$317.⁹⁰/₁₀₀ so as aforesaid Confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney all errors are released and all rights of appeal and all right to file a petition in error are waived.

6776

Saturday Sept 27th 1894

Emma M Koelp

v s

6770

George Kleiber
Mary A. B. Kleiber
Catharine Kleiber
and
George L. Koelp

In Partition

This day this cause came on to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed here in, and on 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 said Commissioners have made and returned their appointment of said premises subject to the dower of said Catharine Kleiber in the sum of Three Thousand Five hundred and Forty Dollars (\$3540) and said Commissioners have appraised and returned the value of said premises free from said dower estate at Four Thousand Six hundred and forty Dollars (\$4640) and the value of said dower estate at Eleven hundred Dollars (\$1100⁰⁰). and the Court find the said return and proceedings are 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 its appraised value, and the Court further finding that the said Catharine Kleiber widow of Philip Kleiber deceased has filed her answer in this case consenting to and asking that said premises be sold free from her said dower estate in the same she consenting and desiring to take the value of her said dower in money according to its full and true value &c. It is therefore on motion of plaintiff ordered and decreed that said premises be sold at public auction according to law and free from said dower Estate and that an order issue to the Sheriff of said County of Union, Commanding him to proceed and sell said premises free from dower as aforesaid and that said Sheriff return his proceedings thereon together with the proceeds of said sale to this Court without unnecessary delay subject to its further order in their behalf.

Thereupon Court adjourned until 1³⁰ O'clock Monday afternoon

Monday Oct 1st 1894

Court convened at 1³⁰ O'clock P.M. pursuant to adjournment

Present Hon John A Price Judge

909 State of Ohio vs James Beamer } 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 arraigned upon said indictment for plea thereto saith he is "guilty"

It is therefore ordered and adjudged by the Court that he pay a fine of \$5⁰⁰ and the cost of this prosecution taxed at \$ and execution is awarded.

O.K. John A Price Judge

Ulrick Belle Co.

6702

6702 vs French G. Reynolds } This day again came the parties by their attorneys, also the jury heretofore impaneled and sworn herein, and said jury 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:

That the jury being duly impaneled and sworn find the issue in this case in favor of the Plaintiff and assess the amount of damages due to the Plaintiff from the defendant at one cent

912

912 State of Ohio vs Charles Sumner and Grand Larceny } Indictment for Burglary and Grand Larceny. This day this cause was continued as to the Defendant, John Cunningham on his motion and showing.

912

912 vs Charles Sumner } Indictment for Burglary and grand Larceny.

In this case it being the opinion of the Court that the public interest requires it, J. P. Robinson is hereby appointed to assist the prosecuting Attorney in the trial of the accused.

912

912

912 State of Ohio vs Chas. Sumner et al } Indictment for Burglary and Grand Larceny.

Now comes the prosecuting attorney on behalf of the State of Ohio. The prisoner being brought into Court in custody of the Sheriff also the following named persons as Jurors, to wit:

- (1) Israel Fogle. (4) John Cochran. (7) A. E. Plate. (10) C. B. Harris.
- (2) George Coon. (5) William Tullion. (8) John Connor. (11) R. G. Morse.
- (3) J. F. Nash. (6) D. A. Rea. (9) Geo. Harriman. (12) Robt. M. Coony,

and were duly impaneled and sworn, and the said jury having heard the evidence adduced the hour of adjournment having arrived this case was continued until 8³⁰ O'clock tomorrow morning.

Therefore Court adjourned until 8³⁰ O'clock tomorrow morning.

912

Tuesday
Monday Oct. 2nd 1894

Court convened at 8³⁰ O'clock in the morning pursuant to adjournment
Present Hon. John A. Price Judge

James Cutler }
vs } Journal Entry

6789

Eva M. Savage et al } Now comes the Plaintiff by his Attorney, and the Defendant S. Taylor having been duly served personally with summons and being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by him to be true, and that he is indebted to Plaintiff in the sum of \$229⁰⁰.

It is therefore considered by the Court that said Plaintiff, James Cutler, recover from the Defendant S. Taylor, the said sum of \$229⁰⁰, and his costs herein expended.

Ellen Green }
vs }

6807

The P. C. and St. L. R. R. et al } On motion of the Plaintiff by her Attorney and good cause being shown therefor, it is ordered that, on an undertaking being given, in the sum of One hundred dollars with surety to the approval of the Clerk, an injunction be allowed to issue herein, enjoining the said defendant, erecting or maintaining any fence or obstruction between the plaintiffs lands and the platform, and depot of the said Railroad Company, and from in any manner by fence or otherwise obstructing or interfering with the free ingress and egress of all persons to and from plaintiffs premises across and over the ground of said Railroad Company and enjoining said defendant in all things as prayed for in her petition in this case. Said injunctions remain in full force until the further order of some Judge or Court of competent jurisdiction.

State of Ohio }
vs }

912

Charles Linnance } This day again came the parties and their Attorneys et al also, the jury heretofore impaneled, and sworn herein and the said jury having heard further evidence adduced, the hour of adjournment having arrived this cause was continued until 8³⁰ O'clock tomorrow morning, to which time Court then adjourned.

State of Ohio } Indictment for Burglary and Grand Larceny.

912

Charles Linnance } This day came the cause again the Prosecuting Attorney on behalf of the State of Ohio, the Defendant ^{Charles Linnance} brought into Court in custody of the Sheriff also, the jury heretofore impaneled herein, and the trial proceeded, and the said jury having heard the further evidence adduced, the hour of adjournment having arrived, this cause was continued until 8³⁰ O'clock tomorrow morning to which time Court adjourned.

Wednesday Oct 3rd 1894

Court convened at 8³⁰ O'clock in the morning pursuant to adjournment

Present Hon. John A. Price Judge

State of Ohio } Indictment for Burglary
 } and Grand Larceny.

912

vs
Charles L. Linnance

et al

This day again came the prosecuting attorney on behalf of the State of Ohio. The defendant, ^{Charles Linnance} being brought to Court in custody of the Sheriff also the jury heretofore impaneled herein and the trial proceeded and the said jury having heard the remaining testimony and the argument in part the hour of adjournment having arrived the cause was continued until 8³⁰ O'clock tomorrow morning.

912

The State of Ohio } Court of Common Pleas.
Union County ss }

6786

In the matter of the appointment of Board of County Visitors for Charitable and Correction Institutions

It appearing to the Court that there have occurred vacancies in the Board heretofore appointed by reason of death, removal, & expiration of terms of office of four Members of said Board, to wit: Mrs Mattie Cabell, John M. Lisle, Mrs James M. Campbell and William H. Conkright. It is therefore ordered that the following named persons be and the same hereby are appointed to fill such vacancies and with those holding over on said Board constitute the Board of County visitors of said County to wit:

Mrs Josephine Subgrass	} Two Years
Mrs Dr T. C. Shields	
Mrs Allie Smuler	} Three Years
Mrs French Thornhill	
Joseph P. Martin	} One Year
Uriah Cahill	

6786

Approved
John A. Price Judge

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning.

Tuesday Oct. 4 1894

Court convened at 8⁰⁰ O'clock tomorrow morning pursuant to adjournment.

Present Hon. John A. Price Judge.

912 State of Ohio

vs Charles Licurana et al

Indictment for Burglary and Grand Larceny Error see Page 95

This day again came the Prosecuting Attorney on behalf of the State of Ohio. The Defendant being brought into Court in custody of the Sheriff also the jury heretofore impaneled herein and the trial proceeded and the said jury having heard the remaining argument (unfinished see page 95)

6786 John Fisher

vs Mary Thornton et al

Entry

It appearing to the Court that the Defendant Chauncey Gill, Edna Gill and Veltie Gill are minors under the age of fourteen years and have been duly and legally served with summons herein and that George Gill and Harry Gill defendants herein are of the age of fourteen years and over and have neglected for twenty days from return of summons served upon them, to apply for a guardian ad litem on motion of plaintiff, Elias Kefle is hereby appointed guardian for the suit for said minor defendants.

And now comes the said [blank] and in open Court accepts said appointment.

6786 John Fisher

vs Mary Thornton et al

Entry joined for the plaintiff

This cause coming on this day 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 the legal estate in and were entitled to the possession of the same; that neither the defendant nor any of them have any estate in, or are entitled to the possession of said real estate or any part thereof and that the plaintiff ought to have his title and possession quieted as against each and every one of said defendants, as prayed for in the petition herein. It is therefore ordered, adjudged and decreed, that the title and possession of the said John Fisher to all and singular the premises in the petition described to wit; All of the Lot No 609 in the Town of Richwood Union County Ohio as shown in plat Book No 1. Page 181 - in Recorder's office of Union County Ohio to which reference is made for more complete description - 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 John Fisher, or his heirs or assigns, heirs.

Judgment against plaintiff for Costs.

Thursday Oct. 4th 1894

Richwood Union School Board }
vs } Entry
Mary Thornton et al } Guardian Litem-

6787

It appearing to the Court that the defendant, Chauncey Gill, Edna Gill and Vellic Gill, are minors under the age of fourteen years and have duly and legally served with summons herein, and that George Gill and Hardy Gill - defendants herein, are of the age of fourteen years and over, and have neglected, for two or three days from return of summons served upon them, to apply for a guardian ad litem on motion of plaintiff, Elias Gyle so hereby appointed guardian for the suit for said minor defendants.

And now comes the said open Court accepts said appointment - and in

Richwood Union School Board }
vs } Entry
Mary Thornton et al }

6787

This cause coming on this day for hearing, was submitted to the Court upon the pleadings and the evidence, and on consideration thereof the Court find on the issue joined 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 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 their title and possession quieted as against each and every one of said defendants, as prayed for in the petition herein. It is, therefore, ordered, adjudged and decreed, that the title and possession of the said Richwood Union School Board of Richwood Union County, Ohio, to all and singular the premises in the petition described to wit: All of in Lot No. 616 in the town of Richwood Union Co. Ohio, as shown by Plat-Book No. 1, Page 181 - in Richwood Recorders office of Union County, Ohio, to which reference is made for a more complete description - 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 Richwood Union School Board, or its successors or assigns. There is

Judgment against plaintiff for Costs.

912

Insurance

6771

6522

Thursday Oct. 4th 1894

912. State of Ohio }
 vs }
 Charles Liguance }
 Indictment for Burglary
 and Grand Larceny -

u. g.
 This day came the Prosecuting Attorney on behalf of the State of Ohio the defendant Charles Liguance being brought into court in custody of the Sheriff also came the jury heretofore impaneled herein, and the jury having heard the remaining 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 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 Charles Liguance do find that the Prisoner at the Bar Guilty in manner and form as he stands charged in the indictment and we assess the value of the property stolen at \$657.23

Robert M. Gray Foreman

6771 Emma Moore }
 vs } Entry
 Willard Flet Moore }

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 finds him in default for answer and demurrer to said petition and that the allegations thereof are confessed by him to be true.

The Court also find upon the evidence adduced that the defendant has been guilty of habitual drunkenness for the three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered, and adjudged by the Court that the marriage contract heretofore existing between the said Emma Moore and Willard Flet Moore be, and the same is hereby dissolved and both parties are released from the obligation of the same.

6522 George Corder }
 vs }

The Union Central Life Insurance Co. }
 vs }
 This cause coming on to be heard for hearing this day upon the motion of the defendant - The Union Central Life Insurance Company - to dismiss, and it being shown to the Court that plaintiff is in default of pleading herein upon full consideration thereof the Court dismissed this action at plaintiffs costs, and judgment for costs is awarded accordingly without prejudice to a new action.

Friday Oct 5th 1894

Court convened at 8³⁰ O'clock in the morning pursuant to adjournment

Present Hon John A. Rice Judge.

912

State of Ohio

vs

Chas Linnane
J. J. King et al

Indictment for Burglary
and Grand Larceny.

Now comes the prosecuting Attorney on behalf of the state of Ohio, and the defendant J. J. King being brought into court in custody of the Sheriff and arraigned upon said indictment to plea thereto. He pleads "Guilty" and is remanded to the custody of the Sheriff until sentence.

912

State of Ohio

vs

Charles Linnane
Red Crickard et al

Indictment for Burglary
and Grand Larceny.

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant Red Crickard being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thereto. He pleads "Guilty" and is remanded to the custody of the Sheriff until sentence.

6788

The Live Oak Distillers

vs

J. W. Swoose et al

Entry

This case came on for hearing upon motion of plaintiff to amend its petition by interlining the name of John T. Murphy and striking out the name of Henry K. Murphy for the reason that John T. Murphy has a lien on the property sought to be reached by this action and Henry K. Murphy has not. Upon argument of Counsel and after due consideration the Court granted leave to plaintiff to amend its petition within 30 days by interlining.

6734

6589

The State of Ohio

Ex Rel Anna Coomer

vs

Robert Purdue

Entry.

This day this cause was continued to the next Term of this Court.

6685

910

Friday Oct 5th 1894

910

State of Ohio }
 vs }
 Ulysses Hill } Entry
 Indictment for petit Larceny.

This day came the prosecuting attorney on behalf of the state of Ohio and the defendant came into court - as by his recognizance he was bound to do also came the following named persons as jurors to wit:

- | | | |
|-------------------|-----------------|---------------------|
| (1) H. J. Brooks | (5) A. E. Platt | (9) J. T. Nash |
| (2) Thomas Lovell | (6) D. A. Rea | (10) George Corn |
| (3) Geo Harriman | (7) Wm Fulton | (11) Daniel Foyle |
| (4) John Cochran | (8) John Connor | (12) Robert Hazlett |

who were duly impaneled and sworn according to law and this cause came on to be heard on the pleadings and evidence and said jurors having heard the evidence, arguments of counsel, and charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes said 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 to well and truly try and true deliverance make between the State of Ohio and the Prisoner at the Bar Ulysses Hill do find that the Prisoner at the Bar "Not Guilty"

D. A. Rea Foreman

It is therefore adjudged that the said Ulysses Hill be, and hereby is discharged.

Charles E Hyde a minor
 by Nancy J Hyde his mother
 friend
 vs

6734

W. Shannon Davis } This day this cause came on to be heard upon the motion of defendant to secure costs & motion sustained and thereupon the costs were secured and leave granted to defendant to answer in thirty days and case continued.

Clay Hawley a minor
 by best friend
 vs

6685

W. Shannon Davis } This day this cause came on to be heard upon motion of defendant to secure costs which motion was sustained and thereupon the costs were secured and leave was granted defendant to answer within thirty days and the case was continued.

Friday Oct 5 1894

Walter M. Staley et al

vs

Enty.

6725

Allen Township Union
County Ohio et al

6710

This day this cause came on to be heard and the defendants came not but made default therein and thereupon this cause was submitted to the Court upon the pleadings and evidence and the Court being fully advised in the premises do find for the plaintiff and find that there is due Plaintiff from Allen Township of Union County Ohio the sum of Fifty two dollars and that the plaintiff ought to recover of said Township the said sum of Fifty two dollars and their costs herein expended taxed at \$ upon the deliverance to said Township of the Deed of Conveyance described in plaintiff Petition.

It is therefore decreed ordered and adjudged by the Court that the plaintiff recover of Allen Township the said sum of Fifty two dollars and their costs herein expended taxed at \$ and that said Deed be delivered to said Township upon the payment of said money.

It is further found that the defendant Ira Donohoe has no valid claim against said Allen Township or against the claim due plaintiff from said Township.

It is therefore decreed ordered and adjudged that the said Ira Donohoe be forever barred from his pretended claim to the purchase money for the land in said petition described and that plaintiff recover from said defendant Donohoe their costs herein expended taxed at \$

Peoples Bank

vs

6809

George F. Bennett
J. B. Cranston
Pearl

This day came the plaintiff by its attorney also came J. W. Kinkade 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 said plaintiff in the sum of Four hundred and Eleven and $\frac{47}{100}$ dollars and do released and waived all exceptions errors and right of appeal herein.

It is therefore considered by the Court that the said plaintiff recover from said defendants the sum of Four hundred and Eleven and $\frac{47}{100}$ dollars together with the costs herein expended taxed at \$4.02

Friday Oct-5th 1894

G.W. Truman }
vs } Entry
Sarah E. Gordon et al }

6710

This cause now coming on for hearing on the petition and the evidence the Court find that the defendants Sarah E. Gordon and Effie L. Daniels were 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 them to be true, and that there is due to this plaintiff from the defendant Sarah E. Gordon the sum of (on the promissory note set forth in the petition six hundred and fifteen (\$615⁰⁰) Dollars, with interest to the first day of this term. The Court further find. The Court further find that in order to recover the payments of said note the defendant Sarah E. Gordon executed and delivered to said G.W. Truman plaintiff her certain mortgage as in the petition described and on the premises therein set forth, that said mortgage was duly recorded in Vol. 31 Page 319 of the records of mortgages of Union County, and is a good and valid first lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of six hundred and fifteen (\$615⁰⁰) Dollars, and his costs herein expended. And it is further adjudged and decreed that unless the defendants Sarah E. Gordon or Effie L. Daniels shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff the sum so found due as aforesaid with interest from the 1st day of this term the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue 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.

Friday October 5th 1894

6757

J. Q. Penney
 Plf in error
 vs
 The Village of Richwood
 Union County Ohio
 Def in error

Court of
 Common Pleas
 Union County Ohio
 Entry.

6759

This cause came on for hearing this 5th day of Oct 1894 upon the petition and the transcript of the Mayor's record of his proceedings and judgment filed therewith and the Court after hearing argument of counsel and upon due consideration find that the proceedings and judgment of said Mayor were irregular and without jurisdiction and the same are hereby reversed, vacated and set aside at defendant in error cost.

And it is hereby adjudged that plaintiff in error recover of defendant in error his costs herein expended taxed at \$ —

James G. Robinson
 Atty for dft.

912

State of Ohio
 vs
 Charles Brinard
 Red Prichard et al.

Indictment for burglary and grand larceny.

This day came the Prosecuting Attorney on behalf of the State of Ohio and the defendant ^{Red Prichard} being brought into Court in the custody of the Sheriff and arraigned upon said indictment for Plea Thurt's saith he is guilty and is remanded to the custody of the Sheriff until sentenced.

912

912

State of Ohio
 vs
 Charles Brinard
 Thomas J. King

Indictment for burglary and grand larceny.

This day came the prosecuting Attorney on behalf of the State of Ohio and the defendant ^{Thomas J. King} being brought into Court in the custody of the Sheriff and arraigned upon said indictment for Plea Thurt's saith he is "guilty" and is remanded to the custody of the Sheriff until sentenced.

Friday Oct 5th 1894

Daniel Miller

Entry

6759

vs

Oliver Castrod et al

This coming in for hearing was submitted to the Court upon the pleadings and evidence; on consideration whereof the Court find, that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition, and that he has the legal estate in, and is entitled to the possession of the same, that neither the defendants, nor any one of them have any estate in or are entitled to the possession of said real estate or any part thereof and that the plaintiff ought to have his title and possession quieted as against each and every one of said defendants as prayed for in his petition.

It is therefore ordered, adjudged and decreed, that the title and possession of the said Daniel Miller to all and singular the premises in the petition described to wit: being the several pieces of land deeded by Alexander C. Robinson and Alexander Polock to Joseph Bain deceased described as part of surveys No 3334 and 4069 in the Virginia Military District in Union County Ohio, the same land lying one mile westward from Mansville on the East side of the road leading to Milford in said County, containing twenty two acres, more or less; 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 said defendants, and each and every one of them, and all persons claiming under them, are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said Daniel Miller thereto, or in any manner interfering with his use and enjoyment of the same.

It is further ordered that the said plaintiff recover the said defendants his costs herein expended, taxed at ^{the Court further order that the mortgage given by Daniel Miller to Earius Rusk on the estate of John L. Carlisle and recorded in volume 13 Page 67 in the Record of mortgages of Union County, Ohio be cancelled on said record.}

State of Ohio

Entry

912

Charles L. Luyman
Charles R. Shumard et al

Indictment for Burglary and Grand Larceny.

This day came the prosecuting Attorney on behalf of the State of Ohio and the defendant ^{Charles R. Shumard} being brought into Court in the custody of the Sheriff and arraigned upon said indictment for Plea thereto both he is "not Guilty" and case continued by agreement, and is remanded to the custody of the Sheriff.

Wednesday Oct 10th 1894

Court convened at 1³⁰ O'clock in the afternoon pursuant to adjournment.

Where John A. Price not present.

6813

6814

Court adjourned till 1³⁰ O'clock tomorrow afternoon

Thursday Oct-11th 1894

Court convened at 1³⁰ O'Clock P.M. pursuant to adjournment.

James C. Ulrich et al } Present Hon John A. Price Judge
 vs } Entry
 C. A. Alexander et al }

6813

This day came the plaintiffs by J. W. Mooney their Attorney and filed their Petition against said defendants, and thereupon J. L. Cameron 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 shewn to the Court, and filed with the Clerk thereof appeared in open Court in behalf of the said defendants herein and acknowledging that said defendants did owe and were indebted unto the plaintiffs as they have in their petition alledged by virtue of said warrant of Attorney confessed that there was due from said defendant to said plaintiff on said indebtedness the sum of Two Hundred and Twenty seven and 19/100 Dollars bearing interest at 8 per cent 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 James C. Ulrich, W. B. Bell and G. H. Clark partners doing business under the firm name of Ulrich Bell & Co. Plaintiffs do recover of the said C. A. Alexander & T. H. Oustine Defendants the sum of Two Hundred and Twenty seven and 19/100 Dollars so confessed as aforesaid with interest from Oct. 11th 1894 at 8 per cent per annum and also costs in their behalf expended taxed at 5 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 and released.

James C. Ulrich et al } Entry
 vs }
 Louis Carreri }

6814

This day came the Plaintiff by J. W. Mooney their 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 confessed that there is due from said defendant to said plaintiff as is alleged in said Plaintiffs petition, the sum of \$305^{00/100}. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$305^{00/100} so as aforesaid Confessed to be due together with the costs of suit herein to be taxed and with interest to be computed at the rate of 7 per centum per annum. And by virtue of said warrant of Attorney, all errors are released.

Thursday Oct. 11 1894

6690 James A Gault }
vs } Entry
A. Boylen et al }

The jury in this action having on a former day of this term, rendered a verdict for the plaintiff and assessing the damages due the plaintiff from the defendant at Eighty one Dollars and seventy one cents 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 Eighty one Dollars and seventy one cents.

And the plaintiff recovery being less than One Hundred Dollars execution is awarded against each party for the cost by them separately made.

6778 Henry Ackerman }
vs }
L. H. Kimball }

This day this cause came on to be heard upon the motion of Defendant to require Plaintiff to secure Costs. Which motion is sustained by the Court. It is therefore ordered by the Court that Plaintiff secure the costs in this case in 30 days and this case is continued.

Worthington Mela

6694 Melanethon Worthington }
vs } Entry
Solomon H. Kilbuck et al }

This case is continued to next term of Court.

6729 Canby Ache Canby }
vs } Entry
Trench Reynolds et al }

This day this cause came on to be heard upon the motion of Plaintiff for leave to file petition which motion was granted and leave granted to file Petition in 30 days and Case Continued.

6748

6704

Thursday Oct-11" 1894

6748

Aaron B Robinson vs Daniel Miller et al Entry

This day this day cause came on to be heard and the defendant came out but made default herein and thereupon this cause came on to be heard and was submitted to the Court upon the Plaintiffs petition and the cross Petition of Robinson & Robinson and thereupon the Court being fully advised in the premises do find for Plaintiff and for the said Robinson & Robinson and that there is due said plaintiff from Defendant D. Miller the sum of \$221⁴³/₁₀₀ and due said Robinson & Robinson on their cross Petition from said D. Miller the sum of \$267¹²/₁₀₀ and that said Plaintiff ought to recover of Defendant D. Miller the said sum of \$221⁴³/₁₀₀ and interest at 8 per cent and that said Robinson and Robinson ought to recover of the Defendant Miller the sum of \$267¹²/₁₀₀ and interest at 8 per cent. It is therefore considered ordered and adjudged that plaintiff recover of Defendant Daniel Miller the sum of \$221⁴³/₁₀₀ and interest thereon at 8 per cent and his costs herein expended taxed at \$ and that Robinson & Robinson aforesaid recover of Defendant Daniel Miller the sum of \$267¹²/₁₀₀ and Int at 8 per cent and his costs herein expended taxed at \$

It is further found by the Court that the said \$221⁴³/₁₀₀ due plaintiff and the said \$267¹²/₁₀₀ is a Mortgage Lien upon the premises described in Plaintiffs petition and it is further found by the Court that all the other notes described in Plaintiffs Petition to wit: the note for \$41.88 to Martha Turquand - the one to William Castwell for \$99.55. The one to Catharine Hawks for \$91.44 - the one to Lydia Myers for \$99.55 and the one to Elizabeth Hunter for \$99.55 all dated May 26" 1879 and due one year after date signed by Daniel Miller have been paid - all of said notes having been exhibited to the Court and found to have been cancelled and delivered up to defendant Daniel Miller and that the liens of Plaintiff aforesaid \$221⁴³/₁₀₀ and of Robinson & Robinson aforesaid \$267¹²/₁₀₀ are the only liens now against the said Real Estate that the conditions of said Mortgage have been broken and that the same has become absolute and that the premises described as aforesaid should be sold to pay the claims aforesaid of Plaintiff and Robinson & Robinson.

It is therefore Considered ordered adjudged and decreed by the Court that an order of sale issue after ten days Commanding the Sheriff of Union County Ohio who is hereby appointed Master Commissioner for that purpose to sell said Land according to law and to report his proceedings herein at the next term of this Court.

6704

Cyrus Zimmerman vs Robert B Kilbury Receiver Entry

This day this cause came on to be heard upon the cross petition of A. M. Robinson and his motion for an order of distribution of the money in the hands of the Receiver and the Court being fully advised in the premises find that the statement of said cross Petition are true and that there is due said Robinson from the Defendants Dennis Watson B. Watson and R. B. Kilbury by reason of the premises the sum of two thousand

Thursday Oct 11 1894

6737

Charles M Jones and
Albert N Jones

vs
Timothy R Carpenter
The Workmen of
Timothy R Carpenter

Now comes the Plaintiffs by their Attorney, and after proof of publication of the pendancy and prayer of the petition herein. And the Court finding said proof in all respects regular and according to law and the former order of this Court do hereby approve the same.

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 and that they have the legal estate in and are entitled to the possession of the same; that neither the defendants nor any one of them have any estate in or 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.

It is therefore ordered, adjudged and decreed that the title and possession of the said Charles M Jones and Albert N Jones to all and singular the premises in the Petition described to wit: Being part of Virginia Military Survey No 5126 and situated in Jerome Township Union County Ohio and bounded and described as follows: Beginning at a Hickory and two Ashes thence N 52° E 208 poles crossing Sugar run at 203 poles, to two Elms thence S 38° E 90 poles to a stone in the Dublin road thence S 53° W 208 poles to a stone, thence N 38° W 90 poles to the place of beginning, containing One hundred and Seventeen acres and fifty poles more or less, be, and the same are hereby quieted as against the Defendants and each and every one of them and all persons claiming under them or any of them. And said Defendants and each and every one of them and all persons claiming under them are hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of the said Charles M Jones and Albert N Jones thereto, or in any manner interfering with their use and enjoyment of the same.

It is further ordered that said plaintiffs pay the costs herein taxed at \$

912

State of Ohio

vs
John Cunningham
et al

Indictment for Burglary
and Grand Larceny

This day it appearing to the Court that the defendant John Cunningham is indigent J. L. Cambton & D. W. Myers were appointed his attorneys herein.

6704

Thursday Oct 11th 1894

6704

Cyrus Zimmerman
Receiver
vs
Robert B. Kilbury et al

This day this cause came on to be heard upon the cross petition of A. M. Robinson and his motion for an order of distribution of the money in the hands of the Receiver and the Court being fully advised in the premises find that the statement of said cross petition are true and that there is due said Robinson from the Defendants Lemuel Watson B. Watson and R. B. Kilbury by reason of the premises the sum of Two Thousand and Twenty four Dollars (\$2024=) and the Court further find that said sum of money vendor Levy on the property described in Plaintiffs Petition and in said Robinsons Cross Petition - and the Court find being further advised that a sale has been made of said Real Estate under orders of this Court by the Receiver aforesaid which sale was duly confirmed at the presentation of this Court and that said Receiver has now in his possession a large sum of money from the sale of said Real Estate subject to the order of this Court - and the Court being fully advised in the premises hereby orders that said Receiver make a distribution of the money in his hands from the sale of said Real Estate and said Receiver is hereby ordered to make such distribution and pay said money first in settlement of the costs & necessary expenses including compensation of said Receiver in the case and the balance is hereby ordered to be paid to said Robinson on his said Claim and this case is continued -

Manassas O

10/10/94

Common Pleas Court

Dr

Continental Hotel for boarding as follows July Dinner 9/22/94 \$7.25

Approved John A. Rice Judge

Manassas O

10/10/94

Common Pleas Court

Dr

Continental Hotel for boarding as follows

July Supper 7/21/94 \$7.50

Approved

John A. Rice Judge

Thursday Oct 11 1894

Certificate for Pay
Shriffs Office Union County Ohio,
Marysville Ohio Oct 11 1894.

To Hon. John A. Price, Judge.
The Court charges for the September
Term, A.D. 1894 Union County Common Pleas, are due for services rendered
and are as follows:

Union County Ohio

To Wm. E. Snodgrass Sheriff Dr.

To serving Grand Jury Venire	\$ 4 00
" " Petit " "	\$ 4 00
" " Special " "	\$ 5 24
" " Grand " Witnesses	\$ 6 40
" making 64 Copies Grand Jury witnesses	\$ 6 40
" 55 6 miles travel " " "	\$ 44 48
" Returns on 15 Subpoenas	\$ 1 00
" Calling 64 Witnesses	\$ 3 20
" Joseph Lawrence Court-Baliff	\$ 50 00
" Jesse Pearce Deputy	\$ 50 00
Total - - - - -	\$ 175 22

I hereby certify the above bill to be correct

Wm. E. Snodgrass
Sheriff of Union County Ohio.

To The Clerk of Courts, Union County Ohio,
You will make entry of the above bill and certify the
same to the County Auditor
John A. Price Judge.

State of Ohio

912

vs
Charles Lawrence et al } Indictment for Burglary and
Grand Larceny.

This cause being heard on motion for a new trial, the Court on
consideration and for good cause shown do grant the same.

The said verdict is accordingly vacated and a new trial
granted and said Charles Lawrence's bond fixed at \$800.00.

912

912

6689

6488

Thursday Oct 11 1894

912

State of Ohio }
vs }
Charles Lawrence }
alias Red Pritchard }

Indictment for Burglary
and Grand Larceny

et al } This day came the Prosecuting Attorney on behalf of the
State of Ohio. The Defendant ^{Red Pritchard} being brought into open Court in custody
of the Sheriff for sentence thereupon being fully advised in the premises it
is ordered and adjudged by the Court that the said Charles alias Red Pritchard
be imprisoned and confined in the Penitentiary of this State and kept at
hard labor but without any solitary confinement for the period of three years
and that he pay the costs of this prosecution for which execution is awarded.

912

State of Ohio }
vs }
Charles Lawrence }
Thomas King }

Indictment for Burglary
and Grand Larceny

et al } This day came the Prosecuting Attorney on behalf of the state
of Ohio the defendant being brought into open Court in custody of the Sheriff
for sentence thereupon ^{Thomas King} being fully advised in the premises it is ordered
and adjudged by the Court that the said Thomas J. King be imprisoned and
confined in the Penitentiary of the State and kept at hard labor but without
any solitary confinement for the period of three years and that he pay the
cost of this prosecution for which execution is awarded.

6689

The Holiday Hay Co }
vs }
Dexter Line }

Entry

This day this cause came on for hearing upon the petition
in error and the transcript of the proceedings and judgment of said Justice of
the Peace was argued by counsel. In consideration whereof the Court finds that there
is no error apparent on the record in said proceedings and judgment.
It is therefore ordered and adjudged that the said judgment and proceedings
before said Justice be and the same is hereby affirmed and that the defendant
in error recover of the plaintiff in error his costs herein expended taxed at \$
and it is further ordered that execution be awarded from this
Court to carry into effect the judgment of the said Justice of the Peace in
the same manner as if rendered in this Court, as well as for the costs adjudged
herein. To which finding, order and judgment of the Court the plaintiff
in error then and there excepted.

Edwin H Perkins }

6488

vs }
Alf Scott et al }

This day this cause came on to be heard on the Motion for a new trial
and was argued by counsel and the Court being fully advised in the premises
do overrule the same to which the plaintiffs excepted.

Thursday Oct. 11 1894

Holiday Hay Co. } Entry

6688

vs
Christopher Grubb }

6624

This cause this day came on for hearing upon the petition in error and the transcript of the proceedings and judgment of L.M. Crary 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 that said Justice had no jurisdiction of the plaintiff in error; and the said judgment is therefore reversed but the Costs up to the present time of the defendant in error; and execution is awarded therefor; to which finding and judgment of the Court the defendant in error then and there and at the time accepted and upon the defendant in error moved the Court is set said case down for trial on the merits which motion the County overruled, to which ruling and decision the said defendant in error excepted

6241

Sarah A Haines } Entry

6768

vs
J. T. Haines } This day this cause came on to be heard on the petition and the evidence. On consideration whereof the Court find that the Plaintiff at the time of filing her petition had been a resident of the state of Ohio for one year next preceding the same, and was at that time a bona fide resident of the County of Union and that parties hereto were married, as in said petition set forth. The Court find that due and legal notice was served on the defendant herein as required by law, and that said defendant was duly represented by counsel.

The Court further find upon the evidence adduced, that the defendant has been guilty of extreme cruelty toward the plaintiff as alleged in the second cause of her petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. The said plaintiff dismissed the first cause of action set forth in her petition.

6488

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Sarah A Haines and J. T. Haines be, and the same hereby is dissolved, and both parties are released from the obligation of the same.

The said parties amicably settled all questions of Alimony. It is ordered by the Court that said defendant pay to said Plaintiff the sum of Twenty five Dollars in money and upon such payment said plaintiff be, and she hereby is, divested of all right, title, claim or demand of, in, and to any dower or other interest in or to any and all real estate owned by said plaintiff in fee or in remainder or expectancy.

It is further ordered that said defendant pay the costs herein taxed at \$ and execution is awarded therefor.

Edw. McPheeters et al } Entry

6488

vs
Alfred Scott et al } Now comes the plaintiff and presents to the Court his certain bill of exceptions herein, which being found by the Court to be true, is allowed signed and sealed and on motion is hereby made part of the record of this case.

II

III

Thursday Oct. 11th 1894

6624

Missouri M Chance }
v^s } Entry
O.M. Scott & Bro. }

This day this cause came on to be heard upon the demurrer of the Defendants to the second amended petition of the Plaintiff and was argued by counsel. And the Court being fully advised in the premises do find said demurrer well taken, and sustain the same.

To which ruling and judgment of the Court - the Plaintiff excepted - Leave is granted to Plaintiff to file a third amended petition herein within thirty days from October 11th 1894, and cause continued.

6241

P. G. Wymegar }
v^s } Entry -
George E. Midek }

This day this cause came on for hearing on motion of M. W. Hill the purchaser of the premises herein described, to require the present sheriff to execute and deliver a deed for said premises to said purchaser, the same was submitted to the Court on said motion and the evidence, on consideration whereof the Court find the allegations set forth in said motion to be true - that said M. W. Hill was the purchaser of said premises and paid the purchase money in full; that said Sheriff Thomas Martin neglected to execute and deliver said deed or if the same was ever executed and delivered it was lost or destroyed without transfer or record.

It is therefore ordered by the Court that William G. Smodge, the present Sheriff of said County execute and deliver to said M. W. Hill a deed for said premises to complete perfect the title thereto in said M. W. Hill.

6488

Edwin H. Perkins et al }
v^s } Court of Common Pleas Union County Ohio.
Alfred Scott et al }

The parties having waived a jury, this cause was submitted to the Court upon the issue joined between the plaintiff and the answering defendant - Alfred Scott and Francis T. Arthur, Administrators of the Estate of Abner Liggitt, deceased. And one of the parties to the suit having requested that the Court state in writing the conclusions of fact found, separately from the conclusions of Law; the Court has stated said conclusions of fact and conclusions of Law, separately, as follows; to wit;

- II. Conclusions of fact - At the time of the execution of the Administrators bond sued upon, in plaintiffs petition Luther Liggitt was insolvent, and remained insolvent until the time of his death. At the time said bond was given and for some time thereafter, said Luther Liggitt was, in good credit, and was able to and did borrow money and carry on quite an extensive business, and had a large amount of property; but at the time of executing said bond his property was insufficient to pay his debts, and at no time after giving said bond was his property sufficient to pay his debts.
- III. Consideration of Law - Luther Liggitt being insolvent at the time of the execution of said Administrators bond, and remaining insolvent from that time until his death, his sureties on said Administrators bond are not liable for the private indebtedness of Luther Liggitt to the Estate of Abner Liggitt deceased. The finding and judgment of the Court is in favor of said answering defendants and against the plaintiffs for costs.

John A. Chief Judge of Court of Common Pleas.

Thursday Oct 11 1894

Edwin H. Perkins et al }
vs } Motion for new trial.
Alfred Scott et al }

Now came the plaintiff and move the Court to set aside the verdict findings and judgment of the Court and for a new trial in this case for the following reasons:
First - Because the Court erred in overruling the demurrer of the plaintiffs to the second defense of defendants answer.
Second - Because the Court erred in sustaining the defendants demurrer to the second reply of plaintiff.
Third - Because the findings of the Court are not in accordance with the facts.
Fourth - Because the facts found by the Court are not sustained by sufficient evidence.
Fifth - Because the findings of facts by the Court are manifestly against the weight of the evidence.
Sixth - Because the Court erred in its findings of facts.
Seventh - Because the Court erred in its findings of the law.
Eighth - Because the decision of the Court is contrary to law.
Ninth - Because of errors of law occurring at the trial and excepted to by plaintiff at the time.
Tenth - Because under the pleadings and the facts as found by the Court under the law judgment should have been rendered for the plaintiff and against the defendant Alfred Scott.

W. W. Merchant and
Jones Lytle Jones Allys
for Plaintiffs.

Edwin H. Perkins et al }
vs } Entry
Alfred Scott et al }

6485

This day this cause came on for hearing and the parties having waived a jury, the cause was submitted to the Court upon the issue joined between the plaintiffs and the answering defendants, Alfred Scott and Francis T. Arthur, Administrator of the estate of Absolom Liggitt deceased, and the evidence. And one of the parties to this suit having requested that the Court state in writing the conclusions of fact found, separately from the conclusions of law, the Court here states said conclusions of fact and conclusions of law, separately, as follows, to wit:

1st Conclusions of Fact - At the time of the execution of the Administrators Bond sued upon in plaintiffs Petition Luther Liggitt was insolvent and remained insolvent until the time of his death. At the time said bond was given and for sometime thereafter, said Luther Liggitt was in good credit, and was able to and did borrow money and carry on quite an extensive business, and had a large amount of property, but at the time of executing said bond his property was insufficient to pay his debts, and at no time after giving said bond was his property sufficient to pay his debts.

2nd Consideration of Law - Luther Liggitt being insolvent at the time of the execution of said Administrators Bond, and remaining insolvent from that time until his death, the sureties on said Administrators Bond are not liable for the private indebtedness of Luther Liggitt to the estate of Absolom Liggitt deceased.

The finding and judgment of the Court is in favor of said answering defendants, and against the plaintiffs for costs. It is therefore considered and adjudged by the Court that said answering defendants Alfred Scott and Francis T. Arthur, Administrator of the estate of Absolom Liggitt deceased, go hence without delay and recover of the plaintiffs their costs herein expended taxed at 10% to all of which finding of law and fact, and judgments and orders of the Court the plaintiffs then and there excepted.

J. H. Kunkader & Porter & Porter & T. Arthur Atty for Defs.
Jones Lytle Jones & W. W. Merchant Atty for Plffts.

6709

Times for holding Common Pleas Court

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 A.D. 1894 to fix the times for commencing the terms of Court in said District for the year 1895 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 1895 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 7 th	April 15 th	September 9 th
" Hanover	January 7 th	March 11 th	September 9 th
" Hardin	January 7 th	April 8 th	September 9 th
" Logan	February 18 th	May 13 th	October 14 th
" Marion	February 25 th	June 3 rd	October 28 th
" Seneca	February 11 th	May 13 th	October 14 th
" Union	January 14 th	April 8 th	September 9 th
" Wood	February 7 th	May 20 th	November 11 th
" Wyandot	February 25 th	June 3 rd	October 28 th

In testimony of which we have hereto set our hands at the date herein before set forth -

Artemas B. Johnson
 Caleb W. Norris
 John A. Price
 Allen Smalley
 J. W. Schanfillberg
 } Judges
 John A. Price Judge -

Clerk will publish above notices according to law.

6709 }
 Jacob Crist }
 vs } Entry
 Benjamin Thomas }

This 15th day of October 1894 came the plaintiff and paid the costs herein and dismissed this case.

Oct-29th 1894

F. A. Rodebaugh
R. D. Woodburn
E. W. Walters

Order of Injunction

6821

vs.
Chas. R. Cornell
W. B. Cornell
James M. Doan
John W. Cornell
E. The Ohio Keely
Institute Co.

Before the Probate Judge.

— On —
Motion for Temporary Injunction in the
Court of Common Pleas.
Union County Ohio.

6822

And now on this 29th day of October 1894 came the plaintiffs by Messrs Robinson & Woodburn their 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 plaintiffs and the Affidavit therewith filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendants from interfering with the management of said business, from unlawfully taking possession of said Institute and its property, and medicines by force or violence and without legal process: and from doing anything to destroy or impair said business and property, as prayed for in said petition of plaintiffs. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed and indorsed with a statement of the nature of the injunction ordered, on said plaintiffs, giving an undertaking to the said defendants, conditioned according to law with security to be accepted by said Clerk of the Court of Common Pleas, in the sum of \$200⁰⁰.

James M. Campbell Probate Judge.

Nov 8th 1894

6822

Belle Thompson
 vs
 McDonald Thompson et al

This 7th day of November 1894 this cause came on to be heard on the motion of Belle Thompson by her Attorneys for the appointment of a receiver to take charge of the interests of McDonald Thompson in their hardware firm of Milford Center Ohio known as the M. D. Thompson and Co. and it appearing by the affidavit of Belle Thompson plaintiff that the interests of McDonald Thompson in said business would be her only or chief means of obtaining alimony, and that said interests are likely to be imperiled by neglect, said business being now in sole charge of M. M. Connor a partner in said concern, it is thereby ordered that A. J. Rigdon Sr and he hereby is appointed receiver of all the interests and rights whatsoever of said McDonald Thompson in said firm and that he shall have full control therein of all said interests and shall hold same until further ordered by this Court.

It is further ordered that said M. M. Connor deliver to the said receiver all monies and other property now in his possession that may belong to the said McDonald Thompson and that before entering on his duties said receiver shall execute to the State of Ohio an undertaking in the sum of One Thousand Dollars, conditional according to law with good and sufficient security.

And said McDonald Thompson is hereby restrained from transferring or disposing of said property or in any manner interfering therewith until further order in the premises.

Done at Chambers at Bellefontaine Ohio this 7th day of November A. D. 1894

John A. Rice
 Judge of Court of Common Pleas.

6822

Belle Thompson } Pending in the Court of Common Pleas
 vs } of Union County, Ohio.
 McDonald Thompson } Before the Hon John A Price of said Court in
 Vacation. November 19th 1894.

3086

This day came the plaintiff before the above named Judge and made application for an order for alimony to be paid her pending this suit.

On consideration whereof the Court find that reasonable notice of the application in this case has been given to the defendant, and that he has had legal notice of the time and place of the hearing hereof, and that there is good cause shown for an allowance of alimony to the plaintiff pending this suit.

It is therefore ordered by the Court that the plaintiff be allowed the sum of One hundred and fifty Dollars for the support and maintenance of herself and the payment of her attorneys and expenses pending this suit.

It is further ordered that the receiver heretofore appointed herein pay to the plaintiff the said sum of One hundred and fifty Dollars out of the money or property that may come or now be in his hands as said receiver.

And that plaintiff may also have execution against said defendant for said sum if not paid.

Done at Chambers at Bellefontaine Ohio this 19th day of November A.D. 1894

John A Price
 Judge.

Supreme Court of the State of Ohio.

The State of Ohio } January Term A. D. 1894.
City of Columbus }

3186 James B Pitts et al }
vs } Error to the Circuit Court
J. M. Davids et al } of Union County-

This cause came on to be heard upon the Transcript of the Record of the Circuit Court of Union County, and was argued by Counsel.

On consideration whereof it is ordered and adjudged by this Court, that the judgment of the said Circuit Court, be and the same is hereby affirmed, and it appearing to the Court that there were reasonable grounds for this proceeding in error it is ordered that no penalty be assessed herein.

It is further ordered that the defendants in error recover from the plaintiffs in error their costs herein expended taxed at \$ Ordered, That a special Mandate be sent the Circuit Court of Union County, to carry this Judgment into Execution.

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.

(Seal)

Witness my hand and the Seal of said Court this 27th day of November A. D. 1894.

Josiah B Allen Clerk
By Geo. H. Koller Deputy.

State of Ohio }
City of Columbus } Supreme Court of Ohio.

To the Honorable Circuit Court:

Within and for the County of Union, Ohio Greeting:
We do hereby command you, that you proceed, without delay, to carry the within and foregoing Judgment of our Supreme Court of Ohio, in the cause of

James B Pitts et al

vs

J. M. Davids et al
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 27th day of Nov. 1894.

Josiah B Allen Clerk
By Geo. H. Koller Deputy.

Clerk's Costs, \$5⁰⁰ Paid by O. R. Kerr
Printing Record \$12⁵⁰ " " " "
Sherriff's Costs, \$ 25⁰⁰ Due Thomas Martin

Wreck Bill & Co. } Oct-11-1894

6702

vs
French G. Reynolds }

This cause came on for hearing on the motion of the defendant to set aside the verdict and for a new trial here and the court on consideration thereof do overrule the same to which ruling defendant excepted.

It is therefore considered by the court that the said plaintiff recover from the said defendant French G Reynolds the said sum of one cent together with no cost here expended.

6886

6799

Monday Dec 3rd 1894

Court convened at 1³⁰ O'clock P.M. pursuant to adjournment -
Present Hon John A Price Judge

H. M. Haines }
vs } Entry
C Sullman & Co } Motion as to distribution of the money made in this
Case as to costs.

On hearing by the court and finding that due notice has been served of this motion on Thomas Martin and R. McCrory and thereupon the court being fully advised in the premises do order and adjudge that out of the money paid to him in this case he pay the judgment of the Plaintiff and the costs made by the Plaintiff H. M. Haines first and if there remain any balance that he pay the costs made by the defendant C. Sullman & Co.

6886 A. S. Morgridge }
vs } Judgment - Entry
Richard H. Cougret }

This day came the plaintiff by his Attorney; and also appeared in open Court, for and on behalf of said defendant, J. H. Kirkade an Attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the Note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Three Hundred and Thirty Two dollars and Forty Eight 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 rights of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Three Hundred thirty two dollars and Forty Eight cents, being the amount of said note with interest computed at eight per cent. per annum, from the 4th day of August A. D. 1893; and also his costs herein expended, taxed at 5⁰

6799 Edwin R. Hotzempeller }
vs }
Thomas J. Kismur }

On motion leave is given to the plaintiff to file reply instantly and same is filed.

Monday Dec. 3rd 1894

6785

E. R. Kesternpeller }
vs } Entry
Charles Shirk et al }

6835

This day came the parties and submitted this cause to the Court upon the motion of the defendant to vacate the injunction heretofore granted, and said motion was argued by the counsel and submitted.

On consideration whereof the Court after hearing the evidence and arguments of counsel and being fully advised in the premises, overrules said motion, and it is ordered and adjudged that the plaintiff recover of the defendant his costs on hearing said motion taxed to \$
To which ruling and final decision the defendant excepted. D. W. Myers Atty for Defl.

6811

Augustus Scott }
vs } Entry-

6893

This cause now coming on for hearing on the petition of the plaintiff Winfield S. Winters et al and the evidence, the Court find that the defendants, Winfield S. Winters and Alice Winters, 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 due to be true, and that there is due the plaintiff from the defendant, Winfield S. Winters, on the promissory note and interest Coupon Note set forth in the petition, including the Attorneys fees asked for, with interest to the first day of December 1894, the sum of Eleven Hundred and Eighty one & 3/100 Dollars (\$1181³⁰). The Court further find that in order to secure the payment of said Note, the defendants - Winfield S. Winters and Alice Winters, 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 30, page 76 of the records of Mortgages of Union County, and is a good and valid 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 plaintiff. It is therefore adjudged and decreed that unless the defendant Winfield S. Winters, shall within one day from this Entry of this decree, pay, or cause to be paid to the Clerk of this Court the costs of this cause, and to the plaintiff herein the sum so found due as aforesaid, with interest from the first day of December 1894 at 8 per cent - payable semi-annually upon all due Fifty Dollars and 6 cts 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.

Approved by J. E. Griffelt Atty for Pltff.

6777

George Schneider }
vs } Decree of Confirmation, order for Deed, and Distribution
Wm. H. Cunningham et al } of Proceeds-

On motion of the plaintiff and on producing the return of the Sheriff of the sale made under the former order of the Court, and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser George Schneider by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said Lien holder in said premises so far as they may be paid herein for the protection of his title - It is further ordered that the Clerk cause satisfaction of the Mortgage and Mechanics Lien herein recd 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 \$775⁰⁰, it is ordered that the Sheriff out of the money in his hands pay

1st To the Treasurer of this county the taxes etc. against said lands, the sum of \$
2nd To the plaintiff George Schneider on the balance of the money remaining in his hands to wit: the sum of \$
to be applied as a credit upon his judgment against the said defunct and also there still remaining due to the said George Schneider the sum of \$
Wm. H. Cunningham and execution is awarded therefor. It is considered that he recover the same from the defunct and

Monday Dec. 3rd 1894.

6835
A.J. Rydon }
vs }
H. Philbrook }

Entry.

This day came the Plaintiff by John M. Bondrich his Attorney and the undersigned 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 issuing and service of process and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confess that there is due from said defendant to said plaintiff as is alleged in said Plaintiff's petition, the sum of \$206⁶⁷. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$206⁶⁷ so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

6673
Alice Lahue }
vs }
Mary Portin et al }

Notice & Confirmation.

The plaintiff by her attorney J. H. Kinkade moves the Court to confirm the sale of the real Estate herein made on Petition by the Sheriff on the day of 1894 and for an order to the Sheriff to execute a deed to the Purchaser.

Court adjourned till 8³⁰ O'clock tomorrow morning

Tuesday Morning Dec. 4. 1894

Court commenced at 8³⁰ O'clock in the morning pursuant to adjournment
 Present - Hon John A Price Judge.

6795- Eva E Munson }
 vs }
 Jacob E Munson }
 Now came the plaintiff, the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and that the allegations thereof are confessed by him to be true. The court also find that the plaintiff at the time of filing her petition, had been a resident of the state of Ohio for one year next preceeding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth.

6707

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Eva E Munson and Jacob E Munson be, and the same hereby is, dissolved, and both parties are released from the obligation of the same.

It is further ordered that the petition be used she hereby is, restored to her maiden name of Eva E Kirk.

It is further considered by the court that the said Eva E Munson recover from the said Jacob E Munson her costs herein expended, and execution is awarded - Corliss & Porter.

6828 Michigan Mutual Life }
 Insurance Co. }
 vs }
 Morris H Hill et al }
 Entry dismissing Case.

This day by consent of all parties hereto this case was dismissed, without prejudice, and without record.

6816 Joseph Morse }
 vs }
 Wm Cunningham }
 This day this cause came on for hearing and the defendant being in default for answer and demurrer The court finds that the obligations of the petition are confessed by the defendant to be true and that he is indebted to the plaintiff in the sum of One hundred and fifty three & ⁹⁴/₁₀₀ Dollars. It is therefore considered by the court that the plaintiff recover from the defendant the sum of \$153⁹⁴/₁₀₀ and interest thereon at the rate of 8% per annum and his costs herein taxed at \$ - And it is further ordered by the Court that the sheriff Union and Allen counties proceed to sell the property herein attached as by execution and make due return hereon to the Court. J. M. Kennedy Atty for plaintiff

Tuesday Dec. 4th 1894.

6707

James M. Lance Admr. of
the Estate of Job Sewell dec'd.
vs
Martin Turner

This day this cause came on for hearing upon the demurrer to answer and upon the consideration of the same the Court sustained said demurrer.

It is therefore ordered by the Court that unless said sum of \$1234¹² for which judgment was heretofore rendered herein with interest from December 26th 1893 be paid come, within five days an order of sale issue to the Sheriff of Union County Ohio commanding him to have the premises appraised and sell the same according to law and bring the proceeds thereof into Court and await further order as to distribution - O.K. Price Judge.

Court of Common Pleas }
Union County ss: } Certificate for pay to Sheriff
Sheriff's Office Union County Ohio

Marysville, Ohio December 5th 1894.

The Court charges for the September term A.D. 1894, Union County Common Pleas, are due for services rendered and are as follows:

To Wm G. Smodgrass Sheriff Dr.
To Joseph Lawrence Court-Bailiff \$ 6⁰⁰
" Jesse Pearce Deputy \$ 6⁰⁰
Total \$ 12⁰⁰

I here by certify the above bill to be correct

Wm G. Smodgrass

Sheriff of Union County Ohio

To the Clerk of Courts, Union County, Ohio.

You will make entry of the above bill and certify the same to the County Auditor.

John A. Price

Judge of Common Pleas Court.

In the matter of }
allowance to the }
Sheriff

It is ordered by the Court that there be allowed to Wm G. Smodgrass Sheriff of Union County the sum of \$ 300⁰⁰ to be paid out of the county Treasury on the warrant of the County Auditor for services for the year 1894 in Criminal cases where the State has failed to convict, or the defendants have proved insolvent, and for other services not particularly provided for. Said allowance being made under and by virtue of Section 1231 of the Revised Statutes of Ohio.

Dec 5th 1894

John A. Price

Judge of Court of Common Pleas.

Dec 4th 1894

The State of Ohio } In the matter of drawing Jurors for the Jan. Term 1895.
Union County ss: }

Court of Common Pleas.

It is ordered that the Clerk of this said Court shall between the hours of 10 O'clock A.M. and 12 O'clock noon, on the fourth Monday to-wit: on the 17th day of December A.D. 1894 previous to the sitting of the Court of Common Pleas, in said County, in the presence of the Sheriff proceed in accordance with the law in such cases made and provided to draw from the Jury Wheel Fifteen names of persons to serve as Grand Jurors, and twenty names of persons to serve as Petit Jurors, and shall forthwith issue venire for the said Jurors so drawn to be, and appear before said Court on the first day of the term thereof to-wit on the 14th day of January A.D. 1895 at ten O'clock in the forenoon of said day.

John A. Rice
Judge of Court of Common Pleas

Alice Lahn

6698

v-s

Mary Corinthal

Court of Common Pleas Union County Ohio.
Entry-

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and the said commissioners have made and returned their appraisement of said estate at \$1,800. 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 neither of said parties having elected to take said estate at its appraised value and on motion of the plaintiff, an order for the sale of said estate at public Auction having been issued to the Sheriff of Union County Ohio on motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under said order, and the Court being satisfied on examination, that the same have been in all respects according to law, The said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by due duty executed to convey said premises to the purchaser. It is further ordered that the Sheriff out of the proceeds of sale pay: First- To the Treasurer of Union County Ohio \$- being taxes and penalties due on said premises - Secondly - To the Clerk of this Court the costs of this action, including a Counsel fee of \$46⁰⁰ - To Harry Kinkadee Attorney at Law for their services herein taxed at \$- Thirdly,

and the balance as follows: To the Clerk of said Court the costs in the case of Emma A. Morry v-s John N. Morry amounting to about \$129⁶⁵ - Fourthly - James A. Meagher administrator of John N. Morry for his debt the sum of \$430²¹ - That the said moneys be made payable to the Sheriff of said County and held by him in trust for the persons interested and included in this order and the heirs of said J. N. Morry, and applied to the order herein as the said moneys become due until the said order is satisfied and then equally divided the remainder when paid among the heirs of said John N. Morry.

J. H. Kinkadee
D. Mayus Atty for Grace Silberman.

6745

Dec. 4th 1894

6745

Alexander Johnson et al Plffs.	}	Court of Common Pleas
vs		Union County Ohio.
Thomas Barber et al Defs.	}	Entry.

This cause coming on this day for hearing.

The defendants being in default for answer and demurrer, and was submitted to the Court without the intervention of a jury, upon the pleadings and the evidence, and on consideration thereof the Court find, that the defendants have been duly served herein by publication as provided by statute, and the Court further find that at the time of bringing this action the said plaintiff Alexander Johnson and J. L. Fish were in possession of the real property described in the petition, and that they 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 Plaintiffs ought to have their respective titles and possession quieted as against each and every one of said defendants as prayed for in their petition. The Court do further find that the mortgage deed executed by William Porter and Lucinda Porter his wife on April the 1st 1868 to Thomas Barber for \$300⁰⁰. Recorded in Vol. 6 Page 486- record of Mortgages, Recorder Office Union County, Ohio, has been long since fully paid and that the same should be duly cancelled of record as prayed for in said petition. It is therefore ordered adjudged and decreed that the said mortgage be cancelled on said record of mortgages by the clerk of this Court. It is further ordered adjudged and decreed by the Court that the title and possession of the said Alexander Johnson and J. L. Fish to all and singular the premises in the petition described to-wit: Part of V. M. Survey No. 11346 situate in York Township, Union County Ohio, Beginning at an Elm, Beech and Ash, southeast corner to lands conveyed by Allen Sathum to David Curvel, thence N. 6 1/2° E. 70 1/2 poles to a stake and stone corner to lands formerly owned by Foster Edwards, thence with the south line of said lands N. 82° W. 29 5/8 poles to a stake; Thence S. 5 1/2° W. 70 1/2 poles to a stake; Thence S. 82° E. 29 5/8 poles to the beginning, containing 13 Acres more or less. Be and the same 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 Alexander Johnson and J. L. Fish, their heirs or assigns thereto. It is further ordered adjudged and decreed that the title and possession of said Alexander Johnson to all and singular the premises in the petition described and found by the Court as in him to-wit: Situate in Union County, Ohio, and part of V. M. Survey No. 11346: Beginning at an Elm, Beech, and Ash, North East corner to lands conveyed by Allen Sathum to David Curvel June 22, 1863, Thence with the East line of the same N. 5 1/2° E. about 40 poles to the North line of Alexander Johnsons lands; Thence with said line N. 82° W. 29 5/8 poles to a stake at the North west corner to said land; Thence S. 5 1/2° W. about 40 poles to a stake, Thence S. 82° E. 29 5/8 poles to the beginning, containing 8 Acres more or less. Be and the same 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

Dec. 4th 1894

claim to said premises or any part thereof adverse to the title and possession of said Alexander Johnson his heirs or assigns thereto.

It is further ordered, adjudged, and decreed, that the title and possession of the said J. D. Fish is all and singular the premises in the petition described and found by the Court - as in line to wit: Situate in Union County this and part of T. M. Survey No. 11346, Beginning at a stake and stone south East corner to lands formerly owned by Foster Edwards; Thence N. 82° W. 29.58 poles to a stake; Thence S. 5½° W. 26 poles to a stake at the Northwest corner of Alexander Johnsons land; Thence S. 82° E. 29.58 poles to a stake;

Thence N 5½° E about 26 poles to the Beginning, Containing 5 Acres more or less. Be and the same are granted 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 J. D. Fish, his heirs or assigns thereto.

And the Court do further order that the said plaintiffs, Alexander Johnson and J. D. Fish pay the costs of this suit within 30 days and in default thereof, that execution issue accordingly.

J. H. Kin Rade Atty for Pltff
Dec. 8th 1894.

6648

6770

Emma M. Koelp }
vs } Entry
George Kleiber }
et al }

This day on motion of the plaintiffs, and upon producing the returns of the Sheriff of his proceedings and under the former order of this Court and being satisfied on examination that the same has been had in all respects according to law the said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser George L. Koelp in fee simple free from the dower of the said Catherine Kleiber.

6510

And the said Catherine Kleiber having asked, that in lieu of her dower its value be paid to her in money, the Court find the just and reasonable value of her dower interest in said premises, to be \$1,076.31.

And it is further ordered that out of the proceeds of said sale the Sheriff should pay -

First To the Treasurer of said County of Union the sum of Forty nine and 00/100 Dollars, being the taxes legally charged and now due against said premises.

Second, To the Clerk of this Court the costs of this action, amounting to \$65.94, and a counsel fee of \$137.30 to be paid to Porter & Porter and to J. E. Griffith, to wit - \$68.65 to Porter & Porter and \$68.65 to

Dec 4" 1894

said J. E. Griffeth for their services herein.

Third- To the said Catharine Kleiber widow of the said Philip Kleiber the said sum of \$ 975.36 as her full dower interest in said premises after paying her share of taxes and costs.

Fourth- To Ulrich, Bull & Co. \$ 89.50 being the amount of their judgment and costs against the said John George, according to their answer and cross petition herein filed to be paid out of what was the interest of John George Kleiber when the transcript was filed.

Fifth- and of the residue of the proceeds of said sale to the plaintiff Emma L Koep one-half of the cash proceeds remaining to wit: the sum of \$ 569.08 and also one-half of the note for the deferred payment; and to the defendant George Kleiber a like amount of the said proceeds of the said sale remaining to wit: \$ 569.08, and also one-half the note for the deferred payments.

J. E. Griffeth
Porter & Porter
Cameron & Cameron

\$1,788.33 = amount of 1st note
1,788.33 = " " 2nd "

Cynthia A Taylor }
vs } Entry
Samuel Taylor }

6648

This day came the defendants and suggested to the court that since the last term of this court said plaintiff has died and that Thomas M Brauman has been appointed and qualified as her Administrator

It is therefore ordered by the court that the said Thomas M Brauman substitute as plaintiff in this case.

Therefore came said Thomas M Brauman and entered his appearance herein and believing it to be for the interest of said estate not to prosecute this case further by the consent of the parties it is ordered by the court that this cause be dismissed, without record and that said Thomas M Brauman as such Administrator pay the costs made in the case.

M. Thompson }
vs } Entry
B. V. Buffington }

6510

This day came the parties to this action and consented by agreement between themselves that the court shall set aside the verdict rendered in this case whereupon it is ordered by the court that said verdict be set aside and a new trial granted in this case and the cause is continued.

Robinson & Woodburn for Pltff
J. L. Cameron.

Dec. 4th 1894

6350 } Earnest L Atkinson }
 rs }
 Albert Southard et al } Entry

This day came this cause on to be heard upon the pleadings and evidence.

On consideration whereof the Court find the Equity of the case to be with the the plaintiff, and that said Margaret Atkinson at the time of her death was the reputed owner in fee of the premises in the petition described and that she died intestate and that subject to the dower of her husband Sylvester Atkinson, said lands descended to the heirs of said Margaret Atkinson as follows to the plaintiff, one fourth part thereof and to the defendant Albert Southard, Adwilda Whitehill, Clemelia Cook and each one fourth part thereof, and that said Sylvester Atkinson is entitled to dower in said lands.

The Court further find that since this action was commenced that said Clemelia Cook has died leaving James Cook her husband who is entitled to dower to his portion of said lands and that subject to said dower said share of Clemelia Cook descended to her heirs as follows, Archibald Cook, Elmer Cook, Adalene B Cook, William Cook and an infant child of Clemelia Cook whose name is unknown, in equal parts.

The Court further finds that said James Cook and all the children of said Clemelia Cook have been made parties thereto, and duly and legally notified and that a guardian ad litem has been legally appointed for said minors and proper Arrangements filed for them.

The Court further find that the plaintiff has had the use and enjoyment of said premises since the death of said Margaret Atkinson and he should pay the other heirs therefore the sum of Two Hundred Dollars to be divided among said heirs - proportion to their respective interest; and that said sum of Two hundred dollars be and the same is made a charge upon the interests of said plaintiff in said lands in favor of the other heirs of said Margaret Atkinson and no reason appearing why partition should not be made - ~~assessments~~

It is therefore adjudged and decreed by the Court, that Sylvester Atkinson be endowed of one full equal third part of said premises and that subject thereto, partition of said estate be made, and that an order issue to the Sheriff of said county of Union commanding him that by the oaths of L. B. Harvey, Arner Harvey and Wiley Skidmore three judicious and disinterested freeholders of the vicinity who are not akin to either party and who are truly appointed commissioners for that purpose he cause to be set off and assigned such dower to the said Sylvester Atkinson and James Cook according to law, and that by the like oaths of said Commissioners he cause to be set off

6350

6307

and divided to the said plaintiff, and to each of the said defendants the parts and proportions of the said estate to which they are hereafter severally found entitled to wit.

- 1st. Dower in all said lands to said Sylvester Atkinson.
- 2nd Subject to the dower of Sylvester Atkinson to the plaintiff one fourth part of said lands.
- 3rd. Subject to the dower of Sylvester Atkinson to Albert Southard one fourth part of said lands.
- 4th Subject to the dower of Sylvester Atkinson to Alville Whitfill one fourth part thereof.
- 5th. Subject to the dower of Sylvester Atkinson to James Cook dower in remaining fourth part of said land.
- 6th. Subject to the dower of Sylvester Atkinson James Cook as aforesaid to Archibald Cook, Edna & Cook, Adeline B Cook, William Cook, and the unnamed infant child of Clemida Cook each one twelfth (12^{ths}) part of said premises.

It is further ordered that if in the opinion of the said Commission said premises can not be divided by metes and bounds without ^{injury} to the value thereof they appraise the same, both subject to, and free from the dower aforesaid.

And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

The defendant give notice of appeal and the court fixes the bond for appeal at \$100.

6350
 Samuel L Atkinson }
 vs
 Albert Southard et al }

It appearing to the Court that Archibald Cook, Edna Cook, Adalina B Cook, William Cook and the unnamed infant child of Clemida Cook are all minors under the age of fourteen years, and that they have been duly and legally notified of the filing and pending of the petition in this case by publication according to law, on motion of plaintiff it is ordered by the Court that James W Robinson be and he is hereby appointed guardian for this suit for said minor defendants.

And now comes the said James W Robinson and in open Court accepts said appointment, and files his answer on behalf of said infants.

6304
 J. B. Heilt & Co. }
 vs
 F. F. Hayden. }

By arrangement of the parties the cause is settled and the costs paid

Approved Robinson & Nordburn
 Atty's for plaintiff
 J. L. Cannon

Dec 4th 1894

6782

Richard Pond }
 vs } Entry
 J. D. Smart-Admr }

This day came this cause to be heard upon the demurrer of the Def^t: to Plaintiff's Petition and thereupon the Court being fully advised in the premises find for the defendant and sustains said demurrer and thereupon Plaintiff asks leave to file Amended Petition which motion is granted and leave allowed to file Amended Petition in 30 days and the case is continued.

Robinson & Woodburn Atty's for Def^to.

6680

6800

B. F. Carneau }
 vs } Entry
 Lester Clock }

This day this cause came on to be heard upon the motion of defendant to order and require the defendant to reform the petition so as to make it more definite and certain for reasons stated in said motion and the Court having fully advised in the premises, sustains said motion, and thereupon the Plaintiff asked and obtained leave to amend his petition instantly.

6693

Lide Graves }
 vs } Entry
 Wm. G. Snodgrass Sheriff }

This day this day this cause came on for hearing on motion of the defendant to substitute the judgment creditor as defendant herein, and the same was argued by counsel and submitted to the Court; on consideration whereof the Court do overrule said motion, to which ruling the defendant W. G. Snodgrass excepted. Thereupon the defendant asked and obtained leave to plead to said petition herein on or before January 1st 1895, and this cause is continued.

Brodrick for Plff
 Jackson

Dec 4th 1874

6680
 Dester Clark et al
 vs
 Rebecca Milligan et al
 Entry.

This day this cause came on to be heard upon the petition of plaintiffs and the answer of the defendants and the evidence; and the Court find that all the defendants have had due legal notice of the pendency and demand of said petition.

Therefore, the court further find that the plaintiff Henry C. Clark is the legal owner of the land set off and assigned to William Milligan, and it is ordered adjudged and decreed that the same be quieted and confirmed unto the said Henry C. Clark:

The court further finds that the plaintiff and defendants are tenants in common in the estate described in the petition as being set off by amicable division to Samuel Milligan:

That the plaintiff, Dester Clark, Susan Caryl and Henry C. Clark have each a legal right to the undivided one-sixteenth (1/16) of said last named premises.

That the defendant, Rebecca Milligan, widow of Samuel Milligan, deceased, is entitled to dower in the undivided seven-twentieths (7/20) of said premises, and that subject to the said dower said defendants, David Milligan, Rosa Milligan, Kellie Milligan and Charles Milligan have each a legal right to the undivided seven-eightieths (7/80) of said premises:

That said defendant Rebecca Milligan, widow of Jesse H. Milligan, deceased, is entitled to dower in the undivided one-twentieth (1/20) of said premises; that subject to said dower of Rebecca Milligan, said defendant Louise Milligan has a legal right to the undivided one-twentieth (1/20) of said premises:

That said Nancy Hamel, as widow of Amos S. Milligan, deceased is entitled to dower in the undivided one-twentieth (1/20) of said premises; and subject to said dower said defendants Mary Murphy and Julie Milligan have each a legal right to the undivided one-fortieth (1/40) of said premises:

That said defendants, Annie C. Anderson, Hulda Lillie, W. E. Milligan, Chaney Cagg and Mirtie Clark have sold their respective interests in said premises to Charles V. Milligan:

That said defendant, Charles V. Milligan is entitled to the undivided one-half (1/2) of said premises:

The plaintiffs are entitled to have partition of said estate made as prayed in their petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and L. B. Harvey, O. E. Lincoln and W. D. Gordon, three judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled. And of this proceedings herein, said Sheriff is ordered to make due return.

As to all questions of waste and all other matters herein this cause is continued.
 John M. Brodrick atty for Plaintiff
 L. Ripen atty for Deft.

Dec. 4th 1894.

6750
 Jennie Warford }
 vs } Entry.
 Joseph Warford }

This cause came on this day to be heard on the petition of the plaintiff, and the defendant having been duly served with summons and copy of petition, and having failed to appear the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by them to be true.

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

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Jennie Warford and Joseph Warford, Sr, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said child of the parties hereto be until further order confided to the said Jennie Warford exclusively. That the said defendant have the privilege of visiting said child at plaintiff's residence at reasonable times until the further order of the Court.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony the sum of \$_____ and the same is hereby made a lien on all the real estate of the said defendant, and in default of such payment for 3 days that execution issue thereon.

It is further ordered that the plaintiff recover her costs from said defendant herein expended, and execution is awarded.

6695
 Emma Carr }
 vs } Entry.
 Alfred C. Carr }

Now comes the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the state of Ohio for one year next preceding the same, and was at the time a bona fide resident of the County of Union, and that the parties hereto were married as in the petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty toward the plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged that the marriage contract heretofore existing between the said Emma Carr & Alfred C. Carr, Sr, and the same is dissolved and that 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 Emma C. Torrence.

It is further ordered that the plaintiff recover from the said defendant her costs herein expended. Orders.

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 September A.D. 1894, was begun on the second Monday, the 10th day of September 1894, and continued from day to day by regular adjournment until this 5th day of December 1894, and is now adjourned without day.

Attest:

J. N. Gosnell, Clerk of the Court of Common Pleas of Union
County Ohio

Venire for Jurors

The State of Ohio, Union County ss:

On the 17th day of December, 1895, I received this Venire and served the same on the several persons therein named at the times and in the manner specified opposite their names endorsed hereon.

Wm G. Snodgrass Sheriff.

Grand Jurors.	When served	How served	No. of miles
Thomas Robinson	Dec. 17, 1895	Postal Card	
Luther Bonnett	" " "	" "	
J. M. Lee	" " "	" "	
William W. Epps	" " "	" "	
Samuel Brightler	" " "	" "	
J. A. Ross	" " "	" "	
J. C. Martin	" " "	" "	
Albert Marriott	" " "	" "	
J. E. Howe	" " "	" "	
W. W. Clewinger	" " "	" "	
John W. Barnes	" " "	" "	
William Wagner	" " "	" "	
Robert Finley	" " "	" "	
Samuel Orshood	" " "	" "	
Eugene Peyton	" " "	" "	

Petit Jurors.

George Gougill	" " "	" "	
Judge Ryah	" " "	" "	
John L. Green	" " "	" "	
William Gody	" " "	" "	
James P. Carter	" " "	" "	
T. T. Kilbury	" " "	" "	
Jonas Clint	" " "	" "	
Wm M. Snodgrass	" " "	" "	6
A. A. McNeil	" " "	" "	16
B. F. Morris	" " "	" "	
J. E. Southard	" " "	" "	13
Lemuel James	" " "	" "	
Uriah Cook	" " "	" "	
R. M. Henderson	" " "	" "	
Brown Watson	" " "	" "	8
Charles Comstock	" " "	" "	11
E. W. Bolenbaugh	" " "	" "	12
Elias Hathaway	" " "	" "	8
Albert Thompson	" " "	" "	
John Kilbury	" " "	" "	

Wm G. Snodgrass Sheriff.

6808

6801

6830

6881

6857

6808
 Fredrick Sparks }
 vs } Entry
 Robt. Henderson et al }

This 5th day of January 1895, came the plaintiff by his Attorney in the vacation of the Court and paid the costs herein and dismissed this cause without prejudice to another action for the same cause.
 Thomas Reed, Atty for Plaintiff.

6801
 John A.M. Snyder }
 vs } Entry
 Nancy A Eastinday et al }

This 11th day of January 1895 came the plaintiff in the vacation of the Court and paid the costs herein and dismissed this case.

6830
 Wm M. Cartmell & Sons }
 vs } Entry
 Minnie Walker et al }

This 29th day of Nov. 1894 came the Defendant in the vacation of the Court and paid the costs herein.

6831
 O.M. Scott & Bros }
 vs } Entry
 Minnie Walker et al }

This 29th day of Nov. 1894, came the Defendant in the vacation of the Court and paid the costs herein.

6857
 Waller Beecher }
 vs } Entry
 C. A. Lowe et al }

This 11th day of January 1895 came the parties by their Attorneys, in the vacation of the Court and paid the costs herein and dismissed this cause.

Monday January 14th 1895

State of Ohio, County of Union ss:

The separate session of the Court of Common Pleas of the 10th Judicial District, and the 3rd sub-division 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 Five, held in the Court-House in the City of Mansfield County of Union State of Ohio, was begun on the 14th day of January in the year aforesaid.

Present-Hon. John A Price, Judge of the Court of Common Pleas, of the 3rd sub-division, 10th Judicial District of Ohio.

W^m G. Snodgrass Sheriff of Union Co. O.

Attest

J. N. Gosnell, Clerk of the Court of Common Pleas of Union County Ohio.

The Venire facias for a Grand Jury heretofore issued and returnable this 14th day of January, at 10 o'clock A. M. was duly returned by the Sheriff with his endorsement therein to-wit:

January 14th 1895, served the within named jurors as follows to-wit:

The State of Ohio, Union County ss:

On the 17th day of December 1894, 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 herein as follows:

Thomas Robinson	December 17 th 1894	Postal Card.
Luther Bonnett	"	"
J. M. Lee	"	"
William W Epps	"	"
Samuel Beightler	"	"
J. A. Ross	"	"
J. C. Martin	"	"
Albert Merriott	"	"
J. E. Howe	"	"
W. W. Clevenger	"	"
John W. Barnes	"	"
William Wagner	"	"
Robert Finley	"	"
Samuel Crahook	"	"
Eugene Peyton	"	"

W^m G. Snodgrass Sheriff.

And upon calling the same in open Court, Thomas Robinson Luther Bonnett, J. M. Lee, William W Epps, Samuel Beightler, J. A. Ross, J. C. Martin, Albert Merriott, W. W. Clevenger, John W. Barnes, William Wagner, Robert Finley, Samuel Crahook and Eugene Peyton appeared in answer hereto. And for good cause shown the Court excused J. E. Howe, and the panel being incomplete the Sheriff summoned as talesman to complete the same the following named person who appeared in answer thereto to-wit: Robert M^cCrory, from the bystanders and the panel being full the Court appointed Robert M^cCrory Foreman of the Grand Jury and he with his fellow jurors took the oath 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

Monday January 14th 1895

attended by the Sheriff. The following named persons compose the Grand Jury to-wit: First- Robert M. Erory Foreman.
(2) Thomas Robinson (6) Samuel Brighten. (10) W. W. Cleverger.
(3) Luther Bonnett. (7) J. A. Ross. (11) John W. Barnes.
(4) J. M. Lee. (8) N. C. Martin. (12) William Wagner. (14) Samuel Orshood.
(5) William W. Epps. (9) Albert Muriott. (13) Robert Finley. (15) Eugene Peyton.

6668

6805 A. J. Rigdon, Receiver }
vs } Enty
Thomas M. Reiley et al }

This day the Plaintiff asked and obtained leave to file petition and same filed
Brodrick for Plff
Cameron & Cameron for Plff.

6832 Wm M. Intine }
vs } Enty
Asa Smart }

6840

This cause is dismissed at the cost of the plaintiff. It is therefore adjudged by the Court that the defendant recover of the plaintiff his costs herein expended taxed to \$-

6897 Laura Cronley }
vs } Enty
John H. Penhornwood et al }

This cause is dismissed at the cost of the plaintiff. It is therefore adjudged by the Court that the defendant recover of the plaintiff their costs herein expended taxed to \$-

6790 W. H. Keasiman }
vs } Enty
Lyman O. Waller }

Leave taken this 14th day of January 1895 to file Petition
Jas. E. Robinson Atty for Plff.

6869 Charles Linnance }
vs } This day cause came on for hearing this 14th day of January 1895 upon the
The Village of Richmond } motion of Plaintiff for leave to file a Petition in Error herein, and the Court
after hearing argument of Counsel for Plaintiff, and upon due consideration granted such
leave and said petition in error is accordingly filed.

6732 Solomon Walker }
vs } This 14th day of January A. D. 1895; this cause came on for
W. H. Lyons } hearing upon the motion of the Plaintiff for leave to
file an amended Petition herein within thirty days
from this date, and upon consideration of the Court such leave is granted.

6766

Monday January 14th 1896

Emmeline Ford }
vs } Entry
Sarah Swallow et al }

6668

This day this cause came on to be heard on the motion to dismiss this cause for want of prosecution whereupon the Court having heard Counsel for the parties the plaintiff not being present in person but by Attorney the Court being satisfied that due notice of the said motion was served on plaintiff do sustain said motion and this cause is dismissed without prejudice to another action.

Therefore it is adjudged by the Court that defendants recover of plaintiffs their costs in this action and the action is dismissed without prejudice.

J. M. Kennedy Atty for plaintiff.

Dev. B. Hamilton }

6840

vs } This 14th day of January A.D. 1896, this cause came on to be heard upon the petition of the plaintiff and the Levi Stimml et al } Answer and cross petition of the defendants Anna M Triplett and was agreed by Counsel upon consideration whereof and being duly advised in the premises, the Court do find that the defendants Levi Stimml Ed Liggie & M Stimml have been duly served with summons in this action and that they are in default for answer and demurrer and thereby confess the allegations in said petition to be true. And the Court do further find that there is due to said plaintiff from the defendant Levi Stimml upon the promissory notes set up in the petition the sum of \$496⁰⁰/₁₀₀. And the Court do further find that in order to secure the payment of said promissory notes the said defendants Levi Stimml Ed Liggie Stimml executed and delivered 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, this on the second day of April 1893 at 7-30 O'clock A.M. and was by him duly recorded in Book No 28 at page 449 in Union County Records of Mortgages and that said mortgage as a valid and subsisting second lien upon said premises described in the petition, and that the condition of said mortgage has been broken, and that by reason thereof the plaintiff is entitled to have the equity of redemption of said defendants in said real estate fore closed. And the Court do further find that there is due the defendant Anna M Triplett upon her note and mortgage set up in her answer and cross petition the sum of _____ with interest at 8% payable annually, and that said mortgage was executed, delivered, filed and recorded as stated in said pleadings and is a valid and subsisting first lien upon the premises described in plaintiffs petition, and that the condition of said mortgage has been broken and that said defendant Anna M Triplett is entitled to the right to foreclose said mortgage. It is therefore considered and adjudged that Plaintiff recover from said defendant Levi Stimml the sum of \$496⁰⁰/₁₀₀ and costs of this action and that said defendant pay or cause to be paid to the Clerk of the Court within three days from the date of this Entry, said sum with interest thereon from this date and costs herein expended, and upon his default in so doing it is decreed that an order issue to the Sheriff of Union County, this Commanding him to appraise advertise and sell the premises described in the Petition as upon execution at law, and that said Sheriff bring into this Court the proceeds of such sale to abide its further order thereon.

R. D. Roberts }

6766

vs } Case dismissed at Plaintiffs costs.
J. M. Flickinger }

Whereupon Court adjourned till 9 O'clock tomorrow morning.

Tuesday January 15th 1895

Court Convened at 9 o'clock in the morning pursuant to adjournment
Present - Hon. John A. Price Judge.

6810

Missouri M. Chance } Entry
vs

6624

B.M. Scott & Bro. }

This day this cause came on to be heard upon the motion of defendants to order and require the Plaintiff to change and renew her appeal undertaking executed by her in this case on the ground that said bond and undertaking is insufficient and the Court being fully advised in the premises, do find that said appeal undertaking and the sureties thereon are insufficient.

It is therefore ordered and adjudged that the Plaintiff by the 16th day of February 1895 renew her said undertaking by giving good and sufficient security in said cause in the sum of Seventy five Dollars (\$75) conditional according to law, and in default thereof that the appeal in this case stand dismissed.

Rosanna Lafferty } Entry
vs

6672

John R. Taylor Adm'r. }

The above case settled and costs paid
Robinson & Woodburn.

6810

Maryetta R. Moore }
 vs }
 George C. Daum et al } Entry.

This day this cause came on for hearing on the petition of the plaintiff and the evidence, and the Court find that the defendant George C. Daum and Lucinda Daum 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 truly confessed by them to be true, and that there is due the plaintiff from the defendant George C. Daum on the promissory note set forth in the petition, with interest to the first day of this term, the sum of \$68.25.

The Court further find that in order to secure the payment of said note the defendant George C. Daum and Lucinda Daum, his wife executed and delivered to said plaintiff their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Vol. 26 page 464 of the Mortgage Records of Union County, Tenn, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the said defendant George C. Daum the said sum of Sixty Eight & 25/100 dollars with six per cent interest from January 14th 1896 and her costs herein expended. And it is further adjudged and decreed that unless the defendant George C. Daum, shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of the Court the arrear of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest at six per cent from Jan. 14th 1896; the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to the Court for further order.

January 14th 1896.

Wednesday Jan. 16th 1895

Court convened at 9 o'clock in the morning pursuant to adjournment

Present Hon. John A. Price Judge

Report
of Grand
Jury.

To the Hon. 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 Jan. Term 1895, beg leave to report that they have been in session 3 days, and herewith return to the Court the Indictments presented by the Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over 13 Witnesses, covering four cases, and presented two (2) bills and ignored two (2) 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
R. M. Crouse Foreman.

6827

A. J. Rigdon

vs

Harry Philbrook et al

Entry.

January 14th 1895

This day this cause came on for hearing on the petition of the plaintiff and the evidence. The Court find that the defendants have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are confessed by them to be true; and that there is due the plaintiff from the defendants, Harry Philbrook, on the promissory note set forth in the petition, with interest to the first day of this term the sum of Two Hundred and Thirty Three and $\frac{12}{100}$ Dollars.

The Court further find that in order to secure the payment of said note the defendants Harry Philbrook and Flora Philbrook his wife, executed and delivered to said A. J. Rigdon the plaintiff, their certain mortgage as in the petition described, and on the premises therein described in the second cause of action therein set forth; that said mortgage was duly recorded in Book 26 page 553 of the Mortgage Records of said Union County, and is a good and valid lien on the premises described in said second cause of action herein set forth, in said petition, and that the conditions in said mortgage have been broken. That said defendants Harry Philbrook and Flora Philbrook his wife, executed and delivered to The Citizens Home & Savings Company their certain mortgage as in the petition described, and on the premises therein described in the fourth cause of action therein set forth; that said mortgage was duly recorded in Book 33 page 42, of the Mortgage Records of said Union County, and is a good and valid lien on the premises described in said fourth cause of action in said petition, and that the conditions in said mortgage have been broken. That said mortgage was duly sold, assigned and transferred to said A. J. Rigdon plaintiff, and that he is now the legal owner and holder thereof.

It is therefore considered, adjudged and decreed that unless the defendant, Harry Philbrook, 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 here in the sum so found due as aforesaid, with interest from January 14th 1895, the defendants' Equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to the Court for further order.

Pro ducto, for Plff.

Whereupon Court adjourned until 2 O'clock Monday Jan 21st 1895

Monday January 21st 1895

Court convened at 2^o o'clock P.M. pursuant to adjournment.

Present Hon. John A. Rice Judge.

6707 James M Lane Adm^{or} }
vs } Entry
Martin Turner }

This day this cause came on to be heard upon the order of sale issued in this case and the report of the Sheriff thereon and it appearing from said report that the said Phoebe Turner wife of Martin Turner demanded a homestead to be set off to her in the premises described in Plaintiffs Petition and ^{that} upon the oaths of J. D. Donley James Beard and M. Hopkins three freeholders of said County the said Sheriff cancelled a homestead to be set off to said Phoebe Turner in pursuance of said demand and the said J. D. Donley James Beard and M. Hopkins having viewed the said premises appraised the same at (\$800⁰⁰) Eight hundred dollars and the entire property was set off to said Phoebe Turner as a homestead and no further proceedings were had on said order of sale and the writ was duly returned by the Sheriff on the 4th day of January 1895-

And the Court being fully advised in the premises and having examined said writ and the return thereof and having found them in all respects regular and according to law approves and confirms said report and the proceedings under said writ and confirms to said Phoebe Turner her right of Homestead in said premises and all further proceedings in this case are stayed and this case continued and left off the docket to be reinstated when necessary

Approved Jan. 21st 1895

John A. Rice Judge

6846 James Cutler }
vs } Entry
S. Taylor et al }

Leave was granted to the Defendants to file answer in 30 days from this date Jan. 21st 1895.

6776 A. R. Aldrich }
vs } Entry
Olive Robinson et al }

This day Philip Snider deft. obtained leave of the Court to file a Supplemental Answer herein, same filed.

6862

913

6862

Frank C Kellogg }
vs }
Winget Harriand et al }

This day came the plaintiff by his attorney also appeared in open Court for and on behalf of said defendant. Leo Piper an Attorney at Law of this Court. Ed by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred and thirty three and 60/100 dollars being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred and thirty three dollars, being the amount of said note with interest computed at 6 per cent per annum from the 30 day of Oct. A.D. 1898; and also his costs herein expended, taxed at \$ —

913

The State of Ohio } Court of Common Pleas }
vs } Union County Ohio }
William Williams } Indictment for Assault & Battery }

Now comes the prosecuting Attorney on behalf of the state of Ohio, and the defendant William Williams being brought brought into open Court in the custody of the Sheriff and arraigned on said indictment, for plea thereto said he is guilty, whereupon the Court being fully advised in the premises and the said defendant William Williams being inquired of if he had anything to say why judgment should not be pronounced against him and having nothing to say. It is therefore adjudged by the Court that the defendant William Williams pay a fine of \$10.00 Ten Dollars and the costs of this prosecution taxed at \$ — and execution is hereby awarded for the same.

Thereupon Court adjourned until 9 O'clock tomorrow morning

Tuesday January 22nd 1895

Court convened at 9 O'clock in the morning pursuant to adjournment

Present Hon. John A Price Judge.

Burt - M^e Daniel } Entry.

6758

vs
Effe B M^e Daniel }

By agreement of parties this cause is continued to the next term.

Edward E Cole Atty for Plaintiff.

Kimball Hysell

Atty for Defendant

O.K.

John A Price Judge.

State of Ohio } Indictment for Burglary

912

vs
Charles Linnard et al } and Grand Larceny.

Now comes the Prosecuting Attorney on behalf of the state of Ohio; The Defendant ^{Charles Linnard} ~~being~~ ^{is} brought into Court in custody of the Sheriff; also the following named persons as jurors, to-wit: George Congill, John L. Green, James P. Carter, T. T. Kilbury, Jonas C. Cline, S. A. McKiel, B. J. Norris, J. E. Southard, Lemuel James, Uriah Cook, Charles Comertock, and L. W. Bolenbaugh, and were duly impaneled, and sworn, and the said jury having heard ^{the evidence} adduced, in part, said cause was continued until tomorrow morning at 8³⁰ O'clock

912

Appointment of Committee to Examine Com. Report 1895

Continuation Cost of bringing wit.

Court adjourned to Wednesday Jan. 23rd 1895

Wednesday January 23rd 1895- 8:30 O'Clock A.M.

Court met pursuant to adjournment:

Present:

Hon John A Price
Judge.

912 State of Ohio }
 vs } Indictment for Burglary and Grand Larceny.
 Charles Diuraud }
 et al }

This day came again the Prosecuting Attorney on behalf of the State of Ohio, the defendant ^{Charles Diuraud} coming into Court also the jury heretofore impaneled herein and the trial proceeded, and the said jury having heard the further evidence adduced, the hour of adjournment having arrived this case was continued until 8:30 O'Clock tomorrow morning.

Appointment of Committee to Examine Com. Report 1895

The following persons are hereby appointed as a committee to examine the annual report of the Commissioners of Union County Ohio, to-wit:

W. J. Hoopes Prosecuting Attorney.
 J. H. Kinkade Joseph Coffey D. S. Price.
 John A Price Judge.

Penitentiary Cost of bringing wit.

Marysville O. Jan. 24th 1895

Union County.

To Ohio Penitentiary, Dr.

Railroad and Carriage fare for 4 persons to and from Union County Ohio	\$12.80
Hotel expenses 4 days	8.25
Officers charges, 4 days @ \$2.25 per day	9.00
Total expenses	30.05

Received payment

E. Thomas & R. C. James
Officers in charge.

Approved, John A Price, Judge.

Court adjourned to Thursday Jan. 24th 1895

Thursday January 24th 1895 8³⁰ O'clock A.M.

Court met pursuant to adjournment
 Present Hon. John A. Rice
 Judge.

912 State of Ohio }
 vs } Indictment for Burglary
 Charles Duimance } and Grand Larceny
 et al }

This day again came the Prosecuting Attorney on behalf of the State of Ohio, The defendant ^{Charles Duimance} being in Court, also, the jury heretofore impaneled herein, and the trial proceeded and the said jury having heard the remaining testimony and the argument in fact, the hour of adjournment having arrived the cause was continued until 8³⁰ O'clock tomorrow morning.

6839 G. H. Temple }
 vs } Entry
 Lenora C Temple et al }

This day came the cause on to be heard and all the said parties still desiring that amicable partition be made of said premises according to and in conformity with the written agreement attached to the petition, and all the said parties being in person before the Court the said Lenora C Temple in her own behalf as widow and acting as guardian for Nathan M. Temple, Leonard S Temple, Ethan H Temple William H Temple and Naomi J Temple.

The Court find from the evidence that said Lenora C Temple is the legally appointed and duly qualified guardian of the person and estate of said Nathan M Temple, Leonard S Temple, Ethan H Temple, William H Temple and Naomi J Temple, and that she is vested with full power and authority as such guardian to act for her said wards.

The Court further finds from the evidence that it is just and equitable, and for the best interest of said wards that partition of said lands be made in conformity to said written agreement and all parties in open Court assenting and consenting thereto.

It is ordered by the Court that partition of said lands be made as follows: First that said widow have and hold as own for her dower the following portion of said premises to-wit being the tract first described in said petition, situated in the County of Union and state of Ohio,

Beginning at Rush Creek in the center of a road that extends through the lands of Joseph Temple from North to South, Thence North and with the center of said road to the center of the Essex and Byhalie gravel road, Thence west with the center of said road to the line of Jacob Temple land, Thence South and with said line to the center of said Creek, Thence East with the center of said Creek following the meanders thereof to the place of beginning, containing fifty acres more or less: but subject to a roadway 20 feet in width extending along the west-line of said land from said creek to the Essex and Byhalie gravel Road.

Second. It is further ordered that said Plaintiff G. H. Temple and John M Temple, Laura S Sparks, Allena S Martin and Lucy C Holmes have and hold in fee simple, but without division among them,

the following part and portion of said lands to-wit:
 Being the tract in the petition secondly described to-wit: situated in the
 County of Union and State of Ohio, Beginning in the center of Rush Creek
 and in the center of a road extending North and South through the lands
 of Joseph Temple deceased. Thence North with the center of said road to the center of
 the Essex and Byhalia gravel road, thence east with the center of said road to
 the corner of lands owned by Thos Parish, thence South and with the line of said
 Parish to the center of Rush Creek, thence west with the center of said creek to the
 place of beginning, containing 91 acres more or less, said lands to be held free of
 dower and free from any and all the other heirs of said Joseph Temple.

Third, It is further ordered adjudged and decreed by the Court, that said Nathan M Temple,
 Lemora C Temple, William H Temple & Naomi S Temple have and hold in fee simple
 free of dower, but without division among them, the third tract described in said
 petition to-wit: Situate in the County of Union and State of Ohio, Beginning in
 the center of Rush Creek, on line of lands owned by John E Harriman,
 thence South and with said line to the corner of lands formerly owned by
 Andrew Schmeltzer, and now owned by Harrison Langberry, thence East &
 with said line, to a line of land owned by Jacob Schmeltzer, thence North
 with said line to the center of Rush Creek, thence west and with the center of
 said Creek and its meanderings to the place of beginning, containing 100,
 acres more or less, and also a Roadway 25 feet in width along the west line of
 the dower lot of said Lemora C Temple, extending from the center of Rush Creek
 to the Essex and Byhalia Road, and that they hold said lands free of any and
 all claims of the other heirs of said Joseph Temple.

It is further ordered and decreed by the Court that all the Children &
 heirs of said Joseph Temple retain their interests to said dower lot, each
 one tenth part thereof but subject however to said dower of said Lemora
 C Temple.

It is further ordered by the Court that said written agreement of
 partition be recorded, with the proceedings in this case, and the Court approves
 and confirms the same as part of this decree, and that the fence
 mentioned be moved on said dower lot.

It is further adjudged and decreed by the Court that the cost of this pro-
 ceeding ~~including~~ a counsel fee of \$150⁰⁰ to Cameron Ed Cameron
 be paid by said parties as follows.

The said Lemora C Temple as widow shall pay $\frac{1}{5}$ thereof. The said
 Lemora C Temple a guardian of her said wards shall pay $\frac{2}{5}$ thereof
 to be charged equally to said wards. The remaining two fifths shall
 be paid by said Allene S Mattison John M Temple, Lucy C Holmes, N. H.
 Temple and Louisa J Sparks in equal part. Ed execution is awarded thereon.

Court adjourned to Friday January 25th 1895

Friday January 25th 1896 8³⁰ O'Clock A.M.

Court convened pursuant to adjournment.
Present - Hon. John A. Price
Judge.

6761

6840 }
vs }
Devi Stimmet et al } Entry

On motion of the Plaintiff, by his Attorney, and good cause given being being shown therefor, it is ordered that, on an undertaking being given in the sum of \$300⁰⁰ with sureties to the approval of the Clerk, an injunction be allowed to issue herein, enjoining the defendant Levi Stimmet and Lizzie Stimmet from cutting or injuring any growing timber upon the premises herein sought to be sold, and from taking from or damaging any building or fence thereon, and from committing or permitting any damage or waste whatever thereupon or connected therewith, until the further order of this Court.

John A. Price Judge.

912 }
vs }
Charles Liurance } Indictment for Burglary
and Grand Larceny

6841

This day came the Prosecuting Attorney on behalf of the State of Ohio, the defendant ^{Charles Liurance} being in Court, also came the jury heretofore impaneled herein, and the jury having heard the remaining argument, and Charge of the Court, retired to their room in charge of the Sheriff for deliberation - And now comes said jury into open Court with their verdict in writing signed by their foreman and say: We the jury in this case, being duly impaneled, sworn and affirmed to well and truly try and true deliverance make between the State of Ohio and the Prisoner at the Bar - Charles Liurance - do find that the Prisoner at the Bar - Charles Liurance - guilty in manner and form as he stands charged in the indictment, and we assess the value of the property stolen at - \$1,000

James P. Carter Foreman.

912 }
vs }
Charles Liurance et al } Indictment for Burglary and Grand Larceny.

This day came the Court and jury with: George Cowgill, John B. Kraus, James P. Carter, et al. Kilbury, Jonas C. Cline, A. H. McNeil, B. S. Norris, J. C. Southard, Samuel James, Uriah Cook, Charles Comstock, E. & E. W. Polingbaugh twelve good and lawful men of the said County, and Charles Liurance, and counsel, thereupon the evidence being closed, and the arguments of counsel to the Court and jury being heard, the Court charges the jury according to law, whereupon the jury retired under the charge of the Deputy Sheriff, and returned with the following verdict to wit: We the jury in this case being duly impaneled, sworn and affirmed to well and truly try and true deliverance make between the State of Ohio and the Prisoner at the Bar - Charles Liurance - do find that the Prisoner at the Bar - Charles Liurance - guilty in manner and form as he stands charged in the indictment, and we assess the value of the property stolen at \$1,000, which was read and read in open Court in the presence of the defendant Charles Liurance, and his counsel, thereupon the Court ordered the Sheriff to take the defendant Charles Liurance into custody, whereupon the counsel for defendant entered their motion for new trial which motion was set for hearing January 30th 1896, to which time this cause is continued.

6761 L.H. Kimball }
vs }
W.S. Davis. }

This day came the defendant W.S. Davis herein, and filed a transcript of the proceedings and judgment of James A. Moore a Justice of the Peace in and for Union County in a certain action between the above named parties, from which it appears that on the 23rd day of May 1894, a judgment was rendered by said Justice in favor of the plaintiff L.H. Kimball and against the defendant W.S. Davis for the sum of Forty four and $\frac{97}{100}$ and Seventeen and $\frac{3}{100}$ dollars costs of suit; from which judgment the said defendant appealed.

And it appearing to the Court that the Appellant has failed to deliver a transcript of the proceedings and judgment aforesaid to the Clerk of this Court, and cause his appeal to be docketed within the time required by law, and the said W.S. Davis now here existing to have judgment entered in this Court.

It is therefore considered by the Court that the said L.H. Kimball recover from the said W.S. Davis the said sum of Forty four and $\frac{97}{100}$ dollars the judgment, and Seventeen and $\frac{3}{100}$ dollars costs of said suit as aforesaid with interest from May 23rd 1894, together with his costs herein, in this Court expended, taxed at \$- and Execution is awarded therefor.

6841 Thomas P. Shields }
vs } Entif.
N. E. Liggitt et al }

Now comes the parties in this case and thereupon the Court appoint E.W. Porter guardian Ad Litem of the minor defendant H. Clifton Liggitt who thereupon filed his answer herein. Whereupon the Court having heard the evidence in the case, and being satisfied from the evidence that the allegations of the petition are true, do find for the plaintiff on the issues found and do therefore order and decree that the said defendants execute to plaintiff their quit claim deed whereby to plaintiff their interest in the premises described in the petition in ten days and in default of such conveyance that this decree shall operate as their full conveyance for such purpose and the plaintiff is hereby quieted in his possession and title therein, and the plaintiff is ordered to pay the costs of this proceeding.

Court adjourned to Saturday January 26th 1896.

Saturday January 26th 1896; 8³⁰ A.M.

Court-Courted pursuant to adjournment.

Present - Hon. John A. Rice

Judge.

6782 Richard Pond }
vs }
J. E. Smart Admin. }

Entry

The above case is settled and costs paid
no record.

6777 Mary Randall et al }
vs }
William Elliott Admin. et al }

Court of Common Pleas
Union County.

This day this cause came on for hearing on the petition of said William Elliott as Administrator of the Estate of James Mulvain deceased, filed in the Probate Court and filed in this Court under a former order herein, the answer and cross petition of Mary Randall herein filed, the answer and cross petition of Robinson & Piper herein filed, the answer and cross petition of the McCormie Harvesting Machine Company herein filed, the answer and cross petition of the Mansfield Buggy Company herein filed, the answer and cross petition of J. B. Southard herein filed, and the answer and cross petition of Ella H. Hariland herein filed, and the evidence and the same was argued by counsel and submitted to the Court.

On consideration whereof the Court do find the equities of the case to be with the said Mary Randall, and the Court do order that said Administrator out of the money in his hands amounting to \$ pay:

- 1st The costs of this action taxed at \$.
- 2nd To the defendant - Ella H. Hariland ^{the sum of} \$288⁰⁰ ^{plus 8%} from January 14th 1896.
- 3rd To the defendant - The McCormie Harvesting Machine Company the amount of the judgment amounting to \$.
- 4th To the defendant - The Mansfield Buggy Company the amount of the judgment amounting to \$.
- 5th To the defendant - J. B. Southard the amount of his judgment amounting to \$.
- 6th To the defendant - Robinson & Piper the amount of their judgment amounting to \$.

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Court adjourned to Monday January 28th 1895

Monday January 28th 1895. 2nd O'clock P.M.

Court Convened pursuant to adjournment
Present Hon John A Price
Judge

6357

6823
C. S. Chapman }
vs }
Ida Thomas }

Entry

This day came the parties and submitted this cause to the Court on the demurrer to the 2nd and 3rd defenses of the defendants answer, whereupon the Court being fully advised sustains said demurrer - whereupon the defendant asked and obtained leave of the Court to file an amended answer by Feby. 4th 1895 -
J. L. Cameron

6784
Lockey Davis }
vs }
Nathaniel Brooks et al }

Entry

This day came the parties and thereupon the plaintiff made a motion and showing for a continuance of this cause. Whereupon the Court being fully advised in the premises sustains said motion and showing at the plaintiffs costs. Whereupon this cause is continued and the Court consider and adjudge that the defendants recover of the plaintiff the costs of this term
J. L. Cameron

6580

6528
Dora Cox }
vs }
Prior Josephus Cox Jr }

Entry

This cause came on to be heard on the petition, the answer of the defendant, the plaintiffs reply thereto, and the evidence, and on consideration thereof, the Court find that the plaintiff, at the time of filing her petition, had been a resident of the state of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find that the defendant had been guilty of wilful absence from plaintiff through no fault on her part, for a continuous period of more than three years at the commencement of this suit, and that he has been guilty of gross neglect of duty in failing to provide for 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 Dora Cox and Prior Josephus Cox Jr be, and the same hereby is, dissolved, and both parties are released from the obligation of the same.

It is further ordered that the custody and care of said child, Leo Josephus Cox, be confided to the plaintiff, and while in her charge and under her control, all expense of keeping and maintaining said child, or for physicians, bills or otherwise shall be born by the plaintiff and no charge for the same shall be made by her against the defendant. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Two Hundred dollars in cash and the plaintiff pay costs. Jan. 28th 1895. Received Two Hundred dollars full of above judgment - J. F. Millar
Atty for Plt.

6357 Charles Johnson } Court of Common Pleas
 vs } Union County
 William M. Carlisle }

This day this cause came on for trial, and a jury being waived was submitted to the Court upon the pleadings, evidence and arguments of Counsel, on consideration whereof the Court do find that there is due from the defendant to the plaintiff upon the note set up in his petition in the sum of Six Hundred and eighty two & 5/100 Dollars, and the Court do find that there is due from the plaintiff to the defendant upon the judgment set up in their answer and Cross petition the sum of One Thousand Five Hundred and sixty six & 6/100 Dollars.

It is therefore considered and adjudged by the Court that the said sum of \$682⁵⁰ is found due said plaintiff, and the same hereby is allowed as a payment upon the said judgment of \$1666⁶⁰ so found due said defendant, and to that extent said judgment of said defendant is hereby paid and satisfied.

It is further adjudged by the Court that said defendant recover of said plaintiff their costs herein expended taxed at \$

6580 Andrew Hill et al } Court of Common Pleas
 vs } Union County Ohio.
 Kinsley Wood }

Now come the parties hereto and by their consent it is ordered that this cause be and the same is hereby referred to J. L. Cameron an Attorney at Law of this Court and who is hereby appointed referee herein with power to take and report the testimony in the cause in writing to the Court, and to state his conclusions upon the facts, and he shall require the witnesses to severally subscribe their testimony.

And said referee is ordered to so report the testimony, and his conclusions upon the same to this Court without unnecessary delay, and said report and conclusions shall have the effect of a special verdict of a jury in the case.

Court adjourned to Tuesday January 29th 1896

Tuesday January 29th 1896; 8³⁰ O'clock A.M.

Court convened pursuant to adjournment.
Present Hon. John A Price Judge.

6867 Samuel Kramer }
vs } Judgment- Entry.
C.H. Linnance }

This day came the plaintiff by his attorney; also came R. L. Woodburn 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 said plaintiff in the sum of Two Hundred and Forty one and $\frac{8}{100}$ 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 said sum of Two Hundred and forty one and $\frac{8}{100}$ dollars, together with his costs herein expended, taxed at \$ -

6812 Edward Brown } In the Court of Common Pleas
vs } Union County Ohio
Richard A Hall et al } Entry.

This day this cause came on to be heard by the Court upon the petition of the plaintiff, the demurrer of D. Gamwood and son, and the demurrer of Richard A Hall, to the second cause of action in plaintiff's petition, the answer and cross petition of Richard A Hall, the answer and cross petition of D. Gamwood and son, the answer and cross petition of John A Green, the answer of Gileas B Hall and Jerusha Hall to plaintiff's petition, the answer of Gileas Hall to cross petition of D. Gamwood and son, the reply of Jerusha Hall and Gileas Hall to answer of Richard A Hall, & the evidence, and in consideration whereof the Court finds

First - That said demurrers are not well taken and are overruled.
Second - That all of the defendants have been duly served with summons and that the defendants M. L. Johnson and Laura Johnson are in default for answer or demurrer, and that the allegations of the petition of plaintiff and answer of D. Gamwood & son and answer of and cross petition of John A Green are confessed by them to be true.

Third - That there is due the plaintiff, from the defendant Richard A Hall, Gileas B Hall and Jerusha Hall, in the proportion hereinafter set out, on the promising note and interest-Coupon note, set forth in the petition including the Attorneys fee asked for and with interest to the first day of this term to-wit; January 14th 1896;

the sum of Twelve hundred and sixteen and $\frac{23}{100}$ Dollars (\$1216²³/₁₀₀)

The Court further finds that in order to secure the payment of said note and Attorney fee, the defendants Richard A Hall and Jerusha Hall his wife executed and delivered to Joseph J Dickinson who sold and 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 112 of the records of

mortgages of Union County Ohio, and in Book 17, Page 438 of the Records of Mortgages of Logan County Ohio, and is a good, valid, and subsisting first lien except taxes, on the premises described in the petition, and that the conditions in said mortgage have been broken.

Fourth - The Court finds that there is due from the defendant Richard A Hall to the defendants J. Gamwood and Son, the sum of One Hundred and twenty nine $\frac{29}{100}$ Dollars (\$129.29) with interest from the first day of this term to-wit: January 14th 1896, and that said defendants have a valid and subsisting lien on the Thirty Eight and one half acres more or less belonging to Richard A Hall on account of the materials furnished and labor performed as set forth therein, by reason of the Mechanics lien described therein and recorded in Mechanics Lien Book N^o 7, Page 24, 25-Ed 26 of Union County Ohio, and that said J. Gamwood & Son are entitled to have the said lien enforced as against the 38 $\frac{1}{2}$ Acres of Richard A Hall, but not upon the lands of any of the other defendants.

Fifth - And the Court further finds from the evidence that the allegations in the Answer of Richard A Hall as to the agreement between him and his Co-defendants Jerusha Hall "that said defendants were to release to each other all their respective rights in each others land" are true, that under that contract they severally took possession of their respective portions of Real estate, in consideration whereof the Court finds that their several interests in each others land are equal and have been released to each other and in Equity neither has any right or interest in the lands of the other or any part thereof, and that neither of them is entitled to any of the proceeds arising from the sale of the other lands.

Sixth - The Court finds that the allegations in the Answer and Cross-petition of John A Green are true, that said Green purchased the lands described in his Answer and Cross-petition subject to said mortgage, but that he paid therefor a full price, that the equities of the case as against all, but plaintiff, are with him, and decrees that his lands so purchased be not ordered appraised, advertised, nor sold until all the other lands in said petition described be wholly exhausted.

Seventh - The Court further finds that Jerusha Hall and Gilea B Hall in their deeds, took their respective lands described in their respective answers subject to said mortgage of plaintiff, and that they agreed to pay their respective portions of the same, and as between Richard A Hall Jerusha Hall and Gilea B Hall the equities as to said mortgage are equal, Wherefore the Court orders and decrees that the amount hereof found due plaintiff, be paid by said last-named defendants in proportion to the present value of their respective lands, which amount the Court finds as follows:

Five Hundred and twenty nine $\frac{29}{100}$ (\$520 $\frac{29}{100}$) Dollars by Richard A Hall, Four Hundred and twenty five $\frac{69}{100}$ (\$425 $\frac{69}{100}$) Dollars by Jerusha Hall, and Two Hundred and Seventy five $\frac{25}{100}$ (\$275 $\frac{25}{100}$) Dollars by Gilea B Hall.

Eighth - The Court adjudges and decrees that the taxes assessed on the several tracts of land belonging to the three last-named defendants be paid out of the proceeds of each tract respectively.

It is therefore considered by the Court that the plaintiff recover from the defendant Richard A Hall the said sum of \$520.29, and his share of the costs which is $\frac{7}{80}$ of the entire costs, and recover from the defendant Jerusha Hall the said sum of \$425.69, and her share of the costs which is $\frac{63}{80}$ of the entire costs, and recover from the defendant Gilea B Hall

the said sum of \$27028 and her share of the costs which is $\frac{20}{100}$ of the entire costs, and that the defendants G. Gamwood & Son recover of the defendants Richard A Hall the sum of One hundred and twenty nine $\frac{5}{100}$ (\$129.06) Dollars, after the payment out of the proceeds of the sale of said 38 1/2 acres belonging to said Richard A Hall of his taxes, his share of the costs and the \$520.29 heretofore found due plaintiff, with interest from said first day of this term, and it is further ordered, adjudged and decreed, that unless defendants Richard A Hall, Jerusha Hall and Zileu B Hall, shall within three days pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff, herein the sums so found due herein as aforesaid with interest from the 14th day of January 1895, at 8 per cent on all but \$50⁰⁰ upon that and that unless said Richard A Hall shall pay to said G. Gamwood and Son the said sum of \$129.06 heretofore found due them with interest from January 14th 1895, the equity of redemption of Richard A Hall and Jerusha Hall and Zileu B Hall and each of them be foreclosed and said premises be sold in separate tracts 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 as above directed, and report his proceedings to this Court for further order.

Approved

Aikin & Southard
J. E. Griffith

912

912

6815

Court adjourned to Wednesday January 30th 1895

Wednesday January 30 1895 8:30 O'clock A.M.

912 The State of Ohio vs Charles Linnance et al } Court of Common Pleas, Union County Ohio.
Indictment for Burglary and Grand Larceny.

The defendant Charles Linnance herein being heretofore convicted of Burglary and grand Larceny as charged in the indictment was this day brought into Court in the Custody of the Sheriff and thereupon this Cause came on to be heard on said defendant's Charles Linnance's Motion to set aside the verdict of the jury and for a new trial which being heard by the Court was overruled to which ruling and decision of the Court in said Cause the defendant Charles Linnance by his Counsel then and there excepted and thereupon said defendant Charles Linnance was enjoined of if he Charles Linnance had any thing to say why judgment should not be pronounced against him and having nothing but what he had already said. It is therefore adjudged by the Court that the said defendant Charles Linnance be imprisoned and confined in the Penitentiary of this State and kept at hard labor but without any solitary confinement for the period of three years and six months and that he pay the costs of this prosecution for which execution is awarded. Fifty days is allowed the defendant from January 30 1895 to reduce his objections to writing.

912 State of Ohio vs Charles Linnance et al } Indictment for Burglary and Grand Larceny.

This day came on this case to be heard on the motion of the State to tax in the costs to be paid by the State of Ohio the amount paid by the County of Union for a copy of the Stenographer's record of the evidence at the first trial of this case whereupon the Court being satisfied that the expense of twenty eight dollars paid by the County for said copy of said evidence was necessary and proper in order to the trial of the said defendant at his second trial do order that said sum of twenty eight dollars be and the same is ordered to be taxed by the Clerk of this Court in the Cost Bill against the State.

6815 Conrad Decker vs William Kirk } Entry.

This day this cause came on to be heard upon the Motion of defendant to continue the case and the Court being fully advised in the premises orders this case to be continued and defendant to pay the costs of this term.

It is therefore considered ordered and adjudged that plaintiff recover of the defendant his costs herein expended for this present term of this Court taxed at \$ and this Case is continued to the next term of this Court.

Robinson & Woodburne, Atty. for Plaintiff

Wednesday January 30th 1895

6659 H. U. Dugley }
vs } Entry
Chas. Hill }

This cause came on for trial this 30th day of January 1895 and was continued by the showing of plaintiff and at his cost.

It is therefore adjudged that the defendant recover of the plaintiff the costs in this case of this term taxed at \$

Porter & Porter

6815 Conrad Decker }
vs } Entry
Wm Kirk }

This cause now coming on for hearing, on the motion of the defendant to continue this cause until the next term of this Court, the Court on consideration thereof, grants the same at defendants cost for this term.

912 State of Ohio }
vs } Indictment for Burglary
Charles Lincum et al } and Grand Larceny.

This day came the defendant John Cunningham and he John Cunningham being present in open Court this cause was by agreement continued until the next of the said Court. Whereupon the Court fixed the bond for his John Cunningham's appearance at the next term of said Court according to law at one thousand dollars, and ordered the Sheriff to take the defendant John Cunningham into custody until said bond was given which was accordingly done.

Cameron & Cameron
Ayers

Wednesday Jan. 30th 1895

6822 Belle Thompson }
vs } Entry.
McDonald Thompson et al }

This day came the parties by their attorneys and this case came on to be heard upon the pleadings of the parties and the evidence. On consideration whereof the Court being fully advised in the premises finds that the defendant Mc Donald has been guilty of extreme cruelty as charged in the said petition: The Court further finds that the plaintiff has been a resident of the state of Ohio for more than one year previous to the filing of her petition, and that at the time of filing the same she was a bona fide resident of the said County of Union. And that the parties were married as stated in said petition.

The Court finds that by reason of extreme cruelty of the said defendant, Mc Donald Thompson, the plaintiff is entitled to be divorced from him as prayed for in her petition.

It is therefore ordered adjudged and decreed by the Court that the marriage relations heretofore existing between the said parties be and the same is hereby set aside and wholly annulled and both parties released from the obligation of the same.

Coming now to the matter of Alimony the Court finds that at the time of filing the petition in this case the defendant was the owner of all that part of lot Numbered Seven (7) in the Village of Milford Centin in the said County of Union and State of Ohio as is described in a deed from George Mitchell to Mc Donald Thompson and recorded in Book No. 67 on Page 116 of the records of deeds of said County, except that portion of said lot which lies on the south side of Centin Street, and which was conveyed by said Mc Donald Thompson to James V. Simley.

The Court also finds that the said Mc Donald Thompson is still the owner of the above described premises, it being the same where the plaintiff now lives, resides.

The Court also finds that the said Mc Donald Thompson is the owner of the undivided half plot No. 34 in said village, and also the owner of the undivided half of a vacant lot 21 feet front in said village, adjoining the property of Flakterly.

The Court finds that the said Mc Donald Thompson is also the owner of the one half interest in certain hardware accounts, wares and stock of goods now in the hands of H. J. Rigdon as receiver of this Court; also that the said Mc Donald Thompson is the owner of certain household goods and effects, including beds, Carpets, furniture, ^{Piano} and general household goods now in the house on said lot No. 7 where the plaintiff lives.

It is ordered by the Court that the plaintiff as part of her reasonable Alimony have and hold the said house and lot No. 7 herein described to be held by her in fee simple, and the same is discharged of all claims of dower by said Mc Donald Thompson.

And the Court further orders and decrees that the plaintiff have and hold in her own right all the household goods beds, bedding, dishes, Carpets, Cooking and other utensils now in said dwelling house as, and for part of her reasonable Alimony.

It is further ordered and decreed that the plaintiff have the sum of Eight Hundred & Fifty Dollars paid to her as and for her own

Wednesday January 30th 1896

Alimony to be paid one third in thirty days from this date; one third in six months and one third in one year; the two last payments to bear interest at six per cent from this date. In order to secure the payment of said money it is hereby made a charge on all the real and personal estate of the said McDonald Thompson, and it is ordered that if said money is not paid as it becomes due that the said receiver proceed to convert the said personal property into money and apply the same to such payment. But if the said McDonald Thompson shall pay said money, or secure the same to the satisfaction of the said plaintiff, and pay the costs of this proceeding, then said receiver shall turn over the property in his hands to the said McDonald Thompson.

It is further decreed that the costs of this proceeding be paid by the said McDonald Thompson or by said receiver out of his property.
Porter & Porter

6842 Anna M Durst }
vs } Court of Common Pleas
Edwin B Durst } Union County ss

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 Edwin B Durst in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by Edwin B Durst to be true. The Court also find, that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceeding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

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

It is further ordered and adjudged by the Court that the marriage contract heretofore existing between the said Anna M Durst and Edwin B Durst be, and the same hereby is, dissolved, & both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said minor children of the parties hereto be, until further ordered, confided to the said Anna M Durst exclusively, and the Edwin B Durst is hereby enjoined from interfering in any manner with either of said children, or with the Anna M Durst in her custody of them, and from visiting said children until further order of Court.
H. V. Spicer
Atty. for plaintiff.

Wednesday January 30th 1895

6734 Charles E. Heyde }
 By next friend } Court of Common Pleas
 vs } Union County ss:
 W. Shannon Davis }

On motion of the defendant, and upon his showing this cause is continued for the term and at the costs of the defendant.

It is therefore ordered that the plaintiff recover of the defendant his costs as herein stated expended and taxed at \$

Ayers.

6735 Clay Hawley }
 By next friend } Court of Common Pleas
 vs } Union County ss:
 W. Shannon Davis }

On motion of the defendant, and upon his showing this cause is continued for the term, and at the costs of the defendant.

It is therefore ordered that the plaintiff recover of the defendant his costs as herein stated expended and taxed \$

D. W. Ayers.

6838 Dora E. Wood } Court of Common Pleas, Union County ss:
 vs }
 Francis Wood } Entry.

Now comes the plaintiff herein, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true.

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, 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 for over two years, and by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Dora E. Wood, and Francis Wood, be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the petitioner be, and she hereby is, restored to her maiden name of Dora E. Lolliff.

It is further considered by the Court that the said plaintiff pay the costs of this proceeding.

Wednesday January 30th 1895

In the Court of Common Pleas, Union County Ohio:

6837 Samantha E Blake }
vs }
Layton R Blake } Entry.

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence, on consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of Union County Ohio, and that the parties hereto were married as in the petition set forth.

The Court find that the defendant has been guilty of gross neglect of duty and has been willfully absent from the plaintiff for more than three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Samantha E Blake and Layton R. Blake be, and the same hereby is, dissolved, and both parties are released from the obligations of the same; and it is further ordered by the Court that the plaintiff be restored to her maiden name of Samantha E. Mitchell, and the plaintiff shall pay the costs of this action.

6772 Mary Self } Court of Common Pleas.
vs }
R. D. Self } Union County ss:

This cause came on for hearing, and after hearing evidence of witnesses, the Court find granted a divorce to plaintiff this 30th day of January 1895.

Court adjourned to Thursday Jan. 31st 1895

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Thursday January 31st 1890 8³⁰ O'clock A.M.

Court - ^{was} adjourned pursuant to adjournment.
Present Hon. John A. Priel, Judge.

6684

6818 Henry Ebert - } Court of Common Pleas, Union County ss:
vs
Nellie Ebert - } Entry.

This day this cause came on for hearing on the petition and the evidence, and the Court find that the defendant was duly served with summons and copy of the petition, and having failed to appear is in default for answer and demurrer to said petition, and the Court find on the evidence 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 having a former husband living at the time of her marriage, and of adultery, and that by reason thereof the plaintiff is entitled to divorce as prayed for.

6834

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Henry Ebert and Nellie Ebert be, and the same hereby is, dissolved, and both parties are released from the obligation of the same.

It is further considered that the plaintiff pay the costs of this proceedings, and execution is awarded.

6803 Philip Snider } Court of Common Pleas
vs } Union County ss:
Geo. Wilber dial }

Now comes the Plaintiff and dismisses this action without prejudice -

Kinkadee

6589 The State of Ohio }
vs } Court of Common Pleas
Anna Cramer } Union County ss:
Robert Purdum }

This day this cause was continued to the next term of this Court.

Robinson & Woodburn Atty's for Anna Cramer

6764

Thursday January 31st 1895.

6684

Springfield Breweries, Limited } Court of Common Pleas
 vs } Union County ss:
 John J. Finley }

This 31st day of January 1895, this cause came on for trial as duly set and the plaintiff failing to appear by agent or attorney, and it being made to appear to the Court that plaintiff had due and actual notice of the date set for said trial, and had proposed to defendant's attorney to accept \$9.00 nine dollars, the amount for which defendant offered to confer judgment at the bringing of this action, in full settlement hereof, and to dismiss this action: and that said amount had been duly forwarded to plaintiff, and thereupon the Court find for the defendant.

It is therefore considered by the Court that the defendant go hence without day and recover from plaintiff his costs herein expended taxed at \$68.47.

6684

Clara E Wood } Court of Common Pleas
 vs } Union County ss:
 Robert E Wood }

This day this cause came on for hearing and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find that he is in default for answer and demurrer to said petition, and the Court find from the evidence 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 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 Clara E Wood and Robert E Wood be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the petitioner be, and she hereby is restored to her maiden name of Clara E Wilson.

It is further considered by the Court that the said plaintiff recover her costs herein expended from said defendant, taxed to \$4.25.

6767

Emma C. Haines } Court of Common Pleas, Union County, Ohio.
 vs }
 Oscar Haines }

This day this cause came on for hearing and the defendant being in default for answer and demurrer and the Court after hearing the evidence and arguments of the counsel do find for the plaintiff as follows, 1st That the plaintiff and defendant were married some four or five years ago as stated in her petition and that said cause of action accrued in Union County, Ohio. 2nd That due notice of the pendency of this petition had been given the defendant by publication. 3rd That said defendant has been guilty of neglect of duty as charged in this petition. It is therefore ordered and adjudged by the Court that plaintiff be divorced from the defendant both parties being released thereby and that the plaintiff be restored to her maiden name of Emma C. Miller and that she recover her costs herein expended taxed at \$

Thursday January 31st 1895

6868

The People Bank
of Marysville Ohio }
vs }
Henry L. Green et al }
Court of Common Pleas
Union County ss:

This day came the plaintiffs by their Attorney; also came W. T. Hoopes, 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 said plaintiff, confessed that the said defendants are justly indebted to the ^{plaintiff} in the sum of One hundred and fifty four \$⁰⁰/₁₀₀ dollars, and also released and waived all exceptions, errors and right of appeal herein.

It is therefore considered by the Court that the said plaintiff recover from said defendants the said sum of One hundred & fifty four \$⁰⁰/₁₀₀ Dollars together with their costs herein expended, taxed at \$²⁵/₁₀₀.

6794

Mary Wright }
vs }
U. C. Wright }
Court of Common Pleas
Union County ss:

This day came the plaintiff and the defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. 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 obligation of the same. It is further ordered that the custody, care and education and control of the said children of the parties be and is confided to the said Mary Wright exclusively, and that the plaintiff pay the costs of this prosecution.

Court adjourned to Monday Feb. 4th 1895

Mo
6781

Monday February 4th 1895, 2nd o'clock P.M.

Court convened pursuant to adjournment.
Present - Hon John A Price
Judge.

6781 C. C. Gleason Sons } Court of Common Pleas
vs } Union County ss:
William Woodward et al }

This day this case came on to be heard upon the motion of defendants filed herein on the 4th day of February 1895, and was argued by counsel and submitted to the Court on consideration the Court overruled said motion, to which ruling and decision of the Court the defendant excepted.

Porter & Porter

L. Rippon Atty for Defd.

The State of Ohio } Court of Common Pleas
vs } Union County ss:
Fredrick Rausch }

This day the Court do allow John M Brodrick the sum of Fifty Dollars as attorney fee under his appointment heretofore made herein, to assist the prosecuting attorney in the prosecution of said defendant.

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Monday February 7th 1895

February 4th 1895

Joseph Graham } Court of Common Pleas
vs } Union County ss.
B. F. Carpenter & Sons }

This day Ulysses Carpenter one of the defendants herein, and by leave of Court first had, files his answer in this case, and cause continued.

6757

6874 Rosa A Mathews } Court of Common Pleas
vs } Union County
William Bell et al }

This day this cause came on to be heard upon plaintiffs Petition and the answer and cross petition of the defendant - The Home Savings Building and Loan Company of Kenton Ohio, and the Court being fully advised finds that said defendants William Bell and Sarah A Bell have each entered their appearance herein and are in default for answer or demurrer, the Court further finds from the evidence that the allegations of plaintiffs petition and that of the answer and cross petition of the defendant The Home Savings Building and Loan Company of Kenton Ohio, are each true and that there is now due to the plaintiff from the defendant William Bell upon the note set out in the petition the sum of Four Hundred & Twenty Eight ⁹⁵/₁₀₀ Dollars and to said The Home Savings Building & Loan Company the sum of \$

6870

The Court further finds that the defendants William Bell & Sarah A Bell his wife executed and delivered to said Andrew Burnsides the Mortgage in the petition described, who on the 22 day of November 1892 assigned and transferred the same together with said note to the plaintiff who is now the legal holder thereof, that said mortgage was duly recorded in Vol. 26 on page 277 of Mortgage Records of Union County and in Vol. 36 on page 168 of the Mortgage Records of Wayne County and is the next line to that of said Building and Loan Co. upon the real estate in the petition described.

The Court further find that the conditions of defeasance in said mortgage have been broken. It is therefore considered and decreed that unless said defendants shall within five days from the entry hereof pay or cause to be paid to the Clerk of this Court the said sum due to plaintiff with interest at the rate of Eight per Cent from this date and also said sum found due to said defendant - The Home Savings Building and Loan Company of Kenton Ohio, as aforesaid, together with the costs the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

6737

6732

Court adjourned to Tuesday Feb. 6th 1895

Tuesday February 5th 1895, 8³⁰ O'clock A.M.

Court convened pursuant to adjournment
Present Hon. John A. Price
Judge.

6754 David Coulter } Court of Common Pleas
vs } Union County ss:
Sarah M Brown et al }

This day this cause came on to be heard upon the Demurrer of the defendant vs Plaintiffs Petition and the Court being fully advised in the premises find for the Plaintiff and overrule said demurrer. The said demurrer is thereupon overruled and this case continued. Leave granted to answer in thirty days
Robinson & Woodburn

6870 E.W. Postler } Court of Common Pleas
vs } Union County ss:
Rev. Willard et al }

This day came the Plaintiff by Postler & Postler Attorneys, and thereupon came Building & Thompson 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 sworn, 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 ~~from~~ said plaintiff, as is alleged in said plaintiffs petition, the sum of \$175⁰⁰.

It is therefore considered that said plaintiff do recover of said defendant the said sum of \$175⁰⁰ or as aforesaid confessed to be due, together with costs of said herein, to be taxed and with interest to be computed at the rate of Eight per centum per annum payable annually.

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

6737 Charles E Hyde by his } Court of Common Pleas
next friend Nancy H Hyde } Union County ss:
vs }
W. Shannon Davis }

The above case being heard upon motion to set the Entry made at the last September term of this Court, requiring the plaintiff to give security for costs. On consideration of same do sustain said motion and set aside said motion.

6735 Clay Hawley et al } Court of Common Pleas
vs } Union County ss:
W. Shannon Davis }

The above case being heard upon the motion to set aside the Entry made at the last September term of this Court, requiring the plaintiff to give security for costs. On consideration of same, do sustain said motion and set aside said Entry.

Tuesday Feb. 5th 1895

668 1/2 Ben Rogers } Court of Common Pleas
 vs } Union County ss:
 John W. Moffitt }

This day this cause came on to be heard on the motion of the defendant to dismiss same, and the Court being fully advised sustains said motion and it is ordered and adjudged by the Court that the plaintiff herein pay the costs taxed at \$-

6826

668 1/2 Ben Rogers } Court of Common Pleas
 vs } Union County ss:
 John W. Moffitt }

Now comes the defendant and moves the Court to dismiss this case for want of prosecution

W. J. Hoopes

Atty for Deflt.

668-1

6811 Augustus Scott } Court of Common Pleas
 vs } Union County ss:
 Winfield S. Winters et al }

On motion of the defendant-plaintiff, and on his producing the returns of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

6380

And it is further ordered that the said Sheriff convey to the purchaser Augustus Scott, 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.

And the Court coming now to distribute the proceeds of said sale amounting to \$1072⁰⁰, 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 \$-28⁰⁰.

Secondly- The costs of this action, taxed at \$-35⁹⁷.

Thirdly- To the plaintiff, Augustus Scott, the balance of the said money remaining in his hands, to-wit, the sum of \$1007²⁴ to be applied as a credit upon the judgment against the said defendant Winfield S. Winters. And there still remaining due to the said Augustus Scott the sum of \$ execution is awarded against the said Winfield S. Winters therefor.

Tuesday Feb. 6th 1895

6826 George Beecher } Court of Common Pleas
 vs } Union County ss:
 Edward Morgan }

On motion of the defendant, and due consideration thereof had, it is ordered that the attachment in this action be, and the same hereby is, discharged, and the Sheriff ordered to restore to the defendant the property taken under said attachment, and to this order the plaintiff, by his Counsel excepted; and the Court allow ten days, in which said plaintiff may file his petition in error.

6881 In Re Estate } Court of Common Pleas
 of } Union County ss:
 Samuel E Taylor }
 Deceased }

This cause coming on this day to be heard, the death of Cynthia A Taylor and the appointment of Thomas M. Brannan appeared in Court as administrator of her estate was suggested, said Thomas M. Brannan appeared in Court and, as such administrator, was substituted a plaintiff herein, and upon agreement the case was dismissed at plaintiff's costs, and remanded to the Probate Court.

6380 Earnest L Atkinson } Court of Common Pleas
 vs } Union County ss:
 Albert Southard 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 can not be divided by suits and bonds without manifest injury to the value thereof, and that said commissioners have assigned dower thereof in a special manner to Sylvester Atkinson, to the annual sum of thirty three dollars and thirty three cents, as the one third of the rents and profits of said premises, and have made and returned their appraisement of said premises, subject to the dower of the said Sylvester Atkinson in the sum of \$1035⁰⁰ 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.

It is therefore considered and decreed that said Sylvester Atkinson stand endowed as of the rents issuing and profits of the said premises in the annual sum of thirty three dollars and thirty three cents; and the said premises are hereby charged with the payment of the same on the first day of April of each and every year of his natural life.

And it appearing to the Court that the said Earnest L Atkinson has elected to take the said premises at their appraised value, the same, subject to the said dower charge of the said Sylvester Atkinson on upon payment by the said Earnest L Atkinson of said sum of \$1035⁰⁰ hereby adjudged to him accordingly, and the Sheriff is ordered to convey said premises to him by deed in fee simple.

over

Feb. 5th 1895

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

First- to the Treasurer of ^{Union} ~~Said~~ County Ohio the sum of \$33⁰⁰ 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 \$65⁰⁰ to J. L. Cameron Ed Peter M Keller for their services herein taxed at \$154⁸⁸ and cause passed for further distribution. Roberson & Woodburn

6844 William Kightlinger } Court of Common Pleas
vs } Union County
Ashley Kightlinger et al }

This day came the defendants & asked and obtained leave of the Court to file answer herein within thirty days from the rising of the Court and this cause is continued.

6799 Edwin R. Hotampillan } Court of Common Pleas
vs } Union County Ohio.
Thomas J. Kisser }

On motion and good cause shown by the defendant the cause was continued until next term of Court and leave granted to defendant to file an amended answer, and 30 days given.

6826 George Beecher } Court of Common Pleas
vs } Union County Ohio.
Edward Morgan }

By leave of the Court the defendant was given 15 days to file an answer to plaintiffs petition

912 The State of Ohio } Court of Common Pleas
vs } Union County Ohio.
Charles Lawrence et al } Indictment for Burglary and Grand Larceny

This day came the Prosecuting Attorney on behalf of the State of Ohio and one of the defendants Charles R. Sherwood being brought into Court in the custody of the Sheriff. By agreement this cause as to said Sherwood is continued to the next term of this Court, and the said Charles R. Sherwood is remanded to the custody and safe keeping of the said Sheriff.

William J. Hoopes Pros. Atty
of Union County Ohio.

Court adjourned to Wednesday Feb. 6th 1895

Wednesday February 6th 1895. at 8³⁰ O'clock A.M.

Court convened pursuant to adjournment
Present Hon. John A. Price
Judge.

Certificate for pay -
Sheriff's Office Union County, Ohio.

Marysville Ohio Feb. 6th 1895.

To Hon. John A. Price, Judge.
A.D. 1895, Union Common Pleas } The Court charges for the January Term
A.D. 1895, Union Common Pleas, are due for services rendered and are as
follows:

Union County, Ohio.

To Wm. H. Snodgrass, Sheriff, do.

To serving Grand Jury Venire	\$ 4 00
To serving Petit Jury Venire	\$ 4 00
To serving Grand Jury witnesses	\$ 1 40
To making 14 Copies Grand Jury witnesses	\$ 1 40
To 250 miles travel, Grand Jury witnesses	\$ 20 00
To Joseph Lawrence Court Bailiff	\$ 32 00
To Jesse Pearce Deputy	\$ 32 00
To Calling 14 witnesses	70
Total	\$ 95 00

I hereby certify the above bill to be correct.

Wm. H. Snodgrass, Sheriff of
Union County, Ohio.

To the Clerk of Courts, Union County, Ohio.

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 R. Taylor Admr. } Court of Common Pleas.
vs } Union County ss:

Levi B. Holt et al }

Leave was granted the defendant to file reply
in ten days
Ayers.
Colo.

H. A. Rodebaugh et al } Court of Common Pleas
vs } Union County ss:

C. R. Cornell et al }

Feb. 6th 1895; This day this cause came on to
be heard on the motion of the defendants, by their counsel, to quash the service in this case
and the Court finding upon the pleadings and proof that Charles R. Cornell, W. B.
Cornell and John M. Doane were at the time of said service residence of Columbus,
Franklin Co. Ohio, and that John M. Cornell was a resident of Warren, Trumbull Co. Ohio,
and that at the time of pretended service of summons in said case were in the village of
Marysville, Union Co. Ohio, for the purpose of answering a criminal charge of riot and for no
other purpose whatsoever and that the summons was served upon said defendants while
under trial for said charge, and further finding that the only service upon the Ohio Kelp Institute
Company was served upon Charles R. Cornell as manager of said Company and that said Charles R.
Cornell was the same as was sued as an individual in said cause and was here only for the purpose
of answering the charge aforesaid; therefore the Court orders that the service of summons in said case
be quashed and be null and void - Cameron & Cameron - Robinson & Woodburn -

Feb. 6th 1895

6300

E. L. Atkinson } Court of Common Pleas
vs } Union County.
Albert Southard }

This cause coming on for further and final distribution the Court find that the balance left for distribution after paying taxes and costs amounts to the sum of \$847.60 That the mortgage of James Cook and wife set up in the cross petition of John P. Whitthill is a valid lien upon the interest of said Clemelia Cook and James Cook in said lands and that the amount due said John P. Whitthill thereon is \$123.50. That by reason of said mortgage indebtedness said James Cook is not entitled to any of the proceeds of said land in line of his dower.

The Court orders distribution of said sum of \$847.60 as follows:
To Albert Southard \$278.56
To Alwilda Whitthill \$278.56
To John P. Whitthill (mortgage) \$123.50
To Archabald Cook \$31.01
To Edna E. Cook \$31.01
To Adalena B. Cook \$31.01
To William Cook \$31.01
To the unnamed infant child of Clemelia Cook \$31.01
To Earnest S. Atkinson \$11.90

6699

6742

6698

6700

6623

Clinton D. Coe } Court of Common Pleas
vs } Union County.
Philip S. Coe }

This day the plaintiff gave notice of his intention to appeal this cause to the Circuit Court. Thereupon the Court allowed said appeal and fix the amount of the appeal bond at \$100.00

6738

6832

6800

B. F. Carmine } Court of Common Pleas
vs } Union County.
Lester Clark }

This day this cause came on to be heard upon the demurrer of the defendant to the reply of the plaintiff, and was argued by counsel.

In consideration whereof the Court sustains said demurrer, and gave to plaintiff 10 days to file an amended answer.

Clinton D. Coe } Entry -

6623

vs } This day this cause came on to be heard and was submitted to the Court
Philip S. Coe } upon the pleadings and evidence so far as the reformation of the contract was
in issue - and the Court being fully advised in the premises finds for the defendant and against the plaintiff on said issue: finds that the written paper set up by plaintiff in his petition purporting to be the written contract between said parties by the mutual mistake of said parties failed to express the terms of said contract and ought to be set aside by the order of the Court reformed as claimed by defendant in his answer it should be and made to conform to the contract as it should have been and was intended by said parties to have been made. Thereupon plaintiff gave notice of his intention to appeal this cause to the Circuit Court and the Court fixed the amount of the appeal bond at \$100.00.

6774

Court adjourned to Monday March 11th 1895 at 2^o O'clock P. M.

Feb 11 1895-

6699 Annis Beane }
vs } Entry
James Cooley }

Now comes the Plaintiff in this case and pays the costs and dismisses the case

6742 Louisa V Wiley }
vs } Entry
James Cooley }

Now comes the Plaintiff in this case and pays the costs and dismisses the case.

6698 Van m Pendleton }
vs } Entry-
James Cooley }

This case dismissed and cost-paid by Plaintiff.

6700 Rachel Gooden }
vs } Entry
James Cooley }

This case dismissed and cost-paid by Plaintiff.

6738 John Hinton }
vs } Entry-
James Cooley }

Cause dismissed and Cost-paid by plaintiff.

6832 C. S. Chapman }
vs } Entry
Ida Thomas }

Settled and Cost-paid - No Record
Caution.

6774 Catharine Weber } February 5th 1895.
vs } Entry- Court of Common Pleas
Christian W. Weber } Union County Ohio.

This day came the parties by their attorneys and this cause came on to be heard upon the pleadings of the parties and the evidence and was argued by counsel and submitted to the Court.

On consideration whereof, the Court being fully advised in the premises finds that the plaintiff at the time of filing her petition was a bona fide resident of the said County of Union, and that she had been a resident of the state of Ohio for more than the year previous thereto.

The Court finds that the said parties were married at the time stated in the petition and that the children therein mentioned were born to them as stated by the plaintiff.

The Court further finds that the defendant has been guilty of habitual drunkenness and extreme cruelty as charged in the said petition and that by reason thereof the plaintiff is entitled to be divorced from him.

over

March 11th 1895

The Court further finds that the defendant is the owner of the real estate mentioned in the petition and more particularly described as follows:

First: Being part of In Lot No. 50 in the Village of Mansville in the said County of Union Ohio, and lying between lands lately owned by James B. Whelpley on the south and lands owned by Samuel McCampbell on the North, and fronting Nineteen and one half feet on main street and extending back to an alley being the same property conveyed to William Weber by a deed recorded in Book No. 36 on page 445 & 446 of the records of deeds for said County of Union.

Second: Being part of In Lot No. 53 in said Village and beginning at a stake in the south margin of Center Street 40 feet west of the Northeast corner of said lot; thence west with the south margin of Center Street twenty feet; thence south parallel with Center Street to the south margin of said lot; thence east with the south line of said lot to the beginning; being the same premises described in a deed recorded in Book No. 48 on page 81 of said records of deeds for Union County.

Third: Situate in the County of Union and State of Ohio, and being all of lots Nos. 5-7 & 9 of Charles Erbs addition to the said Village of Mansville, as shown on the plat of said addition recorded in plat Book No. one on page 108 of the records of plats of said County of Union.

The Court further finds that said defendant is the owner of the greater part of the household property in the dwelling house now occupied by the parties and which dwelling is owned by plaintiff.

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 wholly annulled, and both parties released from the obligations of the same.

It is further adjudged and decreed that the custody care and guardianship of the child Ella be and the same is confided to the plaintiff.

It is further ordered and decreed by the Court that the plaintiff have and possess in her own right as part of her alimony all the household goods and effects owned by the defendant and now in the said dwelling house (except one bed and bedding for the same, three chairs, a lounge and such books as the defendant may select).

It is also adjudged that the plaintiff as the guardian of said child Ella have the piano in said house to be kept by her for said Ella.

It is further ordered by the Court that the defendant remove his said bed, bedding, chairs and books from the plaintiffs dwelling within one week from this date, and that thereafter he shall not have the right to enter the plaintiffs premises without her consent.

It is further ordered and decreed by the Court that the defendant pay the plaintiff the sum of twenty five dollars on the first day of each and every month thereafter during the natural life of the

March 11th 1895

defendant, or until the further order of the Court; and the same is hereby made a charge upon all the real estate described in this decree and shall be the first and best lien upon the same, and all said real estate shall stand charged therewith - and in default of execution is awarded therefore

Until further ordered said payment shall be made to the Farmers Bank in Marysville for the said plaintiff.

It is ordered by the Court that the costs of this proceeding be paid by the defendant and in default thereof execution is awarded therefor as upon judgment at Law.

The Court reserves the right to make further order and decree as to alimony and it is ordered that the case be retained in Court for that purpose but it shall be left of the docket but may be re-instated and brought on at any time on motion of either party.

The defendant shall have the right and privilege of visiting and seeing the child Ella not more than once a month until the further order of Court.

Approved -
John A. Orice, Judge.

Marysville Ohio March 6th 1895.

State of Ohio } Court of Common Pleas.
Union County ss. } "Order for drawing Jury"

It is ordered that the Clerk of this said Court shall between the hours of Ten O'clock in the forenoon and Twelve O'clock noon, on the first Monday previous to the sitting of the Court of Common Pleas in said County to wit:

On the 11th day of March A.D. 1895, in the presence of the Sheriff proceed in accordance with the Law in such cases made and provided to draw from the Jury Wheel fifteen names of persons to serve as Grand Jurors and twenty names of persons to serve as Petit Jurors and shall forthwith issue Writs for the said Jurors so drawn to be and appear before said Court on the first day of the term thereof to wit: on the 8th day of April A.D. 1895 at Ten O'clock in the forenoon of said day.

John A. Orice
Judge of Court of Common Pleas

Joseph Morse } Court of Common Pleas
vs } Union County Ohio.
Wm H. Cunningham } Motion.

6816

Now comes Joseph Morse the plaintiff herein and moves the Court for an order to correct a mistake in computation of the amount found due herein of \$153.94 as shown on Journal Vol 17 - page 122 of the September term of this Court, and that the records be corrected to show the true amount of \$157.86, which sum is the true amount of the plaintiffs judgment in this case against the said defendant.

Monday March 11th 2^o O'clock P.M.

Court Convened pursuant to adjournment
Present Hon. J. A. Price
Judge.

6865 Morris W. Hill }
vs } Entry
Elizabeth Dugan et al }

This day this cause came on to be heard on the motion of the Otterbein University to be made parties hereto and for leave to file cross petition and thereupon the said Otterbein University is made a party Defendant hereto and thereupon the said University enter their appearance and leave is granted to the same to file cross petition within thirty days.

6824 Missouri M. Chance } Court of Common Pleas.
vs } Entry
O. M. Scott & Bros }

The appellant Missouri M. Chance having failed to change and renew her appeal undertaking according to the former order of this Court on motion of the said O. M. Scott & Bros the appeal taken by the plaintiff in this case is hereby dismissed at her costs. It is therefore considered that the defendant's recovery of the plaintiff their costs on this appeal taxed at \$
And it is further ordered that the same be certified to the Justice having charge of the docket ordering the record of said case to carry into execution the costs herein made, as well as the costs made before the Justice of the peace.

6849 Henry Moodie Admr } Court of Common Pleas
vs } Union County Ohio.
Samuel A. Hudson et al }

This cause came on to be heard on motion of Defendant for leave to file answer and leave given for 30 days to file answer - W. J. Hoopes.

6796 The Champion Cash } Court of Common Pleas
Register Company } Union County Ohio.
vs }
E. Kohn }

This day this cause came up to be heard on motion of plaintiff for leave to file petition, and the Court being advised grants leave for twenty days to file petition.
W. J. Hoopes Atty for P'ty-

6858

6889

March 11th 1895

Certificate for Pay.

Sheriff's Office, Union County, Ohio.

Manassville Ohio, March 12th 1895.

To Hon John A Price Judge.

The Court charges for the January term A. D. 1895, Union County Common Pleas, are due for services rendered and are as follows:

Union County Ohio -

To Wm G Snodgrass, Sheriff Do.

To Joseph Lawrence Court Bailiff \$4⁰⁰

" Jesse Pease " \$4⁰⁰

Total - - - - \$8⁰⁰

I hereby certify the above bill to be correct.

Wm G Snodgrass Sheriff of Union County, Ohio.

To the Clerk of Courts 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.

6888 Michigan Mutual Life Ins Co }
vs Henry M Warner }

Entry

On motion this day made The Defendant Henry M Warner, was granted twenty days in which to answer herein - March 12th 1895.

6889 Rufus Andrews } Court of Common Pleas
vs } Union County, Ohio.
Taylor Westmiller et al }

This day came the plaintiff by Howard C Black his Attorney, and filed his Petition against said Defendants and thereupon J. L. Cameron 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 of service of process, entered the appearance of said Defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as he had in his petition alleged by virtue of said warrant of Attorney, confessed that there was due from said Defendants to said Plaintiff on said indebtedness, the sum of One Hundred and twenty \$⁰⁰/₁₀₀ Dollars herein interest at 8 per cent. 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 Rufus Andrews Plaintiff do recover of said Taylor Westmiller and J. L. Freisyll Defendants the sum of One Hundred and twenty \$⁰⁰/₁₀₀ Dollars or confessed, as aforesaid, with interest from March 11th 1895 at 8 per cent. per annum, and also costs in his behalf expended taxed at \$ and by virtue of said Warrant of Attorney all errors in this action, judgment and proceedings, and all proceedings, petitions and writs of error thereon, are by said Defendant waived and released.

March 11th 1895In the Court of Common Pleas
Union County, Ohio.

6812
Edward Brown }
vs } Entry.
Richard A. Hall et al }

On motion of the plaintiff, and on 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 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 of the several tracts be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchasers ^{William Hammond} ~~John~~ Southard, by deed according to Law, the first tract as sold, viz: 38 1/2 acres; to the purchaser Julia B. Hall by deed according to Law, the last two tracts, viz: 20 Acres and 3 1/2 Acres - the property so sold to her - and the said purchasers are 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 their title; and rights of possession are awarded to 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 and Logan Counties; and also issue Certificates showing Cancellation of the Mechanics Liens held by J. Harwood & Son, and to Johnson.

And the Court comming now to distribute the proceeds of said sales amounting for the first tract, \$821²⁷ - for the second tract, \$481⁰⁰ and for the third tract \$675⁶⁸ a total \$1978⁶⁸. it is ordered that the Sheriff out of the said 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 \$116²³ against the first tract, the sum of \$38⁸⁸ against the second tract, and the sum of \$39⁸² against the third tract; and to the Treasurer of Logan County, Ohio, the taxes, penalty and interest against the third tract, viz: \$1⁵².

Secondly: The costs of this Action taxed at \$94⁷³ to be paid as follows: 17/80 out of the proceeds of the first tract, 40/80 out of the proceeds of the second tract and 63/80 out of the proceeds of the third tract - viz: \$40⁵³, \$21⁰⁰, & \$33¹⁰ respectively.

Thirdly: To the Plaintiff Edward Brown, the amount heretofore found due him with interest to wit: the sum of twelve hundred and thirty one & 07/100 Dollars (\$1231⁷⁰) to be paid in the same proportion as the costs out of said proceeds, viz: \$52⁶⁴, \$273⁶⁶, \$431²³, respectively.

Fourthly: To the defendants, J. Harwood & Son, the amount heretofore found due them, with interest to wit: the sum of \$130²⁸, to be paid out of the proceeds arising from the sale of the first tract of 38 1/2 acres.

Fifthly: To the defendant, Richard A. Hall the balance of the money remaining in his hands, arising from the sale of the

March 11th 1895

first tract to wit: the sum of \$742. To the defendant Jilca B Hall, the balance of the money remaining in his hands arising from the sale of the second tract, to wit: the sum of \$1574, and to Jilca B Hall as Guardian of Jerusha Hall, the balance of the money remaining in his hands arising out of the sale of the third tract of 3 1/2 acres, to wit: the sum of \$1700.

6833
Louie Water } State of Ohio Union County ss:
 } In the Court of Common Pleas.
John C. Stokes }

This day came this cause on to be heard and the defendant being in default for demurrer or answer to the petition and not appearing the plaintiff waived a jury and submitted the cause to the Court upon the petition and the evidence.

On consideration whereof the Court finds that due and legal notice has been given to the defendant by publication as required by law.

The Court further finds from the evidence that the allegations of the plaintiffs petition are true and that she has kept, clothed, schooled, boarded and maintained the children of the defendant for the time and in the manner set forth in the petition and that for the period of six years next before the filing of said petition the plaintiff is entitled to recover of the defendant by reason of the premises the sum of Eighteen Hundred (\$1800) Dollars which sum the Court finds to be due the plaintiff from the defendant and for which she is entitled to judgment against said defendant.

It is therefore ordered by the Court that the plaintiff recover from the defendant said sum of \$1800⁰⁰ and her costs herein expended.

The Court further finds that the New York Life Insurance Company, garnishee in this action has answered showing that at the commencement of this action and the service of process on it, it was indebted to the defendant, John C. Stokes, in the sum of \$395.23.

Therefore it is ordered by the Court that said New York Life Insurance Company pay to the plaintiff or her Attorneys for her the said sum of \$395.23 and in default of payment for ten days execution issue therefor and upon payment that said garnishee be discharged, and that the said payment be made a credit upon the amount of said indebtedness heretofore found due from said John C. Stokes to the plaintiff.

The Court further finds that the said John C. Stokes at the commencement of this action was seized in fee simple of the undivided one eighth (1/8) of the following lands, situate in said County of Union and described as follows; beginning at a stake S. 20° W. 6 1/2 poles from the S. E. Corner of In. Lot No. one (1) and at the S. W. Corner of Sarah Reynolds Lot; thence parallel with and on the margin of the road S. 20° W. 14 poles and 5 1/2 links to a stake, thence S. 70° W. 4 poles and 7 links to a stake, thence N. 20° E. 14 poles and 3 1/2 links to the S. W. Corner of said Reynolds Lot; thence N. 70° E. 4 poles and 7 links to the beginning, containing 3/8 of an acre.

It is ordered by the Court that the Sheriff proceed to advertise and sell said land as upon execution at law, and that the return his proceedings to this Court forthwith upon its execution.

March 11th 1895

Court of Common Pleas, Union County, Ohio.

6840
 Geo. B. Hamilton }
 vs }
 Levi Stimmett et al } Entry.

On motion of the Plaintiff and the Defendant Anna M. Triplett and on their producing the return of the Sheriff of the sale made under the former order of the Court; and the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to Law and the order of this Court, it is ordered that the said proceedings and sale be, and the same are hereby, approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser 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 holder, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to 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.

And the Court coming now to distribute the proceeds of said sale amounting to Nineteen Hundred and ninety two & 25/100 (\$1992.25) Dollars, it is ordered that the Sheriff out of the money in his hands pay -

First: To the Treasurer of this County all taxes and assessments that are now a Lien upon said premises, to wit, the sum of \$33.¹⁷/₁₀₀.

Secondly: The costs in this action, taxed at \$63.¹⁵/₁₀₀.

Fourthly: To the Defendant, Anna M. Triplett the amount heretofore found due her, with 8 per cent interest, to wit, the sum of \$1898.⁹⁸/₁₀₀; or rather the balance remaining in his hands, to wit, the sum of \$1893.⁹⁸/₁₀₀ to apply upon her said claim.

Common Pleas Court - Union County, O.

6826
 George Beecher }
 vs }
 Edward Morgan } Allowance of Bill of exceptions.

This day the plaintiff prepared and presented to the Court his certain bill of exceptions, which the Court allowed and signed and ordered the same to be filed with the pleading as part of the record herein, but not to be spread upon the Journal.
 Bill of Exception filed.

6823

Mary McKeir } Court of Common Pleas
vs } Union County Ohio
David McKeir }

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

The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceeding the same, and was at that time a bond fide resident of this County of Union, and that the parties hereto were married as in the petition alleged.

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary McKeir and David McKeir be, and the same is hereby dissolved and both parties are released from the obligation of the same.

It is further ordered that the care, custody, education and control of the said Child Laura E McKeir until the further order of the Court be confided to the said Mary McKeir with the privilege to the said David McKeir to visit said child at reasonable and proper times until the further order of the Court. It is further ordered that the plaintiff recover from the defendant her costs.

6680

Lester Clark } Court of Common Pleas
vs } Union County Ohio. Feb. 5th 1895
Rebecca Milligan et al }

This day this cause came on for hearing on motion to make additional parties herein, and the Court being fully advised in the premises do find that Sarah McKeay, Nancy J. Stewart, Margaret Love and Charles J. Stauffer are necessary parties herein and are devisees under the last Will and Testament of Samuel Milligan deceased, and are each entitled to the undivided one-twenty-fifth of the premises described in plaintiffs petition herein filed.

Thereupon this cause coming on further to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, and it appearing that said estate can not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement thereof, in the sum of Three Thousand Five Hundred & Two Dollars (\$3502⁰⁰), 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 motion of said parties desiring to take the said estate at the appraised value, on motion of the plaintiffs it is ordered that said premises be sold at public auction, and that an order issue therefor to the Sheriff of Union County

Tuesday March 12th 1870. 8³⁰ O'clock A. M.

Court-Correspond pursuant to adjournment
Present.

John A. Price
Judge

6876

The State of Ohio } Court of Common Pleas
vs } Union County Ohio.
Olis L Hoff and }
Justice Hoff } Indictment for Burglary & Grand Larceny.

And now comes the Prosecuting Attorney on behalf of the State of Ohio and presents to the Court the recognizance of said defendant - Olis L Hoff taken before James McCampbell Probate Judge of Union County Ohio, on the 29th day of September A. D. 1869 for the sum of (\$500⁰⁰) Five hundred Dollars with Mary A Buffington and W. Y. Root's as surety. Then upon the said defendant - Olis L Hoff being three times solemnly called to appear and answer said charge as he agreed to do, and failing so to do and Mary A Buffington one of the sureties being three times solemnly called to produce the body of said defendant - Olis L Hoff as she agreed to do and failing so to do the Court ordered that the said recognizance be and the same hereby is forfeited absolutely, and the said W. Y. Root's one of the sureties being three times solemnly called to produce the body of the said defendant - Olis L Hoff as he agreed to do, and failing so to do, the Court orders that the said recognizance be and the same hereby is forfeited absolutely.

Approved,
John A. Price
Judge

6781

C. C. Gleasons Sons } Court of Common Pleas
vs } Union County Ohio.
William M Woodworth }
et al }

This day came the Defendants by their Attorney, D. Ripen and moved the Court for leave to file answer on the above entitled case.

Whereupon the Court being fully advised in the premises do grant leave to file answers herein within fifteen days, and cause continued.

6816

6876

Joseph Morse }
 vs }
 Wm H. Cunningham }
 Court of Common Pleas }
 Union County Ohio. }
 Entry of Confirmation of Sale and Distribution of Proceeds

This cause coming on for hearing 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 also on the Answer and Cross Petition of George Schidner, filed by leave of the Court in this case, and argued by counsel, and the Court being fully advised in the premises and having carefully examined the said proceedings of the said Sheriff, and 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 do therefore approve and confirm the same. And the Court further finds that Joseph Morse, the plaintiff has the first and best claim on the premises so sold.

It is further ordered that the Sheriff make to the purchaser Joseph Morse a deed according to law for the property so sold to wit:

The following lands and tenements situated in the County of Allen and State of Ohio, and described as follows: Being the undivided one half of the west part of the east half of the south east quarter of section five (5) Township three, (3) South, Range Eight (8) East, containing 30 acres of land more or less. Subject to the life estate of Francis E. Cunningham. And the said purchaser is hereby subrogated to all the rights of any lienholder who shall be satisfied herein for the protection of his title.

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

- First = to the Clerk of this Court the costs of this action taxed at \$59.10
- Second = to the plaintiff Joseph Morse, the amount of the judgment herein rendered, with interest to this date, to wit: the sum of \$160.00
- Third = to George Schidner, the answering Cross petitioner herein, the balance of said purchase money, to wit: the sum of \$31.24

6876

Joseph Morse }
 vs }
 Wm H. Cunningham }
 Court of Common Pleas }
 Union County Ohio. }
 Entry

This cause coming on for hearing on the motion of the plaintiff to correct the mistake in the computation of the amount of \$153.94 for which judgment was rendered against the defendant and in favor of the plaintiff in this case at the September term 1894.

On consideration whereof the Court being fully advised in the premises find that the sum of \$153.94 as shown on Journal 17-Page 122 in the case is incorrect, by reason of a mistake in the computation, and should be corrected to the sum of \$157.56.

Therefore it is ordered and adjudged that the sum of \$153.94 with interest at the rate of 8 per cent per annum from Dec. 4th 1894, as shown on Journal 17-Page 122 be and the same is hereby corrected to the true sum of \$157.56 with interest at 8% per annum from Dec. 4th 1894.

Tuesday March 12th 1895.

Court of Common Pleas Union County, Ohio.

6863

6653

John R. Taylor Administrator }
George W. Holt deceased. }
Seri H. Holt et al. }

On Appeal from Probate Court
of Union County.

This cause came on for hearing this day on the second Amended Petition of the Plaintiff, the Answer of Seri H. Holt defendant and the Answer of William J. Holt, Margaret A. Holt, Cassius C. Holt, Oliver Holt, David O. Holt and Homer Holt the minor Defendants by Edward E. Cole their duly appointed and qualified Guardian, and the evidence and exhibits etc was submitted to the Court without the intervention of a Jury.

On consideration whereof the Court do find on the issues joined for the Defendants, and that the Allegations of their Answers are true; that they are the sole heirs at Law and devisees of George W. Holt deceased, and sole Beneficiaries under this Will, and as such devisees have the equitable right of Election to take the Land in his last will and testament devised to be sold and divided between them or the proceeds thereof as they may elect, and that the said Seri H. Holt defendant is of full age and for himself by writing on file in this case, and the said minor heirs Defendants by Edward E. Cole their said Guardian, by writing on file in this case and orally in open Court do each and all of them elect to take the said Land devised rather than the proceeds thereof. And the Court finds that the said election is for the benefit and best interests of said minors and do therefore approve and confirm said election and the petition of Plaintiff is dismissed at Plaintiffs Costs.

Plaintiff thereupon gave notice of Appeal.
Approved.

John A. Price - Judge.

6840

The Marysville Lumber Co. }
S. N. McCloud & J. S. Fleck & Son }

March 11th 1895.

Entry.

This day this cause came on for hearing on the petition of the Plaintiff, and the defendants being in default for answer and demurrer the Court find the allegations of the petition of confessed by them to be true, and that there is due from said defendant J. S. Fleck & Son as drawer and said S. N. McCloud acceptor on the bill of exchange set up in plaintiffs said petition the sum of One Hundred and twenty one and 10/100 Dollars, with six per cent interest from March 11th 1895.

It is therefore considered and adjudged by the Court that said Plaintiff recover from said defendants J. S. Fleck & Son as drawer and S. N. McCloud as acceptor said sum of One Hundred and twenty one and 10/100 Dollars, with six per cent interest from March 11th 1895, and its costs herein expended, taxed to β and execution is awarded therefor,

6863

McCormick Machine Co. } March 15th 1890

vs

Harrington Aller et al }

Order of Revivor.

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 One Hundred and Thirty three & ¹⁴/₁₀₀ Dollars and Nine and ¹⁴/₁₀₀ Dollars costs, with interest at the rate of eight per cent per annum from April 12th 1887, be, and the same doth stand revived against the said Harrington Aller and John Aller and every of them; and that the Plaintiff recover against them, jointly and severally, his costs in and about this proceeding of revivor, incurred and expended, taxed at Five & ⁵⁸/₁₀₀ Dollars.

Witness my signature and the seal of said Court at Marysville, this 15th day of March A.D. 1890;
J. N. Gosnell Clerk.

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 January A.D. 1890, was begun on the second Monday the 17th day of January and continued from day to day by regular adjournment until the 12th day of March A.D. 1890; and is now adjourned without day.

Attest:

J. N. Gosnell, Clerk of the Court of Common Pleas of Union County Ohio.

In Chambers

Court of Common Pleas of Union County Ohio.

6893 } The Farmers Bank }
 of Mansville Ohio. }
 vs }
 Enoch Piersol and }
 Jake Piersol } Order of Judge granting Attachment.

Upon the execution and acceptance thereof by the Clerk, of an undertaking according to law, an order of Attachment is granted to the plaintiff against the property of the defendants in this case for \$110.⁰⁰ and fifty dollars probable cost of the action.

March 15. 1895.

John A Price, Judge of Court of Common Pleas.

Court of Common Pleas of Union County Ohio.

6894 } The Farmers Bank }
 of Mansville Ohio }
 vs }
 Enoch Piersol, }
 Jake Piersol and }
 Erans Piersol } Order of Judge granting Attachment.

Upon the Execution and acceptance thereof by the Clerk of an undertaking according to law, an order of Attachment is granted to the plaintiff against the property of the defendant, in this case, for the sum of Fourteen Hundred Dollars and Fifty dollars probable cost of the action.

March 15. 1895.

John A Price Judge of Court of Common Pleas

Mandate from Circuit Court--- On Appeal.

The State of Ohio, Circuit Court of Union County.

To the Honorable the Court of Common Pleas in & for Union County, Ohio, Creating:

Whereas, at a Term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before Hon. Henry W. Seenus, Presiding Judge, Hon. James H. Day, Judges, at Mansville on the 19th day of February A.D. 1895; among other proceedings, then and there by and before said Court, as appears by its Journal, were the following, viz:

C.C. 132 } Christopher Drubbs, Plaintiff in Error. }
 vs } Enting.
 The Galadon Hay Co. Defendant in Error }

This day this cause came on for hearing upon the petition in error, and the transcript of the proceedings, and judgment of L.M. Cray, Justice of the Peace, in and for said County, and also upon the transcript and the original papers and pleadings in the Court of Common Pleas of said County of Union, and was argued by Counsel.

In consideration whereof the Court find that there is error apparent upon the record and proceedings of the Court of

Common Pleas to the prejudice of the Plaintiff in error, in this to-wit: that the Court of Common Pleas erred in reversing the judgment of the said Justice of the Peace.

It is therefore considered by the Court that the judgment of the Court of Common Pleas aforesaid be reversed, and held for naught, and that the judgment of said Justice of the Peace be, and the same is hereby affirmed, and that the plaintiff in error recover of the defendant in error his costs herein expended taxed to \$

It is further ordered that a special mandate be sent to the Court of Common Pleas of said County for the proper proceedings to carry the judgment of the said Justice of the Peace into execution.

To which judgment, ruling, and decision the defendant in error thence and thence excepted.

We therefore command you, that without delay you cause said judgment 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 25th day of March A. D. 1895.

Seal

J. N. Gosnell Clerk
Geo. A. Gosnell Deputy.

Mandate From Circuit Court -- On Appeal.

The State of Ohio, Circuit Court of Union County.

To the Honorable the Court of Common Pleas in and for Union County, Ohio, this is to certify:

Whereas, at a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before Hon. Henry W. Seery, Presiding Judge, Hon. James H. Day, Judges, at Marysville, on the 19th day of February A. D. 1895, among other proceedings then and there had by and before said Court, as appears by its journal, were the following, viz:

The Galadaya Hay Co. vs

Entire.

Lester Cline vs This day this cause came on for hearing upon the petition in Error, and the transcript of the proceedings, and judgment of L. M. Crany Justice of the Peace in and for said County, and also upon the transcript, and the original papers and pleadings in the Court of Common Pleas of said County of Union, and was argued by counsel.

In consideration whereof, the Court find there is no error apparent on the record in said proceedings, and judgment of said Court of Common Pleas, nor in the proceedings and judgment of said Justice of the Peace.

It is therefore considered by the Court that the judgment of said Court of Common Pleas affirming the judgment of said Justice is hereby affirmed, and that the defendant in error recover from the plaintiff in error, his costs herein expended, taxed at \$

It is further ordered that a special mandate be sent to the Court of Common Pleas of said County for execution upon its said judgment of affirmance. To which judgment, ruling and decision of the Court the plaintiff in error thence and thence excepted. Porter & Porter.

We therefore command you, that without delay you cause said judgment to be carried into execution, according to the tenor thereof.

Seal

Witness my signature as Clerk of our said Circuit Court, and the seal thereof affixed at Marysville, this 25th day of March A. D. 1895. J. N. Gosnell, Clerk. By Geo. A. Gosnell Deputy.

9/2 The State of Ohio } Cause No. 912
 vs } Entry
 Charles Licurane et al } Filed March 18th 1895.

6810

Now comes the defendant Charles Licurane and presents to the Court his certain bill of exceptions in the above entitled cause, to-wit: Cause No. 912 on the Criminal docket of this Court; and it appearing to the Court that the same has been presented to, and approved by counsel for the State, 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 by the Court, and on motion is made a part of the record in said cause, and at the request of the defendant Charles Licurane, will be omitted from the transcript of the record issued herein.

6893 The Farmers Bank of Marysville Ohio } Cause No 6893
 vs } Entry
 Enoch Piersol et al }

Office of the Clerk of Courts Union County Ohio
 April 3rd 1895 This day this cause is settled by the parties and costs paid No Record to be Made
 J. N. Gornell Clerk

The Farmers Bank of Marysville Ohio } Cause No 6894
 against } Entry
 Enoch Piersol Jake Pissal and Evans Pissal }

Office of the Clerk of the Courts of Union County Ohio
 April 3rd 1895 This day this cause was settled by the parties and costs paid No Record
 J. N. Gornell Clerk

6810
Margetta R. Morse
vs
George C. Danneetal

Court of Common Pleas
Miami County, Ohio.

This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein, and the Court having examined the return of the Sheriff of said sale and his proceedings under the order of sale heretofore issued herein and finding the same in all respects according to law and said order it is considered and adjudged by the Court that said sale and the proceedings of the Sheriff be, and the same heretofore are approved and confirmed and said Sheriff is ordered to execute and deliver to the purchaser, Margetta R. Morse, the plaintiff herein, a deed for said premises.

And the Court coming upon to distribute the proceeds of said sale amounting to \$330.00 do order that the same be paid as follows:

- 1st: To the Clerk of this Court the costs herein taxed at \$
- 2nd: The taxes paid by said plaintiff amounting \$5.03
- 3rd: To the Citizens Home Savings Company their mortgage lien amounting to \$203.26
- 4th: The remainder \$ to said plaintiff to apply on her mortgage lien.

March 11th 1895.

Venue for jurors.
The State of Ohio, Union County ss:

Sheriff's Office March 14th 1895.

On the 11th day of March 1895, I received this Venue 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:

William W. Elton

Henry Eichmeyer

H. J. Baldwin

J. E. L. Smith

Joseph Martin

Simon Kilgore

John R. Dodge

David Austin

J. W. Titton

S. J. Barnett

J. E. Newhouse

Joseph Robertson

George Temple

Wm. Longbrake

Gilbert A. Bell.

Petit Lany.

Wm. Biddle

George M. Wilber

Wm. King

George Holloway

Stewart Green

Martin Erich

Andrew Gill

Henry M. Hall

J. W. Tobin

Samuel A. Merist

Elroy Moore

Stephen Long

A. P. Harney

Norton Reed

George Trapp

Philip Ruperight

John A. Shipley

W. P. Rayl

Charles Fox

J. H. Smith

Wm. H. Snodgrass Sheriff

Monday April 8th 1895; 2 O'clock P.M.

The State of Ohio }
Union County ss: }

The separate session of the Court of Common Pleas of the 10th Judicial District and the 3rd Sub-division 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 Five, held in the Court House in the City of Mansfield, County of Union, State of Ohio, was begun on the 8th day of April in the year aforesaid.

Present, Hon John A Price Judge of the Court of Common Pleas, of the 3rd Sub-division 10th Judicial District of Ohio.

Wm H. Brodgraves Sheriff of Union County Ohio.

Attest,

J. N. Gravel Clerk of the Court of Common Pleas, of Union County Ohio.

The Venue Facias for a Grand Jury Return issued, and returnable this 8th day of April at 10 O'clock A.M., was duly returned by the Sheriff with his indorsements thereon to-wit:

The State of Ohio }
Union County ss: }

Sheriff's Office Mansfield, O. March 14th 1895.

On the 11th day of March A. D. 1895; I received this Venue 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:

- | | | | |
|-------------------|--------|------------------------------|----------------|
| William McElroy | Served | March 11 th 1895. | By Postal Card |
| Henry Eichenmeyer | " | " | " |
| H. J. Baldwin | " | " | " |
| J. E. L. Smith | " | " | " |
| Joseph Martin | " | " | " |
| Simon Kilgore | " | " | " |
| John H. Dodge | " | " | " |
| David Austin | " | " | " |
| J. W. Tilton | " | " | " |
| J. S. Barnett | " | " | " |
| J. E. Newhouse | " | " | " |
| Joseph Robertson | " | " | " |
| George Temple | " | " | " |
| Wm Longbrake | " | " | " |
| Gilbert A. Bell | " | " | " |

And upon calling the same in open Court all of the above named jurors to-wit: William McElroy, Henry Eichenmeyer, H. J. Baldwin, J. E. L. Smith, Joseph Martin, Simon Kilgore, John H. Dodge, David Austin, J. W. Tilton, J. S. Barnett, J. E. Newhouse, Joseph Robertson, George Temple, Wm Longbrake and Gilbert A. Bell: answered to their names. And the panel being full the Court appointed

April 8th 1895

John K. Dodge foreman of the Grand Jury, and he with his fellow jurymen took the oath in the manner and form as prescribed by law, and the said jury being instructed by the Court in relation to their duties, were conducted to their room by the Sheriff.

The following named persons compose the Grand Jury to-wit:
(1) John K. Dodge foreman, (2) William McElroy, (3) Henry Eickemeyer, (4) G. J. Baldwin, (5) Joseph Martin, (6) Simon Kilgore, (7) David Austin, (8) J. W. Tilton, (9) S. J. Barnett, (10) J. E. Newhouse, (11) Joseph Robertson, (12) George Temple, (13) Wm Longbrake, (14) E. L. Smith, (15) Gilbert A. Bell.

6879

6676

The Michigan Mutual Life Ins Co, } In Common Pleas Court
vs } Union County Ohio,
Charles A Livingston et al }

This cause is this day settled and dismissed without record at Martin Kuhns Costo and Costo paid.

6871

Barbara Tipton } Court of Common Pleas
vs } Union County Ohio
George Tipton }

This cause came up on the motion of defendant for leave for further time in which to answer, and the Court upon consideration thereof grants ten days further time from this 8th day of April 1895.

6482

Solomon Walker } Court of Common Pleas
vs } Union County Ohio
W. H. Deont }

This cause came on for hearing this 8th day of April 1895, on the motion of the plaintiff for leave to amend his petition within thirty days, and the Court upon consideration granted such leave.

6778

6878

John Ballant Co. } Entry -
vs } Court of Common Pleas, Union County Ohio.
John F. Miller et al }

This day this cause came on for hearing on the petition, and the defendant being in default for answer and demurrer the Court find the allegations of said petition are confessed by them to be true, and that there is due from said defendants to said plaintiff, on the note set up in plaintiffs petition the sum of Two Hundred & Twelve & 9/10 Dollars with six per cent interest from the first day of this term: April 8th 1895.

It is therefore considered and adjudged by the Court that plaintiff recover of said defendants said sum of Two Hundred & Twelve & 9/10 Dollars with six per cent interest from April 8th 1895, together with its costs herein expended taxed at \$ and execution is awarded therefor.

Court adjourned to 8³⁰ O'clock Tuesday morning

Tuesday April 9th 1895 8³⁰ O'clock A.M.

6879

Court convened pursuant to adjournment
Present John A. Rice Judge
The Suliman & Taylor Co. } Court of Common Pleas
vs } Union County Ohio.
Elihu E. Gamble et al }

On leave of Court, thirty days given
to defendant to file answer.

Report of Grand Jury.

To the Honourable John A. Rice,
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, 1895, 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 matters as have legit-
imately come to our notice, having examined over fifteen wit-
nesses, covering two cases, and presented one bill, and ignored
one case considered by us.

The business has been transacted in as expeditious a
manner as possible.

During our session we have visited the County Jail and
made a complete examination thereof and find that the rules
prescribed by the Court for the care thereof and for the government
of its inmates have been carried out and properly enforced.

We recommend that the County Commissioners cause
to be built a stone walk from the Court House to the North East
Corner of the Court House yard.

Respectfully submitted,

John H. Dodge Foreman.

April 9th 1895.

6778

Herman Schorman } Court of Common Pleas
vs } Union County Ohio.
L. H. Kimball et al }

This day came the defendant L. H. Kimball
and made showing for continuance whereupon the Court
find the showing to be sufficient and thereupon the Attorney
of plaintiff stated that he would admit that J. N. Darlington
would testify as stated in defendant's affidavit and that he
would not go to trial and consent that said statement
may be read considered at the trial of the case as his dep-
osition the same as if taken by deposition. Whereupon the
Court overrule the motion for continuance and assign
the case for trial on the 18th of this month.

4145

Dell Robinson } Court of Common Pleas
 vs } Union County State of Ohio.
 P. C. & St. L. Ry Co. }

This day by application of the plaintiff leave is granted him by the Court to file an amended petition in this case in sixty days - Whereupon the plaintiff filed his amended petition this day and this cause is continued.

Calvin C Sewell et al. } Court of Common Pleas
 vs } Union County Ohio.
 Susannah Sewell et al }

And now comes the Plaintiff by L. Piper his Attorney and this cause came on to be heard on the petition and evidence and the Court being fully advised in the premises do find that all of the defendants have had due and legal notice of the pendency and demand of the said petition and that they are in default for answering thereto.

Whereupon the Court further find that the plaintiffs and the defendants hereinafter named are tenants in common in the estate described in the petition.

That the said Susannah Sewell widow of said George W Sewell is entitled to dower therein except the undivided one half of the tract of 30 Acres in said petition described and also the one undivided eighteenth of the remainder in fee.

That subject to said dower Frank A Sewell has legal title to the five thirty sixths of said premises.

That James R Sewell is entitled by law to the five thirty sixths of said premises in fee subject to said dower.

That Allen B Kavanaugh has legal title to one ninth (9) of said premises subject to said dower.

That Margaret L Hicks has legal title to one ninth of said premises subject to said dower.

That the said Jennie Sewell has legal right to one ninth of said premises subject to said dower.

That said Lewis G Sewell has legal right to one ninth of said premises subject to said dower.

That said Fannie O Sewell has legal right to one ninth of said premises subject to said dower.

That said Nora Y Sewell has legal right to one ninth of said premises subject to said dower.

And further the Court find that said plaintiff for his wards, Margaret L Hicks, Jennie Sewell, Lewis G Sewell Fannie O Sewell and Nora Y Sewell is entitled to have partition made of said premises

6902

6864

as prayed in his petition

It is therefore by the Court ordered adjudged and decreed that partition be made, and that dower therein be assigned to the said Susannah Sewell and that H. B. Starnes, Samuel Sherwood and Dawson B. Kearney three judicious and disinterested freeholders of the vicinity be and they are hereby appointed Commissioners to make and set off the same.

It is therefore by the Court ordered that a writ issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are herein before severally found entitled, and also cause to be set off and assigned in manner as above ordered the dower of the said Susannah Sewell.

And of his proceedings herein the said Sheriff is ordered to make due return.

6902

The Peoples Bank of } Mansville Ohio. }	Judgement - Entry.
William Guy et al }	

This day came the plaintiff by their Attorneys; also appeared in open Court; for and on behalf of said defendant R. McCury, an Attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the Note attached to the petition in said Cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for - Two Hundred Twenty five - dollars and Forty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Two Hundred Twenty five dollars and Forty cents, being the amount of said note with interest computed at Eight per cent. per annum, from the 16th day of September A. D. 1893; and also their costs herein expended, taxed at \$2.25.

6864

Archie J Wood } Ada G Wood }	In the Court of Common Pleas Union County Ohio.
---------------------------------	--

Now comes the plaintiff, and the defendant having been duly served with summons and a copy

of the petition herein, and having failed to appear, the Court find defendant in default for answer and answer 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 the time a bona fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth.

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

It is therefore ordered and adjudged by the Court that the Marriage Contract heretofore existing between the said Archie J. Wood and Ada J. Wood & 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 prosecution; and execution is awarded.

}

 Morris W. Hill
 Plaintiff
 vs
 Sarah Ann Sparks et al

}

 Common Pleas Court Union County Ohio
 Entry

Now comes the plaintiff and dismisses this action at his own costs without prejudice to a future action H. B. Spier atty for Plaintiff
 April 4th 1895

}

 O. A. Sims
 vs
 John Deffen

}

 Court of Common Pleas
 Union County Ohio,

This case is dismissed for want of prosecution.

April 9th 1895.

6776

A. R. Aldrich }
 vs }
 Olive Robinson et al }
 Court of Common Pleas
 Union County Ohio.

Now come the plaintiff and defendant in this case and waive the trial by jury and submit this case to the Court whereupon the Court being fully advised in the premises do find for the plaintiff and against the defendant, and find that there is due on this 8th of April 1895 from said Olive Robinson to said A. R. Aldrich on his first cause of action the sum of \$175⁰⁰ principal and \$13³² interest, and on the second cause of action \$500⁰⁰ as principal and \$26⁶⁶ interest making a total of Seven hundred and fifteen⁰⁰/₁₀₀ dollars.

It is therefore considered and adjudged by the Court that the said plaintiff recover of the said defendant Olive Robinson said sum of Seven hundred and fifteen⁰⁰/₁₀₀ dollars together with his costs herein expended taxed to \$ and on \$175⁰⁰ of this judgment debt is to pay Eight per cent interest and on the remainder thereof six per cent interest from April 1st 1895.

And as to the claim of Philip Smider for tax lien this case is postponed for further order, and as to the Lien of the Farmers Bank this case is postponed for further action of the Court.

And the Court do sustain the attachment issued in this case and find the plaintiffs lien on the land signed by the Sheriff on his writ of attachment dated from October first 1894, as shown by the levy and return on said writ, and therefore it is ordered and decreed by the Court that said Sheriff proceed according to Law to sell, on an order to be issued by the Clerk for that purpose, all the interests of said Olive Robinson in the land levied on in said writ of attachment as therein described if the said defendant fail for thirty days to pay said judgment and interest and costs.

Court adjourned Wednesday morning at 8³⁰ O'clock a.m.

Wednesday April 10th 1895 8³⁰ O'Clock A.M.

Court convened pursuant to adjournment
 Present Hon. John A. Price
 Judge.

6589

6482 G. W. Williams } Court of Common Pleas
 vs } Union County Ohio.
 E. B. Reed }

This day this cause was continued with leave to plaintiff to file his amended petition in ten days.

6784 Charles E. Snyder } Court of Common Pleas
 vs } Union County Ohio.
 W. S. Davis }

Continued by agreement.

6785 Clay Hawley } Court of Common Pleas
 vs } Union County Ohio.
 W. S. Davis }

Continued by agreement.

6908 The Union Banking Co } Court of Common Pleas
 of Marysville Ohio. } Union County Ohio.
 vs
 George Connor et al }

This day came the plaintiff by J. H. Sinkade Attorney, and filed its petition against said defendants, and thereupon W. W. Merchant an Attorney at law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed for that purpose by said defendant now produced in open Court, process 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 was indebted unto the plaintiff as it has in this 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 One Hundred and Seventy One Dollars bearing interest at 8 per cent 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 The Union Banking Co. plaintiff, do recover of said George Connor, Thomas Connor & M. Hopkins defendants the sum of One Hundred & Seventy one dollars, or confessed, as aforesaid, with interest from April 10th 1895, at 8 per cent per annum, and also costs in its behalf expended taxed to said defendants, 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 & released.

The State of Ohio & Rel. } Court of Common Pleas
 Anna Cramer } Union County Ohio.
 vs
 Robert-Curdau }

6589

And now this cause came on to be heard and the defendant came not and therefore the Court caused the said Robert-Curdau to be called by the Sheriff three times in open Court and the said Robert-Curdau did not answer to his name nor did he appear in Court but made default herein and therefore his recognizance was forfeited by the order of the Court, and therefore the Court ordered the names of Curdau and Fred Kile who were the sureties of the recognizance of said Robert-Curdau to be called three times in open Court and commanding the said Curdau and the said Fred Kile to bring the said Robert-Curdau into Court as they were required by Law to do and the said Curdau and Fred Kile failing to bring said Robert-Curdau into Court as they were requested by their recognizance to do - the said recognizance was then and there forfeited by order of the Court. And therefore this case was submitted to a jury of the following named jurors as jurors there came to wit: Wm Biddle, Geo. W. Kilber, Geo. Ballaway, Martin Eirech, Stephen Long, A. P. Hawley, Norton Reed, Geo. Crapp, Philip Kuperight, Charles Fox, J. B. Smith and J. W. Tobin, who were duly impaneled and sworn according to Law. And thereupon after hearing the evidence and argument and charge of the Court the jury retired to their Room in charge of the Sheriff for deliberation - and the said jury after full deliberation come into Court with their verdict in writing signed by their Foreman and upon their oaths say, We, the jury, being duly impaneled and sworn find the defendant Robert-Curdau guilty as he stands charged in the Complaint - Geo. W. Kilber Foreman.

It is therefore adjudged by the Court that the defendant Robert-Curdau is the reputed father of the said Child, and the Court finds that before judgment in this Court the accused Robert-Curdau paid to the said Complainant Anna Cramer Three Hundred dollars (\$300) which sum of money was agreed upon by said parties in open Court in full settlement and the said Anna Cramer in open Court accepted the said Three Hundred dollars in full satisfaction of her Complaint.

It is therefore adjudged by the Court that said Robert-Curdau stands charged with the maintenance of said Child and that he pay the costs of this proceedings taxed at \$ for which execution is awarded. It is further ordered by the Court that the said defendant give security to the acceptance of the Court for the performance of this order - and in default of such payment or security that he be committed to the jail of the County there to remain until he shall comply with the requirements of the Court.
 April the 11th 1890.

Court adjourned to Thursday morning 8³⁰ A.M.

Thursday April 11th 1895, at 8⁰⁰ O'clock A.M.

Court convened pursuant to adjournment
Present Hon John A Price
Judge.

6694 M. Worthington } Court of Common Pleas
vs } Union County Ohio.
S. H. Kilbury et al }

This day came the parties by their Attorneys, also came the following named persons as Jurors to wit: Wm King, Samuel Hilerist, Elroy Moore, Wm Biddle, Geo. M. Kilber, George Kollaway, Martin Eizick, J. H. Tobin, A. P. Harves, George Trapp, Charles Fox and J. H. Smith and the trial proceeded, the Jury having heard the evidence in part and the hour of adjournment having arrived this case was continued until tomorrow morning.

6877

C.C. 134

continued to later

6242 Army E. Mitchell } Court of Common Pleas
vs } Union County Ohio.
Mary E. Lehman et al }

It appearing to the Court that the real estate herein after described has been twice advertised and offered for sale under the present appraisment and still remains unsold for want of bidders, now on motion of the plaintiff the said appraisment is hereby set aside and it is ordered that a new one be made upon the oath of Charles McCune, W. H. J. Pennington and Andrew Brown of Lot No. 5, in Unionville Center, Ohio, being the South East corner of said Lot fronting 22 feet on main street and running back 31 feet.

D. W. Ayers.

6887 Stephenson Burk } Court of Common Pleas
vs } Union County Ohio.
J. E. Smart }

This day came on this cause to be heard on the petition in error, whereupon the Court being fully advised in the premises do find there is error in said record and that said judgment should be reversed. Whereupon it is considered and adjudged by the Court that the said judgment be reversed and that plaintiff in error recover of defendant the cost of this proceeding and the Court do further dismiss said cause of J. E. Smart against Stephenson Burk, whereupon said cause is dismissed by the Court at the cost of said J. E. Smart, whereupon it is considered and adjudged by the Court that said J. E. Smart pay the costs of this proceeding to wit \$

6589

Thursday April 11th 1890;

6877
 The Michigan Mutual }
 Life Insurance Co. } Court of Common Pleas
 vs } Union County Ohio -
 Edward Hoffroth et al }

On motion of plaintiff leave is this day granted to file an amendment to its original petition herein instantur, and the same is accordingly filed.

C.C. 134
 Charles L. Insurance }
 vs } In the Circuit Court writin and for the
 The State of Ohio. } County of Union and State of Ohio.
 April 11th 1890.

This 11th day of April 1890; comes the said parties by their respective attorneys and thereupon said cause was submitted to the Honors Henry W. Seery, James H. Day and James L. Price, Judges of the Circuit Court of Ohio, for the Third Judicial Circuit upon the application of the said Charles L. Insurance Co. in error for an order to suspend the execution of sentence of the court of Common Pleas of Union County Ohio, made and rendered at the January Term A.D. 1890; thereof. On due consideration thereof the Judges find that notice of the time and place of the hearing of said application was duly given to the Prosecuting Attorney of said County, and that said sentence ought to be suspended.

It is therefore ordered that said sentence made and entered at the January Term A.D. 1890; of the Court of Common Pleas of Union County Ohio, in said entitled cause be, and the same hereby is suspended until the further order of the Circuit Court herein. So done and ordered at Chambers at the City of Findlay, Ohio, this 11th day of April A.D. 1890.

Henry W. Seery
 James L. Price
 Judges of the Circuit Court
 of Ohio, Third Circuit.

6589
 The State of Ohio in Rel of }
 vs } Court of Common Pleas
 Robert - Perdue } Union County Ohio.

This day came the parties by their attorneys, also came the following named persons as jurors to wit: Wm Biddle, Geo. M. Wilber, Geo. Scalloway, Martin Eichel, Stephen Long, A. P. Harvey, Norton Reed, Geo. Trapp, Philip Rupright, Charles Fox, J. H. Tobin and J. W. Smith, 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, argument, and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation. And now comes the 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 defendant Robert Perdue guilty as he stands charged in the complaint. Geo. M. Wilber Foreman.

Court adjourned to 8³⁰ O'clock tomorrow morning

Friday April 12th 1895 at 8³⁰ A.M.

Court convened pursuant to adjournment.
Present Hon. John A Price
Judge.

6694 M. Worthington } Court of Common Pleas
vs } Union County Ohio.
S. H. Kelbun et al

This day again came the parties by their Attorneys and also came the jury heretofore impanelled and sworn herein, and the said jury having heard the remaining evidence adduced and the arguments of the Counsel and charge of the Court, retired to their room in charge of the Sheriff for deliberation.

6883

And now comes the jury into open Court with their verdict in writing signed by their Foreman and says:

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

Geo. M. Wilbur Foreman.

6770 Robert M. Erroy } Court of Common Pleas
vs } Union County Ohio.
Wm B. Harriott }
Carrie A. Harriott & } April 12th 1895.
Joseph Dickinson }

This day this cause came on to be heard by the Court upon the petition of the plaintiff and the answer of Carrie Harriott & the Cross-petition of Joseph Dickinson and the said Wm B. Harriott being in default for answer or demurrer to the petition and Cross-petition and the Court having heard the proofs and evidence adduced and being fully advised in the premises doth find as follows.

First - all the and singular the statements contained in the said petition to be true.

Second - said defendants Wm B. Harriott and Carrie A. Harriott executed and delivered to the plaintiff their said Mortgage deed as in the petition described and upon the premises therein described and that said Mortgage was duly recorded in Vol. 26, Page, 40 of the records of Mortgages of Union County.

That said Mortgage was cancelled upon said records of Union County by mutual mistake of the parties as set forth in the petition, while there still remained due on the same from the said defendants to the plaintiff the sum of \$7623 with interest thereon from the 3rd day of June 1891, and that said sum has never been paid the plaintiff, and the conditions of defeasance in said Mortgage are broken and that the said plaintiff is entitled to have the defendants equity of redemption foreclosed.

It is therefore ordered and decreed that the plaintiff have judgment against the defendants, Wm B. Harriott and Carrie A. Harriott for the sum of \$9469 being the amount due as principal with interest computed to the first day of this term added thereto, and for his costs herein expended, and that unless the said

defendants shall pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the sum of \$74.50 within 30 days from the entry of this decree, the defendants equity of redemption be foreclosed and said premises shall be sold and an order of Sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

6883

The Connecticut Mutual Life Ins. Co. }
vs } Court of Common Pleas
George Pierson et al } Union County Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants George Pierson and Abbie C. Pierson 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 George Pierson on the note set forth in the petition, with interest at eight per cent to the first day of this term \$1821.⁰⁰/₁₀₀

The Court further find that in order to secure the payment of said note the defendants George Pierson and Abbie C. Pierson his wife executed and delivered to said The Connecticut Mutual Life Insurance Company the plaintiffs, their certain mortgage deed as in said petition described and on the premises therein described, that said mortgage was duly recorded in Book 22, page 338 of the record of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant George Pierson the said sum of \$1821.⁰⁰/₁₀₀ and plaintiffs costs herein expended.

And it is further adjudged and decreed that unless the defendant 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 at 8%, from the 8th day of April 1890;

The defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Court adjourned until 8³⁰ O'clock Monday morning.

Monday April 15th 1895 at 1³⁰ O'clock P.M.

Court convened at 1³⁰ O'clock pursuant to adjournment.
 Present - Hon. John A. Price
 Judge.

6905
 P. J. Weyth
 Minerva Sanderson
 Ed. J. Sanderson

Court of Common Pleas
 Union County Ohio.

This day came the plaintiff by L. Piper Attorney and filed his petition against said defendants and thereupon J. F. Millan an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendants did owe and was indebted unto the plaintiff as he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of One Hundred & Fourteen (\$114⁰⁰) ³/₁₀₀ dollars, bearing interest at per cent. per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

6790

It is therefore considered by the Court here that the said P. J. Weyth plaintiff do recover of the said Minerva Sanderson and Ed. J. Sanderson defendants the sum of One Hundred Fourteen and ³/₁₀₀ Dollars so confessed, as aforesaid, with interest from April 8th 1895, at 8 per cent. 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 defendants waived and released.

6847
 Rosa Mathews
 William Bell et al

Court of Common Pleas
 Union County Ohio.

On motion of the plaintiff and on his 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 said proceedings and sale be, and they are hereby approved and confirmed, and it is further ordered that said Sheriff convey to the purchaser by deed according to Law, the property so sold and said purchase is hereby subrogated to all the rights of the said Lien holder in said premises so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to the said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the

Mortgage herein said on to be entered on the records thereof in the office of the Records of Marion County, and Union County Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to \$825⁰⁰, it is ordered that the Sheriff out of the money in his hands pay:

First = The costs of this case taxed at \$48²⁶.

Second = To the Treasurer of this County the taxes and penalty now due and payable on said Land in Union County Ohio to wit \$14⁶⁹.

Third = To Benjamin Sager in full of his claim as purchaser at tax sale of the part of said Lands in Marion County Ohio, the sum of \$15⁰⁰.

Fourth = The Defendant - The Home Savings Building and Loan Company of Kenton Ohio, the sum heretofore found due it with interest to wit the sum of \$366¹⁵.

Fifth = To the plaintiff Rosa A Mathews the balance of the said moneys remaining in his hands to wit the sum of \$380⁰⁰ to be applied as a credit upon her judgment against said defendants, and then still remaining due to the said plaintiff Rosa A Mathews after applying said credit, the sum of \$55⁷², execution is awarded therefor against said defendants William Bell Ed Sarah A Bell.

Wingett Harriman }
vs } Court of Common Pleas
Lyman P. Waller } Union County Ohio.

6790

This day came the parties and their Attorneys and this cause came on to be heard upon the demurrer of the defendant to the plaintiffs petition and was argued by Counsel and submitted. On consideration whereof the Court being fully advised in the premises sustains said demurrer and the plaintiff not desiring to amend the petition this cause an application of the defendant this cause came on to be heard upon the evidence as to damages that ought to be assessed if any in favor of the defendant, neither party demanding or requiring a jury, and the Court having heard the evidence and being fully advised in the premises finds that at the commencement of this action the right of property and the right of possession of the note mentioned in the petition was in the defendant Lyman P. Waller, and this he then and ever since has had the right to collect the money due upon said note, and that the makers of said note were solvent and said note collectible from them.

And the Court find the damages to which the defendant has proved himself entitled and which he ought to recover is the amount of said note with its interest being the sum of One Hundred and thirty five dollars and sixty cents. It is therefore considered, ordered and adjudged by the Court that the defendant Lyman P. Waller recover of the plaintiff Wingett Harriman the said sum of One Hundred and thirty five dollars and sixty cents, by the sum or as aforesaid assessed and found due by the Court and also that defendant recover of the plaintiff his costs herein expended taxed to \$

Court adjourned to 8³⁰ O'clock tomorrow morning.

Tuesday Morning April 16th 1895. At 8³⁰ O'clock A.M.

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment.
Present - Hon. John A. Price
Judge.

6799

912
Charles Liguaneel }
Plaintiff in error. } Court of Common Pleas,
vs } Union County Ohio.
The State of Ohio }
Defendant in error. }

This day on motion of Charles Liguaneel ^{he being in open court in person} Plaintiff in error and upon producing the the order of the Circuit Court of Ohio for the Third Judicial District, suspending the sentence and judgment against said Liguaneel until the further order of said Circuit Court for leave to file a bond with suitable conditions to law for his appearance and surrender to the Sheriff of said County of Union in case the sentence and judgment against said Liguaneel be not reversed or a new trial ordered. On consideration thereof the Court allow said motion and fix the amount of said bond at \$2000.

6475

6773
Robinson Curry Co }
vs } Court of Common Pleas
Wm Moffitt } Union County Ohio.

This day came on this cause and the defendant not desiring to file any answers and the Court being fully advised in the premises do find the allegations of the petition to be true and that said provisional injunction should be made perpetual.

922

Therefore it is considered by the Court that said provisional injunction be, and the same is made perpetual. And that plaintiffs recover of the defendant their costs in this case taxed to \$ to all of which defendants excepts

Edwin R. Hottrimpuller }
vs } Court of
Thomas J. Kissner }

6876

6754
David Coulter }
vs } Court of Common Pleas
Sarah A. Brown } Union County Ohio.

This day this cause came on to be heard upon the pleadings and evidence and the Court being fully advised in the premises find that said injunction ought to be dismissed and the same is hereby dismissed at Plaintiffs costs. And the Court further find that defendants have no title to the lands in dispute, and the prayer in their Cross Petition is dismissed and the parties are left to their remedy at law.

April 16th 1895

6799 Edwin R. Holtempler } Court of Common Pleas
vs } Union County Ohio.
Thomas J. Kissner }

This day came the parties by their Attorneys, also came the following named persons as jurors to wit: Philip Ruspnight, A. P. Sawyer, William Biddle, Geo. M. Wilber, Geo. Salloway, Martin Eirich, J. W. Tobin, Samuel Gilerist, Elroy Moore, Stephen Long Norton Reed and Geo. Crapp, and the trial proceeded, the jury having heard the evidence in part, and the hour of adjournment having arrived this cause was continued until tomorrow morning.

6475 Retail Pharmacy Co. } Court of Common Pleas
vs } Union County Ohio.
The N. Y. L. E. & W. R. R. Co. }

This day this cause came on to be heard on motion of the defendant to require the plaintiff to give security for costs herein, and it appearing to the Court on the evidence, that the plaintiff office or other residence on which service can be had by summons, the Court sustained said motion and it is ordered that the plaintiff give security for costs in 20 days from this 16th day of April 1895, or that the said action be dismissed.

922 The State of Ohio } Court of Common Pleas
vs } Union County Ohio. } Indictment for
Ottis B. Hoff et al } } Burglary & Grand Larceny

And now came the defendant Justice Hoff into open Court as by his recognizance bond and the order of the Court he was required to do and it appearing to the Court that the said defendant is in indigent circumstances and unable to employ Counsel, the Court thereupon at his request appointed D. Piper as Counsel for his defense. April 15th 1895

6876 J. N. Waters } Court of Common Pleas
vs } Union County, Ohio.
May O. Waters }

This day came this cause to be heard upon the application of the defendant for alimony *pendente lite*.

On consideration whereof the Court being fully advised in the premises sustains the said application, and it is ordered by the Court that the plaintiff pay to the defendant as her alimony pending this suit the sum of Forty (\$40.00) Dollars within 30 days from this date, April 16, 1895, and in default of payment, execution is awarded.

Court convened to 8³⁰ O'clock tomorrow morning.

Wednesday April 11th 1895 at 8³⁰ O'Clock A.M.

Court convened at 8³⁰ A.M. pursuant to adjournment.
Resident-Dean John A Price
Judge

6799

6734 Charles E. Hyde a minor by }
Nancy Hyde his next friend. } Court of Common Pleas,
vs } Union County Ohio.
W. S. Davis }

This day came the parties herein and settled and compromised the above entitled action, each party to pay half the costs and no record to be made.

6786 Clay Hawley by }
his next friend. } Court of Common Pleas,
vs } Union County Ohio.
W. S. Davis }

This day came the parties herein, and settled and compromised the above entitled action, the defendant to pay all the costs.

912 State of Ohio }
vs } Court of Common Pleas
Charles Diwanek et al } Union County Ohio.
Indictment for Burglary and
Grand Larceny.

This day came Charles R. Sherwood one of the above defendants and being present in open Court asks to have the above case continued as to the said Charles R. Sherwood, and the Court being advised in the premises does continue the same and fixes the bond of the said Charles R. Sherwood at Five Hundred Dollars said Sherwood to be on his own recognizance.

OK!
Price-Judge.

6815 Conrad Decker }
vs } Court of Common Pleas
William Kirk } Union County Ohio.

This day this case was settled and costs paid and case dismissed without Record.

Wednesday April 17th 1895

6799	Edwin R. Stoltenpiller vs Thomas J. Kissner	} Court of Common Pleas } Union County Ohio }
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This day again came the parties by their Attorneys, and also came the jury heretofore impaneled and sworn herein, and the said jury having heard the remaining evidence adduced, and the arguments of the counsel in part and the hour of adjournment having arrived, this cause was continued until tomorrow morning.

Court adjourned until 8³⁰ O'clock tomorrow morning

Thursday April 18th 1895 8³⁰ O'clock A.M.

Court Commenced at 8³⁰ O'clock A.M. pursuant to adjournment.
Present - Hon John A Price
Judge.

6880

6799 Edwin R. Kistenpiller } Court of Common Pleas
vs } Union County Ohio.
Thomas J. Kissenor }

This day again came the parties by their Attorneys, and also came the jury heretofore impaneled and sworn herein, and the said jury having heard the remaining argument of Counsel and the charge of the Court retired to their room in charge of the Sheriff for deliberation.

And now comes the 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 Six hundred - fifty three & 80/100 Dollars (\$ 653.80) Geo W. Kilber Foreman.

6659 H. N. Quigley } Court of Common Pleas
vs } Union County Ohio.
Chas P Gill }

This day this cause is settled by the agreement of the parties hereto as follows:

First - Both parties waive the trial by jury.
Second - The plaintiff agrees and consents that judgment be entered against him in the sum of \$ 2090, and for the costs of this action excepting the costs of the witnesses of to-day which are to be paid by the Defendant.

It is therefore considered and adjudged by the Court that the Defendant recover of the plaintiff said sum of \$ 2090 and the costs of the action excepting therefrom the fees of the witnesses of to-day.

6886

6704 Cyrus Zimmerman }
Receiver for Robert Kilbury et al } Entry, Confirming Sale:
vs }
Robert Kilbury et al }

On motion of the plaintiff and on his producing his Report, and return of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Receiver 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 Receiver (Cyrus Zimmerman) convey to the purchaser Thomas Walker and John Walker by deed according to law the property so sold.

Thursday April 18th 1896.

6880

Hannah H. Thomas }
vs }
William E. Thomas }
Court of Common Pleas
Union County Ohio.

This day this cause came on for hearing on the petition and the evidence. The defendant having been legally summoned by publication and having failed to appear, and on consideration thereof find that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceeding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of willful absence for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Hannah H. Thomas and William E. Thomas be, and the same hereby is, dissolved, and both parties are released from the obligation of the same.

It is further ordered and adjudged that the petitioner be, and she hereby is, restored to her maiden name of Hannah H. Dilsaver.

It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended taxed to \$

6886

Calvin C. Sewell, Guard. }
vs }
Susannah Sewell }
Court of Common Pleas
Union County Ohio.

On motion to the Court by the plaintiff and upon producing the return of the Sheriff and report of the Commissioner heretofore appointed herein, and the same having been examined by the Court and found in all respects correct and in conformity to law and the former order of this Court the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said Susannah Sewell have and possess the lands so assigned to her, as and for her reasonable dower in said premises; and that the other said parties hold, in severally the parts and premises so set off and assigned to each respectively.

It is further by the Court ordered and the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several put upon record in the office of the Recorder of this County. And it is further by the Court ordered that the costs of this action including a Counsel fee of \$148.22 to L. D. Piper Attorney for services herein taxed at \$217.23, be paid by said parties in the following proportions to wit:

Susannah Sewell	¹¹⁰⁷ / ₁₂₉₉	part	\$10.87
Susannah Sewell	² / ₃₆	"	11.47
James R. Sewell	⁵ / ₃₆	"	28.67
F. A. Sewell	⁹ / ₃₆	"	28.67
Alena B. Kavanaugh	⁷ / ₃₆	"	22.94
Margaret L. Hicks	⁷ / ₃₆	"	22.94
Jennie Sewell	⁷ / ₃₆	"	22.94
Lewis G. Sewell	⁷ / ₃₆	"	22.94
Fannie O. Sewell	⁷ / ₃₆	"	22.94
Nora G. Sewell	⁷ / ₃₆	"	22.94

and in default thereof that execution issue therefor.

Thursday April 18th 1896

6778
 Henry Ackerman } Court of Common Pleas
 vs } Union County Ohio.
 D. H. Kimball et al }

This day this cause came on to be heard on the question heretofore ordered to be determined by a jury and thereupon came the following named persons as jurors to wit: Charles Fox, J. W. Smith, Wm Biddle, Geo. W. Wilber, Wm King, Geo. Trapp, Stephen Long, Martin Eirick, J. W. Tobin, Samuel Gierist, Eloy Moore and Philip Ruperight, who were duly impaneled and sworn according to law.

And thereupon after hearing the evidence in part, the hour of adjournment having arrived this case was continued until tomorrow morning.

6778

6799
 Edwin R. Kotsimpeller } Court of Common Pleas
 vs } Union County Ohio
 Thomas J. Kissner }

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 overruled the same to which defendant excepted.

It is therefore considered by the Court that the said plaintiff recover from the said defendant Thomas J. Kissner the said sum of Six Hundred and Fifty three dollars and eighty five Cents as heretofore by the verdict of the jury found due him, with interest from the first day of this term of Court, together with his costs herein expended.

6803

6869
 Wm J. McAllister et al } Court of Common Pleas
 vs } Union County Ohio.
 D. L. Gordon et al }

Now comes the plaintiffs herein by their attorneys and the defendants being in default for answer and demurrer the Court find upon the petition and evidence that at the commencement of this action the plaintiff had the right of possession in the property described in the petition and that the defendants unlawfully withheld the same.

And the plaintiff waiving all damages for the said detention, it is therefore considered by the Court that the said plaintiff recover of the said defendants their costs herein expended taxed at \$

O.K.
 John A. Crice
 Judge

Court adjourned to 8³⁰ o'clock tomorrow morning.

Friday April 19th 1895

6674 Malancthon Worthington } Court of Common Pleas
vs } Union County Ohio.
Salomon H. Hilburg et al }

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

It is therefore considered by the Court that the said defendants go hence without day and recover from the plaintiff their costs herein expended.

6682 Frederick Kurt } Court of Common Pleas
vs } Union County Ohio.
John L. Thompson }

This cause came on for hearing this 19th day of April 1895 upon the motion of the Plaintiff for judgment upon the pleadings and entries for the amount claimed in his petition and the Court after hearing argument of counsel and upon due consideration overruled said motion, to which ruling Plaintiff then and there excepted.

Thereupon defendant moves the Court to dismiss this action which motion the Court overruled, to which last ruling the defendant then and there excepted.

Defendant then made application for leave to file an amended answer, which leave was granted by the Court, to which Plaintiff excepted.

6698 Lida Grams } Court of Common Pleas
vs } Union County Ohio.
Wm. D. Smodygrass Sheriff }

This day this cause came on for trial, and a jury having been waived, was submitted to the Court upon the pleadings and the evidence and arguments of counsel.

On consideration whereof the Court find on the issues joined for the plaintiff and find that the defendant is indebted to the plaintiff in the sum of One Hundred Dollars, and no motion having been made for a new trial;

It is therefore considered and adjudged by the Court that the plaintiff do recover from the defendant the said sum of One Hundred dollars and her costs herein expended taxed at 8¢ and execution is awarded therefor.

6788

Friday April 19th 1895.

Certificate for pay.
Sheriff's Office Union County Ohio.

Marysville Ohio April 20th 1895.

Hon John A Price Judge.

The Court charges for the April Term A.D. 1895; Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio.

To Wm A Snodgrass, Sheriff, Dr.

To serving Grand Jury venire - - - - -	\$4.00
To " " Petit " " - - - - -	\$4.00
To " " Grand " Witnesses - - - - -	\$1.20
To making 12 Copies Grand Jury Witnesses - - - - -	\$1.20
To 100 miles travel, Grand Jury Witnesses	\$8.00
To calling 12 Grand Jury Witnesses - - - - -	\$.60
To Joseph Lawrence Court Bailiff - - - - -	\$26.00
To Jesse Pearce Deputy - - - - -	\$26.00

Total - - - - - \$71.00

I hereby certify the above bill to be correct.

Wm A Snodgrass.

Sheriff of Union County Ohio.

To the Clerk of Courts 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.

6785
 E. R. Hotzempeller } Court of Common Pleas
 vs } Union County Ohio.
 Chas. Shirk et al }

This cause came on to be heard upon the pleadings of the parties and evidence, on consideration whereof the Court being fully advised in the premises finds the equity of the case to be with the plaintiff and that he is entitled to the relief prayed for in the petition.

It is therefore adjudged and decreed by the Court that the injunction heretofore granted in the case be and the same is hereby made perpetual. And it is further adjudged that the plaintiff recover of the defendants his costs herein expended taxed at - \$

Friday April 19, 1895

6586 State of Ohio }
vs }
Susan McGuire }

Court of Common Pleas
Miami County, Ohio.

This day it is ordered by the Court that this
cause be left off the docket.

6565

Court adjourned to 8:30 O'clock tomorrow morning

Saturday April 20th 1895 8:30 O'clock A.M.

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

The Russell Company } Court of Common Pleas
 vs } Union County Ohio.
 Thomas H. Botham et al }

This day the plaintiff came and submitted their motion in this case to consolidate the same with No. 6861 & 6866 The General Electric Company against said Thomas H. Botham & others.

Therefore the Court being fully advised in the premises hereby orders said case 6899 to wit The Russell Company against Thomas H. Botham and others to be consolidated with the said case 6861 & 6866 wherein The General Electric Company are plaintiffs and Thomas H. Botham and others are defendants in this Court.

6865 M. W. Hill } Court of Common Pleas
 vs } Union County Ohio.
 Elizabeth L. Dugan et al }

This day came the defendant The Otterbein University and the defendant Elizabeth and Dugan came not but made default herein and thereupon this case was submitted to the Court upon the pleadings and papers, and the Court being fully advised in the premises do find for said Otterbein University, and find that there is due the said university from the defendant Dugan the sum of Eight Hundred dollars with interest from February 18th 1890, at 8 per cent payable semi annually and the further sum sum of thirty two dollars with interest from February 18th 1890, and the Court further find that sums of money with the interest thereon as aforesaid is a mortgage lien on the premises in defendant's The Otterbein University Cross Petition described and being the same as described by Plaintiff's Petition - And the Court further find that the conditions of said mortgage to said University have been forfeited and the same has become absolute and the premises ought to be sold to pay said claim of said University.

It is therefore adjudged, ordered ^{by the Court} that said defendant ought or for ten days to pay said money thus decreed that an order of sale issue in this case directed to the Sheriff of Union County, Ohio, as Master Commissioner, Commanding him to sell said Land according to law and bring the proceeds into Court subject to the further order of this Court.

And the Court further find that the said mortgage Lien of said University is prior to and superior to the Lien of said plaintiff and for all other purposes this cause is continued.

Saturday April 20th 1895

Howard F. Killen Assignee } Court of Common Pleas
of Robert B. Kilbury. } Union County Ohio.

J. O. Smith & S. H. Chapman }
vs

This cause coming on to be heard on the petition of the plaintiff and the defendants J. O. Smith & S. H. Chapman, being in default for answer or demurrer, the Court finds that the allegations of said petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of Three Hundred & Thirty nine (\$339) Dollars with interest thereon at 8% from September 22nd 1888.

It is therefore ordered by the Court that the plaintiff recover from the said defendants the sum of \$517.31 being the amount with interest to this date, and for his costs herein expended.

General Electric Company } Court of Common Pleas
of Schenectady New York. } Union County Ohio.

6861

vs
Thomas H. Botham }

It appearing from the answer of the Village of Milford Center in Union County Ohio garnishee herein that it is indebted to the said Thomas H. Botham in the sum of Nineteen Hundred & Thirty Eight & 20/100 (1938.20) Dollars, on motion of the plaintiff it is ordered that said Village pay said sum to the Clerk of this Court within thirty days from the date of this order and that said garnishee be thereupon discharged.

6824

And it also appearing from the answer of the Village of Plain City Ohio garnishee herein that it is indebted to said Thomas H. Botham the amount at the time of said answer not being definitely known, on motion of the plaintiff it is ordered that said Village of Plain City pay to the Clerk of this Court within thirty days from the date of this order all money owing by it to the said Thomas H. Botham on the 29th day of January 1895 being the date of the service upon said garnishee, and upon payment that said garnishee be discharged.

6858

April 20th 1895

6866

General Electric Company }
 of Schenectady New York. }
 vs }
 Thomas H. Botham. }

Court of Common Pleas
 Union County Ohio.

It appearing from the answer of the Village of Milford Center in Union County Ohio, garnishee herein, that it is indebted to the said Thomas H. Botham in the sum of Nineteen Hundred & Thirty Eight - $\frac{20}{100}$ (1938.20) Dollars, on motion of the plaintiff it is ordered that said Village pay said sum to the Clerk of this Court within thirty days from the date of this order and that said garnishee be thereupon discharged.

And it also appearing from the answer of the Village of Plain City Ohio, garnishee herein, that it is indebted to said Thomas H. Botham, the amount at the time of said answer not being definitely known, on motion of the plaintiff it is ordered that said Village of Plain City pay to the Clerk of this Court within thirty days from the date of this order all money owing by it to the said Thomas H. Botham on the 29th day of January, 1895, being the date of the service upon said garnishee, and upon payment that said garnishee be discharged.

6824

John W. Dea }
 vs }
 John C. Reed et al }

Court of Common Pleas
 Union County Ohio.

This Case settled and Cost Paid - No record -
 Robinson & Woodburn, Atty for P. Off.

6858

The Michigan Mutual }
 Life Insurance Co. }
 vs }
 H. M. Warr et al }

Court of Common Pleas
 Union County Ohio.

This action is this day dismissed without prejudice, without record and at defendant's costs, and costs paid.

Appointment of Jury Commissioners

The State of Ohio,
Union County ss:

Court of Common Pleas,
Union County, Ohio.

6827

In accordance with the requirements of Section 3 of the Act passed April 23rd 1894, to provide for the appointment of Jury Commissioners in the several Counties of Ohio, Now therefore, I the undersigned, The Judge of the Court of Common Pleas of the Third Sub-Division of the Tenth Judicial District of Ohio do under and by virtue of the aforesaid Act, appoint the following named persons as Jury Commissioners for the County of Union, in the State of Ohio, as follows, to-wit:

Dr James Cutler, French W Thornhill, Marion Hopkins Ed Wesley A. Garrard, who shall be Jury Commissioners in said County of Union for the term of one year commencing on the fourth Monday of May A. D. 1895 and until their successors are appointed and qualified.

John A Price
Judge of Court of Common Pleas
in and for Union County Ohio.

It is ordered that the Jury Commissioners of Union County Ohio, appointed under the act of April 23rd 1894, at their meeting on the fourth Monday of May 1895, shall select to serve as jurors in said County for the ensuing year judicious and discreet persons having the qualifications of electors of said County to the number of One Hundred and Twenty, (120), said persons to be selected as nearly as may be from the several wards and townships in proportion to their respective population.

John A Price
Judge of Court of Common Pleas
in and for Union
County Ohio.

Charles McCurdy

6618

The New York Lake Erie
and Western R. R. Co

} Entry.

This day came the parties and settled this cause upon the following terms. The defendant paid the plaintiff the sum of One hundred and fifty dollars in full of all claims made in the petition and by agreement each party is to pay one half of the costs. No record.

6827 A.J. Rigdon } Entry
vs }
Harry Philbrook }

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser A.J. Rigdon 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 the Court coming now to distribute the proceeds of said sale amounting to Three Hundred and Twenty dollars it is ordered that the Sheriff out of the money in his hands pay;

- First: The costs of this action taxed at \$-
- Secondly: To the plaintiff A.J. Rigdon, the residue thereof amounting to \$- to be credited on his mortgage lien herein.

And thereupon Court adjourned to the 17th day of June 1895. at 9 o'clock in the forenoon.

Bellefontain Ohio June 6th 1895.

J. N. Kosmull Esq.
Clerk of Courts,
Marysville O.

Dear Sir:-

I am informed that counsel intend to file a writ of habeas corpus and I think it better to have a new jury drawn from the wheel for the adjourned term of your Court, which will commence on the 17th inst:

You may proceed in the usual manner to draw seventeen (17) names from the wheel, and have them summoned to appear as jurors on the 17th inst. -

Yours truly
John A. Price

Monday June 17th 10 o'clock A.M. 1895.

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

Venue.
To the Sheriff of said County, Greeting:

We command you that, without delay, you summon Frank L. Adams, Lewis Fuller, George Connor, Dell Got. John Longbrake, J.M. McElroy, Lester Clark, Jacob Temple Jr., Jesse B. Cunny, E.J. Freeman, Jason D. Chapman, David Wise, Wm. A. Tom, John Conly, Wm. Milligan, Harrison, Melick, Thomas Lockwood, to be and appear before the Court of Common Pleas within and for said County of Union at the Court House in Marysville, in said County, on Monday the 17th day of June A.D. 1895, at 10 o'clock in the forenoon, and so from day to day until discharged, then and there to serve as Petit Jurors: and how you shall execute this writ make appear to our said Court on the 17th day of June A.D. 1895: and have you then and there this writ.

Witness my signature as Clerk of our said Court at Marysville, this 7th day of June A.D. 1895.
J. N. Gosnell, Clerk.

Sheriff's Office, June 7th 1895. I received this Venue and served the same on the several persons therein named, at the times and in the manner placed opposite their names endorsed here as follows: Frank L. Adams, June 7th Postal, Lewis Fuller, June 7th Postal, George Connor, June 7th Postal, Dell Got, June 7th Postal, John Longbrake, June 7th Postal, J.M. McElroy, June 7th Postal, Lester Clark, June 7th Postal, Jacob Temple Jr., June 7th Postal, Jesse B. Cunny, June 7th Postal, E.J. Freeman, June 7th Postal, Jason D. Chapman, June 7th Postal, David Wise, June 7th Postal, Wm. A. Tom, June 7th Postal, John Conly, June 7th Postal, Wm. Milligan, June 7th Postal, Harrison, Melick, June 7th Postal, Thomas Lockwood, June 7th Postal.

Special Venue.

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

To Wm. G. Snodgrass, Sheriff of said County, Greeting:

We command you that you summon the following named persons, to wit: Luther Turner, Taylor Township, Oliver Shaw, Taylor Township, Emanuel Jarvis, Paris Township, Thadimus Wood, Paris Township, J.M. Honney, Paris Township, to be and appear before our Court of Common Pleas of the said County of Union forthwith at the Court House in Marysville in the year of our Lord one thousand eight hundred and ninety five, and so from day to day until discharged, then and there to serve as Petit Jurors in and for the said County, in the case of M. Thompson vs. B. V. Buffington, and have then and there this writ:

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court at Marysville, this 17th day of June A.D. 1895.
J. N. Gosnell, Clerk.

The following named Jurors were severally summoned by me, as within required, on the days and in the manner hereinafter specified: Luther Turner Taylor T.P. Served June 17th Personally, Oliver Shaw Taylor T.P. Served June 17th Personally, Emanuel Jarvis Paris T.P. Served June 17th Personally, Thadimus Wood Paris T.P. Served June 17th Personally, John Honney, Paris T.P. Served June 17th Personally.

Sheriff's Fees Copies 50 Mileage \$2.00 Service 50 Total \$2.00

Monday June 17th 1895

Wm. G. Snodgrass Sheriff Union County Ohio.

Court convened pursuant to adjournment, this morning at 9:30 o'clock A.M. Present Hon. John A. Price, Judge. Wm. G. Snodgrass, Sheriff.

Wm. Thompson

vs.

Enty.

B. V. Buffington } This day came the parties by their Attorneys at law came the following named persons as Jurors, to wit: Frank L. Adams, George Connor, Jacob Temple Jr., E.J. Freeman, Jason D. Chapman, David Wise, William A. Tom, John Conly, Harrison Melick, Thomas Lockwood, Luther Turner, J.M. Honney. and the trial proceeded the Jury having heard the evidence in part and the hour of adjournment having arrived this case was continued until tomorrow morning at 9 o'clock.

65-10.

No 6872.

No 6872.

No 6874.

Monday June 17th 1895

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

Wm. G. Snodgrass, Sheriff.
Attest. J. N. Gosnell Clerk

No 6872.
Ella M. Chandler
v.s.
Lotta C. Wall et al.

This day came on this cause to be heard upon the motion filed herein by W. W. Merchant to dismiss this action, was argued by counsel and submitted to the Court, and the Court after consideration overruling said motion.

No 6872.
Ella M. Chandler
v.s.
Lotta A. Wall et al.
Entry in Partition.

This cause came on to be heard upon the petition of Ella M. Chandler and the exhibits on consideration whereof, and it appearing to the satisfaction of the Court, that all the parties have had due notice of the pendency and demand of the said petition as required by law; and that the petitioner has a legal right and estate in the premises described in the petition, and as therein set forth - and no sufficient reason appearing, why Partition should not be made, it is ordered that by the Order of Stanton March, C. E. Lincoln and L. B. Osawny, three judicious, disinterested free holders of the vicinity, Partition be made of said lands in the following proportions to wit, To Ella M. Chandler, one equal fourth part, To Lotta C. Wall, one equal fourth part, To Mannie Davis one equal fourth part, To William L. Dines one equal fourth part. If the same can be done without manifest injury to the premises - and if in their opinion said division cannot be so made without manifest injury to the premises - then and in that case, they subdivide said premises into two or more tracts, and that they return the true value of each tract so subdivided, in money, to this Court, and it is further ordered that a survey be made of the premises in the petition mentioned, and the exact quantity of land ascertained, and that a writ of partition issue to the Sheriff of this County commanding him to make said partition, survey, and appraisement to be made in accordance with this order.

No 6784.
Lockey L. Davis
v.s.
Nathaniel Brooks et al.

This day this cause is settled as per the written agreement signed by the plaintiff and Nathaniel Brooks and filed with the papers in this case by which it appears that said Brooks pay the costs made by Defendants and the plaintiff pays the costs made by her in this case. In view by said agreement this cause is dismissed without record and it is ordered and adjudged that within thirty days plaintiff pay the costs she has made herein taxed to \$ and that defendant Nathaniel Brooks pay the costs made by defendants taxed to \$ and in default thereof that execution issue therefor according to law.

Monday June 17th 1895.

No. 5638. George Randall. v.s. Joseph Woodworth et al. Entry.

This day on motion of the Receiver - J. G. Bennett - heretofore appointed herein, the Clerk is ordered out of the money in his hands to pay the taxes assessed against the said Receiver, herein amounting to \$.

Brodrick for Receiver.

No. 6900. John G. Stall v.s. James B. M^{rs} Gray et al. Entry.

This day this cause came on for hearing on the petition and the evidence and the Court find that all of said defendants were legally served with summons herein and are in default for answer or demurrer to said petition. The Court further find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition, and that he had the legal estate in, and was entitled to the possession of, the same; that neither the defendants, nor any 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 John G. Stall to all and singular the premises in the petition described, to wit: Situate in the Village of New Dover, Union County Ohio, being all of Tr^l Lot Number thirty seven (37). For a more definite description of said Tr^l Lot reference is hereby made to the recorded plat of said Village in the office of the Recorder of said Union County, Ohio, &c. 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 John G. Stall, his heirs or assigns hereunto.

It is further ordered that the plaintiff pay the costs herein taxed at \$ and execution is awarded therefor.

Brodrick For Plaintiff.

No. 6877. The Michigan Mutual Life Insurance Company, Plaintiff. v.s. Edward Koffroth and Will J. Dusenbury, Defendants. In Common Pleas Court, Union County Ohio. Decree.

This day this cause came on for hearing on the petition, the amendment to the petition and the evidence, and the Court doth find that said defendant, Edward Koffroth, has been duly and legally served with summons herein, that said defendant, Will J. Dusenbury (an unmarried man) has duly and legally waived the issuing and service of summons on him in this action, and voluntarily entered his appearance herein - that said defendant James

Price has been legally served with summons herein that each and all of said defendants have had due and legal notice of the pendency of said action, and are each and all in default for answer, demurrer, or other pleading herein, and the Court doth find that the allegations contained in said petition and the amendments thereto are by each and all of the said defendants confessed to be true.

The Court further find that there is due plaintiff, The Michigan Mutual Life Insurance Company, on the unpaid notes described in the petition herein, and on the mortgage set up in said petition, as securing said notes, including interest to the first day of this term, to wit, the 8th day of April, A. D. 1895; the sum of Three thousand three hundred and seventy two (\$3372⁰⁰) and that said sum is entitled to bear interest from said 8th day of April, A. D. 1895, at the rate of seven per cent, per annum, payable semi-annually until paid. The Court further find that one Richard B. White, or or about the 25th day of April, 1887, he being then a widow, did execute and deliver to the plaintiff herein his certain mortgage deed of that date, in the manner, for the purposes, and on the real estate, as in the petition alleged; that said mortgage was filed for record on the 29th day of April, A. D. 1887, and was duly recorded in Lib. 24, P. 288, et seq. of the Mortgage Records of Union County, Ohio, and the Court further find that said mortgage, as well as the unpaid indebtedness herein before found due thereon, is, excepting taxes, the first and best lien on the real estate herein after described; and the Court further find that the conditions in said mortgage contained, have been broken and that said mortgage has become absolute. It is therefore ordered, adjudged and decreed by the Court, that unless the said defendants, 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 in this case, and to said plaintiff the sum of \$3372⁰⁰, with interest from the 8th day of April, A. D. 1895, at the rate of seven per cent, per annum, payable semi-annually, the defendants equity of redemption in the real estate hereinafter described, be forever foreclosed, and said real estate hereinafter described, shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County Ohio, directing him to appraise, advertise, and sell, said premises as upon execution, and bring the proceeds into this Court for further orders, the real estate upon which said mortgage is yet a lien, and which is hereby ordered to be sold is described as follows to wit: all those certain pieces or parcels of land situate in the Township of Clairborne, County of Union and State of Ohio known and described as follows to wit: Part of Virginia Military Survey Number 7009. Beginning at a stone line place of an Ash or Lynn) northwest corner to C. E. Barry's land in the Stony Point Gravel Road, thence with the northerly line of said land north seventy-three and one half (73 1/2) degrees east, one hundred and forty-three and one half (143 1/2) poles to a stake in the West line of John Steel's land, thence with said line North seventeen and one half (17 1/2) degrees West eighty-two (82) poles to a stake in the line of Elias Kyle's land, thence with said line and the line of Joseph N. Rodgers' land South seventy-four and one fourth (74 1/4) degrees West one hundred and five and seven tenths (105 7/10) poles to a stake corner to Joseph N. Rodgers' land, thence with the line of said land South to the center of the present channel of Fulton Creek, thence up said channel to the center of the said Stony Point Gravel Road, thence with the center of said road south to the south west corner of lands conveyed by Agency Wootline to Mary Hickey August 31st. 1880 thence

South to a stake in the East line of the lands conveyed by Phillip Plummer to Abraham Taylor, October 6th 1841, thence with said line North West ^{and} $12\frac{3}{4}$ degrees West to a stone (in place of a buckeye ^{and} water-buck) northeast corner to said lands, thence with the North line of said lands South eighty-three ^{and} $\frac{1}{2}$ ($83\frac{1}{2}$) degrees West seventy-six (76) poles to a stone (in place of a sugar tree and beech.)

North west corner to said lands, thence with the West line of the same South fourteen (14) degrees East sixty-four ^{and} $\frac{3}{100}$ ($64\frac{3}{100}$) poles to a stone corner to Elias ^{and} Julia Johnson's lands, thence with their North line North eighty-three ^{and} $\frac{1}{2}$ ($83\frac{1}{2}$) degrees East seventy-four ^{and} $\frac{2}{100}$ ($74\frac{2}{100}$) poles to a stone in the East line of said lands conveyed by Phillip Plummer to Abraham Taylor, thence with said line South West ^{and} $12\frac{3}{4}$ degrees

East nineteen ^{and} $\frac{7}{100}$ ($19\frac{7}{100}$) poles to the place of beginning, containing ninety-eight ^{and} one-half ($98\frac{1}{2}$) acres, more or less: excepting therefrom the following described tract: Beginning at a stone ^{and} double Elm tree, north east corner to lands of R. H. White, thence with his North line South seventy-six (76) degrees West fifty-three ^{and} $\frac{5}{100}$ ($53\frac{5}{100}$) rods to a stone ^{and} corner to Elias

Kyle's land: thence South twenty-six $\frac{1}{2}$ ($26\frac{1}{2}$) degrees, East forty-eight (48) rods to the center of Fulton Creek at the junction of the County ditch with the said Creek, thence with the center of said ditch South twenty ^{and} $\frac{1}{2}$ ($20\frac{1}{2}$) degrees West forty-three ^{and} $\frac{3}{100}$ ($43\frac{3}{100}$) rods to a stake in said White's South line, thence with White's South line North seventy-six ^{and} $\frac{1}{2}$ ($76\frac{1}{2}$) degrees East sixty-nine ^{and} $\frac{12}{100}$ ($69\frac{12}{100}$) rods to a stake in West line of a

fourteen (14) acre lot heretofore deeded to Elias Kyle, thence with the West line of the said fourteen (14) acre lot North fifteen (15) degrees East eighty-one ^{and} $\frac{4}{100}$ ($81\frac{4}{100}$) rods to place of beginning, containing twenty-eight ^{and} $\frac{5}{100}$ ($28\frac{5}{100}$) acres. Court adjourned until tomorrow morning 8:30 A.M.

No. 6924.

No. 65-10.

Tuesday June 18th 1895.

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

No. 66-10.

v.s. Entry.
B. V. Buffington.

This day again came the parties and their attorneys, also the jury heretofore impaneled and sworn herein and the said jury having heard the further evidence adduced the hour of adjournment having come the case was continued until Wednesday 8:30 o'clock in the forenoon.

No. 6882.

Court adjourned until tomorrow morning at 8:30 o'clock A.M.

Wednesday June 19th 1895.

Court convened pursuant to adjournment, this morning at 8.30 O'clock. A.M.

Present Hon John L Price Judge.

Anna. E. Perry. Plaintiff. } Union Common Pleas.
Against. } Action for Alimony.
Edward. C. Perry. Defendant. }

No. 6924.

On motion of the plaintiff herein by her Attorney and good cause being shown it is hereby ordered that she be allowed the sum of \$25. Twenty five dollars for the support and maintenance of herself and minor child during the continuance of this Action and that she be allowed the sum of Twenty five dollars as and for her expenses in conducting this Action.

It is therefore ordered that the said Edward C. Perry, defendant pay to the said Anna E. Perry or her Attorney J. B. Cole. the sum of \$25. dollars in 30 days from the entry of this order; and also the said sum of \$25. (Twenty five dollars) in 60 days from the entry of this order. and in default of any of such payments for three days, execution is allowed to issue therefor, until the further order of the Court.

Cyus. Atty for Deft.

Moses Thompson }
v.s. } Entry.
B. V. Buffington. }

No. 6510.

This day came the parties and their Attorneys, also the Jury heretofore impaneled and sworn herein and the said Jury having heard the further evidence adduced the hour of adjournment having come the case was continued until Thursday at 8.30 O'clock in the forenoon.

Cynthia. A. Marsh. } Court of Common Pleas
v.s. } Union County Ohio.
Erasmus C. Marsh. } Entry.

No. 6882.

This day came the said plaintiff and the defendant came not but made default herein and thereupon this cause came on to be heard upon the pleadings and evidence and the Court being fully advised in the premises finds for the Plaintiff and finds that the allegations of Plaintiffs Petition are true.

It is therefore ordered and decreed by the Court that the said Cynthia A. Marsh be and she is hereby divorced from her said husband the said Erasmus C. Marsh the herein and that she be restored to her maiden name Cynthia A. Griswold and that she pay the costs herein expended. Paid at \$ and that the said Erasmus C. Marsh be forever barred from asserting any claim to or interest in any property of the said Plaintiff Real or Personal which she now owns or may hereafter own in her own right.

Court adjourned until Tomorrow morning at 8.30 A.M.

Thursday June 20th, 1895.

Court convened pursuant to adjournment this morning at 8:30 o'clock A.M. Present
 Lydia E. Wolford Plaintiff. }
 Against. } Entry.
 Willis Wolford Defendant.

No. 6890.

No. 6926.

Now came the plaintiff and defendant having been duly served with summons and the 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 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 bona fide resident of the County of Union, and that the parties hereto were married, as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of willful absence for more than three years, and of gross neglect of duty, and that by reason thereof 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 Lydia E. Wolford and Willis Wolford Sr., and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education, and control of the said child of the parties hereto be, until further order, confided to the said Lydia E. Wolford exclusively. It is further considered by the Court that the said Lydia E. Wolford recover from the said Willis Wolford her costs herein expended: and execution is awarded.

Moses Thompson }
 v. }
 B. V. Buffington. } Entry.

No. 65-10.

This day again came the parties and their Attorneys: also the jury heretofore impaneled and sworn herein and the said jury having heard the further evidence adduced the hour of adjournment having come the case was continued until Friday 8:30 o'clock in the forenoon.

No. 65-10.

Court adjourned until Tomorrow morning at 8:30 A.M.

Friday June 21st 1895.

No. 6926.

Grant command pursuant to adjournment - this morning at 8.30 A.M. Present Hon. John A. Price Judge.
 Lillie M. Baker, Plaintiff. } In Court of Common Pleas.
 v.s. } Union County, Ohio.
 Albert M. Baker, Defendant. } Entry - Temporary Injunction.

On motion of the Plaintiff, by her Attorney, and good cause being shown therefor, it is ordered this 21st day of June, 1895, that an injunction be allowed to issue herein enjoining the said defendant from in any manner disposing of or incumbering the whole or any part of his real and personal property mentioned in Plaintiff's petition herein until the further order of this Court, and that Plaintiff be not required to give bond herefor.

John A. Price,
 Judge of Court of Common Pleas.

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

Court of Common Pleas.

In the matter of the appointment of The Board of County Visitors for Charitable and correction institutions supported by the County, - and it appearing to the Court that it is its duty under authority of sections 7916-600-7916-601- and 7916-602 of the revised Statutes of Ohio, to appoint said "Board, of Visitors" and it further appearing that vacancies, have occurred in said Board, by reason of the expirations of the terms of two members thereof to wit, Mrs Lillie Shuler, and J. P. Martin and one vacancy by the resignation of Mrs French Thornhill.

It is therefore ordered that Mrs Lillie Shuler, and J. P. Martin, be, and they are hereby appointed to serve for three years, from this date, and until their successors are appointed and qualified. And it is also further ordered that Mrs Georgie Guffy, of Richwood, be and she is hereby appointed a Member of the said Board in the place of Mrs French Thornhill resigned, to serve for two years from the date of this entry.

Done this 21st day of June A. D. 1895.

John A. Price, Judge.

No 6510.

Moses Thompson, }
 v.s. } Entry.
 B. V. Buffington, }

This day again came the parties and their Attorneys, at ten the Jury heretofore impaneled and sworn herein and the said Jury having heard the further evidence adduced the hour of adjournment having come the case was continued until Saturday 8.30 A'clock in the forenoon.

Court adjourned until tomorrow morning at 8.30 A.M.

Saturday June 22nd 1896

Court convened pursuant to adjournment this morning at 8.30 A.M. Present
 Moses Thompson. }
 v.s. } Entry
 B. W. Buffington. }

65-10

Hon John A Price Judge

This day again came the parties and their Attorneys also the
 Jury heretofore impanelled and sworn herein and the said Jury having heard the
 further evidence adduced the hour of adjournment having come the case was continued
 until Monday morning at 10 o'clock in the forenoon.

No. 6872.

No. 6883.

Court adjourned until Monday morning at 10 o'clock A.M.

Monday June 24th 1895

Court convened at 10 o'clock A.M. pursuant to adjournment.

Present Hon. John A. Price Judge.

No. 6872. Ellen M. Chandler } Common Pleas Court, Union County, Ohio.
v. } Entry on Cross Petition of
Lotta A. Wall et al. } Sarah A. Armstrong.

This day this cause coming on to be heard on the Cross Petition and Evidence of the defendant Sarah A. Armstrong against the defendants Lotta A. and Frank D. Wall one each in Court, and that the allegations of the Cross Petition and confessed by them to be true, and that there is due to the defendant Sarah A. Armstrong from the defendants the said Lotta A. and Frank D. Wall on their promissory note attached and set forth therein with interest from June 15th 1895, the sum of Twelve Hundred and one ⁰⁰/₁₀₀ Dollars the Court further find that to secure the payment of said promissory note the defendants Lotta A. and Frank D. Wall, duly executed and delivered to the defendant Sarah A. Armstrong their certain deed of mortgage, as in her Cross Petition set forth on their undivided one-fourth (1/4) interest and that it was duly recorded as alleged, that it is the first and best lien on the undivided one-fourth (1/4) interest of the said Lotta A. and Frank D. Wall, and the Court therefore orders that the amount of the judgment of the said Sarah A. Armstrong against the defendants Lotta A. and Frank D. Wall be paid out of the fund arising from the sale of their undivided one-fourth (1/4) interest.

No. 6883. Com. Mutual Life Ins. Co. } Common Pleas Court.
v. } Union County, Ohio.
George Piersol et al. } Entry on Cross Petition of Abbie Piersol.

This cause coming on to be heard on the Cross Petition of the defendant Abbie Piersol and the evidence, the Court find that the defendant George Piersol is in default for answer and demurrer and that the allegations of the Cross Petition are thereby confessed by him to be true, and the Court find that there is due to the defendant Abbie Piersol from the defendant George Piersol on the two notes set up in her Cross Petition including interest to the 17th day of June 1895, the sum of Thirteen Hundred and Sixteen (\$1316⁰⁰) Dollars, and the mortgage herein set forth was given to secure the payment of said promissory notes, and that it is a valid lien on said premises and that the conditions contained therein have been broken. It is therefore considered by the Court that the defendant Abbie Piersol, recover from the defendant George Piersol (the co-defendant) the said sum of \$1316⁰⁰ and that said lands be sold as prayed, and that the defendant Abbie Piersol be paid.

Monday June 24th 1895

65-10.

Moses Thompson.

vs.

B. V. Buffington.

Entry

This day again came the parties and their Attorney's also the jury heretofore impaneled and sworn herein and the said jury having heard the further evidence adduced the hour of adjournment having come the case was continued until Tuesday at 8.30 O'clock in the forenoon.

65-10.

State of Ohio Union County, S.S.

To the Hon. the Judge of the Court of Common Pleas of said County, I W^m G. Snodgrass Sheriff of said County hereby appoint Jesse F. Pearce of Mansville Ohio to be one of my deputies: The said Jesse F. Pearce is a duly qualified elector of said County, and is not a Justice of the Peace or Mayor. And I respectfully that his appointment as Deputy Sheriff be approved. This June 24th 1895.

W^m G. Snodgrass.

Sheriff of Union County Ohio.

The above named appointment of said Jesse F. Pearce to be Deputy Sheriff is hereby approved.

John A. Price

Judge of Court of Common Pleas.

Court adjourned until tomorrow morning at 8.30 O'clock. A.M.

Wednesday June 26th 8:30 O'clock A.M. 1896.

Court resumed pursuant to adjournment this morning at 8:30 A.M.

Present Hon John A Price Judge.

65-10. Wm's Thompson, } Court of Common Pleas
v.s. } Union County Ohio.
B. W. Buffington.

This day again came the parties and their Attorneys, also the jury heretofore impaneled and sworn herein and the said jury having heard the remaining testimony adduced and the arguments of Counsel in part, the hour of adjournment having arrived the case was continued until 8³⁰ O'clock tomorrow morning.

65-10.

Court adjourned until tomorrow morning at 8³⁰ A.M.

Thursday June 25th 8.30 o'clock A.M. 1895.

Court convened pursuant to adjournment this morning at 8.30 A.M.

Present Hon John A. Rice, Judge.

Moses Thompson, }
v.s. } Entry.
B. W. Buffington. }

6510.

This day again came the parties and their Attorneys also the jury heretofore impaneled and sworn herein and the said jury having heard further arguments of Counsel the hour of adjournment having arrived the case was continued until 8 o'clock tomorrow morning.

Court adjourned until tomorrow morning at 8 o'clock A.M.

Friday June 28th 1895.

No. 6510. M. Thompson. } Court of Common Pleas
 v.s. } Union County Ohio.
 B. V. Buffington }

This day again came the parties and their Attorneys, also the jury heretofore impaneled and sworn herein, and the said jury having heard the remaining argument and the charge of the Court retired to their room in charge of the Sheriff for deliberations. (Saturday June 29th 1895) And now comes the Jury into open Court with their verdict in writing signed by their foreman and say (Copy Verdict) We the Jury being duly impaneled, sworn and affirmed, find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendant at the sum of Twenty Five Hundred Dollars. Dated 29th of June 1895

Luther Turner. Foreman.

No. 6553. Polly Ann Powell. Plaintiff. } Court Common Pleas,
 v.s. } Union County Ohio.
 Dorothy B. Gole Adm. Defr. } No. 6553.

By agreement of parties this cause is settled and dismissed at cost of the Plaintiff.

No. 6883. The Comm. Mutual Life Ins Co. Plff. } Entry
 v.s. }
 George Piersol, et al Defr. }

On motion of the Plaintiff, and on producing the return of the Sheriff of the sale made under the former order of this Court, and the Court, on careful examination of the proceedings of 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, Abbie C. Piersol, by deed, according to law, the property so sold: and the said purchaser is hereby subrogated to all the rights of the said lien holder, in said premises, 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 by the Plaintiff 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 \$2375⁰⁰ it is ordered that the Sheriff out of the money in his hands pay First. To the Treasurer of this County the Taxes penal and interest against said property to wit the sum of \$44⁴⁶ Secondly the costs of this action, taxed at \$ Thirdly To the Plaintiff The Commercial Mutual Life Insurance Company the amount heretofore found due with interest to wit the sum of \$1853⁴⁰ Fourthly: To the defendant Abbie C. Piersol the amount heretofore found due her with interest, to wit, the sum of \$1316 And if there is not remaining in his hands sufficient to pay this last amount, then he shall apply whatever balance he may have thereon, after the payment of the first three items above mentioned, as a credit upon the amount due the said Abbie C. Piersol from the defendant George Piersol. And there still remaining due to the said Abbie C. Piersol, the sum of \$ it is considered, that she recovers the same from the defendant George Piersol and Execution is awarded therefor.

6781.

Saturday June 29th, 1895.

Marysville, Ohio. June 29th, 1895 Union County.

Due account with Smith & Doney To 26 meals at 85¢. \$9.10 June 28th, 1895. Approved and ordered paid.
John A. Price, Judge.

Certificate For Pay.

Sheriff's Office, Union County, Ohio.

Marysville, Ohio. June 29th, 1895.

To Hon John A. Price, Judge.

The Court charged for the April Term, A.D. 1895. Union County Common Pleas, are due for services rendered and are as follows.

Union County Ohio.

To Wm. H. Snodgrass, Sheriff. Dr.

To Serving Special Jury Venue	\$ 4.00
To Summoning Special Jurors 25 miles	\$ 2.00
To Joseph Lammance Bailiff	\$ 2.60
To Jesse Pearce Deputy	\$ 2.60
Total	\$ 11.20

I hereby certify the above bill to be correct.

Wm. H. Snodgrass, Sheriff of Union County Ohio.

To the Clerk of Courts, 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.

E. C. Steasons & Sons.

v.s.

Cause No. 6781.

William Woodworth et al.

This day this cause came on to be heard on the motion of plaintiff, to require the defendant William Woodworth to make his answer and cross-petition more definite and certain in certain particulars mentioned in said motion which motion being argued by counsel and submitted to the Court, was sustained by the Court, and therefore leave is granted to said defendant to amend his answer and cross-petition in forty days from the 29th day of June 1895, and cause continued.

Saturday June 29th 1895.

6680.

Hester Clark et al.

vs.

Rebecca Milligan et al.

Entry.

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 duty executed to convey said premises to the purchaser Harry B. Clark free from any donor estate. It is further ordered that out of the proceeds of the said sale the Sheriff pay First: To the Treasurer of Champaign County Three and 1/2 Dollars, being Taxes due on said premises in that County.

Second: To the Treasurer of Union County. Dollars. being due on said premises in that County.

Third: To the Clerk of this Court the costs of this action, including a Counsel fee of \$112.⁰⁰ to John M. Brodick and a Counsel fee of \$112.⁰⁰ to Leonidas Piper for their services herein, taxed at \$.

Fourth: To the defendant Margaret Ann Jenkins the amount due her under said Will of Samuel Milligan, deceased, amounting to \$50.⁰⁰

Fifth: The residue of said proceeds are to be held to await the further order of the Court herein. As to all other matters this cause is continued, with leave to plaintiff to reply within 30 days.

No 6819.

Myrtle D. Yarrington.

vs.

William H. Yarrington.

Common Pleas Court.

Union County Ohio.

Entry.

This day this cause coming on to be heard on the Petition and the evidence, the Court find that the defendant has been duly summoned by publication and that he has failed to appear and that he is in default for answer and demurrer to said petition and find that the allegations are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of "Gross neglect of duty" and the "Procurement of a divorce without this State" 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 Myrtle D. Yarrington and William H. Yarrington be and the same hereby is dissolved and both parties are released from the obligation of the same. It is further ordered that the Care, Custody, Control and Education of the said child of the said parties hereto be until further order Confided to the said Myrtle D. Yarrington, exclusively. and that it is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable Alimony in money the sum of Five Hundred Dollars, payable in Cash within Ten days from the date of this decree, and in default of such payment execution is allowed to issue, therefor.

No 6892.

6778.

Saturday June 29th, 1895.

No 6892.

Laura E. Minelli, }
 vs } Entry.
 Frank P. Minelli. }

Now came the Plaintiff, and the Defendant having been duly served with Summons and a Copy of the Petition herein, and also 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 this cause coming on to be heard on the Petition and the evidence, and on consideration thereof, the Court find that the Plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at 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 allegations in the Plaintiff's petition are true, and that the defendant in order to escape the consequences of a criminal proceeding and without any intention of consummating the marriage went through the ceremony with the Plaintiff and never did consummate said marriage, and that the defendant has been guilty of great neglect of duty to the Plaintiff in that he has not lived with her as provided for her in any manner recognized, or performed any of his duties as a husband.

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 between said Laura E. Minelli and Frank P. Minelli be and the same is hereby dissolved and annulled, and both parties are released from the obligations of the same.

It is further ordered that the petitioner be and she is hereby restored to her maiden name of Laura E. Gruber.

It is further considered by the Court that the said Plaintiff recover from the said defendant her costs herein expended.

6778.

Henry Ackerman Plaintiff } Court of Common Pleas
 vs } Union County Ohio.
 L. H. Kimball, & Milo Kimball, }
 Defendants. }

This cause coming on for hearing on the motion of the defendants for a new trial, the Court, on consideration, overruled the same. It is therefore considered by the Court that the said Henry Ackerman recover from the said L. H. Kimball and Milo Kimball the said sum of (\$419.⁷⁴) Four Hundred and Nineteen ⁷⁴/₁₀₀ Dollars, with interest at 8% beginning April 8th, 1895 as heretofore found due him. Leave was granted the defendants to prepare bill of exceptions in Fifty days from June 29th, 1895; on the expiration of which time execution to issue on the aforesaid judgment and the Journal of the Court to be kept open according to law.

Saturday June 29th 1895.

6872. Ella M. Chandler
vs
Lottie A. Wall et al.
In Partition.

On motion to the Court by F. F. Arthur Attorney for the plaintiff and upon producing the proceedings of the Sheriff and the report and proceedings of the Commissioners, herein before 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 thereupon neither of the parties electing to take said estate at the valuation thereof, as returned by said Commissioners, on motion of the Counsel for plaintiff, it is ordered by the Court that the lands and tenements in the petition mentioned and as surveyed in Parcels, be sold at public Auction, at the door of the Court House in said County of Union, by the Sheriff of this County according to the statute in such case made and provided free from down interest, 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 to be secured by mortgage upon the premises.

6510 Moses Thompson
vs
B V Buffington
Entry

This day came the parties to this case & also their attorneys and this case came up for trial, and thereupon came a Jury to wit, Frank de Adams, George Connor, Jacob Temple Jr & J Freeman, Jason D Chapman, David Wise, William Acton, John Banley, Harrison Mellick, Thomas Goodwood, Luther Turner & J M Honey, who were duly impaneled & sworn according to law a true verdict to find upon the issues joined between the parties and after hearing the evidence & the arguments of Counsel & the charge of the Court, the said Jury went out in charge of the Sheriff to their Room & after full deliberation the said Jury returned into Court & brought with them their verdict & submitted the same to the Court which is in the words following to wit -

We the Jury being duly impaneled sworn & affirmed find the issues in this case in favor of the Plaintiff and assess the amount due to the Plaintiff from the Defendant at the sum of Twenty five hundred dollars which verdict was signed by Luther Turner Foreman

Thereupon the Defendant made a Motion to set aside said verdict & for a new trial for reasons on file & therefore this cause was continued
Robinson & Woodburn

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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 April A. D. 1895, was begun on the second Monday the 8th day of April and continued from day to day by regular adjournment until the 29th day of June A. D. 1895, and is now adjourned without day.

Attest.

J. N. Gannell, Clerk of the Court of Common Pleas of Antrim County Mich.

6891

6929

Vacation.

6891. J. R. Guy. } In Union Common Pleas.
v.s. }
Mary. Bruggemyer et al. } Entry.

Leave having been first obtained, Amended Petition is hereby filed.

Dated July 5th 1895.

Order of Injunction

6929. George Pearce, Plaintiff. } Before the Probate Judge.
v.s. }
John L. Boylan and John } Motion for Temporary Injunction in the Court of
Miller. Defendants. } Common Pleas, Union County Ohio.

And now, on this Sixth day of July 1895 came the plaintiff, by Mess. Robinson and Woodburn, his Attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the Affidavit therein filed, and after hearing the argument of Counsel, and being fully advised in the premises, it is considered and ordered, that a temporary injunction be, and the same hereby is, allowed in this case to restrain the said defendant John L. Boylan from further Prosecuting his Action of forcible detainer against George Pearce before W. W. Adair, a Justice of the Peace of Union Township, Union County Ohio, until the further order of said Court, as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiff, giving an undertaking to the said defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of \$2000.

James M. Campbell, Probate Judge.

Certificate of Copy.

The State of Ohio, Union County, v.s.

I James M. Campbell sole Judge and ex-officio Clerk of the Probate Court, within and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct Copy of the original Order of Injunction now on file in said Probate Court in the cause.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Marysville this 6th day of July 1895.

Dated July 8th 1895.

6926.

Sattie M. Baker, Plaintiff.
v.s.
Albert M. Baker, Defendant.

In Court of Common Pleas,
Union County Ohio.
Entry.

This cause coming on for hearing this 9th day of July, 1895 before the Judge of said Court at chambers upon the motion of defendant to modify the temporary injunction heretofore granted and upon the motion of plaintiff to be granted temporary custody of her children named in her petition, the said Judge, after hearing evidence and argument of Counsel upon said motions and upon due consideration, orders that the injunction heretofore granted be so modified as to permit defendant to dispose of his wheat and oats crops that are growing upon lands other than those of plaintiff and defendant and five-sixths of the wheat and oats crops that are growing upon their joint lands, the remaining sixth thereof to be rendered to plaintiff as Landlord's share because of her legal title to half of said lands.

It is further ordered by said Judge that plaintiff have the custody and control of her said children, Pearl, Bertha & Grace, until this cause be finally determined, and that the defendant be permitted to see and talk with said children at ^{and} for a reasonable time once a week during the pending of this cause.

Dated July 11th 1895.

6928.

Clarence Stice,
v.s.
Alexander Smith

Cause No. 6928.

July 16th 1895 this day this cause is settled by the parties, and costs paid. No Record to be made.

Dated July 16th 1895.

State of Ohio }
Union County }

Marysville Ohio August 9th 1895
Court of Common Pleas

It is ordered that the Clerk of the said Court shall between the hours of ten O'clock in the forenoon and twelve O'clock Noon on the fourth Monday previous to the sitting of the Court of Common Pleas in said county to wit on the 12th day of August A.D. 1895 in the presence of the Sheriff proceed in accordance with the Law in such Cases made and provided, to draw from the Jury Wheel, Fifteen Names of persons to serve as Grand Jurors and Eighteen names of persons to serve as Petit Jurors and shall forthwith issue Venue for the said Jurors so drawn to be and appear before said Court on the first day of the Term thereof to wit on the 9th day of September A.D. 1895 at ten O'clock in the forenoon of said day.

John A. Price
Judge of Court of Common Pleas

John Edwards }
vs }
G P Liggitt et al }

Case No 6922
Entry

Office of the Clerk of the Court of Union County Ohio

June 29th 1895 This day came the defendants and paid off their
claim of \$ 128.⁶⁷ and the costs in this action and the same was dismissed by
the plaintiff No Record J. N. Hornell Clerk

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Veri-ge-ry Jury:

The State of Ohio, Union County ss:

Sheriff's office August-12th A.D. 1896:

On the 12th day of August-A.D. 1896, I received this Veri-ge-ry 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: "Grand Jury:"

	Name	How served	How served
1	J. C. Hartshorn	Aug. 12	Postal Card.
2	J. J. Scott	" "	" "
3	D. E. Liggitt	" "	" "
4	Nathanial Herington	" "	" "
5	Frank Miller	" "	" "
6	Benjamin Rogers	" "	" "
7	Wm J. Hershman	" "	" "
8	John Harris	" "	" "
9	George W. Harris	" "	" "
10	Charles Wisheale	" "	" "
11	Norton Kirk	" "	" "
12	D. J. Parsons	" "	" "
13	D. K. Anthony	" "	" "
14	Daniel Biglow	" "	" "
15	Isaac Buntington	" "	" "

Petit Jury:

1	J. M. Cameron	" "	" "
2	M. M. Selby	" "	" "
3	W. C. Hoskins	" "	" "
4	Sylvanus Bellbill	" "	" "
5	Harrison Laughery	" "	" "
6	Chester Cox	" "	" "
7	Wm Tway	" "	" "
8	Cliff Darling	" "	" "
9	Charles Hannumatt	" "	" "
10	Alex Howland	" "	" "
11	George Reams	" "	" "
12	Jeremiah Rinkhart	" "	" "
13	Edward Dilsaven	" "	" "
14	Erna Piersol	" "	" "
15	Albert Adams	" "	" "
16	Richard Ouster	" "	" "
17	Louis C. Beem	" "	" "
18	Andrew Batis	" "	" "

Wm J. Snodgrass Sheriff of Union County Ohio.

Monday September 9th 1895. at 10³⁰ A.M.

The State of Ohio
Union County ss

The separate session of the Court of Common Pleas of the 10th Judicial District and the 3^d Sub-division of the State of Ohio, within and for the County of Union for the term of September in the year of Our Lord, One Thousand Eight Hundred & Ninety Five, held in the Court House in the City of Mansfield, County of Union, State of Ohio, was begun on the 9th day of September in the year aforesaid.

Present

Hon. John A. Price

Judge of the Court of Common Pleas of the 3^d Sub-division 10th Judicial District of Ohio.

Wm. H. Snodgrass Sheriff

Union County Ohio.

Attest

J. N. Hosnell

Clerk of the Court of Common Pleas of Union County Ohio.

The Venire fascias for a grand jury heretofore issued and returnable this 9th day of September at 9 O'clock A.M. was duly returned by the Sheriff, with his endorsements thereon as follows to wit:

August 12th 1895; served the within named jurors as follows to wit: The State of Ohio, Union County ss:

On the 12th day of August A.D. 1895, 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 under-
signed hereon as follows: Wm. H. Snodgrass Sheriff.

- | | | | |
|----|----------------------|------------------------------|----------------|
| 1 | Hartshorn J. C. | Served Aug. 12 th | By Postal Card |
| 2 | Scott J. J. | " " | " " " |
| 3 | Liggitt D. E. | " " | " " " |
| 4 | Herrington Nathaniel | " " | " " " |
| 5 | Miller Frank | " " | " " " |
| 6 | Rogers Benjamin | " " | " " " |
| 7 | Hershman Wm. T. | " " | " " " |
| 8 | Harris John | " " | " " " |
| 9 | Harris Geo. W. | " " | " " " |
| 10 | Michaels Charles | " " | " " " |
| 11 | Kirk Norton | " " | " " " |
| 12 | Parsons D. F. | " " | " " " |
| 13 | Anthony D. R. | " " | " " " |
| 14 | Biglow Daniel | " " | " " " |
| 15 | Bungartner Isaac | " " | " " " |

And upon calling the same in open court, all of the above named jurors to wit: J. C. Hartshorn, J. J. Scott, D. E. Liggitt, Nathaniel Herrington, Frank Miller, Benjamin Rogers, Wm. T. Hershman, John Harris, George W. Harris, Charles Michaels, Norton Kirk, D. F. Parsons, D. R. Anthony, Daniel Biglow and Isaac Bungartner answered to their names and the panel being full the

Monday Sept: 9th 1895:

Court appointed J. J. Scott Foreman of the Grand Jury, and he with his fellow-jurymen took the oath in the manner and form as prescribed by law and the said jury being instructed by the Court in relation to their duties, were conducted to their room by the Deputy Sheriff.

The following named persons compose the Grand Jury to wit: (1) J. C. Harishorn, (2) J. J. Scott, (3) D. E. Biggins, (4) Nathaniel Harrington, (5) Frank Miller, (6) Benjamin Rogers, (7) Wm. J. Kershman, (8) John Harris, (9) George W. Harris, (10) Charles Michaels, (11) Norton Kirk, (12) D. T. Parsons, (13) D. K. Anthony, (14) Daniel Biglow, (15) Isaac Bumgarner.

Afterward Frank Miller being excused by the Court on account of sickness the said Court appointed J. P. Hyth to fill the vacancy.

The Union Banking Co. }

6958

W. S. Rogers et al }

Entry:

This day came the plaintiff by J. H. Kinrade Attorney, and filed its Petition against said defendants and thereupon A. B. Robinson an Attorney at law of this Court, by virtue of a Warrant of Attorney for that purpose duly executed by said defendant, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants herein and acknowledged 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 indebtedness, in the sum of Eight hundred and sixteen & 5/100 Dollars bearing interest at 8 per cent 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 "The Union Banking Company Plaintiff do recover of the said W. S. Rogers John A. Green, D. S. Crider & R. Sudduth defendants the sum of Eight hundred and sixteen & 5/100 Dollars, so confessed, as aforesaid with interest from September 9th 1895 at 8 per cent per annum, and also costs in its 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.

6959

6821

6839

Monday Sept 9th 1896

6959
A. S. Mowgridge }
vs }
S. D. Baird et al } Entry

This day came the plaintiff by John M. Brodick his Attorney, and filed his petition against said defendants, and thereupon W. W. Merchant 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, - prom shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the Plaintiff as he has in his petition alleged by virtue of said Warrant of Attorney confessed that there was due from said defendants to said plaintiff on said indebtedness, the sum of Three hundred and Thirty Two & 7/100 Dollars bearing interest at 6 1/2 per cent. 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 A. S. Mowgridge plaintiff do recover of the said S. D. Baird Ed Moses Baird Defendants the sum of Three hundred Ed Thirty Two & 7/100 Dollars, so confessed, as aforesaid with interest - from September 9th 1896, at 6 1/2 per cent. 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 proceeding and all proceedings, petitions and writs of error thereon, are by said Defendants waived and released.

6821.
Chas. A. Rodabaugh et al. }
vs }
Charles Cornell. et al. } Entry

This day came the plaintiffs and dismissed this cause without prejudice. Wherefore it is considered and adjudged by the Court that the defendants recover of the plaintiffs their costs herein expended taxed to \$ No record to be made of the case.

6839.
W. C. Fullington Surviving partner &c. }
vs }
Thomas Phillis et al. } Entry

This day by consent of all partners this cause is continued under former order.

Monday Sept. 9th 1895.

6961 }
 The Champaign National }
 Bank of Urbana Ohio. } Judgment-Entry.
 vs }
 John J. Meff & Elsie M. Meff }

This day came the Plaintiff by its attorney: also appeared in open Court for and on behalf of said defendants, 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 Sixteen Hundred & Sixty Dollars and Fifty cents being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of Sixteen Hundred & Sixty Dollars & Fifty cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 26th day of June A.D. 1895; And also costs herein expended taxed at \$

6931 }
 Dora B. Miller, Minor by }
 William M. Elroy her Guardian-Plaintiff } Filing Answer.
 vs. }
 Emma Bourne et al. Defendants }

This day came the defendants by their Attorneys and moved the Court for leave to file Answer herein. Whereupon the Court being fully advised on the premises do grant such leave to file Answer instantly and answer filed.

6962. }
 The State of Ohio. } Entry.
 vs. }
 Frank Holycross. }

This day on Motion to the Court by the defendant by his oath the Court being fully advised in the premises did reduce the bond in the above case to \$200 and the Clerk of this Court is authorized to accept a bond with sufficient surety for said amount from said defendant, and upon the execution thereof of said defendant to be released from Custody.

Monday Sept 9th 1895

The Michigan Mutual
Life Insurance Company.

6877

vs

Edward Koffroth et al

In the Common Pleas Court,

Union County, Ohio.

Entry:

This day this cause came on to be heard on the motion of the Plaintiff to confirm the sale of the real estate heretofore made herein, and on Plaintiffs producing the return of the Sheriff of the said 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 in fee simple, according to law, the property so sold, including all the right, title and interest of each and all of the defendants in and to said real estate; 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 its 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 and 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 thousand one hundred & thirteen ⁰⁰/₁₀₀ (\$2113⁰⁰/₁₀₀) dollars, it is ordered that the Sheriff, out of the money in his hands pay:-

First; to the Treasurer of this County, the taxes, penalty and interest against said property, to wit: the sum of \$32⁷⁹/₁₀₀.

Secondly; the costs of this action to wit: \$64⁰⁰/₁₀₀.

Thirdly; To the Plaintiff, The Michigan Mutual Life Insurance Company, the balance of the money remaining in his hands, to wit, the sum of \$2016⁶⁴/₁₀₀, to be applied as a credit upon its decree herein.

And there still remaining due plaintiff on its decree herein the sum of \$1482³⁶/₁₀₀ execution is awarded therefor.

Court adjourned To 8³⁰ o'clock Tomorrow morning.

Tuesday Sept 10th 1896

Court convened pursuant to adjournment.

Present - Hon John A. Price

Judge.

6804.

6847.

W^m Knightingale
v.s.
Ashley Knightingale

Entry.

This day the defendant asked and obtained leave of the Court to file answer herein and answer filed.

6989.

Lytle Bastow & Co.
Against
D. A. Savage.

6962.

This day this case came on to be heard and the defendant came not but made default herein and thereupon this case was submitted to the Court on the Pleadings and evidence and the Court being fully advised in the premises finds for Plaintiff and against the Defendant and find there is due Plaintiff from the Defendant the sum of Four Hundred and thirty four & ⁶³/₁₀₀ Dollars and that Plaintiff ought to recover of the said Defendant said sum of Four Hundred and thirty four & ⁶³/₁₀₀ dollars. It is therefore considered, ordered and adjudged by the Court that the Plaintiff recover of the Defendant said sum of Four Hundred and thirty four & ⁶³/₁₀₀ dollars and three costs herein expended taxed at \$.

6915.

Maggie Graham
v.s.
Albert Graham

Entry.

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 the defendant in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by defendant to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of 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 Maggie Graham and Albert Graham be, and the same hereby is dissolved, and said plaintiff restored to her maiden name of Maggie Jones and both parties are released from the obligations of the same, and that the defendant pay the costs of this suit taxed at \$ in ten days or that execution issue therefor.

Tuesday Sept 10th 1890.

6804. }
 Nora M. Gordon }
 vs. } Entry.
 Carrie A. Harriott }

The defendant having withdrawn all charges of immoral conduct on the part of the plaintiff, this cause is by the parties dismissed, each part to pay the cost by them made.

6962. }
 Fannie Frank Admins. Plaintiff } Court of Common Pleas.
 Against } Union County Ohio.
 E. P. Sampsell & Mary A. Sampsell. Defs. } Judgment by Confession for \$ 443.⁴⁷/₁₀₀

This day came the Plaintiff by F. A. Green her Attorney, and filed her Petition against said Defendants, and thereupon W. W. Merchant 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, sworn shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendants, waived the issuing and service of process, entered the appearance of said Defendants herein, and acknowledging that said Defendants did owe and were indebted unto the Plaintiff as 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 Four Hundred Dollars, bearing interest at 8 per cent, 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 Mrs Fannie Frank Admins Plaintiff do recover of the said E. P. Sampsell and Mary A. Sampsell Defendants the sum of Four Hundred and Forty three ^{and} ⁴⁷/₁₀₀ Dollars so confessed, as aforesaid, with interest from September 10th 1890 at 8 per cent, per annum, and also costs in her behalf expended taxed to them, and by virtue of said Warrant of Attorney all errors in this action, judgment and proceedings, and all proceedings, petitions, and writs of error thereon are by said Defendants waived and released.

Therupou Boat - adjourned until 8³⁰ o'clock tomorrow morning.

Wednesday Sept 17th 1896

6856:

Katie B. Robins.

vs.

Charles B. Robins.

Entry.

Now come the plaintiff and the defendant having been legally summoned by publication and having failed to appear. The Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next 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 for more than three years of wilful absence - 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 Katie B. Robins and Charles B. Robins be, and the same hereby is, dissolved, and both parties are released from the obligations of the same. It is further ordered that the plaintiff pay the costs of this proceeding.

6494

6944

6896

Thursday Sept. 13th 1895 at 8³⁰ O'clock A.M.

Court-continued pursuant to adjournment at 8³⁰ O'clock A.M.

Present Hon John A Price
Judge.

6494 Lacy Snodgrass }
vs }
Melissa Converse et al } Entry.

This day this cause coming on to be heard and it appearing to the Court that the Estate of Perry Douglass has been fully settled and that the Administrator has filed his final account in the Probate Court of Union County Ohio, and has still money remaining in his hands as such the Sheriff of Union County Ohio of the funds remaining in his hands in the above case pay to Lacy Snodgrass One Seventh thereof Melissa Converse One Seventh thereof S. H. Douglas One Seventh thereof Cora Z Douglas One Seventh thereof E. Minnie Douglas One Seventh thereof Thomas P. Douglass One Seventh thereof Daisy S. Douglass One Seventh thereof

6444 James Martin }
vs }
John Myers } Entry

This day this cause came on for hearing on the motion to dismiss the appeal of said defendant herein and for leave to plaintiff to file a transcript and for judgment therein and the same was argued by Counsel and submitted to the Court. An consideration whereof the Court do overrule both of said motions. Thereupon plaintiff asked and obtained leave file a petition herein within thirty days from this date.

6896 Jacob B. King }
vs }
Mary H. Cunningham }
et al }

Thursday Sept 12th 1895

6891.

Jasper R. Guy.

v.s.

Mary Brueggemeyer et al.

Entry.

This cause coming on this day for hearing was submitted to the Court upon the pleadings without the intervention of a Jury. Defendants Mary Brueggemeyer and F. W. Brueggemeyer being in default for demurrer or answer. On consideration whereof, the Court find that there is due to said plaintiff from defendant, Mary Brueggemeyer on account of the materials furnished and labor performed, as set forth in the petition, the sum of fifty dollars, with interest at six per cent from September 9th 1895 and that the same is a lien and the first and best lien on the premises described in the petition, by reason of the mechanic's lien therein described, and recorded in book 4 page 27 of the Union County record of liens; and that said plaintiff is entitled to have said lien enforced.

Said John Robinson, a defendant herein, is entitled to have his claim by virtue of a mortgage as set forth in his answer and cross petition, enforced which lien is inferior and secondary to said plaintiff's herein, but is superior to all others, and is entitled to payment after said plaintiff's claim and the costs herein are paid. Said mortgage was recorded at O'clock the 13th of Sept 1894 and the amount due thereon is \$424.29 with interest at 8% from September 9th 1895 which amount is due said Robinson from Mary Brueggemeyer and F. W. Brueggemeyer.

It is therefore considered that said plaintiff, Jasper R. Guy recovers from the said defendant Mary Brueggemeyer, the sum of fifty dollars together with costs herein expended, and that secondary hereto said defendant John Robinson recovers from said Mary Brueggemeyer ^{F. W. Brueggemeyer} the sum of \$424.29 and his costs herein taxed to \$. And that unless said judgment of plaintiff and amount found due on said mortgage with interest and cost are paid within 6 days from the ^{entry hereof} equity of redemption of defendants be foreclosed and an order may issue to the Sheriff of Union County, Ohio, commanding him to sell said premises as upon executions and of his proceedings in the premises to make due return to this Court.

Court adjourned to Monday morning 10 o'clock A.M.

Monday Morning Sept-16th 1895 at 10 o'clock A.M.

Court convened pursuant to its adjournment at 10 o'clock A.M.

Present Hon John A Price
Judge.

Fillington & Shields Ed
John S Trismor
vs
John H. Coleman et al

6964

Judgment by Confession.

This day came the plaintiffs by D.W. Spivey their Attorney and filed their petition against said defendants and thereupon R.L. Woodburn a 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, prom 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 plaintiffs on said indebtedness, the sum of One Hundred & fifty four & 3/4 dollars, bearing interest at 7 per cent. 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 Fillington & Shields Ed John S Trismor plaintiffs do recover of the said John H Coleman Mattie & Coleman Et Walter Coleman defendants the sum of One Hundred & fifty four & 3/4 dollars so confessed, as aforesaid, with interest from September 16th 1895, at 7 per cent. 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, petitions and writs of error thereon, are by defendant waived and released.

Monday Sept. 16th 1896.

6680 }
 Lester Clark et al }
 vs } Motine to make new parties
 Rebecca Milligan et al }

6835

This day this cause came on to be heard on motion for an order of the Court to make new parties defendant in this case whereupon the Court do find that Sam M Frazier of St. Louis Mo. Nancy J. Stewart of Kansas City Mo. Margaret Love of Pittsburg Penn. and children of Betsey Frazier deceased who was a sister of Samuel Milligan deceased and that Charles J. Stanfield is a grand child of the same Betsey Frazier deceased and that the mother of said Charles J. Stanfield is deceased and also the heirs of H. Green Clark. The Court further find that said Sam M Frazier Nancy J. Stewart Margaret Love and Charles Stanfield heirs of H. Green Clark are beneficiaries under will of said Samuel Milligan deceased that they have not heretofore been made parties to said suit of Lester Clark et al vs Rebecca Milligan et al and that they should be made parties to this said suit for the purpose of making distribution of the proceeds of sale of the premises in the petition described.

6935

It is therefore by the Court ordered that said Sam M Frazier Nancy J. Stewart Margaret Love and children of said Betsey Frazier and Charles J. Stanfield as a grand child of said Betsey Frazier be and they are hereby made parties defendant to this suit and also the heirs of H. Green Clark.

6798 }
 S. B. Woodburn }
 vs } Entire
 Alice M Houston }

This day this cause is continued upon the evening and motion of plaintiff and at his costs. It is therefore considered that the defendant recover of the plaintiff her costs of the term last at \$

Monday Sept 16th 1895

6835

Glenma Moore }
vs }
Daniel J. Moore } Entry

This cause coming on to be heard upon the petition of the plaintiff the defendant being in default for answer and demurrer and the having heard all the proofs and evidence adduced by the plaintiff and being fully advised in the premises doth find that the defendant has been duly summoned by publication for six consecutive weeks in the Union County Journal and that a copy was sent to his last known address and that he has been guilty of gross neglect of duty and wilful absence for more than three years, and that all the facts stated in her petition are true, whereupon by reason of said agencies on the part of the said defendant Daniel J. Moore the said Glenma Moore is hereby granted an absolute divorce from her said husband and the said marriage between them annulled and she restored to her maiden name of Glenma Steiner

6935

John L. Rice }
vs }
Melissa J. Rice } Entry

Now comes the plaintiff and dismisses this action at his own costs

Monday Sept-16th 1895

6781

C. C. Gleason Esq } Motion to file Amended Answer.
 vs } Entry.
 Wm Woodworth et al }

This day came on this cause to be heard on motion leave made by the defendant-William Woodworth to file Amended Answer was argued by Counsel and submitted to the Court; whereupon the Court being fully advised in the premises do sustain said motion and grant such leave to file amended Answer by November 15th next, and cause continued.

The State of Ohio } Court of Common Pleas.
 vs } Union County Ohio.
 Charles Linsane et al. }
 Indictment for Burglary.

In this case it being the opinion of this Court that the Public interest requires it James M. Robinson is hereby appointed to assist the Prosecuting Attorney in the trial of John Birmingham herein one of the accused he having asked the Court for a separate trial and the same being granted

Monday Sept. 16th 1895.

912 The State of Ohio }
 vs } Indictment for Burglary and Grand Larceny.
 Charles Licurane et al }

Now comes the Prosecuting Attorney on behalf of the State of Ohio the prisoner John Cunningham being brought into Court in custody of the Sheriff, also the following named persons as jurors to wit: Sylvanus Belville, Garrison Longbush, Wm Inay, Cliff Darling, Charles Cannonwalt, Alex Howland, George Reems, Jeremiah Rinehart, Evan Piersol, Andrew Bates, Howard Vobury and John Longbrake, and were duly empanelled and sworn, and the said jury having heard the evidence in part the hour of adjournment having arrived this case was continued till ^{5:30 o'clock} tomorrow morning.

Whereupon Court adjourned to 8³⁰ O'clock tomorrow morning.

Tuesday Sept. 17 1895;

Court convened at 8³⁰ O'clock A.M. Pursuant to adjournment.
Present Hon. John A. Price
Judge.

919

Times for holding Circuit Court A. D. 1896.

State of Ohio,
Third Judicial Circuit: }

It is ordered that the times of the Circuit Court of the several counties in said Circuit for the year 1896 be fixed as follows, to-wit:

Allan	County	on the 14 th day of April and the 24 th day of November.
Auglaize	"	" " " 28 " " " " " 17 " " "
Chambers	"	" " " 28 " " " January " " 27 " " September
Defiance	"	" " " 3 " " " March " " 20 " " October
Hancock	"	" " " 26 " " " May " " 8 " " December
Hardin	"	" " " 31 " " " March " " 5 " " November
Henry	"	" " " 25 " " " February " " 13 " " October
Logan	"	" " " 11 " " " " " " 8 " " "
Marion	"	" " " 21 " " " January " " 22 " " September
Merger	"	" " " 5 " " " May " " 19 " " November
Paulding	"	" " " 17 " " " March " " 15 " " October
Putnam	"	" " " 7 " " " April " " 10 " " November
Seneca	"	" " " 12 " " " May " " 1 " " December
Union	"	" " " 18 " " " February " " 6 " " October
Van Wert	"	" " " 24 " " " March " " 27 " " "
Wesley	"	" " " 14 " " " January " " 16 " " September

Said terms to begin at 9 O'clock A.M.

Columbus Ohio,

September 17 1895:

Henry H. Cunny }
James Day } Judges
James D. Price }

Ora Rupp } Entry-

6925

William Rupp }
Now comes the plaintiff and the defendant having been duly and legally summoned by publication and having failed to appear, the Court find the defendant - Wm Rupp in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by defendant to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of the County of Union, and that the parties hereto were married, as in said petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and 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 Ora Rupp & Wm Rupp be, and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the petition be, and she hereby is, restored to her maiden name of Ora Davis. It is further ordered that the plaintiff pay the costs of this proceeding.

Tuesday Sept. 17th 1895.

918 The State of Ohio }
vs } Indictment for Burglary & Grand Larceny.
Charles Liurancere }

This day again came the Prosecuting Attorney on behalf of the State of Ohio the defendant John Cunningham being brought into Court in custody of the Sheriff also the jury heretofore impaneled and sworn herein, and the trial proceeded and the said jury having heard the further evidence adduced, the hour for adjournment having arrived, this cause was continued until 8³⁰ O'clock tomorrow morning.

Presumpt Court adjourned at 8³⁰ O'clock tomorrow morning

Wednesday Sept-18th 1895.

Court convened at 8³⁰ O'clock pursuant to adjournment

Present - Hon John A Price
Judge.

912 The State of Ohio }
vs } Indictment for Burglary and Grand Larceny.
Charles L. Curran et al }

6463

This day again came the Prosecuting Attorney, on behalf of the State of Ohio, the defendant John Cunningham being brought into Court in custody of the Sheriff also, the jury heretofore impaneled and sworn being, and the trial proceeded, and the said jury having heard the further evidence adduced, the hour of adjournment having arrived this cause was continued until 8³⁰ O'clock tomorrow morning.

6938

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning.

Thursday Morning Sept. 19th 1895.

Court convened at 8³⁰ O'clock pursuant to adjournment.

Present Hon John A. Price
Judge.

6463 John B Cranston }
vs } Entry.
A. Boylan et al }

This day this cause came on for hearing on motion to confirm the report of the Receiver A. J. Rigdon heretofore appointed herein, and on examination the Court approve and confirm said report.

It is therefore considered and adjudged by the Court that the Report of the Receiver be, and the same hereby is, approved, and confirmed.

It is further ordered by the Court that said Receiver pay the costs of this proceeding taxed at \$13⁰⁰.

It is further ordered by the Court that said Receiver do, and he hereby is allowed the sum of \$150⁰⁰ as his reasonable compensation for his services herein performed. The Court further find that of the balance of \$1803⁰⁰ remaining in the hands of the Receiver he has paid to the stock holders, John Richter, John B Cranston, George Lyons, A. Boylan and A. J. Rigdon the sum of \$178⁰⁰ each to John L Boylan the sum of \$107⁰⁰ as evidenced by their respective promissory notes dated Dec. 2nd 1893, and that interest has accumulated on each of said \$178⁰⁰ notes to the amount of \$26⁰⁰ making a total due on each of said \$178⁰⁰ notes of \$203⁰⁰, and interest has accumulated on said \$107⁰⁰ note to the amount of \$16³⁷ making total due on said \$107⁰⁰ note of \$122³⁷, leaving an actual cash balance in said Receivers hands of \$363¹⁶.

The Court therefore order that said Receiver surrender said notes to each of said stock holders and pay to said John Richter, John B Cranston, George Lyons, A. Boylan and A. J. Rigdon each the sum of \$64⁰⁰ and to said John L Boylan the sum of \$38¹⁰.

The Court find that said stock holders J. H. Deane A. V. Kennedy and Anna B Cranston Secist are not entitled to share in said division for the reason that they have failed to pay up the amount assessed on their said stock.

6438 James Cutler }
vs } Entry.
Wm P. Hilduth et al }

This day came the plaintiff in this case and paid the costs in this action, and this case dismissed.

Thursday Sept. 19th 1895;

The State of Ohio } Indictment for Burglary
 vs } and Grand Larceny.
 Charles L. Luman et al.

912

This day again^{caus} the Prosecuting Attorney on behalf of the State of Ohio, the defendant John Cunningham being brought into Court in custody of the Sheriff also the Jury heretofore impaneled and sworn herein, and the trial proceeded, and the said Jury having heard the remaining testimony adduced, the hour of adjournment having arrived this cause was continued until tomorrow morning.

912

923

Thur upon Court adjourned until 8^o O'clock tomorrow morning.

Friday Sept. 20th 1896.

Court adjourned pursuant to adjournment at 8³⁰ O'clock A.M.
 Present Hon. John A. Price
 Judge.

912 The State of Ohio } Indictment for Burglary and
 vs } Fraud Larceny.
 Charles Diuraud et al }

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant John Cunningham being brought into open Court in custody of the Sheriff, also the jury heretofore impanelled and sworn being, and the trial proceeded, and the said jury having heard the argument of Counsel in part, the hour for adjournment having arrived this cause was continued until tomorrow morning.

923 The State of Ohio } Court of Common Pleas
 vs } Lucas County, Ohio.
 Wm. S. Smith } Indictment for nuisance.

This day this cause came on to be heard, and the said William S. Smith being brought into open Court in custody of the Sheriff, and said indictment being read to him, and the said Smith being asked to plead thereto, pleaded "not guilty" and the Court fixed the bond of said Smith at \$100⁰⁰ and the case continued.

Thereupon court adjourned until 8³⁰ O'clock tomorrow morning.

Saturday Sept. 21st 1895

Court commenced at 8³⁰ O'clock A.M. Pursuant to adjournment
 Preside here John A. Price
 Judge

912 The State of Ohio } Indictment for Burglary
 vs } and Fraud Larceny.
 Charles Cunningham et al }

6879.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant John Cunningham being brought into Court in custody of the Sheriff, also came the jury heretofore impaneled and sworn herein, and the jury having heard the remaining argument of course, 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, being duly impaneled, sworn and affirmed to well and truly try and true deliverance make between the State of Ohio and the Prisoner at the Bar — John Cunningham — do find that the Prisoner at the Bar John Cunningham is not guilty in manner and form as he stands charged in the indictment.

J. M. Longbrake Foreman

919 The State of Ohio }
 vs }
 John Cunningham. }

No 6912

D. W. Ayres and J. L. Cameron Attorneys, having heretofore been appointed by the Court to defend said John Cunningham, an indigent person, charged with a felony, and said counsel having performed said service, both in the preparation of the case, and in the trial lasting from Sept. 16th to Sept. 21st, the Court allows to each of said Attorneys the sum of fifty dollars in payment for said services. It is ordered by the Court that said D. W. Ayres and J. L. Cameron be each paid the sum of fifty dollars out of the proper fund of said County for the services aforesaid.

Thereupon Court adjourned until 10 O'clock Monday morning

Monday Sept 23rd 1895.

Court convened at 10 O'clock A.M. Pursuant to adjournment.

Present Hon John A. Price
Judge.

The Aultman ^{and} Taylor Co. } In the Court of Common Pleas
v.s. } Union County Ohio
Elmer E. Gamble et al. } Entry.

6879.

Now comes the plaintiff, by their Attorney, and the defendant, Geo. M. Gamble, by his Attorney, and submitted to the Court the petition and evidence and the answer of the defendant - George M. Gamble - and the Court, being fully advised in the premises, find that the defendants, Elmer E. Gamble and George M. Gamble, are indebted to plaintiff in the sum of Two Hundred and Forty-four and ⁶⁵/₁₀₀ (\$ 244. ⁶⁵/₁₀₀) Dollars, with interest from the filing of this Entry -

It is therefore considered by the Court that the plaintiff, The Aultman and Taylor Co. recover from the defendants, Elmer E. Gamble and George M. Gamble, the said sum of \$ 244. ⁶⁵/₁₀₀ with interest from this date and the costs herein expended.

J. E. Griffith Atty }
for Plaintiffs. } Approved.
F. A. Thompson }
Atty for Defendants. }

A. S. Moiridge }
vs }
Geo Piersol et al }

No 6912

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 them to be true and find that the defendants George Piersol Enoch Piersol and Jacob Piersol are indebted to the said plaintiff A. S. Moiridge in the sum of Five Hundred and fifty Six ⁷/₁₀₀ Dollars

It is therefore considered by the that the said plaintiff recover from the said defendants the said sum of Five hundred & fifty Six ⁷/₁₀₀ Dollars and his costs herein expended taxed at \$- and an Execution is awarded

W W Merchant Atty for Plaintiff,

Therefore Court adjourned until 8th O'clock Tomorrow morning.

6802.

6985-

Tuesday Sept 24th 1895

Court convened at 8³⁰ O'clock A.M. Pursuant to adjournment.

Present Hon John A. Price
Judge.

6852. Frederick Sparks, Plaintiff. } Court Common Pleas.
v.s. } Union County Ohio.
Henderson & Fullington, Defendants. } No. 6852.
Entry.

This day this cause came up to be heard on Motion for Continuance, by Defendants. Said Motion was argued by Counsel and being considered by the Court said case is continued, on Defendants showing to next term at defendants costs.

6885. Samuel R. Bogue. } Court of Common Pleas.
v.s. } Union County Ohio.
The Toledo and Ohio Central
Rail Road Company.

This day this cause came on to be heard on the question heretofore ordered to be determined by a jury and thereupon came the following named persons as Jurors to wit: W. C. Hoskins, Chester Cox, Edward Dilcane, Albert Adams, Louis C. Beem, Sylvanus Bellville, Garrison Longbury, William Tray, Cliff Darling, Charles H. Amant, George Reems and Jeremiah Kinkart.

And thereupon after hearing the evidence and the arguments of Counsel the hour of adjournment having arrived this case was continued until tomorrow morning.

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning.

6967.

6885.

Wednesday Sept. 25th 1895.

Court convened at 8³⁰ O'clock A.M. Pursuant to adjournment
 Present Hon. John A. Price, Judge.

6967.

J. D. Matus. Plaintiff.
 v.s.
 James M. Donald and Co.
 R. Higginey. Defendants.

Judgment Entry.
 \$ 236.¹⁵/₁₀₀

This day came the plaintiff, by his Attorney; also appeared in open Court, for and on behalf of said defendant James A. O'Conor an Attorney at Law of this Court, and by virtue of a warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Two Hundred and Thirty Six Dollars and Eighteen cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recovers of said defendant the sum of Two Hundred and Thirty Six dollars and Eighteen cents, being the amount of said note with interest computed at Eight per cent, per annum, from the 20th day of May A. D. 1895; and also the costs herein expended, taxed at \$

6885.

Samuel R. Burger.
 v.s.
 The Toledo and Ohio Central
 Rail Road Company.

Court of Common Pleas.
 Union County Ohio.
 No 6885.

This day again came the parties by their Attorney and also came the jury heretofore impaneled and sworn herein and the said jury having heretofore heard the testimony and arguments of Counsel, heard the charge of the Court, retired to their room in charge of the Sheriff for deliberation and now comes the jury into open Court with their verdict 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 Three Hundred and Fifty Dollars.

L. C. Keem. Foreman.

Dated Sept. 25th 1895.

Wednesday Sept 26th 1896

6807. Ellen Green. v.s. The Pittsburg Cincinnati Chicago & St. Louis Railway Company and others. N^o. 6807.

This day on Motion of the Glendon, Cincinnati, Chicago, and St. Louis, Railway Company to wish draw its answer and file a general demurrer to the plaintiff's petition.

912 The State of Ohio vs Charles Lawrence et al. Court of Common Pleas, Union County, Ohio. Indictment for Burglary and Grand Larceny.

This day came the prosecuting attorney on behalf of the State of Ohio, and Jack Kelch being brought into Court in custody of the Sheriff and on motion of said Kelch, and the Court being fully advised said case as to Jack Kelch is continued to next term and bond fixed at \$1000⁰⁰, and said Kelch to be released on his own bond.

912 State of Ohio vs Chas Lawrence et al. Court of Common Pleas, Union County, Ohio. Indictment for Burglary and Grand Larceny.

This day came the prosecuting attorney on behalf of the State of Ohio, and Frank Smoot being brought into Court in custody of Sheriff and on motion of said Smoot, and the Court being fully advised said case as to Frank Smoot is continued to the next term, and bond fixed at \$1000⁰⁰, and said Smoot to be released on his own bond.

Thereupon Court adjourned until 10 o'clock Monday Morning

Monday Sept 30th 1895

Court convened at 10 o'clock A.M. Pursuant to adjournment.

Present Hon. John A. Price

6919. H. H. Emmons. Plff. } In the Court of Common Pleas.
v.s. } Union County Ohio.
Bartholomew. Trustor. Def. } Entry.

Judge.

This case is dismissed for want of petition, at plaintiff's cost, and execution is awarded.

6927. Harmon Patch. Plaintiff. } Court of Common Pleas:
v.s. } Union County Ohio.
Sol. Bantz. Defendant. } Entry.

This cause came on for hearing upon the petition in error and the transcript of the proceedings and judgment of A. H. Kellebrath a Justice of the Peace for this said County; on consideration whereof the Court find:

There is no error in said proceedings and judgment, and the said judgment is therefore affirmed at the cost of the plaintiff in error. Fayed at \$
It is therefore ordered and adjudged by the Court that the defendant in error recover from the plaintiff herein his costs. Fayed at \$.

6897. Charles R. Cornell et als. Plaintiffs. } No. 6897.
v.s. }
Chas. A. Rodabaugh et als. Defendants. }

This day came the parties and their Attorneys and this cause came on to be heard upon the petition and amended answer of the defendants Rodabaugh, Woodburn, and Waters, and the reply thereto: the defendant. The Leslie E. Reely Company though duly and legally served with summons, being in default for demurrer or answer to the petition. On consideration whereof the Court being fully advised in the premises do find that all of said defendants have been duly and legally served with summons in this action according to law. The Court further find that said Plaintiff Rodabaugh, Woodburn and Waters have agreed upon terms of settlement and reduced the same to writing and that the terms of said settlement have been fully performed and carried out: and that all parties interested in the original contract with said Leslie E. Reely Company as party of the second part have duly assigned said contract and their respective interests in the same to The Ohio Reely Institute Company, a corporation formed for the purposes contemplated and set forth in said contract, and that by the consent of all parties said Ohio Reely Institute Company succeeds to and is vested with all rights and privileges specified in said original contract, and that said corporation by virtue of said assignment is now the lawful agent of the said Leslie E. Reely Company, and duly entitled to act as such under and by virtue of the terms of said contract. Said settlement is now approved and confirmed as the judgment of the Court, and by agreement of the parties the costs of this action is to be paid as follows: each party is to pay the costs made by it or theirs respectively.

Monday Sept 30th 1895.

The State of Ohio }
 v. s. } Entry.
 James Patch }

This day this cause came on to be heard upon the Petition and exhibits of defendant and the Court being fully advised in the premises does discharge said defendant from custody.

6930. William Meyer } No. 6930.
 v. s. }
 H. A. Rodabaugh } Entry.

This cause came on upon the motions of the defendant to strike from the Petition the word "against H. A. Rodabaugh defendant" also to strike the Amended Petition from the files also to make Petition more definite and certain and upon the motion of the plaintiff to strike said motions of the defendant from the files. The Court on consideration do over rule the motions to plaintiff's Petition and leave given to plaintiff to amend Petition by interlining the word "against" H. A. Rodabaugh defendant.

6611. Robert B. Kilbuck } In the Court of Common Pleas.
 v. s. } Union County Ohio.
 Genie Watson et al. } Entry.

This case now coming on to be heard upon the Cross-Petitions of Robert Ferguson, Ed. Lowe, John Walker, A. N. Dunfee, Thomas Munday, and Thomas Walker, upon the argument of Counsel and the evidence, said above named parties are made defendants herein; and the Court being duly advised in the premises - find the allegations in said Cross-Petitions are true, that said claims were for labor performed for the partnership of Kilbuck and Watson within twelve months preceding the appointment of an assignee and receiver; that said claims were duly filed with the receiver of said firm upon the dates alleged in said Cross-Petitions; that said claims are preferred that there is due said claimants the amounts asked for by them in said Cross-Petitions and that they have no security.

The Court, therefore, adjudges said claims to be preferred to all others against the fund now in the hands of said receiver, and orders said receiver - Guyus Zimmerman - out of the money now in his hands as such receiver, to pay to said Robert Ferguson the sum of \$142.³⁹ with interest from Nov. 1st 1893. to Ed. Lowe the sum of \$41.³⁹ with interest from Oct. 24 1893. to John Walker the sum of \$64.¹⁹ with interest from Nov. 1st 1893. to A. N. Dunfee the sum of \$6.⁰⁰ with interest from Nov. 1st 1893. to Thomas Munday the sum of \$48.⁰⁰ with interest from Nov. 1st 1893. and to Thomas Walker the sum of \$60.⁰⁰ with interest from Nov. 1st 1893. - before paying any amount to any one else.

September 30th 1895

Appointment of County Visitors.

On the matter of the } In the Court of Common Pleas.
Board of County Visitors. }

Pursuant to the Act of March 23^d 1892, providing for a Board of County Visitors; the Court hereby appoints as members of said Board for Union County, Ohio, the following named persons whose term of office shall begin on the 30th day of September 1895, and continue for the respective term hereinafter designated, to wit:

Mrs. Ellinda Morrey, for the term of three years, from April 1895, to fill out the unexpired term of Mrs. Allie Shuler, who has resigned.

And it is ordered by the Court that the Clerk of this Court transmit to each of said persons and to the secretary of the Board of State Charities a certificate of said appointment under the seal of said Court as evidence of the same.

Thereupon Court adjourned until 8^o o'clock tomorrow morning.

Tuesday Oct 1st 1896

Court convened at 8³⁰ A.M. Pursuant to adjournment
Present Hon John A Price
Judge.

6945: J. E. Hammond.
v.s.
George W. Parthimon et al.

Entry.

This day the Court appointed R. W. Woodburn Esq as Guardian ad litem of said minor defendant George E. Hammond, on the Application of said Plaintiff.

There upon said R. W. Woodburn appeared in open Court and accepted said appointment and filed his answer herein.

6849.

6946: J. E. Hammond.
v.s.
George W. Parthimon et al.

Decree for Partition.

This day this cause came on to be heard on upon the petition, the answer of George E. Hammond, minor defendant by R. W. Woodburn his Guardian ad litem and the evidence, on consideration whereof the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition, and that, with the exception of said minor defendant, they are in default for answer thereto.

Whereupon 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 J. E. Hammond one-sixtieth thereof the defendant George W. Parthimon one-tenth thereof, the defendant William Parthimon one-tenth thereof, the defendant Rebecca Goussier one-tenth thereof, the defendant Delilah Adams one-tenth thereof, the defendant Phila Poling one-tenth thereof, the defendant Gattie Bigelow one-tenth thereof, the defendant Ina Parr one-tenth thereof, the defendant Ketta Vangoiden one-tenth thereof, the defendant Adaline Barnes one-tenth thereof, the defendant Rosa Goussier one-sixtieth thereof, the defendant Marietta Collett one-sixtieth thereof, the defendant Jennie Cotten one-sixtieth thereof the defendant Laura Maloy one-sixtieth thereof and the defendant George E. Hammond one-sixtieth thereof; and that the plaintiff is entitled to have partition made of said estate, as prayed in his petition.

It is therefore ordered, adjudged, and decreed that partition of said estate be made in favor of all parties in interest; and John F. Bennett, John Garrison and Marion Hopkins, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportions of said estate to which they are severally also found entitled. And of his proceedings herein, said Sheriff is ordered to make due return.

6906.

6899.

6899.

Tuesday Oct 1st 1895.

6849.

Henry Moodie, Administrator,

v.s.

Samuel A. Hudson, Adm^r H. E. Entry.
 Conkright, Treasurer. H. T. Hoopes,
 Prosecuting Attorney.

This day this cause coming on to be heard on the petition and evidence and the arguments of the Counsel the Court find that the defendants have been duly served with summons in this case, and that the allegations in said petition, are true, and it is ordered and decreed by said Court that said injunction be made perpetual, and that the Plaintiff pay the costs herein. Paid at \$— for which execution is awarded.

6905.

P. J. Wyeth,

v.s.

Minerva Sanderson et al.

Common Pleas.

Union County Ohio.

This day this cause up on the Motion of Defendants to open up the judgment heretofore taken in this Court at the April term thereof and the Court having heard the evidence and the arguments of Counsel and being fully advised in the premises finds that said motion should prevail and that said Judgment should be opened up and the same is by order of the Court so opened up and set aside and the Court being satisfied and that the amount due on the claim of Plaintiff against said Defendants in said action was and is less than one hundred dollars upon Motion of said Defendants the said case is dismissed for want of Jurisdiction at Plaintiffs cost.

6899.

The Russell Co. Plaintiff.

v.s.

Thomas H. Botham et al. Defendants } Entry.

Court of Common Pleas.

Union County Ohio.

On Motion of The Ohio Pipe Co. and for good cause shown, it is hereby given leave to file an amendment to its answer and cross petition forthwith and the same is accordingly filed.

6899.

The Russell Co. Plaintiff.

v.s.

Thomas H. Botham et al. Defendants } Entry.

Court of Common Pleas.

Franklin County Ohio.

On Motion of the Ohio Pipe Co. and for good cause shown, it is hereby permitted to file its answer to the cross-petition of Geo. H. Smith forthwith and the same is accordingly filed.

The defendant The General Electric Company of Schuectady, New York, are likewise true, and that there is due and unpaid from the said Thomas H. Botham on the claims first mentioned in its Answer and Cross-Petition (bring the claims originally set up in said Cause No. 6861) the sum of \$1284.54 on this date.

It is therefore considered by the Court that the said The General Electric Company of Schuectady, New York, recover from the said Thomas H. Botham, the said sum of \$1284.54 and its costs herein expended taxed at \$ — and likewise the costs incurred by it in said original Cause No. 6861 taxed at \$ —

The Court do further find that there is due and unpaid from the said Thomas H. Botham on the second claims of the said The General Electric Company, in its Answer and Cross-Petition mentioned (bring the claims originally set up in said Cause No. 6866) on this date the sum of \$967.57 and it is therefore considered by the Court that the said The General Electric Company of Schuectady, New York, recover from the said Thomas H. Botham, the said sum of \$967.57 and its costs herein expended, taxed at \$ — together with the costs incurred by it in said original Cause No. 6866, taxed at \$ —

The Court do further find that by virtue of the attachment and garnishment proceedings instituted by the said The General Electric Company, on the 18th day of January, 1895; it acquired a lien on the funds in the possession of the defendant, The Village of Milford Center, above mentioned, for the amount in its Answer and Cross-Petition first mentioned, amounting as aforesaid, on this date to \$1284.54 and that said sum, together with the costs incurred by the said Company herein and in its said original Cause No. 6861 as aforesaid, taxed at \$ — ought to be paid out of the funds in the possession of the said Village, and is the second best lien thereon.

The Court do further find that by virtue of the attachment and garnishment proceedings instituted by the said The General Electric Company, on the 28th day of January, 1895; it likewise acquired a lien on the fund in the possession of the Village of Milford Center above mentioned, for the amount in its Answer and Cross-Petition mentioned which, with interest to date amounting to \$967.57 aforesaid, and that said amount of \$967.57 together with the costs incurred by said Company herein, taxed at \$ — together with the costs incurred by it in its original Case known as No. 6861, instituted on the said 28th day of January, 1895, amounting to \$ — ought to be paid out of the funds in the possession of said Village and is the next best lien thereon.

The Court do further find that as against the aforesaid attaching creditors, the plaintiff has no priority, but that the claim of the plaintiff on the said funds in the possession of the Village of Milford Center is inferior to and subordinate to the claims of the said The Ohio Pipe Company and of the said The General Electric Company of Schuectady, New York, and that there is due and unpaid to the said The Russell Company, from the said Thomas H. Botham, on the account in the Petition mentioned, and thereto attached on this date, the sum of \$424.82 and it is therefore considered ^{and adjudged} by the Court that the said The Russell Company recover from the said Thomas H. Botham, the said sum of \$424.82 and its costs herein expended, taxed at \$.

The Court do further find that the claim of the plaintiff amounting to \$424.82 as aforesaid, ought to be paid out of the fund in the possession of said Village (if said funds be sufficient to pay the same) after the claims of the

aforsaid attacking creditors. The Court do further find that the defendant George K. Smith has no interest in or claim or lien on any of the funds in the possession of the Village of Milford Center, Ohio, and it is ordered that his Amara and Gross-Petition filed herein be dismissed, at his costs. Taxed at \$.

And the Court further find that there is due said George K. Smith from said Defendant Thomas H. Botham the sum of \$233.⁰⁰ on his account as filed in this case and set up in his Gross Petition.

It is therefore considered, ordered and adjudged, by the Court that said Smith receive of said Thomas H. Botham said sum of (\$233.⁰⁰) Two Hundred and thirty three ⁰⁰/₁₀₀ dollars and his costs herein expended. Taxed at \$.

The Court do further find that as recited in the Answer of the said The Village of Milford Center filed herein, that there is now in the possession of said Village the sum of \$1938.20 which is due and unpaid to the said Thomas H. Botham, by reason of the public improvements made by him in and for said Village, under his contract therein. It is now ordered, on motion of the plaintiff and the defendants, The Ohio Pipe Company, and the General Electric Company, that the said sum of \$1938.20 be paid to the Sheriff of this County by the said Village of Milford Center within three days from the filing of this decree, and that the said garnisher, the Village of Milford Center, be thereupon discharged, and that said sum be applied in the satisfaction of the claims of the parties hereto in the order herein designated by the Court.

And the Court coming now to distribute the said sum of \$1938.20 so ordered to be paid into the hands of the Sheriff as aforesaid, it is ordered, adjudged and decreed, that the Sheriff out of the said sum of \$1938.20 in his hands pay.

First: The costs of this action and the original attachment suit Taxed at \$ — excepting the costs made by the defendant Geo. K. Smith.

Second: To the defendant The Ohio Pipe Company the amount heretofore found due it with interest, to wit: The sum of \$823.77 and likewise the costs incurred by it in said attachment proceedings in Madison County, Ohio, Taxed at \$42.12

Third: To the defendant The General Electric Company of Schenectady, New York, the amount heretofore first found due it with interest, to wit: The sum of \$1284.57 and likewise the costs incurred by it in said Cause No. 6861, Taxed at \$ —

Fourth: To the said The General Electric Company of Schenectady New York, if there be funds sufficient to pay the same, the second amount heretofore found due it, to wit: \$967.57 and also the sum of \$ — bring its costs in the proceeding in Cause No. 6866, now pending in this Court.

Fifth: To the plaintiff, if there be funds sufficient to pay the same, the amount heretofore found due it, with interest, to wit: The sum of \$424.82 to all of which the plaintiff and the said George K. Smith excepts.

And now comes the plaintiff, The Russell Company, and the defendant, George K. Smith, and each gives notice of his intention to appeal this Cause to the Circuit Court of Union County, Ohio, and thereupon the Court fixes the penalty of the appeal bond for each of the said parties, to wit: The Russell Company and the said George K. Smith, at \$100.⁰⁰

Tuesday Oct 1st 1895.

6061. Lorena Graham. } In Court of Common Pleas,
v.s. } Union County Ohio.
Bank of Richmond. } Entry.

This cause coming on for hearing this 1st day of October, 1895 upon the demurrer of Nancy Winters to the third amended petition of the plaintiff, the Court after due consideration and being fully advised in the premises, do sustain said demurrer to which ruling and holding the plaintiff then and excepted.

6682. The Board of Infirmary } Court of Common Pleas
Directors of Champaign Co. O. } Union County Ohio
v.s. }
The Board of Infirmary } Entry
Directors of Union Co. O. }

This day came the parties a bar and a jury being waived this cause was submitted to the Court upon the pleadings and an agreed statement of facts - On consideration whereof the Court find on the issues joined for the defendant -
It is therefore considered and adjudged by the Court that the defendant go hence without day and recover from the plaintiff its costs herein expended taxed at dollars and execution is awarded for the same, to which finding of the Court plaintiff excepts and also hereby gives notice of its intention to ^{appeal} this cause to the Court and appeal bond is fixed to the amount of \$.

Thereupon Court adjourned until 8:30 o'clock tomorrow morning.

Wednesday Oct 2nd 1895

Court convened at 8:30 O'clock A.M. Pursuant to adjournment
Present Hon John A. Price, Judge.

6948. The Melhoff Company } Court of Common Pleas:
vs. } Union County Ohio.
W. Shandon Davis et al. } Entry.

Lease was this day granted the defendant in the above case to file his Answer by the 23rd day of October 1895.

6948. George W. Gault } Court of Common Pleas.
vs. } Union County Ohio.
J. W. Serre et al. } Entry.

Now came the plaintiff herein and the defendants bring in default for answer and demurrer, the court find that the allegations of the petition are confessed by him to be true.

The court further find that the defendant executed to Byron Moore and Byron Moore assigned to the plaintiff the four several notes as set forth in the Petition; that one of said notes is due and unpaid; and that the others are not yet due.

The court further find that there is due to the plaintiff from the defendant on said note which is one due with interest to date the sum of \$73.85.

The court further find that in order to secure to plaintiff the payment of said several notes the defendants Jefferson W. Serre and Nancy E. Serre his wife executed and delivered to said Byron Moore and he assigned to the plaintiff their certain mortgage as in the Petition described, and on the premises therein described; that said mortgage was duly recorded in Book — Page of the Records of Mortgages of Union County, and is the first and best lien on the premises described in the Petition.

It is therefore considered and adjudged that unless said defendant Jefferson W. Serre shall within five days from the Entry of this decree pay or cause to be paid to the clerk of this court the costs in this case, and to the plaintiff the sum so found due him as aforesaid with interest from the 17th day of Feb. 1895 the defendants equity of redemption be foreclosed and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution, and bring the proceeds into court for further order. And as to the notes not due this case is continued.

6940 A S Morgridge }
vs } Entry
Isreal Slack et al }
This case is dismissed at plaintiffs cost Judgment against Plaintiff for costs

Thereupon Court adjourned until 8.30 o'clock tomorrow morning.

Thursday Oct 3rd 1895.

Court convened at 8.30 A.M. Pursuant to adjournment.

Present Hon John A. Price

Judge.

Sattie M. Baker } In Court of Common Pleas,
v.s. } Union County Ohio.
Albert M. Baker } Entry.

6926.

This cause coming on for argument of Counsel this 3rd day of October 1895: The Court having previously heard the evidence therein, was submitted to the Court upon the pleadings and evidence: on consideration whereof, the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding said date, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married, and have joint issue, as in said petition set forth.

6931.

The Court further find, upon the evidence adduced, that the defendant had been guilty of extreme cruelty toward plaintiff in the manner first set forth in her petition, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for.

It is therefore ordered, adjudged and decreed by the Court that the marriage contract heretofore existing between the said Sattie M. Baker and Albert M. Baker be, and the same hereby is, dissolved, and both parties are released from all obligations of the same.

It is further ordered that the custody, care, education and control of the said children, Pearl, Bertha and Grace, of the parties hereto be, until further order, confided to the said plaintiff exclusively and that the defendant be permitted to visit them once a month.

The further find that the plaintiff and defendant are the joint owners in fee simple of the following described real estate to wit: Situated in the Township of Jackson, County of Union, State of Ohio, and in Virginia Military Survey No. 3473, and bounded as follows: Beginning at a stake and stone, Southeast corner of H. M. Mahan's land, thence North ten and one-half degrees West 162 poles to the center of the road; thence North eighty degrees East 36.73 poles to a point in the center of said road; thence South nine degrees East 162 poles to a stake; thence South eighty degrees West 31.62 poles to the place of beginning, containing thirty-four and three-fifths acres."

6937.

It is therefore ordered and decreed that the said plaintiff do have and possess as and for a term of the undivided one-half interest and whole estate of the said defendant in said above described land, and that said Albert M. Baker do, within ten days from this decree, convey all his interest and estate in the said premises herein above described to the said Sattie M. Baker, by a good and sufficient deed in fee simple; and, in default thereof, that this judgment and decree have the same operation and effect as such deed.

It is further ordered, adjudged and decreed that the premises in the petition described be held subject as security for a certain mortgage heretofore executed by defendant to Gammon and Gammon on the day of 1895, and calling for fifty dollars (\$50.00) with interest from said date, and falling due on the day of 1896; and in the event that the said mortgage be foreclosed on the said plaintiff be required to and does pay the same, it is hereby decreed and adjudged that she recover said amount with interest from the defendant.

It is further considered, adjudged and decreed that plaintiff be rendered by defendant the one-sixth part in the shock of all the corn grown this season upon the land herein above described, and that she recover of the said defendant her costs herein expended amounting to \$.

6931.

Dora B. Miller, a minor by
William M. Elvey, her Guardian
v.s.

In Court of Common Pleas,
Union County Ohio.

Emma Boura, Abraham Butler
And Susan Butler,

Entry.

This cause coming on for hearing this 3rd day of October, 1895 and a Jury being waived, was submitted and argued to the Court upon the pleadings and evidence: on consideration whereof the Court find that the plaintiff has a legal estate in, and is entitled to the immediate possession of, the real property described in the petition herein, and that the defendants unlawfully keep her out of the possession of said property.

It is therefore considered and decreed by the Court that the plaintiff recover from defendants the real property described in the petition, to wit: All of Lot numbered Seven hundred (700) in Henry T. Marshall's Addition to the Village of Richwood, Union County, Ohio, as the same is designated and described on the recorded plat of said addition: together with her costs herein expended amounting to \$ And it is ordered that a writ issue to the Sheriff of Union County to put said plaintiff in possession of said premises, where rights of occupying claimants have been fully adjusted.

It is further ordered and decreed that the defendant Emma Boura be subrogated to all the rights and equities of Lewis C. Beem at the time plaintiff became entitled to the possession of said property, to wit, on the day of 189 And that said Emma Boura have and hold whatever lien he, the said Lewis C. Beem, then had on said premises, together with interest thereon from said date.

6837.

W. S. Rogers, Adm^r & c.

v.s.

Entry.

John O'phile.

This day came on this cause to be heard on the petition, supplemental petition, the answer and the answer to supplemental petition and the reply and the evidence to the Court, both parties having waived the right of trial by Jury. Wherefore the Court being fully advised in the premises find in favor of the plaintiff against the defendant for the sum named as a judgment mentioned in said supplemental petition to the amount of \$20.11 with interest from the 28th day of April 1894 rendered in favor of G. P. Rogers, and paid by said Administrator which amounts to \$218.40 And the Court find in favor of the defendant and against said Administrator for the said claim for \$300 and interest set up in his answer to the said supplemental petition which amounts to \$368.75 And the Court find that after deducting said judgment and interest from said \$300 and interest there now remains due to said defendant from said plaintiff as Administrator the sum of \$145.35 Therefore it is considered and adjudged by the Court that by reason of the premises the defendant recover of the plaintiff said sum of \$145.35 And it is ordered that plaintiff as Administrator pay the half of the costs herein and that defendant pay the remaining half of the costs individually in default for ten days that execution issue thereon.

The Hon. John A. Price Judge of the Court of Common Pleas of Union County Ohio.
This day appoints Dr. T. P. Shields and George M. Haden to assist W. F. Hoopes
Presenting Attorney of said County to examine the report of the Commissioners of said
County and hear a report of their examination with the Auditor of said County.

Approved

John A. Price Judge.

6967.

Samuel R. Bunge.

v.s.

Entry.

6886.

The Toledo & Ohio Central Railway Co.

This day came on this cause to be heard on the defendant's
Motion to set aside the verdict and grant a new trial whereupon the Court being fully
advised in the premises do sustain said Motion and grant a new trial in this
case and thereupon this case is continued.

Moses Thompson.

v.s.

Court of Common Pleas of
Union County Ohio.

6410.

B. V. Buffington

This day came up this case on the Motion of Defendant to set
aside the verdict in this case and for new trial and thereupon said Defendant
submitted his motion to strike off the files the affidavits of Rhoda Bellus and
Lemuel C. Bellus placed on file by plaintiff against said motion and thereupon
the Court being fully advised in the premises granted said Motion to "Strike off"
as far as it stated that Charles Sullivan left unpaid a Board Bill which he
owed said Rhoda Bellus - but as to other statements of said Affidavits said Motion
to Strike off was overruled to which defendant excepted. And the Court in further
consideration of said Motion to set aside the verdict aforesaid and being fully
advised in the premises and having heard the arguments of Counsel is of the
opinion and held that said Motion ought not to prevail and thereupon said
Motion was overruled by the Court and ordered that said verdict should stand -
And thereupon said Plaintiff submitted by his Attorney his Motion for
Judgment on said verdict which motion was granted and it was considered and
adjudged by the Court that plaintiff recover of the defendant the amount of
said verdict \$2500.00 and interest from April 8th 1896 and costs of suit - and
thereupon the defendant submitted his motion to tax the costs in the first
trial of this case to plaintiff thereupon the Court having the same under
advisement held that said Motion ought not to prevail and overruled the
same to which defendant excepted.

And therefore it is considered ordered and adjudged by the Court that said
Plaintiff Moses Thompson recover of said Defendant B. V. Buffington the said
Sum of Twenty Five Hundred Dollars and interest from April 8th 1896 - and
his costs herein expended taxed at \$.

To all of which rulings of the Court the defendant excepted.

George Leaver

v.s.

No 6929

John S. Baylon

This day comes on this cause to be heard by the Court whereupon
the Court being fully advised in the premises do find for
the defendant and dismiss the petition & decalve the injunction at plaintiffs cost
thereupon it is considered by the Court that the defendant go hence and be - recover
of the plaintiff his cost taxed to \$

The Connecticut Mutual Life
Insurance Company.

6957.

v.s.

George H. Connor ^{and} others.

Entry

This cause now coming on for hearing upon the Petition of the Plaintiff and the evidence the Court find that the defendants George H. Connor, Lillian Connor his wife and Maria S. Liggelt, have entered their appearance herein and waived time and consented to a decree being entered as prayed for in Plaintiff's Petition, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true.

The Court do further find that there is due the Plaintiff The Connecticut Mutual Life Insurance Company from the Defendant George H. Connor upon the note set forth in the Petition of the Plaintiff, with interest at eight percent per annum payable annually to the first day of this term the sum of (\$4337 $\frac{27}{100}$) The Court finds that one Luther Liggelt made executed and delivered said note to the Plaintiff herein and that said Defendant George H. Connor assumed the payment thereof.

The Court further find that in order to secure the payment of said note the said Luther Liggelt and his wife the defendant Maria S. Liggelt executed and delivered to the Plaintiff The Connecticut Mutual Life Insurance Company their certain mortgage deed as in said petition described and on the premises therein described; that said mortgage deed was duly recorded in book 28 page 132 of the record of mortgages of Union County Ohio, and is a good and valid first lien on the premises described in the Petition.

The Court further finds that said defendant George H. Connor after wards became the purchaser of the said lands subject to the said mortgage.

The Court further finds that the conditions in said mortgage have been broken. It is therefore considered by the Court that the Plaintiff The Connecticut Mutual Life Insurance Company recover from the defendant George H. Connor the said sum of \$4337 $\frac{27}{100}$ and plaintiff's costs herein expended.

And it is further adjudged and decreed that unless the defendant 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 thereon at the rate of 8% from the first day of this term to wit from the 9th day of September 1896.

The defendant's equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Maupville Ohio Oct 1st 1896.

Shutey B. W.

Sept. 21st To 13 Dinner. \$ 5.10

Oct 3rd 1896.

Approved and ordered paid.

John A. Price, Judge.

The Union Banking Company }
 v.s. } Entry.
 Nancy J. Mount.

This day came the parties and their Attorney and this cause came on to be heard, neither party requiring or desiring a jury a trial by jury was waived and by consent of the parties this cause was submitted to the Court upon the pleadings and the evidence.

On consideration thereof, the Court being fully advised in the premises finds upon the issues joined in favor of the plaintiff, and that there is due the plaintiff from the defendant upon the claim set up in the petition the sum of Three hundred dollars with the interest thereon from the 29th day of April, 1896. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant the sum of Three hundred dollars and the interest aforesaid amounting in all principal and interest to the sum of Three hundred and Six Dollars and fifty cents.

It is further adjudged that the plaintiff recover of the defendant its costs herein expended, taxed to \$_____ to all of which rulings and findings of the Court the defendant by her Counsel excepts.

Copy of the request to the Judge and the Journal Entry for the appointment of the Librarian.

To the Honorable John A. Price, Judge of the Third Sub-division of the Tenth Judicial District of Ohio:

Sir,

This is to certify that a Law Library Association has been formed in Union County, Ohio, under Section 2679 of the Revised Statutes of Ohio, and that E. W. Porter, R. L. Woodburn and F. T. Arthur are the legally elected Trustees of said Association.

John M. Brodick, Vice President and Acting President.

Attest,

R. L. Hamer, Secretary.

We the undersigned Trustees of said Law Library Association hereby recommend W. N. Ayers, Esq. as special bailiff to act as Librarian of the above named Association.
 Mansville Ohio, October 3rd 1895.

E. W. Porter
 F. T. Arthur
 R. L. Woodburn.

Entry.

In the matter of the Law Library Association of Union County, Ohio, This day it appearing to the Honorable John A. Price, Judge of the Court of Common Pleas of Union County, Ohio, that there is a Law Library Association in said County, which provides to all County Officers and Judges of the several Courts the use of its Law books, free of charge, and the Trustees of said Association having recommended the appointment of W. N. Ayers, a suitable person, as special bailiff to act as Librarian of said Association: It is hereby ordered that said W. N. Ayers be and he hereby is appointed by said Judge of said Court as a special bailiff to act as Librarian of said Association and the said Judge of the said Court hereby signs his compensation in the sum of Five hundred (500) Dollars, to be paid out of the County Treasury.

Approved. John A. Price, Judge of the Court of Common Pleas.

Whereupon Court adjourned until 30 O'clock tomorrow morning.

4145.

6970.

912.

Friday Oct 4th 1895

Court convened at 8.30 O'clock A.M. Pursuant to adjournment.

Present Hon John A Price
Judge.

The State of Ohio } Court of
Union County } Common Pleas.

In the Matter of the Appointment of the Board of County visitors for charitable and correctional Institutions. It appearing to the Court that a vacancy had occurred in the Board of County visitors of this County. heretofore appointed, by reason of the resignation of Mrs Allie Schuler - whose term would expire, April 1896. It is therefore ordered by the Court, that Mrs Helinda Morry be, and she is hereby appointed a member of said board, to fill out the unexpired term of said Allie Schuler made vacant,

Approved
John A Price
Judge.

4145: David M. Robinson. }
v.s. } Entry.
P. C. and St. L. Ry. Co. }

This day came on this cause to be heard and the defendant having suggested that the Pittsburg, Cincinnati, Chicago and St. Louis Rail way Company has since the commencement of this action become the successor of the original defendant and should be made a party defendant, the Court leave to the plaintiff to file within thirty days his amended Petition in this case making said succeeding Rail way Company a party defendant herein and for that purpose this cause is continued.

6970. L. C. Beem et al. } Court of Common Pleas.
v.s. } Union County Ohio.
Florence K. G. Holmstroms } Entry.

This cause came on for hearing on the Petition of plaintiffs and it being shown to the Court that a temporary injunction ought to be allowed, It is therefore considered by the Court that the said injunction be allowed and that said Florence K. G. Holmstrom and Clarence K. Holmstrom be restrained by the order of this Court and the same are hereby restrained from copying, transferring or selling the following described real estate, to wit: Situated in the County of Union and State of Ohio, and Village of Richwood and being in Lots Nos 197 & 198 in John Wood's Addition to said Village.

912. The State of Ohio } Court of Common Pleas.
v.s. } Union County Ohio.
Charles Linnance et al. } Indictment for Burglary.

The Hon John A Price Judge of the Court of Common Pleas of Union County Ohio this day Approves the sum of \$250.00 to be paid to James M. Robinson as Compensation for his Services in assisting the Prosecuting Attorney of said County in the trial of John Cunningham in the Case of The State of Ohio vs. Charles Linnance et al. said Robinson having been heretofore appointed by said Judge to assist in said prosecution.

C. K.
John A Price Judge.

6946.

Lewis Lemay. } Court of Common Pleas.
 v.s. } Union County Ohio.
 John D. Coleman et al. } Entry.

This cause now coming on for hearing, was submitted to the Court on the petition and the Motion of the plaintiff for judgment and decree on the pleadings notwithstanding the Answer and Cross Petitions filed by the defendant John D. Coleman. And the evidence and on consideration thereof the Court find that the plaintiff is entitled to judgment and decree, and that there is due the plaintiff Lewis Lemay from the defendants John D. Coleman and Mattie E. Coleman on the promissory notes set forth in his petition the sum of Two Thousand Dollars with interest at six per cent per annum from April 1st 1894, payable annually. The Court further find that in order to secure the payment of said notes the said defendants John D. Coleman and Mattie E. Coleman his wife executed and delivered to the plaintiff Lewis Lemay their certain mortgage as in his petition described and on the premises therein described. That said mortgage was duly recorded in vol 26, page 444 of the record of mortgages of Union County Ohio, and is a good and valid first lien on the premises described in the petition and that the conditions have been broken.

It is therefore considered by the Court that the plaintiff recover from the said defendants the said sum of Two Thousand Dollars with six per cent interest from April 1st 1894 payable annually and his costs herein expended. And it is further adjudged and decreed that unless the defendants John D. Coleman and Mattie E. Coleman shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff the sum so found due as aforesaid 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.

In the matter of Allowance }
 to the Sheriff. }

It is ordered by the Court that there be allowed to William G. Snodgrass Sheriff of Union County the sum of \$300⁰⁰ to be paid out of the County Treasurer on the warrant of the County Auditor for services for the year 1895 in criminal cases when the State has failed to convict or the defendants have proven insolvent and for other services not particularly provided for said allowance being made under and by of Statute 1231 of the Revised Statutes of Ohio.

John A. Price.
 Judge.

Certificate for Pay.

Sheriff's Office, Union County, Ohio.
 Mansville Ohio

To Hon. John A. Price, Judge.

The Court charges for the September Term, A.D. 1895, Union County Common Pleas, are due for services rendered and are as follows:

Union County Ohio.

To W^m G. Snodgrass, Sheriff, Dr.

To serving Grand Jury Venue	\$ 4. 00
" " Petit " "	\$ 4. 00
" " Special " "	\$ 4. 00
" " Grand " Witnesses	\$ 5. 80
" Making 58 copies, Grand Jury Witnesses.	\$ 5. 80
" 690 miles travel, " " "	\$ 65. 25
" calling 58 Witnesses.	\$ 2. 90
" Joseph Lonsance Court Bailiff.	\$ 38. 00
" Jesse Pease Deputy.	\$ 38. 00
Total. - - - - -	\$ 167. 75

I hereby certify the above bill to be correct

W^m G. Snodgrass,
 Sheriff of Union County, Ohio.

To the Clerk of Courts, 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.

The Union Banking Company.

v.s.

Mrs. M. R. Moore, J. T. Moore.

And Alf Scott.

Judgment by confession for \$843.¹⁹/₁₀₀
8th of Apr. 1st 1895.

Entry

This day came the Plaintiff by J. H. Kirkade, Attorney, and filed its Petition against said Defendants and thereupon Richard L. Gammon an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said Defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendants waived the issuing and service of process, entered the appearance of said Defendants herein, and acknowledging that said Defendants did owe and were indebted unto the Plaintiff as it had in its 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 Eight hundred and forty three Dollars, bearing interest at 8 per cent 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 The Union Banking Company Plaintiff do recover of the said Mrs M. R. Moore, J. T. Moore, and Alf Scott Defendants the sum of Eight hundred forty three and ¹⁹/₁₀₀ Dollars, so confessed, as aforesaid, with interest from April 1st 1895 at 8 per cent per annum, and also costs in its 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 replevin thereon and by said Defendants waived and released,

Louis Meaton Plaintiff }
 v.s }
 John C Stokes Defr } No 6433

November 14th 1895 The following Entry was filed

This day came the parties and this cause came on for hearing upon the Motion of Mac Reynolds et al to set aside the sale of lands heretofore made in this cause for reasons in the said Motion stated

On consideration whereof the Court being fully advised in the premises finds that there was a clerical error in the entry on the Journal of this Court in Journal No 17 on Page 183, as follows:

In said entry it is made to appear that the interest of the said John C Stokes in the lands therein described was found by the Court to be a One Eighth interest. When in truth the Court found the same to be a one Twelfth interest and it should have been so entered. The subsequent proceedings having followed said error, it is now ordered by the Court that the former appraisement and sale of the said lands be and the same is hereby set aside; and it is further ordered that the error in the said entry be corrected so as to show that the interest of said John C Stokes in the said lands is one Twelfth thereof. And it is now ordered that the said one Twelfth interest of said John C. Stokes in the said lands be appraised, advertised and sold and the proceeds applied to the payment of the amount heretofore found due plaintiff, and that an order of sale issue to the Sheriff for the purpose aforesaid

Porter + Porter Atty for Mac Reynolds et al
 Cannon + Cannon atty per Louis Meaton

Friday Oct 4th 1895

68-50.

Court adjourned until December 2nd 1895.

In Chambers.

6850.

Catherine Huffman }
 v.s. } Entry
 Ira Huffman. }

This cause coming up upon the motion of Plaintiff to dismiss said action, the same is hereby dismissed and costs paid by Plaintiff.

Oct 14th 1895.

Be it Remembered, that 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, A.D. 1895. To fix the times for commencing the terms of Court in said District for the year 1896, 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 1896, 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 13 th	April 13 th	Sept 14 th
In Hancock County.	January 6 th	March 31 st	Sept. 13 th
In Hardin County.	January 6 th	April 8 th	Sept. 16 th
In Logan County.	February 17 th	May 11 th	Oct 19 th
In Marion County.	February 17 th	May 18 th	Oct. 19 th
In Seneca County.	February 17 th	May 19 th	Nov. 10 th
In Union County.	January 13 th	April 6 th	Sept 7 th
In Wood County.	February 17 th	May 12 th	Nov 10 th
In Wyandot County.	February 17 th	May 17 th	Oct. 19 th

In Testimony of which we have hereunto set our hands at the date herein before set forth.

J. W. Schaefflberger.
 Charles M. Melhorn.
 Allen Smalley.
 John A. Pitzer.
 Caleb B. Norris. } Judges.

November 13th 1895 The following entry was filed

In the Matter of the Estate of }
Alford M^{rs} Campbell Dec'd }
No 4163
In the Common Pleas Court of Union County Ohio
November 13th 1895

Filing first and final account

This day came James M^{rs} Campbell now Probate Judge of said County and as Administrator of the Estate of Alford M^{rs} Campbell late of Union County Ohio Decedent presented his first and final account in Settlement of said Estate duly verified

Whereupon the Court do order the same filed and advertised for hearing on Wednesday the 4th day of December A.D. 1895 at nine O'Clock A.M. to which time said matter is continued

Judge of the Court of Common Pleas

Caleb Marsh }
vs } No 6972
Duncan M^{rs} Dean et al }

November 8th 1895 This case dismissed by order of Plaintiffs attys
J.S. Jones & Son

John Pierrol }
vs } No 6898
A.S. Morquidge et al }

Oct 26th 1895 This day the Plaintiff John Pierrol paid the costs and dismissed the action in this case
J. N. Gornell clerk

Moses Thompson Plaintiff }
vs }
B.V. Buffington Plaintiff }

November 16th 1895 The following entry was filed to wit
In the Court of Common Pleas of Union County Ohio

This day came the defendant and presented to the Court his three Bills of Exceptions and prayed the Court to sign and seal the the same and make them a part of the record in this case which is done accordingly. Said three bills of Exceptions are duly approved by the Court and are numbered one two and three.

Hester A Gornell }
vs } No 6914
The Springfield Fire and }
Marine Insurance Company }

Entry

The matter in the above entitled cause having been fully adjusted between the parties said case is dismissed and costs paid in full by the Plaintiff

Cameron & Cameron
attys for Plaintiff

No 6642

The Board of Infermiary directors
of Champaign Co

vs

The Board of Infermiary directors
of Union Co

Union Common Pleas
State of Ohio Union County ss
Entry of allowance & filing of the Bill of Exception

November 22nd 1845 The following entry was filed

This day the plaintiff

Entry
This day the plaintiff prepared and presented to the Court his certain bill of exceptions, which the Court allowed and signed, and ordered the same to be filed with the pleadings as part of the record herein, but not to be spread upon the Journal. Bill of Exceptions filed.

Approved.
John S. Price Judge.

Monday December 2nd 1895

Court convened at 9 o'clock A.M. Pursuant to adjournment

Present Hon. John A. Rice
Judge

James A. Kile et al }
v s } No 6965
Taylor Weston Miller et al }

Entry

This day came the P^lty by their atty and obtained leave to file reply to defendants answer reply filed

Joseph P. Robbins P^lff }
v s } Court Common Pleas of Union County, Ohio
Charles H. Robbins & others
Def

This day came Plaintiff and entered a motion to the court to appoint a Guardian Ad Litem in this case for Ethel Robbins & Rubie Robbins it being made to appear to said court that said Ethel Robbins & Rubie Robbins are minors the court therefore appointed J. Harry Hinkade an attorney of this court Guardian ad Litem for said Ethel & Rubie Robbins

Mary A. Gibson }
v s } Common Pleas Court Union Co Ohio
P & O Railway Co }

This day came the Defendants & upon motion to the court obtained leave to file answer in this case in ten days Robinson & Woodburn atty for Defs

Louis O. Beem et al }
Plaintiff } State of Ohio Union County 30
v s } No 6970 } In the Court of Common Pleas
Elarance K. Holzerstott et al }
Defendant } December 2nd 1895

On motion of Attorneys leave was granted to answer in the above entitled case within 30 days
O K John A. Rice
Judge

Joseph D. Boardman Plaintiff }
v s } Entry
James Lord & others Defendants } Ordering Constructive Service on nonknown
Whereas ~~James Lord~~

This day this cause came on to be heard upon motion to the court for an order for Constructive Service on the unknown heirs of Daniel Reed

Whereupon the court being fully advised in the premises it being made to appear to the court that the names and residence of the heirs of said Daniel Reed are unknown to the plaintiff herein

It is by the court ordered that notice of the pendency and prayer of this cause be made on them by publication in some manner and for some time as in case of other non-resident Defendants
J. Piper atty for Plaintiff

Monday December 2nd 1895

Clerks Certificate for Pay

Sheriffs Office Union County Ohio

Marysville Ohio December 2nd 1895

Entry

To Hon. John A Price Judge

The Court charges for the September Term A.D. 1895

Union County Common Pleas are due for services rendered and are as follows

Union County Ohio To Wm G Snodgrass Sheriff Dr

To Joseph Lawrence Baliff \$2.00

To Jesse Pearce Deputy \$2.01

Total \$4.00

I hereby certify the above bills correct

Wm G Snodgrass

Sheriff of Union County Ohio

To the Clerk of Courts 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

No 6916

C F Fields Plaintiff

v s

Fred Fisher Defendant

Court of Common Pleas

Union Co Ohio

Entry

Dec 2nd 1895 Leave was this day granted the defendant to file his answer in the above entitled cause within 30 days

No 6946

Lewis Lemay

v s

John H Calaman et al of Proceeds

Common Pleas Court Union County Ohio

Decree of Confirmation, Order of Deed and Distribution

On Motion of the plaintiff and on his producing the return of the Sheriff of the Sale under the former order of this Court, and the Court on careful Examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the Order of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed and it is further ordered that the said Sheriff convey to the purchaser Lewis Lemay by deed according to law the property so sold and that the purchaser is hereby subrogated to all the right of the said lien holders in the said premises so far as they may be paid herein for the protection of his title. It is further ordered that the Clerk cause satisfaction of the Mortgage herein and on to be entered in the record thereof in the Office of Recorder of Union County and the Court coming to distribute the proceeds said sale in the hands of said Sheriff amounting to \$1660⁰⁰ it is ordered that the Sheriff pay 1st to the Treasurer of this County the tax penalty and interest against said property to-wit \$48⁹¹/₁₀₀. 2nd the costs in this action taxed at \$ /⁰⁰ 3rd this said plaintiff Lewis Lemay the balance of said Money remaining in his hands to-wit the sum of 37⁹⁴/₁₀₀ to be applied on as a credit on his said Judgment against said defendants and that still remaining due to the said Lewis Lemay the sum of \$611⁰⁰. it is considered that he recover the same from the defendant John H Calaman and Mattie S Calaman and Execution is remanded therefor

W.W. Merchant Atty for Plaintiff

Monday December 2nd 1895

Entry
William G Snodgrass }
Vs } No 6976
Dolph H Moore et al }

This day came the plaintiff by his attorneys and it appearing to the Court that the defendant Dolph H Moore is in default for answer or answer to the petition and that this is a case in which a separate judgment may be rendered. The plaintiff waived a jury and submitted this cause to the Court upon the petition and evidence.

On consideration whereof the Court being fully advised in the premises finds in favor of the plaintiff and against the said Dolph H Moore and that the said Dolph H Moore is indebted to the plaintiff by reason of the facts stated in the petition in the sum of One hundred and forty two $\frac{21}{100}$ Dollars with interest thereon from the 14th day of April 1895.

It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant Dolph H Moore the said sum of One hundred and forty five $\frac{99}{100}$ Dollars being the sum found due with interest to the first day of of this term of Court and that the plaintiff recover from said Dolph H Moore his cost in this case expended taken at 8.

And it appearing that the defendant the Union Banking Company has filed answer herein it is ordered that as to all matters in issue between the plaintiff and said Union Banking Company this cause stand continued.

Hilas M Lee et al }
Vs } No 6983
Mary R Lee et al }
Common Pleas Court Union County Ohio
Decree for partition no Dower to assign

Now this cause coming on to be heard upon the petition and the evidence the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition and they are in default for answer thereto. Whereupon the Court find that the plaintiffs herein named are tenants in common in the estate described in the petition as the lands of the said Sarah T Lee. That the Plaintiff the said Hilas M Lee is entitled and has a legal right to the two fifths ($\frac{2}{5}$) part thereof. The plaintiffs Ora O Amorine Elizabeth Lee and Emily R Lee each have a legal right to the one fifth part thereof and that the plaintiff are entitled to have partition as prayed for. It is therefore ordered adjudged and decreed that partition of said estate of the said Sarah T Lee be made in favor of those said plaintiffs and L. B. Harvey Norton Reed and A. J. Rigdon three Judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County commanding him that by the Oaths of the Commissioners above named he cause to be set off and divided to each of the above named plaintiff the parts and proportion of said estate to which they are severally above found entitled and of his proceedings herein said Sheriff is ordered to make due return.

W. W. Marchant Atty for Plaintiff

Monday December 2nd 1895

George W Courts Plaintiff }
 v.s } No 6948
 J. M. Severe et al Defendants }

No 6948

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 & tenements under said writ. And the Court having carefully examined the said proceedings being satisfied 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 do therefore approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser George W Courts a deed in fee simple for the lands and tenements so sold to-wit. Being out lot number (10) Ten and (11) eleven excepting therefrom the following described tract which also includes a part of In Lot No (222) two hundred and twenty two to-wit, Beginning at a stake in the East line of out lot No 10 and west line of Fulton Street. Thence North along the East line of said out lot No 10 and of In lot No 222 70 feet to a stake, Thence North West along the North East line of In lot No 222 - 24 1/2 feet to a stake at a point where the North East line of said In lot No 222 intersects with the South line of the N & O P Railroad. Thence South West along the South line of said Railroad 91 feet to a stake Thence South East 102 feet to the place of beginning.

And a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to the distribution of the purchase money in the hands of the Sheriff order that he pay. First to the Treasurer of the County the taxes and penalty due upon the property so sold to-wit the sum of \$4⁵².

Entry

Second to the clerk of this Court the costs of this action taxed at \$18²¹.

Third to the plaintiff George W Courts the amount of the judgment herein rendered and notes not yet due so far as said \$500 will pay to-wit the sum of \$277²⁷.

And that for the balance not yet due on said notes and not paid out of said sum of \$277²⁷ to wit for the sum of \$250⁰⁰ this action is dismissed without prejudice to a another action.

David M Robinson }
 v.s } No 4145

Pittsburg Chicago and
 St Louis Rail Road et

On application of plaintiff leave is given plaintiff to file an amended petition in 80 days from the 2nd day of December 1895 making further parties to cause is continued.

Monday Dec 2nd 1895

No 6931 Dora B Miller et al } Entry
 v.s } Plaintiff } Application of Defendants for Billments
 Emma Brown et al } Defendant }

This day came the said Emma Brown and made application for the valuation of improvements and assessments of damages under the Statute for relief of occupancy claimants upon the premises in the petition described. And the Court having considered said application and being of opinion that the said Emma Brown is entitled to relief in that behalf. It is ordered that further proceeding be allowed in the premise agreeable to the provisions of the Statute in such cases made and provided. So Paper atty for Defendant.

Monday Dec 2nd 1895

No 6984

Joseph P Martin Plaintiff }
vs }
Emanuel Rauech and }
Other Defendants }

Entry
Order dissolving partnership and
Appointing Receiver

This day this cause came on to be heard upon the motion
of plaintiff herein for the appointment of a receiver for said partnership
Whereupon the court find that several members of said firm style The
Chuckery Horse Company have sold their interest in said firm and the property
of the same

That the business of said firm has been conducted for the last two years
at a loss that there is no prospect for any better condition of said business and
that there is danger of loss to said firm of its property

It is therefore by the court ordered that said firm the Chuckery Horse Company be and
the same is hereby dissolved

It is further by the court ordered that Joseph Mc Hawn be and he is hereby appointed
receiver of all the debts property, equitable interest and things in action belonging
to said firm that said receiver upon being duly qualified proceed to collect the debts
due to said firm. Sell all the property belonging to said company and compound for and
compromise all demands and make full and complete settlement of all business of said
firm

It is further ordered by the court that the said parties herein and all other persons
having any of said property in their possession or under their control deliver the
same to said receiver Joseph Mc Hawn and that all persons owing said firm in any
manner whatever are hereby directed to pay over the same to the said Joseph Mc Hawn
as such receiver upon his demand for the same

It is further by the court ordered that before entering upon his duties as such receiver
the said Joseph Mc Hawn execute to the State of Ohio an undertaking conditioned
according to law in the sum of one thousand dollars (\$1000⁰⁰/₁₀₀)

and now comes the said Joseph Mc Hawn and presented his undertaking with
Joseph P Martin and Benjamin L Robinson as sureties in said sum of one thousand dollars
(\$1000⁰⁰/₁₀₀) to the approval of the court and was duly sworn as such receiver

Barbara Tipton Plaintiff }
vs }
George Tipton Defendant }

In the Court of Common Pleas
Union County Ohio

Entry

This cause came on this 2nd day of December 1895
upon the application of the defendant for leave of court to amend his answer and
cross-petition herein. and the court upon ^{the} consideration grants him twenty days
from this date in which to file said pleading

Monday December 2nd A.D. 1895

Green Joyce & Co Plaintiff
vs
N.H. Hildreth & William Hildreth Defendants

In Court of Common Pleas
Union County
Ohio

Entry

Now come the plaintiffs by their attorney 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 and that there is due the plaintiffs from the defendant N. H. Hildreth as principal and the defendant William Hildreth as guarantor upon the note and guaranty in the petition set forth, the sum of one hundred and forty-six dollars and eighty-five cents (\$146.85) with eight per cent interest thereon from the date until paid.

It is therefore considered and adjudged that plaintiffs recover from defendants, the said sum of one hundred and forty-six dollars and eighty-five cents (\$146.85) with eight per cent per annum interest thereon from this 2nd day of December, 1895, and their costs herein expended taxed at \$

John W. Crawford as Executor of
Chancery & Hill deceased Plaintiff
vs

In Court of Common Pleas
Union County
Ohio

Albert Hamilton et al Defendants

Entry

Now comes the plaintiff herein by his attorney and the defendants each and all being in default for answer and demurrer; the Court find that they were each properly served with summons and by reason of said default they confess the facts stated and allegations made in the petition to be true, and that there is due the plaintiff from the defendant Albert Hamilton, as principal and interest on the note set forth in the petition herein, the sum of one hundred and seventy-six dollars and ninety cents (\$176.90) with eight per cent interest thereon from this 2nd day of December, 1895, until paid. Which amount and interest it is considered and adjudged that plaintiff recover from said defendant, Albert Hamilton.

The Court further find that in order to secure the payment of said note and interest the defendant, Albert Hamilton and Luella Hamilton, his wife, executed and delivered to ^{said} Chancery & Hill, deceased this certain Mortgage deed as in the petition described, and on the premises described; that said Mortgage was duly recorded in book No. 31 at Page 571 of Union County records of Mortgages, and is the first and best lien on the premises described in the petition.

It is therefore considered, adjudged and decreed that unless the defendant Albert Hamilton shall within five days from this 2nd day of December, 1895, pay or cause to be paid to the clerk of this Court the costs of this action and to the plaintiffs herein the sum above found due him with interest as aforesaid, the defendants equity of redemption be foreclosed, and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and to bring the proceeds into Court for further order.

Entry

Entry

Monday December 2nd A.D. 1895

The State of Ohio }
 v's } Burglary
 Justin Goff }

Entry

This day came on this cause to be heard upon the matter of allowance of attorney fee to S. Piper herein before appointed to conduct defence in behalf of said Justin Goff

Therefore the Court being fully advised in the premises do allow to said S. Piper as attorney fee for defence of said defendant in the sum of thirty five Dollars (\$35⁰⁰) to be paid out of County treasury upon the warrant of the County Auditor

Joseph P. Robbins }
 v's }
 Charles H Robbins et al }

Common Pleas Court of Union County Ohio

Entry

This case came on to be heard upon the pleadings and the Court being fully advised in the premises finds for the Plaintiff and that the said defendants have had due notice of the pendency of this suit and that Plaintiff is entitled to have partition of said premises and to have the one tenth part thereof in severalty and that said defendants Charles H Robbins Sewell S Robbins James H Robbins Jennie S Robbins David M Robbins Ira O Robbins Cynthia E Weitenburger Emma J Goros are each entitled to the one tenth part thereof in severalty and that said Defendants Ethel Robbins and Rubie Robbins are each entitled to the one twentieth part thereof severalty. It is therefore considered ordered & adjudged and decreed that by the oaths of J J Watts George W Moore and Sorey C Ford freeholders resident of said County partition be made of the real estate aforesaid described as follows to-wit-

Situate in the Village of Broadway Union County Ohio & being a strip of land thirty eight (38) feet wide off of the west side of lot No Two (2) of said Village with a two story Building with a brick foundation & a one story Building frame & being the property conveyed to said Mary A Robbins March 27-1891 by deed Recorded in Book 67 in the Records of deeds of said County

Sitting apart by Metes & Bounds to said Plaintiff the one tenth part thereof and to the said defendants Charles H Robbins Sewell S Robbins James H Robbins Jennie S Robbins David M Robbins Ira O Robbins Cynthia E Weitenburger & Emma J Goros each the one tenth part thereof & to Ethel Robbins & Rubie Robbins each the one twentieth part thereof and if the same can not be so set apart and if Partition can not be made by metes and bounds that upon the oaths of said J J Watts George W Moore & Sorey C Ford the said property be appraised according to law & a return of this proceedings therein be made to this Court according to law and for all other purposes this cause is continued, reserving all rights of any one of the heirs to any and all claims they may have against the estate of said Mary Robbins in the final order of distribution

Robinson and Woodburn atty for Plff

S Piper atty for James W Robbins

Monday December 2nd A.D. 1895

Gasper R. Guy Plaintiff }
 vs }
 Mary Brueggemyer et al Defs }
 In Common Pleas Court
 Union County Ohio
 Entry, Decree of Confirmation, Order for Sale
 and Distribution of Proceeds

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 in all respects been 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 as Special Master Commissioned Convey to the purchaser John Robinson by deed according to law, the property so sold: and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises, so far as they may be paid herein, for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises the said John Robinson being a defendant herein.

It is further ordered that the Clerk cause satisfaction of the Mechanics Lien herein sued on and the Mortgage set up in the answer of John Robinson, to be entered on record thereof in the office of the Recorder of Union County, Ohio.

And the Court coming on now to distribute the proceeds of said sale amounting to \$500⁰⁰ it is ordered that the Sheriff out of the money in his hands pay -

First - To the Treasurer of this County the taxes, penalty and interest against said property to wit the sum of \$

Secondly - The costs of this action taxed at \$

Thirdly - to the plaintiff Gasper R. Guy the amount heretofore found due him with interest to wit the amount of \$50⁰⁰ and interest

Fourthly To the defendant John Robinson the amount heretofore found due him to-wit \$424³⁹ with interest and amounting to \$432⁵²

Fifthly To the defendant Mary Brueggemyer the balance of the money remaining in his hands

No 6693

The Connecticut Mutual Life Insurance Company Plaintiff }
 vs }
 Elmathem H Reed Nathaniel Reed and other Defendants }
 Court of Common Pleas
 Union Co Ohio Entry
 Judgment & Order of Sale

This day this cause came on to be heard by the Court upon the petition of the Plaintiff. The said defendant Elmathem H Reed and Nathaniel C Reed his wife being in default for answer or demurrer to the said petition of the plaintiff, and the Court having heard the proofs and evidence adduced and being fully advised in the premises doth find

- 1st All and singular the statements contained in said Petition to be true
- 2 That there is now due to the Plaintiff, The Connecticut Mutual Life Insurance Company from the said defendants Elmathem H Reed and Nathaniel C Reed upon the promissory note in the first cause of action set fourth in the said Plaintiff Petition the sum of \$1317^{08 1/2}/₁₀₀, which is entitled to draw interest at the rate of 8 per centum per annum from the first day of the present term of this Court to-wit from the 9th day of Sept 1895. And upon the promissory note the second cause of action set fourth in said Plaintiff Petition the sum of \$39⁵²/₁₀₀ which is entitled to draw interest at the rate of 8 per centum commencing from the first day of the present term of this Court, to-wit the 9th day of Sept 1895 and upon the claim for taxes in the fourth cause of action in said

Monday December 2nd 1895

Plaintiff's petition set forth the sum of \$126⁴²/₁₀₀ which is entitled to draw interest at the rate of 8 per centum per annum from the first day of the present term of this Court to-wit Sept 9th 1895. The Plaintiff upon the ^{said} several different causes of action in said petition set forth is entitled to recover from said Elmathan H Reed and Nathaniel C Reed as above set forth the total sum of \$1483²²/₁₀₀ which said sum is entitled to draw interest at the rate of 8 per centum from the first day of the present term of this Court to-wit from Sept 9th 1895.

Whereupon it is considered by the Court that the defendants equity of redemption be foreclosed and that the Plaintiff The Connecticut Mutual Life Insurance Company recover of the defendants Elmathan H Reed and Nathaniel C Reed the said sum of \$1483²²/₁₀₀ with 8 per cent interest from Sept 9th 1895 together with the costs herein taxed at \$ for which execution is awarded. And it is further ordered by the Court that unless the said defendants Elmathan H Reed and Nathaniel C Reed pay or cause to be paid said above adjudged sum of money to the Plaintiff within 10 days from date entry hereof an order of Sale issue to the Sheriff for the time being 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.

And that as to the answer and cross petition of the defendant A. J. Whitney and as to the question of the priority of the defendant liens this cause is continued.

J H Kinkade atty for Plff
Brodrick for Defts Reed & Reed

Alice Lahn Plaintiff

vs

Mary Porter et al Defendant

Court of Common Pleas

Entry Distribution

This cause coming on for hearing upon final distribution of the proceeds of the sale of the premises. It is ordered by the Court that the Sheriff out of the proceeds of the sale pay as heretofore ordered 1st The taxes, 2nd costs of this action including atty fee to J H Kinkade \$46 - 3rd to Clerk costs in case of Emma A Morrey vs Geo N Morrey to about \$129⁶⁵/₁₀₀.

4th To James R Abaker Admrs of the estate of J N Morrey decd for his said Estate 1/50²¹ all as heretofore ordered. It is further ordered that the remainder of the said proceeds be then equally distributed when paid among the heirs of said John N Morrey as follows

To Alice Lahn	1/5
" Mary Porter	1/5
" W R Morrey	1/5
" J A Morrey	1/5
" Grace Silbermann	1/5

No 6698

Monday December 2nd 1895

No 6965

James A Kille and Lorenzo C Kent Plaintiffs
vs
Taylor Westmiller Cathrine Westmiller
his wife and John Robinson Defendants

Union Common Pleas

Entry

No 6660

This day came the parties in this action by their attorneys and thereupon this cause came on to be heard on the Petition of the Plaintiff and answer said Cross Petition of the defendant John Robinson and the evidence. The defendants Taylor Westmiller and Cathrine Westmiller being in default for answer and demurrer to the said cross petition of John Robinson and the said Plaintiff being in default for answer and demurrer to the said cross petition of John Robinson and was submitted to the Court

at 4.

On consideration whereof the Court find that the allegations of said answer and cross petition of the defendant John Robinson are confessed by the Plaintiffs and said Taylor Westmiller and Cathrine Westmiller to be true, and the Court find that there is due to the said John Robinson defendant from the said Taylor Westmiller and Cathrine Westmiller the sum of \$368⁰⁰ with interest as in his answer and cross petition set fourth and the Court further find that in order to secure the payment of said debt the said Westmillers defendants executed their certain mortgaged deeds upon the said property in said answer and cross petition described being the same property described in plaintiffs petition and that said mortgage was on the 27th day of October 1892 duly recorded in Book Page of the records of Union County Ohio of Mortgage and that the same is the first lien on the premises described in said Petition and Cross Petition It is therefore considered by the Court that unless the said defendants Taylor Westmiller and Cathrine Westmiller shall within 10 days from the entry hereof pay or cause to be paid to the said plaintiffs the said sum of \$ so found due with interest at 8% from date of this entry and to the clerk of this Court the costs taxed herein at \$

The equity of redemption of the said Westmillers and defendants be foreclosed and said premises shall be sold and an order of sale therefor shall issue to the Sheriff of Union County directing him to sell said premises as upon Execution and bring the proceeds into Court further order

J B Ball for J Robinson

Monday Decemr 2nd 1895

No 6680
Lester Clark et al
vs
Rebecca Milligan et al

Entry of Distribution

This day this cause came on for hearing on motion to confirm the report of the Receiver herein filed and the Court having examined the same do hereby approve and confirm said report

This cause thereupon came on further to be heard on motions of the parties to distribute the funds in the hands of the Sheriff as proceeds of the sale of said premises and the funds reported by said Receiver amounting in all to \$4418.20 less \$374.22 heretofore distributed

- It is ordered by the Court that said Sheriff pay
- 1st To the Clerk of this Court the incense cost herein \$ 2.79
 - 2nd To the Plaintiff Lester Clark 1/2 of the residue \$ 560.62
 - 3 To the Plaintiff Susan Caryl 1/2 " " \$ 560.62
 - 4 To the Plaintiff Henry Clark 7/8 " " \$ 1569.69
 - 5 to the Defendants F. Milligan Rosa Milligan
Nellie Milligan and Charles (Passaich)
Milligan as heirs of Samuel Milligan dec'd
Subject to the dower of Rebecca Milligan
Widow of said Samuel Milligan Dec'd 7/24 \$ 1172.29
 - 6th To the Defendants Seneca Milligan heir of Jesse B Milligan dec'd
Subject to the of Rebecca Milligan Widow of said Jesse B Milligan Dec'd 7/24 \$ 168.18
 - 7th To the Defendants Mary Murphy and Julia Milligan heirs of
Amos S Milligan dec'd Subject to the dower of Nancy Hamel
Widow of said Amos S Milligan dec'd 1/24 \$ 168.18
 - 8th To the Defendant Sam Mc Prazie 1/24 \$ 168.18
 - 9th To the Defendant Nancy J Stewart 1/24 \$ 168.18
 - 10th To the Defendant Margaret Love 1/24 \$ 168.18
 - 11th To the Defendant Charles J Stamford 1/24 \$ 168.18
 - 12 To the heirs (names unknown) of N Greene Clark
Widow of Sarah J (Milligan) Dunlap \$ 168.18

Brodrick for Plaintiff & heir of N Greene Clark
L. Pepp attorney for Def'ts except Clark heir

Monday December 2nd 1895

Andrew Gill and
John L. Hamlett
vs
Kinsley Wood

Case No 6540

Dec. 2nd 1895

This day this case is settled as follows to wit: the defendants to pay to plaintiff the sum of \$200 - which sum defendant has already paid the Plaintiff and defendant is to consent & release the defendant Andrew Gill from all ~~any~~ claims of defendant he may have against Gill on a Stallion or horse ~~consent~~ \$50. and each party is to pay one half the cost of Court Judgment accordingly No record to be made

Approved J. W. Robinson

No 6936

1st

2nd

3rd

Monday December 2nd 1895

State of Ohio Union County ss

The Commercial Mutual Life Insurance
Company Plaintiff

No 6936

vs

George M^c Peck and others Defendants

Entry

This day this Cause came on to be heard by the Court upon the Petition of the plaintiff. The said Defendants George M^c Peck and Rachel E. M^c Peck his wife being in default for answer or demurrer to the Petition of the Plaintiff and the Court having heard the proof and evidence adduced by the parties and being fully advised in the premises doth find

1st

All and Singular the Statements contained in said Petition to be true

2nd

That there is now due to the Plaintiff from the said defendants George M. M^c Peck upon said promissory Note in the said first Cause of action set forth in the Plaintiffs Petition the Sum of Four thousand Six Hundred and Seventy dollars (\$4670⁰⁰) which is entitled to draw interest from the first day of the present Term of this Court to-wit from September 9th 1895 at the rate of 8 per centum per annum payable Semi Annually

3rd

And that Except taxes upon said mortgaged premises & Costs of this Suit the said Lien of the plaintiff herein is the first & best and only Lien upon the premises in the petition described. Wherefore it is adjudged by the Court that the plaintiff herein recover against the said George M. M^c Peck the said Sum of \$4670⁰⁰ with interest at 8 per centum per annum payable Semi annually from Sept 9th 1895 together with its Costs in this behalf expended Taxes at \$ for which Execution is awarded

And it is further ordered by the Court that unless the said defendant George M. M^c Peck pay or cause to be paid said above adjudged Sum of Money to the plaintiff within 30 days from the date of the Entry hereof an Order of Sale issue to the Sheriff for the time being of said County commanding him as such said 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

Dec 2nd 1895

J H Kinkade Atty for Plff

Monday December 2nd 1895

Court of Common Pleas, Union County, Ohio.

912

The State of Ohio } Indictment for Burglary & Grand Larceny
 Charles Linnance et al }

And now comes the Prosecuting Attorney on behalf of the state of Ohio and presents to the Court the recognizance of one of said defendants Charles Linnance taken before said Court of Common Pleas, on the 17 of April 1895; in the sum of \$2000⁰⁰ Two Thousand dollars with Nathan Applefield John Brown George D. Hut J. C. Schumck W. S. Linnance and Jacob V. Nash as surety.

Thereupon the said defendant Charles Linnance being three times solemnly called to appear and answer said charge as he agreed to do and failing and failing so to do, and Nathan Applefield John Brown George D. Hut J. C. Schumck W. S. Linnance and Jacob V. Nash the surety being each separately three times ^{collegially} called, to produce the body of said defendant Charles Linnance as he agreed to do and failing so to do, the Court ordered that the said recognizance be and the same hereby is forfeited absolutely, to all of which said defendant at the time excepted but on motion for procedure was suspended by said Court until the next term thereof.

C. K.

Porter & Porter

Atty for Linnance

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 September A.D. 1895 was begun on the Second Monday the 9th day of September A.D. 1895 and continued from day to day by regular adjournments until the 2nd day of December A.D. 1895 and it so adjourned without day

Attest J. N. Gasnell

Clerk of the Common Pleas Court

of Union County Ohio

In Vacation

The State of Ohio }
Union County }
Court of Common Pleas
Marysville Ohio Dec 2nd 1895

It is ordered that the Clerk of the Said Court shall between the
the hours of ten O'clock in the forenoon and twelve O'clock noon on the fourth
Monday previous to the Setting of the Court of Common Pleas in said County to-wit
on the 16th day of December A.D. 1895 in the presence of the Sheriff proceed in accordance
with the law in such cases made and provided, to draw from the Jury wheel, Fifteen
names of persons to serve as Grand Jurors and fifteen names of persons to serve
as Petit Jurors and shall forthwith issue venire for the said Jurors so drawn
to be and appear before said Court on the first day of the term thereof to-wit on the
13th day of January A.D. 1896 at 10 O'clock in the forenoon of said day

John A. Price
Judge of Court of Common Pleas

Court of Common Pleas Union County Ohio

Anna Taylor Lowe
Admin of the estate of
Wm Fairchild Dec'd
Plaintiff
vs
Cary James
Defendant

Entry of notice mailed to Cary James
was filed Dec 17th 1895

On the 17th day of December 1895 the Plaintiff delivered to the
Clerk of this Court with the requisite postage stamps, the following printed
notice which said Clerk on the same day duly mailed to said Cary James
addressed and directed to him at Pittsburg in Allegany Co and State of Penn

Fred Kurt Plff }
vs }
John S Thompson Dft }
In Court of Common Pleas
Union County Ohio
Entry

By agreement of parties this cause is settled this 18th day of
December 1895 as follows. Defendant agree to pay plaintiff the one half of the
amount and interest claimed in his petition on or before five days from this date
and to pay all costs in this action incurred which both parties mutually agree shall
be a full and complete settlement of all matter included in said action

J. F. Meiller Atty for Plff

Agua to Robinson & Woodburn
Atty for Dft
Dec 18th 1895

Venue for Jurors

The State of Ohio Union County ss

On the 16th day of December 1895 I received this Venue and served the same on the several persons therein named, at the times and in the manner placed opposite their names endorsed hereon

Wm. G. Snodgrass Sheriff

Grand Jury

	When served	How served
1	Elon Smith	Dec 14 1895 Postal card
2	William Kinney	" " " " "
3	Charles Snyder	" " " " "
4	William Fossey	" " " " "
5	A.M. Donaldson	" " " " "
6	Thomas Robinson	" " " " "
7	Daniel Fry	" " " " "
8	Edward E Jones	" " " " "
9	Dell Lee	" " " " "
10	Henry Warner	" " " " "
11	Elliott Young	" " " " "
12	Arthur Webb	" " " " "
13	George Moore	" " " " "
14	Andrew Middelworth	" " " " "
15	J R Dodge	" " " " "

Petst Jury

1	Thomas Martin	Dec 16 th 1895	Postal card
2	John Hudson	" " "	" "
3	David Criffin	" " "	" "
4	Lorenzo Cheney	" " "	" "
5	John Brown	" " "	" "
6	A A Hill	" " "	" "
7	Wesley Southard	" " "	" "
8	William Lee	" " "	" "
9	William Gelf	" " "	" "
10	George Baldwin	" " "	" "
11	A Cameron	" " "	" "
12	G P Ellenwood	" " "	" "
13	S B Baker	" " "	" "
14	William Stricker	" " "	" "
15	William Gallif	" " "	" "

Monday January 13th 1896

State of Ohio }
County of Union } ss.

The separate session of the Court of Common Pleas of the 10th Judicial District - and 3^d Sub division 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 Six held in the Court House in the City of Marysville County of Union State of Ohio, was begun on the 13th day of January in the year aforesaid.

Present:

Hon. John A Price Judge of the Court of Common Pleas of the 3^d Sub-division 10th Judicial District of Ohio.

Wm. Snodgrass Sheriff of Union County Ohio.

Attest:

J. N. Gosnell Clerk of the Court of Common Pleas of Union County Ohio.

The venire facias for a grand jury heretofore issued and returnable this 13th day of January at 10 O'clock A.M. was duly returned by the Sheriff with his endorsements thereon to wit:

The State of Ohio }
Union County } ss.

On the 16th day of December 1895 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 -

Grand Jury summoned.		Postal Card	Dec. 16/95
1	Eloa Smith		
2	William Kinney	"	"
3	Charles Snider	"	"
4	William Fossey	"	"
5	A. M. Donelson	"	"
6	Thomas Robinson	"	"
7	Daniel Fry	"	"
8	Edward Jones	"	"
9	Dell Lee	"	"
10	Henry Warner	"	"
11	Elliot Young	"	"
12	Arthur Webb	"	"
13	George Moore	"	"
14	Andrew Middelsworth	"	"
15	J. R. Dodge	"	"

Wm. Snodgrass Sheriff
And upon calling the same on open Court, Eloa Smith, William Kinney, Charles Snider, William Fossey, A. M. Donelson, Daniel Fry, Edward Jones, Dell Lee,

4145

6796

January 13th 1896

Henry Warner, Elliott Young, Arthur Webb, George Moore, Andrew Middelsworth and J. R. Dodge appeared in answer thereto: Thomas Robinson failed to appear and the panel being incomplete the Sheriff summoned J. L. Richie ^{from the hypothesis} as takerman to complete the same who appeared in answer thereto, and the panel being full the Court appointed George Moore Foreman of the Grand Jury, and he with his fellow jurors took the oath 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:

- 1st George Moore Foreman
- 2^d Elon Smith
- 3 William Kinney
- 4 Charles Snider
- 5 William Fossey
- 6 A. M. Donelson
- 7 Daniel Fry
- 8 Edward E. Jones
- 9 Dell Lee
- 10 Henry Warner
- 11 Elliott Young
- 12 Arthur Webb
- 13 Andrew Middelsworth
- 14 J. R. Dodge
- 15 J. L. Richie

4145
 Daniel M. Robinson
 vs
 Pittsburg Cincinnati
 & St. Louis Railway Company.

} Court of Common Pleas
 } Union County Ohio.

This day came the parties and the plaintiff having filed his petition by leave of the Court making "The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company" defendant - as successor of said original defendant, and said latter Company having by its attorney duly authorized entered its appearance this cause is continued with leave to defendant to plead thereto in thirty days.

6796
 The Champion Cash Register Co.
 vs
 C. Kohn.

} Court of Common Pleas
 } Union County Ohio.

This day came on this cause to be heard on Defendant's motion for security for costs whereupon the Court being satisfied that plaintiff is non-resident of this County the Court orders that plaintiff give security for costs according to law in ten days from this date January 13th 1896.

January 13th 1896

6748

Flutwood Courtwright }
vs }
L. J. Taylor }
Court of Common Pleas
Union County Ohio.

7011

This day came the parties in this cause and waived a trial by jury and submitted this cause to the Court and neither party offered any evidence whereupon the Court find from the petition, answer and reply that the plaintiff is entitled to recover and thereupon find the Court find for plaintiff on the issues found and that there is due plaintiff from the defendant on the note described in the petition the sum of Eleven hundred and sixty four dollars as principal and the further sum of Seven hundred and thirty six dollars interest thereon making total of nineteen hundred dollars -

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant said sum of nineteen hundred dollars and his costs herein taxed to pay and as to the attachment this cause is passed for further action - \$1164 is to bear eight per cent interest and \$736 to bear six per cent interest from this date.

7013

6945

J. O. Hammond }
vs }
George W. Parthumore et al }
Decree for Sale.

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioner heretofore appointed herein and on motion to confirm the same. And it appearing that said estate can not be divided by metes and bounds without injury to the value thereof and that said commissioner have made and returned their appraisement thereof in the sum of \$. The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of the said parties electing to take the said estate at its appraised value, and there being no due interest, on motion of plaintiff, it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of Union County.

And said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

6908

William L. Dimes }
vs }
Lotte A. Wall et al }
Entry.
This day this cause is dismissed at plaintiffs costs.

January 13th 1896

7011 J. A. Brittenstock }
 vs }
 Watanman Hill & }
 J. L. Berger. }
 Court of Common Pleas
 Union County Ohio.

Now comes the plaintiff by his attorney and the defendants having failed to answer or demur to the petition of the plaintiff, the Court finds that the defendant thereby admits the facts stated in the petition to be true and that there is due from the defendant to the plaintiff on the cause of action set forth in said petition the sum of Eleven hundred and ninety six dollars and ninety six cents (\$1196.96) together with the sum of Thirteen dollars and eighty three cents (\$13.83) as interest thereon.

It is therefore considered by the court that the plaintiff recover from the defendant the sum of \$1210.79 Twelve hundred and ten & seventy nine cents, aggregate, and costs of suit, taxed at \$

7013 Jane & Rudney }
 vs }
 John A. Phillips }
 Court of Common Pleas
 Union County Ohio.

Now comes the plaintiff by her attorney, and the defendants each and both being in default for answer and demurrer, the Court finds that they were each properly served with summons and that by reason of said default they confess the facts stated and allegations made in the petition to be true, and that there is due the plaintiff from the defendant John A. Phillips, as principal and interest on the note set forth in the petition herein, the sum of one thousand and two hundred and seventeen dollars and seventy cents (\$1217.70), which account it is considered and adjudged that plaintiff recover from said defendant. The Court further finds that in order to secure the payment of said note and interest the said defendant John A. Phillips executed and delivered to plaintiff his certain mortgage deed as in her petition described, and on the premises therein described; that said mortgage was duly recorded in Book No. 28 at page 106 of Union County records of mortgages, and is the first and best lien on the premises described in said petition.

The Court further finds that the defendant Sarah E. Westheimer by her default herein admits that she has no lien upon or interest in said premises, and the Court therefore so holds.

It is therefore considered, adjudged and decreed that unless the defendant John A. Phillips shall within one day from this 13th day of January 1896, pay or cause to be paid to the Clerk of this Court the costs of this action, and to the plaintiff herein the sum above found due her, the defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution, and to bring the proceeds into Court for further order.

Thereupon Court adjourned until 9 O'clock tomorrow morning.

Tuesday January 14th 1895.

Court convened pursuant to adjournment at 10 o'clock a.m.

Present Hon. John A. Price

Judge

6951

Journal Entry of Administrator's Statement:

In the Common Pleas Court of Union County, Ohio,
In the matter of the estate of } No. 4163. January 14th 1895.
Alfred M. Campbell Deceased } First and final Account.

This day this matter came on to be heard on motion to confirm account James M. Campbell Probate Judge of said county and Administrator of the estate of Alfred M. Campbell late of Union County, Ohio, deceased, having heretofore, to-wit: On the 13th day of November 1895; filed in this Court his first and final 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 and of general circulation in the County aforesaid, for not less than three consecutive weeks from and after the 14th day of November 1895; and no exceptions having been filed thereto, the said account, together with the vouchers accompanying the same, are now here examined by the Court. And said account, on such examination being found correct, is allowed and confirmed; and the Court do find the said Administrator chargeable with assets of said estate in the sum of \$5877.65 and that he is entitled to credits in the sum of \$5877.65 as shown by said vouchers.

This day this matter came on to be further heard on motion of the said Administrator for the allowance of \$200⁰⁰ as his legal compensation for services rendered by the said Administrator to said estate to this date. On consideration whereof, and the Court being fully advised in the premises, the said Administrator is allowed said sum of \$200⁰⁰ as his legal compensation for services. It is therefore ordered by the Court that the said Administrator retain out of the money of said estate the sum last aforesaid, to-wit: \$200⁰⁰.

6974

And the Court do further find that there is in the hands of the said Administrator due said estate and said account is settled accordingly and the said Account is hereby allowed as the final discharge of the said Administrator.

It is further ordered by the Court that said James M. Campbell Administrator as aforesaid, pay the costs of the proceedings aforesaid, taxed at \$ within ten days and that said account and proof of publication be returned and the findings and orders of this Court in the premises certified to the Probate Court of this County for record.

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

January 14th 1896

6951

Charles F. Wilson }
vs }
Hester V. Wilson }
Court of Common Pleas
Union County Ohio.

This day this cause came on for hearing on the petition and the evidence - The defendant having failed to answer or demur - and the same was argued by counsel and submitted to the Court.

On consideration whereof the Court find that the plaintiff at the time of filing his petition had been a resident of the state of Ohio, for one year next 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 adduced that the defendant has been guilty of willful absence for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Charles F. Wilson and Hester V. Wilson be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the said plaintiff pay the costs herein amounting to \$14.24 and execution be awarded therefor.

6974

Malinda McCartney }
vs }
Leander W. McCartney }
Court of Common Pleas
Union County Ohio.

This day this cause came on to be heard upon the plaintiffs petition the defendant being in default for answer or demurror, and the Court being fully advised in the premises do find for the plaintiff. It is therefore considered ordered and adjudged by the Court that the plaintiff be divorced from the defendant and that both parties be released from the obligations thereof, and that the plaintiff be restored to her ^{former} name of Malinda Burkpile.

The Court further finds the defendant guilty of gross neglect of duty as charged in the petition.

The agreement as to person and real property made by and between the said parties shall be a full satisfaction of all claims of plaintiff herein for alimony.

January 14th 1896.

7035

Henderson & Tullington } Court of Common Pleas
 vs } Union County Ohio.
 Mary C. Miller et al }

This day came the Plaintiff by Robinson & Woodburn Attorneys and filed his petition against said defendants and thereupon John M. Brodick 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, prom 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 having and acknowledging that said defendants did owe and were indebted unto the plaintiffs as they have in their petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiffs, on said indebtedness, the sum of Two hundred and Thirty two & 4/100 Dollars, bearing interest at 8 per cent 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 Henderson & Tullington plaintiffs do recover of the said Mary C. Miller & S. Miller and Dan Miller defendants the sum of Two hundred and Thirty two & 4/100 dollars so confessed, as aforesaid, with interest from January 10th 1896 at 8 per cent 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, petitions and writs of error thereon, are by said defendant waived and released.

6917

6987

January 14th 1896

Samuel R. Burger }
 vs }
 The T. C. O. R. R. Co. }

Court of Common Pleas
 Union County Ohio.

This day this cause came on for hearing on plaintiffs motion to strike out the second and third counts in defendants answer.

The Village of Mansfield, Ohio.

6917

vs
 The Toledo and Ohio Central
 Rail Road Company.

Court of Common Pleas
 Union County Ohio.

This day came the parties and submitted this cause to the Court on agreement of settlement of this cause whereby the defendant agrees to pay to the plaintiff for lights furnished by plaintiff at the points mentioned in the petition at the rate of Two hundred dollars per year commencing May 3^d 1894 and payable one half at the end of ^{every} six months or long as the lights are furnished or other satisfactory arrangements are made between plaintiff and defendant and if the rates shall be reduced with the light Company the defendant is to have the rateable reduction.

Therefore it is considered and adjudged by the Court that said agreement be and it is hereby confirmed and the plaintiff recover of the defendant the sum of Three hundred dollars due Nov. 3^d 1895 and pay the further sum One hundred dollars every six months thereafter and plaintiff by agreement is to pay the costs.

Mullins & Cigler }
 vs }
 F. D. Penney }

6987

Court of Common Pleas
 Union County Ohio.

Now comes the plaintiffs, by their Attorneys, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of One hundred and seventy dollars and sixty-five cents (\$170.65).

It is therefore considered by the Court that the said plaintiffs recover from the said defendant the said sum of One hundred and seventy dollars and sixty-five cents (\$170.65; and their costs herein expended.

Jan. 13/96

6982

John W. Crofford Executor et al }
 vs }
 Albert Hamilton et al }
 In Court of Common Pleas
 Union County Ohio.

Item 5755

On motion of the plaintiff, this 13th day of January 1896, 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 be, and they hereby are, approved and confirmed. And it is further ordered that said Sheriff convey to the purchaser, Keriah M. Kellogg, by deed in fee simple, the lands and tenements so sold; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale, amounting to three hundred and fifty dollars (\$350⁰⁰), it is ordered that the Sheriff, out of the money in his hands, pay:

6984

First - The costs of this action, taxed at \$

Secondly - The taxes on said premises, amounting to \$

Thirdly - To the plaintiff the amount heretofore found due him, with interest to-wit; the sum of one hundred and seventy-eight dollars and fifty five cents (\$178.55).

It is further ordered that said Sheriff hold the remainder of said proceeds in his hands to await and to be distributed according to the further order of this Court.

7012

O. P. Lenox }
 vs }
 William A. Phelps et al }
 Court of Common Pleas
 Union County Ohio.
 Jan'y 13th 1896.

Now comes the plaintiff herein, by his attorney, and the defendants each and all being in default for answer and demurrer, the Court find that they were each properly served with summons and by reason of said default they confess the facts stated and allegations made in the petition to be true, and that there is due the plaintiff from the defendant William A. Phelps, as principal and interest on the note set forth in the petition herein, the sum of fifty-one (\$51) dollars, which amount it is considered and adjudged that plaintiff recover from said defendant, William A. Phelps.

The Court further find that in order to secure the payment of said note and interest thereon the defendant William A. Phelps and Alice H. Phelps his wife, executed and delivered their mortgage deed as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book No. 28 at page 81 of Union County records of mortgages and is the first and best lien on the premises described in the petition.

It is therefore considered, adjudged and decreed that unless the defendant William A. Phelps shall within five days from this 13th day of January 1896, pay or cause to be paid, to the Clerk of this Court the costs of this action, and to the plaintiff herein the sum above 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 Union County directing him to sell said premises as upon execution, and to bring the proceeds into Court for further order.

January 14th 1896

Case 5756

Clifton Andrews }
 vs }
 Edward Morgan }

Court of Common Pleas
 Union County, Ohio.

The plaintiff comes, and upon motion the Court ordered distribution of the proceeds of sale of the personal property levied upon and sold by the Sheriff, by first paying the costs of this case, and three other cases brought at same time and numbered herein and against the same defendant; and the balance to be applied to the plaintiffs in the cases No. 5756, 5757, 5758 and 5759 and to be applied pro rata in payment of the judgment herein taken and from transcripts filed and execution and sale made, &c.

6984

George W. Drum }
 vs }
 Sarah J. Drum }

Court of Common Pleas, Union County, Ohio.

This day came the plaintiff, and his attorneys and this cause came on to be heard upon the petition and the evidence.

On consideration whereof the Court finds that the plaintiff has been a resident of the state of Ohio for more than the year previous to filing his petition and that at the time of filing the same was a bona fide resident of the said County of Union, and that the defendant has had due and legal notice of the filing and pendency of the petition herein. The Court further finds that the parties were married as stated in said petition and that the defendant has been guilty of gross neglect of duty as therein charged and that by reason of the same the plaintiff is entitled to be divorced from the defendant.

It further appearing to the Court that the plaintiff has executed to the defendant his promissory note for the sum of five hundred dollars, it is ordered that she have and possess said note as her alimony, and it is further ordered that the plaintiff be divested of all right, or claim in the real estate and property of the defendant, and that the plaintiff be barred of all dower, or other rights in her lands. It is further ordered and decreed by the Court that the marriage relations heretofore existing between the said parties be, and the same is hereby set aside and wholly annulled, and both parties released from the obligations of the same.

It is further ordered and decreed by the Court that the defendant be, and she is hereby divested of any and all claims upon the property of the plaintiff, either as to dower in his real estate or other claim in whole or otherwise in his hands. And it is ordered by the Court that the defendant be and she is hereby forever barred from making any claim upon the real estate of the plaintiff, or having any dower therein.

It is further ordered that the plaintiff pay the cost of this action.

January 14th 1896

7036

The Peoples Bank } Judgment - by Confession for \$497.73
 Against } 8 per cent interest after January 14/96
 D. H. Moore & Mary A. Bell }

This day came the plaintiff by F. J. Arthur Attorney and filed their petition against the defendants and thereupon John M. Boddick 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, proffer shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendants did owe and was indebted unto the plaintiff as they have in their 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 Four hundred ninety seven & 73/100 Dollars, bearing interest at 8 per cent per annum, from January 14th 1896, 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 The Peoples Bank plaintiff do recover of the said D. H. Moore and Mary A. Bell defendants the sum of Four hundred ninety seven & 73/100 Dollars, so confessed as aforesaid, with interest from January 14th 1896 at 8 per cent 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, petitioned and writs of error thereon, are by said defendant waived and released.

97 23

14/96

F. J.

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Thereupon Court - adjourned until 9 o'clock tomorrow morning.

Wednesday January 15th 1896

Court convened at 9 o'clock pursuant to adjournment
Pursue Mem. John A Price
Judge

6993

Lillie Yatis }
vs }
Lafayette Whetsel }
Journal Entry.

6937

This cause now coming on for hearing on the petition of plaintiff the evidence and the exhibits the Court find that the defendants have each and every one have been duly served with summons in this case, and that they are each and every one 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 plaintiff from the defendants Lafayette Whetsel & Nancy Whetsel on the promissory note set forth in the petition with interest to the first day of this term the sum of Eighteen Hundred and ninety six 43/100 Dollars.

The Court further finds that in order to secure the said note payment of said note Lafayette Whetsel and Nancy Whetsel his wife duly executed and delivered to plaintiff their certain mortgage deed as in the petition described, and in the premises therein described; that said mortgage was duly recorded in Book No. 31 page 358 of the records of mortgages of Union County, Ohio, and is a good and valid and the first and best lien upon the premises described in the petition and that the conditions in said mortgage have been broken.

6865

It is further considered by the Court that the plaintiff recover from the defendant the said defendants Lafayette Whetsel and Nancy Whetsel the said sum of Eighteen Hundred and ninety six 43/100 Dollars and his costs herein expended, And it is further adjudged and decreed that unless the defendants Lafayette Whetsel and Nancy Whetsel shall within 5 days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at the rate 7 per cent per annum from the 13th day of January A.D. 1896, the defendants equity of redemption be foreclosed and said premises sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

6966

Leave is granted to defendant Morgan Savage to file answer and Cross petition herein at any time before distribution

Wednesday July 15th 1896

6937

Joseph P. Robbins }
vs }
Charles H. Robbins et al }

Journal Entry

This day this case came on upon the motion of the Plaintiff to confirm the report of the Commissioners heretofore appointed by this Court to make partition in this case, and the Court having examined said Report and finding the same and all proceedings connected therewith in all respects regular and correct and in conformity with law, the same is confirmed by the Court; and it appearing by said report that the lands described in this case for partition can not be set off by metes and bounds to the several parties entitled thereto, without manifest injury, it is ordered by the Court that an order of sale issue in this case directed to the Sheriff of said County commanding him to proceed to sell said real estate according to law and report his proceedings herein to this Court.

6865

M. W. Hill }
vs }
Elizabeth L. Dugan et al }

Court of Common Pleas
Union County Ohio.

This case is dismissed without record at plaintiffs costs, and costs paid.

6966

The Connecticut Life Insurance Co. }
vs }
Phineas Bell and others }

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the plaintiff, The Connecticut Mutual Life Insurance Company, The said defendant Phineas Bell & Hannah C. Bell his wife, A. H. Minthorn L. W. Minthorn, Ora Bell Laurence Bell Emma Bell and Chas. S. Chapman & J. B. Griffith administrators of the Estate of Albert S. Chapman, deceased being each and all in default for answer or demurrer to the petition of the said plaintiff herein, and the Court being fully advised in the premises doth find: 1st All and singular the statements contained in said petition to be true. 2nd That there is now due to the plaintiff The Connecticut Mutual Life Insurance Company from the said defendant Phineas Bell upon said promissory notes in said first and second causes of action set forth in the plaintiffs petition, the sum of \$402 with interest to the first day of this term of this Court at 8% making due on the first day of this term of Court to wit: January 13, 1896, the sum of \$42 with interest at the rate of 8 per cent. pro annum from that date. 3rd And that except what may hereafter be found due to the state, etc. for taxes on said mortgaged property the mortgage of the plaintiff is the first lien upon the lands described in the petition wherefore it is adjudged by the Court that the plaintiff herein The Connecticut Mutual Life Insurance Company recover against the said Phineas Bell the said sum of \$42 together with his costs in this behalf expended, taxed to \$ for which execution is awarded.

And it is ordered by the Court that unless the said defendant Phineas Bell pay or cause to be paid said above adjudged sum of money to the said plaintiff within 10 days from the date of this entry an order of sale issue to the Sheriff, for the time being of said County commanding him as such said 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.

Wednesday January 15th 1896.

Report of Grand Jury.

To The Honorable John A Price

Judge of the Court of Common Pleas,
Union County, Ohio.

6986

The Grand Jury of the Court of Common Pleas of said County, of the January Term, 1896, by leave to report that they have been in session three days and here will 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 45 witnesses, covering ten cases and presented five bills and ignored five cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we have visited the County Jail and made a complete examination thereof, and find that the rules prescribed by the Court for the care thereof and for the government of its inmates, have been carried out and properly enforced.

Respectfully submitted,

George Moore, Foreman.

January 15th 1896.

William Nixon }
vs }
H. A. Rodabaugh }

Court of Common Pleas
Union County Ohio.

6980

This day this case came on for hearing on demurrer of defendant to plaintiffs petition, case submitted to the Court. Demurrer overruled.

The Connecticut Mutual Life Ins. Co. }
vs }
Elnathan H. Reed et al }

Court of Common Pleas, Union County, Ohio.

6955

This day this cause came on to be heard by the Court upon the answer and cross petition of the defendant Alroy J. Whitney, the said defendant Elnathan H. Reed and Natalia C. Reed having entered their their appearance to said cross-petition and also being in default for answer or demurrer thereto, and the Court having heard the proofs and evidence and being fully advised in the premises doth find: 1st All and singular the statements contained in said cross-petition to be true. 2nd That there is now due to the said cross-petitioner said Alroy J. Whitney from the said defendants Elnathan H. Reed and Natalia C. Reed upon said promissory notes in the said cross-petition set forth, the sum of \$583.45, which is entitled to draw interest at the rate of 8 per cent. per annum payable annually from the first day of the present term of this Court, to-wit; from the 13 day of January A. D. 1896, wherefore it is adjudged by the Court that the said cross-petitioner said Alroy J. Whitney recover against the said Elnathan H. Reed and Natalia C. Reed the said sum of \$583.45, together with 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 Elnathan H. Reed and Natalia C. Reed pay or cause to be paid said above adjudged sum of money to the said cross-petitioner said Alroy J. Whitney within 10 days from the date of the entry hereof, an order of sale issue to the Sheriff, for the term being of said County, Commanding him as such said 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.

6918

January 15th 1896.

6986

Lurcia E Russell }
vs }
John W Russell }
Court of Common Pleas
Union County Ohio.

Now comes the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the Court find John W Russell 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 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 said petition set forth.

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Lurcia E. Russell and John W. Russell be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said child of the parties hereto be until further order, confided to the said Lurcia E Russell exclusively, and the said John W Russell is hereby enjoined from interfering in any manner with said child, and from visiting said child until further order of the Court.

It is further considered by the Court that the said Lurcia E Russell recover from the said John W Russell her costs herein expended taxed at \$

6918

The Village of }
Marysville Ohio }
vs }
The C, C, C & M. L. Ry Co. }

Leave was this day granted the plaintiff herein to file an amended petition within 10 days.

January 15/96

7003 } M. Cune Lonnis & Griswold } Court of Common Pleas
 vs } Union County, Ohio.
 Charles Erb & George Erb }

This day this cause came on to be heard upon the petition of plaintiff and the evidence. The said defendants both being in default for answer and demurrer, and the Court being fully advised in the premises find that the defendants are indebted to the plaintiffs in the sum of Four hundred and Eighteen & 14/100 dollars with interest - \$392.47 at 8 per cent. from November 16th 1892, and interest - \$25.67 at 6 per cent. from said November 16th 1892, as the plaintiffs have in their petition alleged.

It is therefore considered and adjudged, that the plaintiffs recover of the defendants said sum of Four hundred and Eighteen & 14/100 dollars together with interest to be computed on \$392.47 of the sum at 8 per cent. from November 16th 1892, and on \$25.67 of the sum at 6 per cent. from said November 16th 1892, and also their costs in their behalf expended taxed at dollars.

6989

7009 } The Connecticut-Mutual Life } Court of Common Pleas
 Insurance Company } vs } Union County Ohio.
 William L. Morse et al }

This day this cause came on to be heard by the Court upon the petition of the plaintiff The Connecticut-Mutual Life Insurance Company, the answer and cross-petition of the defendant - The Peoples Bank of Marysville, Ohio. The said defendants William L. Morse Florence Morse his wife, Simpson Vanderve, Alice May Vanderve his wife, Calvin Vanderve and Lizzie Vanderve his wife, being in default for answer and demurrer to the said petition and to said cross petition, and the Court having heard the evidence, and being fully advised in the premises doth find: 1st All and singular the statements contained in said petition and in said cross petition to be true - 2nd That there is now due to the plaintiff, The Connecticut-Mutual Life Insurance Company from the said defendant - William L. Morse upon said promissory note in the said first cause of action set forth in the plaintiffs petition, the sum of (\$1554.20) One thousand five hundred and fifty four & 20/100 dollars, which is entitled to draw interest from the first day of the present term of this Court, to wit, from January 13th 1896. 3rd That there is now due the said defendants The Peoples Bank of Marysville O. upon the cause of action stated in its cross petition herein from said defendant - Simpson Vanderve and Calvin B. Vanderve as makers of said note, and from said William L. Morse defendant - upon his guaranty of payment - the sum of (\$499.43) Four hundred ninety nine & 43/100 dollars which is entitled to draw interest from the first day of the present term of this Court to wit, from January 13th 1896 at 8 per cent. per annum, payable annually. 4th And that except what may hereafter be found due to the State, etc, for taxes on said mortgaged property if any thing, the priority of the liens of the parties hereto, upon said mortgaged premises is as follows: First - to the plaintiff The Connecticut-Mutual Life Insurance Company upon its mortgage lien the sum of \$1554.67 with 8% interest from January 13th 1896 - Second - To the cross-petitioner The Peoples Bank of Marysville O. upon the mortgage lien held by it the sum of \$499.43 with 8% interest - and payable annually from January 13th 1896, wherefore it is adjudged by the Court that the plaintiff herein The Connecticut-Mutual Life Insurance Company recover against the said William L. Morse defendant - the sum of \$1554.67 with interest - at 8% from January 13th 1896.

together with its costs in this behalf expended taxed at \$ for which execution is awarded -
 And it is further ordered by the Court that unless the said defendant William L. Morse pay or cause to be paid, said adjudged sum of money to the plaintiff, within 10 days from the date of the entry hereof, an order of sale issue to the Sheriff, for the time being, of said County, commanding him as such said 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. And it is also adjudged by the Court that the defendants Cross-petitioners "The Peoples Bank" of Mansfield O. herein recover against the said defendants Simpson Vanclere and Calvin B. Vanclere as makers of notes in said Cross-petition set forth and against said William C. Morse defendant as guarantor of payments thereof the said sum of \$499.23 with 8 per cent interest per annum payable annually from Jan'y 13th 1896, together with its 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 Simpson Vanclere and Calvin Vanclere or William C. Morse pay or cause to be paid said above adjudged sum of money to the said Cross-petitioner "The Peoples Bank" within 10 days from the date of the entry hereof, an order of sale issue to the Sheriff, for the time being, of said County, commanding him as such said 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 orders.

The Connecticut Mutual Life Ins. Co. }
 vs } Court of Common Pleas, Union County, Ohio.
 Sylvanus Taylor et al }

This day this cause came on to be heard by the Court upon the petition of the plaintiff, The Connecticut Mutual Life Insurance Company; the answer and Cross-Petition of the defendant - Mattie Coe (nee Ross) the said defendant Sylvanus Taylor and Amelia Taylor his wife being in default for answer and demurrer to the said petition and the Court having heard the evidence and being fully advised in the premises doth say - 1st All and singular the statements contained in said petition to be true. 2nd That there is now due the plaintiff, The Connecticut Mutual Life Insurance Company from the said defendant Sylvanus Taylor upon the said promissory notes in the first and second causes of action set forth in the plaintiffs petition the sum of \$2679.14, which is entitled to draw interest from the first day of the present term of this Court to-wit: January 13th 1896. 3rd That there will be due to said defendant Mattie Coe upon the causes of action stated in her Cross-petition herein, from said Sylvanus Taylor defendant upon said undue promissory note as set up in said Cross-petition the sum of \$628.92 with interest at the rate of 7 per cent per annum payable annually from the 17th day of October 1894. 4th And that excepting what may hereafter be found due to the State etc for tax as on said mortgaged property, if anything, the priority of the liens of the parties hereto, upon said mortgaged premises is as follows: First the claim of the plaintiff herein upon the mortgage lien for the sum of \$2679.14 with 8 per cent thereon from January 13th 1896. Second, The claim of the defendant Cross-petitioner Mattie Coe upon her mortgage lien for the sum of \$628.92 with 7 per cent interest thereon from October 17th 1894, interest payable annually. Wherefore it is adjudged by the Court that the plaintiff herein recover against the said Sylvanus Taylor the said sum of \$2679.14 with 8 per cent interest thereon from Jan'y 13th 1896, together with its costs in this behalf expended, taxed at \$ for which execution is awarded.

And it is further ordered by the Court that unless the said defendant Sylvanus Taylor pay or cause to be paid said above adjudged sum of money to the plaintiff within 30 days from the date of entry hereof, an order of sale issue to the Sheriff for the time being of said County, commanding him as such said 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 orders.

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

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6989

Thursday morning January 16th 1896

Court-continued at 9 O'clock A.M. pursuant to adjournment -
 Preside Hon John A Price
 Judge

7006

7004

Joseph D. Boardman } Court of Common Pleas
 against } Union County Ohio.
 James Lord et al }

And now this cause coming on to be heard on the petition and the evidence the Court find that all the defendants have had due legal notice of the pendency and demand of said petition and that they are in default for answer thereto.

Therefore the Court further find that the plaintiff and the defendants herein named are tenants in common in the estate described in the petition; that the said Joseph D. Boardman plaintiff herein has a legal right to the one fourth of said estate; the defendant James Lord one eighth of said estate; the defendants Sarah Cook, Henry Cook, Catherine Cook and Henrietta Swan Collins as the children of Savilla Reed Cook Swan have legal right to one thirty second part of said estate each; that the known and unknown heirs of Elyza Robins Blodgett have a legal right to one eighth part of said premises; that the said Alma Baldus, John W. Reed, Hassie M. Reed and Minerva Boynton have legal right to one thirty second part of said real estate each; subject to dower right of Lucy C. Reed widow of Ernie Reed deceased; that the said Norman Campbell has legal right to one eighth of said estate; that the said Alma Graves has legal right to one eighth of said estate; and that the plaintiff is entitled to have partition made of said premises as prayed in his petition.

It is therefore ordered adjudged and decreed that partition of said estate be made and that John W. Horney, William Staley and Emanuel Jarvis, three judicious and disinterested freeholders of this vicinity be and they are hereby appointed Commissioners to make said partition of said estate.

And it is ordered that if said estate is entire and cannot be divided by metes and bounds that the same be so returned by said commissioners.

It is further by the Court ordered that a writ issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off to plaintiff and said defendants, co-tenants, their proportions of said estate in severality.

And of his proceedings herein the said Sheriff is ordered to make due return.

January 16th/1896

7006

Lewis F Erb }
 vs }
 Chas. H. Erb et al }
 Entire
 Partition Decree.

This cause coming on day to be heard upon the petition herein and the evidence; the Court find that the defendants have all been duly served with process or have voluntarily entered their appearance in the case and are in default for answer and demurrer and that the petition is thereby confessed to be true by the said defendants.

The Court further find that the plaintiff is seized of and has a legal right to the undivided one sixth part of said premises and is entitled to hold the same in severally; that the defendants are tenants in common with him in the following proportions to wit:

Charles H. Erb was seized of and had a legal right to the undivided one sixth part of said premises sold to C. E. Gerswold by assignee of said Charles H. Erb now owned by C. E. Gerswold.

George Erb is seized of and has a legal right to the undivided one sixth part of said premises.

William F Erb is seized of and has a legal right to the undivided one sixth part of said premises.

Elizabeth Erb is seized of and has a legal right to the undivided one sixth part of said premises.

It is therefore by the Court ordered, adjudged and decreed that partition of said estate be made in the proportions above described and that an order issue to the Sheriff of this County commanding him that by the oaths of M. T. Flaherty, M. D. Thompson and Philip L. Coe, three judicious disinterested freeholders of the vicinity who are hereby appointed commissioners for that purpose be set off to plaintiff and said defendants co-tenants their proportion of said estate in severally.

And it further by the Court ordered that the Sheriff make due return of his proceedings herein.

January 16th 1896

6983

Wilas M. Lee et al } Supplemental decree for partition.
vs } (No Dower assigned)

Mary R. Lee et al }

4139

This cause coming on to be heard on the motion of the plaintiff herein to make the Journal Entry herein more definite and certain; the Court upon a full hearing doth allow and order the same to be done and it is found by the Court that the said Sarah R. Lee died intestate in fee simple to the undivided one half (1/2) of the one hundred and fifty and one half acre tract as set forth in the first description of lands in the petition herein and that the heirs of Robert F. Lee is entitled to the one half and that the heirs of the Sarah R. Lee are entitled to partition of said tract.

It is therefore ordered by the Court that partition be made of the lands of the said Sarah R. Lee deceased, and the said Robert F. Lee deceased between their said heirs and that said tract above mentioned be divided into parts or parcels as if division had been made between the said Sarah R. Lee and Robert F. Lee in their life time, and that the part or parcel set off to the heirs of the said Sarah R. Lee deceased be partitioned as in the former decree herein ordered.

930

The State of Ohio }
vs } Indictment for Larceny.
Wilbur Blankenship }

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant being brought into Court in the custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is "guilty" thereupon after being fully advised in the premises and after inquiring of said defendant if he had anything to say why sentence should not be pronounced against him and said defendant having nothing to say it is therefore considered and adjudged by the Court that the said Wilbur Blankenship be imprisoned in the jail of Miami County for the term of ten days and that he pay a fine of five dollars and of the costs of prosecution for which execution is awarded.

January 16th 1896

4139

Cynthia Eastman

vs

Ephraim Eastman

Common Pleas Court, Union County, Ohio.

This day came the plaintiff and thereupon this cause came on for hearing on the application of the plaintiff for an entry of her divorce as prayed for in her petition whereof due notice has been given, and was submitted to the Court on the pleadings exhibits and evidence.

On consideration whereof the Court do sustain said application and find that the said defendant is entitled to a divorce from the defendant on the grounds of extreme cruelty, gross neglect of duty and willful abandonment as set forth in her petition and found by the Court.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Cynthia Eastman and Ephraim Eastman he and the same hereby is dissolved, and both parties are released from the obligation of the same, and the plaintiff is restored to her former name of Oliver.

It is further ordered that the plaintiff pay the costs of this prosecution.

Thereupon Court adjourned until 9 O'clock tomorrow morning

Friday January 17th 1896

Court continued pursuant to adjournment at 9 O'clock A.M.
Present Hon John A Price
Judge.

6721

7041

6635

Presupon Court - adjourned until 10 O'clock Monday Morning Jan 20th 1896

Monday January 20th 1896

Court-Commenced at 10 o'clock A.M. pursuant to adjournment.
Present Hon. John A. Price
Judge.

6721 Joseph Graham }
vs }
B. F. Carpenter & Sons } Court of Common Pleas, Union County, Ohio.

This cause by consent of the Plaintiff is this day dismissed without prejudice and at the costs of the plaintiff.

7041 The Farmers Bank }
vs }
A. S. Turner } Judgment by confession for \$100.

This day came the Plaintiff by J. H. Kinkade his Attorney, and filed his petition against the defendant and thereupon R. B. Woodburn an Attorney at law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendant, waived the issuing and service of process entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as it has in its 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 One hundred Dollars bearing interest at 8 per cent. 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 The Farmers Bank (of Mansfield) plaintiff do recover of the said A. S. Turner defendant the sum of One hundred dollars, so confessed as aforesaid, with interest from Jan'y 13th 1896 at 8 per cent. per annum payable annually, and also costs in its 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 and released.

6635 The State of Ohio }
Union County ss. }
O. W. Seate & Bro }
vs }
Joseph Rogers } Court of Common Pleas, Union County Ohio.
January Term 1896.

Civil Action. Verdict for Plaintiff.

We the Jury, being duly impaneled, sworn and affirmed find the issue 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 and Twenty & 19/100 Dollars.
Dated Jan'y 21st 1896.

John Hudson Foreman.

January 20 1896

7042 John McWilliams
vs
Niel McLean

Judgment by Confession for \$701.44.

This day came the Plaintiff by J.H. Kinkade his Attorney, and filed his Petition against said Defendant and thereupon R.B. Woodburn an Attorney at Law at this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant, now produced, in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendant, waived the issuing and service of process, entered the appearance of said Defendant herein, and acknowledging that said Defendant did owe and was indebted unto the 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 Four Hundred One & 45/100 Dollars, bearing interest at 8 per cent. 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 John McWilliams Plaintiff do recover of the said Niel McLean Defendant the sum of Four Hundred One & 45/100 Dollars, in confessed, as aforesaid with interest from January 13/1896, at 8 per cent. 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 proceeding, and all proceedings, petitions and writs of error thereon, are by said defendant waived and released.

6826 George Beecher
vs
Edward Morgan

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard on the petition and answer, and an agreement by and between the said plaintiff and the defendant in consideration of the said plaintiff agreeing to take a less amount than that claimed in his petition to wit: the sum of \$589 instead of \$600.00, as so claimed by the said Beecher.

The said defendant Edward Morgan, agrees to waive all rights to an action on the bond of the said Beecher by the unwarranted wearing out of said writ of attachment in this said case.

Wherefore it is ordered and adjudged by the Court, that the said Beecher, in consideration of said agreement, recover of the said defendant Edward Morgan, only the said sum of \$589 and his costs herein expended.

6999

Specie
Venus.

January 20 1896

Order for "Special Venue for Jurors."

Clerk:

Issue Special Venue for the following persons to appear to serve as Jurors; to appear Jan'y 21st 1896, at 10 O'clock A.M.
(1) Deville Wood, (2) W.W. Epps, (3) James Poling, (4) John Connor
John A. Price
Judge

6999 Anna Deolp vs John Deolp Court of Common Pleas, Union County, Ohio.

This cause came on to be heard upon the pleadings of the parties and the evidence.

On consideration whereof the Court find that the charge of adultery with Emma Fann as made in the plaintiffs petition is not true, and the said defendant Emma Fann is fully and wholly exonerated from said charge, the Court further finds that neither party has shown sufficient grounds for divorce.

It is therefore ordered and decreed by the Court that both the petition and Cross petition be, and they are hereby dismissed.

It is further ordered that the defendant pay the costs of this action taxed to \$

By agreement of parties there is to be no record of this case and permission is given to withdraw the pleadings and papers from the files.

Special Venue. The State of Ohio, Union County, ss:

John W. Snyder, Sheriff of said County, Deputizing:

We command you that you summon the following named persons, to wit: (1) Deville Wood, (2) W.W. Epps, (3) James Poling, (4) John Connor to be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville, on the 21st day of January in the year of our Lord one thousand eight hundred and ninety six, at 10 O'clock A.M. and so from day to day until discharged, them and them to serve as Petit Jurors in and for the said County, in the case of ~~Lucia Sparks vs Robert Henderson et al~~; and leave them and them this writ:

In Testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, at Marysville, this 20th day of January A. D. 1896.

Seal

J. N. Gosnell Clerk, Court of Common Pleas, Union County, Ohio.

The following named Jurors were personally summoned by me, as within required, on the days and in the manner hereinafter specified.

- Deville Wood, Allen Township, served January 21st 1896, served personally.
- W.W. Epps " " " " " " " "
- James Poling " " " " " " " "
- John Connor " " " " " " " "

Wm. H. Snyder, Sheriff Union County, Ohio.

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning.

Tuesday January 21st 1896

Court convened at 8³⁰ O'clock P.M. pursuant to adjournment:
Clerk - Hon. John A. Price
Judge.

6888 Samuel R. Burger }
vs } Court of Common Pleas,
The Toledo & Ohio Central } Union County Ohio.
Rail Road Company. }

This day came on this cause to be heard by the Court on the motion of the plaintiff to strike out the 2nd & 3rd defences in said amended petition. Whereupon the Court treating said motion as a demurrer, do sustain said motion as to the second defence but overruled the same as to the third defence, to which ruling defendant excepts as to said second defence whereupon leave is granted to plaintiff to reply as to said third defence.

7043 Grace & Duligal Co. }
vs } Court of Common Pleas
John M. Brodrick et al } Union County, Ohio.

This day this cause was settled and plaintiff to pay costs. And costs paid.

6635 O. M. Scott Bros. }
vs } Court of Common Pleas,
Joseph Rogers } Union County Ohio.

This cause coming on for hearing on 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 O. M. Scott Bros. plaintiffs recover from Joseph Rogers the defendant the sum of \$12012 dollars as heretofore by the verdict of the jury found due said plaintiff with interest from the 13th day of Jan. 1896, at 6% together with costs herein expended.

Dated Feb. 4th 1896.

6852 Fredrick Sparks et al }
vs } Court of Common Pleas
Robt. Anderson et al } Union County Ohio.

This day the court appointed H. G. Wilkerson and C. V. Smith as stenographers and same were sworn, each party to pay his own stenographer.

January 21st 1896

6965
 James A. Kile et al }
 vs }
 Taylor Westmiller et al }
 Court of Common Pleas,
 Union County, Ohio.

This day this cause came on for hearing on the issues joined by the parties and the Court being fully advised in the premises do find as follows:

1st That the plaintiffs well entitled to recover off the defendants the amount now due and paid by said plaintiffs to be (\$129.22) one hundred and twenty nine & 49/100 Dollars and that the Plaintiffs are entitled to an order of sale of premises described in said Petition.

The Court further finds that said mortgage is an indemnity mortgage and that the same so found is as follows: \$40 - with interest from August 15th 1894 at 8%; \$40 - with interest at 8% from Dec. 20th 1894, and \$40 - with interest at 8% from August 15th 1895.

It is therefore ordered and adjudged by the Court that said plaintiffs have an order of sale for said premises for said sum of \$129.22, and that as to the balance of said mortgage this cause is continued.

State of Ohio }
 vs }
 Harold Kalk et al }
 Court of Common Pleas,
 Indictment for Larceny.

This day this cause came on to be heard on the motion and showing of the defendant Harold Kalk for a continuance herein; was argued by Counsel and submitted to the Court. on consideration whereof the Court sustains said motion, and the above case is ordered continued.

And it is further ordered by the Court that the Bond of the defendant Harold Kalk be fixed at \$700.00.

6852
 Fredrick Sparks et al }
 vs }
 Robert Henderson et al }
 Court of Common Pleas,
 Union County, Ohio.

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

John Hudson, David Crippin, John Brown, Wesley Southard, William Lee, George Baldwin, C. P. Ellenmore, William Stricker, William J. Liff, Deville Wood, James Poling and John Connor, who were duly impaneled and sworn according to law, and thereupon the case came on for hearing on the pleadings and evidence, and after hearing the evidence, and arguments of Counsel in part, the hour for adjournment having arrived, this case was continued until 8³⁰ O'clock tomorrow morning.

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning.

Wednesday January 22nd 1896

Court commenced at 8³⁰ O'clock A.M. pursuant to adjournment.
Present - Hon. John A. Price
Judge.

Line 5760

6788

The Live Oak Distillery Co }
vs }
J. W. Severo et al }
Court of Common Pleas,
Union County, Ohio.

This case coming on for hearing upon motion of plaintiff to amend his petition and striking out the name of John F. Murphy inserting the name H. H. Murphy. The Court granted said motion and leave is hereby given to plaintiff to amend instantly.

685-2

929

The State of Ohio }
vs }
Frank O'Haver et al }
Indictment for Larceny.

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant Frank O'Haver being brought into Court in the custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is "guilty" thereupon the Court after being fully advised in the premises and after inquiring of said defendant Frank O'Haver if he had anything to say why sentence should not be pronounced against him and said defendant Frank O'Haver having nothing to say it is therefore ordered and adjudged by said Court that the said defendant Frank O'Haver be imprisoned and confined in the Penitentiary of the State of Ohio and kept at hard labor but without any solitary confinement for the period of Two years and six months and that he pay the costs of this prosecution taxed at dollars for which execution is awarded.

933

The State of Ohio }
vs }
Edwin Bean }
Indictment for Horse stealing.

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is "guilty" thereupon the Court after being fully advised in the premises and after inquiring of said defendant if he had anything to say why sentence should not be pronounced against him and said defendant having nothing to say, it is therefore ordered and adjudged by the said Court that the said defendant Edwin Bean be imprisoned and confined in the Penitentiary of the State of Ohio and kept at hard labor but without any solitary confinement for the period of One Year and that he pay the costs of this prosecution for which execution is awarded.

932

The State of Ohio }
vs }
Olmer Kinnear }
Indictment for concealing stolen Horse.

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant being brought into Court in the custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is "guilty" thereupon the Court after being fully advised in the premises and after inquiring of said defendant if he had anything to say why sentence should not be pronounced against him and said defendant having nothing to say it is therefore ordered and adjudged by said Court that the said defendant Olmer Kinnear be imprisoned and confined in the Penitentiary of the State of Ohio and kept at hard labor but without any solitary confinement for the period of One Year and that he pay the costs of this prosecution for which execution is awarded, and it is further ordered by said Court that the Sheriff of said County be allowed one attendant in removing said defendant to the said penitentiary of Ohio.

January 22nd 1896

Lien 5760

J. M. Kennedy }
vs }
Elizabeth Reed }
Court of Common Pleas,
Union County Ohio.

On motion to the Court in this case, the Court being fully advised in the premises to find for said motion and order a survey of the premises involved in in this case, and order that the Sheriff advertise and sell said premises as per said survey.

685-2

Fredrick Sparks et al }
vs }
Robert Henderson et al }
Court of Common Pleas
Union County, Ohio.

This day again came the parties herein, by their Attorneys; and the trial proceeded; and after hearing the remaining arguments of the Counsel, and the charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation.

And now comes said jury into open Court with their verdict in writing signed by their Foreman and say:

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

Wesley Southard Foreman.

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning

Thursday January 23^d 1896

Court convened at 8³⁰ o'clock A.M. pursuant to adjournment
 Present Hon John + Price
 Judge

7045

The Farmers Bank }
 vs } Court of Common Pleas
 James Brown Ed } Union County, Ohio.
 Stephen Shirk }

This day came the the plaintiff by John M. Brodrick its Attorney and filed its petition against said defendants and thereupon C.W. Porter an attorney at-law of this Court by virtue of a Warrant of Attorney for that purpose duly executed by said defendants now produced in open Court proven shown to the Court and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff, as 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 indebtedness, the sum of One Hundred and ninety three ⁰⁰/₁₀₀ Dollars, bearing interest at eight per cent 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 The Farmers Bank plaintiff to recover of the said James Brown and Stephen Shirk defendants the sum of One Hundred and ninety Three ⁰⁰/₁₀₀ Dollars, or confessed, as aforesaid, with interest from January 23^d 1896 at eight per cent per annum, and also costs in its behalf expended toed 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.

7046

The Farmers Bank }
 vs } Court of Common Pleas,
 W. W. Epps et al } Union County Ohio.

This day came the plaintiff by John M. Brodrick its Attorney and filed its petition against said defendants and thereupon C.W. Porter an Attorney at-law of this Court, by virtue of a Warrant of Attorney for that purpose duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as they have in its 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 One Hundred and Thirty nine ⁰⁰/₁₀₀ Dollars, bearing interest at 8 per cent per annum and that said plaintiff ought to recover of said defendants a judgment for that sum.

7047

It is therefore considered by the Court here that the said The Farmers Bank plaintiff do recover of the said W. W. Epps and James Brown defendants the sum of One Hundred and Thirty nine and 24/100 Dollars, so confessed as aforesaid, with interest from January 23rd 1896, at eight per cent. per annum, and also costs in its 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.

7047

The Farmers Bank
vs
James Brown Ed
W. W. Epps.

Judgment by Confession for \$197.51

This day came the plaintiff by John M. Brodrick its Attorney, and filed its petition against said defendants and thereupon C. W. Postin an Attorney at law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as 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 indebtedness, the sum of One Hundred and Ninety seven and 24/100 Dollars, bearing interest at eight per cent 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 The Farmers Bank plaintiff do recover of the said James Brown and W. W. Epps defendants the said sum of One Hundred and ninety seven and 24/100 Dollars, so confessed as aforesaid, with interest from January 23rd 1896 at eight per cent. per annum, and also costs in its 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.

Thursday January 23^d 1896

7048

George Schlegel, Adm.

vs
William WeberJudgment-Entry, \$1097⁷⁶

7049

This day came the plaintiff, by his Attorney, also appeared in open Court; for and on behalf of said defendant, W. T. Hoops an Attorney at Law of this Court; and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Thousand and Ninety seven dollars and Seventy six 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 rights of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Thousand and Ninety seven dollars & Seventy six cents, being the amount of said note with interest computed at eight per cent per annum, from the 23^d day of January A. D. 1896, and also his costs herein expended to wit \$

9/2

Thursday January 23^d 1896

7049

The Peoples Bank
vs
James Grimes et al } Judgment by Confession for \$110.55-

This day came the plaintiff by J. H. Kimbade Attorney and filed its petition against said defendants and thereupon R. L. Woodburn an Attorney at Law of this Court by virtue of a Warrant of Attorney for that purpose duly executed by said defendants was 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, read the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that the 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 indebtedness the sum of One Hundred ten & 50/100 Dollars, bearing interest at 8 per cent 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 The Peoples Bank plaintiff do recover of the said James Grimes and James Crow Defendants the sum of One Hundred ten & 50/100 Dollars, so confessed, as aforesaid, with interest from January 13th 1896, at 8 per cent per annum, and also costs in its behalf expended taxed 10¢ 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.

912

The State of Ohio
vs
Charles Linnance et al } Court of Common Pleas,
Union County, Ohio.

Indictment - for Burglary and Grand Larceny.

On motion of Charles Linnance one of the defendants and it being made to appear to the Court by affidavit that a fair and impartial trial of this case as to the said defendant Charles Linnance can not be had in this County it is ordered and decreed that the venue herein as to the said Charles Linnance one of the defendants herein, be and the same is hereby changed as to said Linnance to the adjoining County of Logan.

And on application of the Prosecuting Attorney thereof J. H. Robinson is hereby appointed to assist in the further prosecution of the case, and it is ordered that the witnesses for the state enter into recognizance to appear before the Court of Common Pleas of said County of Logan.

Thursday January 23rd 1896

7050 The Union Banking
Company.
Against
F. T. Wall et al

Judgment by Confession for \$500.00

This day came the plaintiff by J. H. Kinkade its Attorney and filed its petition against said defendants, and thereupon R. B. Woodburn 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 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 indebtedness, the sum of Five Hundred Dollars, bearing interest at 8 per cent. 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 The Union Banking Company plaintiff, do recover of the said F. T. Wall Edw. C. Benedict J. H. Wall and H. A. Wall defendants the sum of Five Hundred Dollars so confessed, as aforesaid, with interest from January 15th 1896, at 8 per cent. per annum, and also costs in its 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.

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning.

Friday morning January 24th 1896

Court- commenced at 8³⁰ O'clock A. M. Pursuant to adjournment.
 Present- Hon John A Price
 Judge.

6798 J. B. Woodburn } Court of Common Pleas,
 vs } Union County Ohio
 Alice M. Houston }

This day this cause is continued upon the motion and showing of plaintiff and at his costs-

It is therefore considered that the defendant recover of the plaintiff the costs of the term taxed at \$-

6950 M. J. Dickison }
 vs } Divorce- Entry.
 Jesse Dickison }

And now comes the plaintiff by her Attorney, and the defendant having been duly served, the Court 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 and wilful absence and by reason thereof she 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 M. J. Dickison and Jesse Dickison be, and the same is hereby dissolved, and both parties are released from the obligations of the same. It is further considered by the Court that the said M. J. Dickison recover from said Jesse Dickison her costs herein expended taxed to \$-

6885 Samuel R. Burger } Court of Common Pleas
 vs } Union County, Ohio.
 T. & O. C. Rail Road Co. }

This day this case came on for hearing, on motion of defend.

Friday January 24th 1896

7000
 Lula M^{rs} Entire }
 vs }
 Harris M^{rs} Entire }
 Court of Common Pleas, Union County, Ohio.

This cause came on to be heard upon the petition and the evidence, and was submitted to the Court, on consideration whereof the Court finds that due notice of the filing and pendency of this petition was given to the defendant according to law, but he has failed to answer or demur to said petition; and that said parties were married, as set forth in the petition; that the plaintiff has been a bona fide resident of Union County, in this State for more than one year last past; before the filing of the petition herein, and that the defendant has willfully abandoned the plaintiff without just cause, for the term of three years last past, prior to filing of this petition and that this plaintiff was grossly neglected by the defendant during the three years last past.

It is therefore considered by the Court that the marriage relations heretofore existing between said parties be and the same hereby is, set aside and wholly annulled, and the parties released from the obligation of the same, and that the plaintiff be restored to her maiden name of Lula Jackson, and that she have the care and custody of their child, and that the plaintiff pay the costs of this action.

6885
 Samuel R. Burger }
 vs }
 The Toledo & Ohio Central R.R. Co. }
 Court of Common Pleas, Union County, Ohio.

This day came the parties by their Attorneys, also came the following named persons as Jurors to wit: (1) John Hudson, (2) David Crippen, (3) John Brown, (4) William Lee, (5) George Baldwin, (6) E. P. Ellenwood, (7) L. H. Baker, (8) William Sticker, (9) William Jolliff, (10) Deville Wood, (11) W. H. Epps, (12) James Poling, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and the evidence; and after hearing the evidence, argument and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation.

And now comes said jury into open Court with their verdict in writing, signed by their foreman and say: We the jury being duly impaneled and sworn find the issue in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendant at the sum of Two hundred and Fifty Six Dollars.

Dated Jan. 24th 1896.

George F. Baldwin Foreman.

Thereupon Court adjourned until 10 O'clock A.M. Monday morning

Monday January 27th 1896

Court convened at 10 o'clock A.M. pursuant to adjournment
Present Hon. Jas A Price,
Judge.

J. H. Shearer & Son }
vs }
J. R. Hubbard } Conditional order of Resignation
Entry.

In this cause on motion of the plaintiff J. H. Shearer & Son, 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 Fifty two & 26/100 dollars, debt, and One and 30/100 dollars his costs, from with interest from the 16th day of June 1887, and also increase costs in the sum of \$3.00.

It is therefore ordered that said J. R. Hubbard be, and he is hereby ordered to show cause why said judgment for said sums of money should not be revived on or before the 29th day of February A.D. 1896, and in default of such showing, that said judgment be stand revived for said sum of money.

Barney Kints } Court of Common Pleas
vs } Union County Ohio.
J. Darrow }

6996

This cause having come into this Court upon the appeal of the plaintiff from a certain award and judgment thereon made before J. P. M. Dowell J. P. and the plaintiff having filed his affidavit before said justice of the peace charging fraud and corruption &c in obtaining said award, The same came on for hearing before this Court upon the evidence, On consideration whereof the Court being fully advised in the premises is of the opinion that there was no fraud, corruption, or other undue means in obtaining said award, but that said award was fairly and honestly made.

It is therefore adjudged by the Court that the said award be and the same is approved and confirmed, and it is further adjudged that the defendant pay one half the costs made before said justice of the peace in obtaining said award, and that the plaintiff pay the defendant the sum of five dollars and all the other costs made in this action including all costs of appeal, and in default of payment for three days execution is awarded therefor as upon judgment at law.

Jan'y 28th 1896.

Monday January 27 1896

6953

Hilas M Lee et al }
Mary R. Lee Admop et al }
Court of Common Pleas
Union County Ohio.

This cause came on for hearing upon the motion of the plaintiff and the report of the Commissioners 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 manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate in three separate tracts to wit: Tract No. at \$35⁰⁰ per acre, tract No. at \$45⁰⁰ per acre, and tract No. at \$48⁰⁰ as shown by the surveyors plat attached to said return. Total appraisement \$5733⁰⁰.

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 Hilas M Lee and Emily R. Keen have elected to take said tracts of said Estate at their appraised value, and has paid to the Clerk of this Court the costs of this case including an Attorneys fee of \$132⁰⁰, and to Ora Amurice and Lee the other plaintiff in this case and entitled to share in said estate their respective proportions of its appraised value.

The said estate is hereby adjudged to the said Hilas M Lee and Emily R Keen to wit: The said Hilas M. Lee to receive the lands in Allen Township containing a acres, and the said Emily R. Keen to have and hold the a acres in Union Township and the Sheriff is ordered to execute and deliver a deed to them therefor, and execution is awarded for costs and Attorney fees.

6955

The Connecticut Mutual Life }
Insurance Company. }
Elnathan H. Reed & Natalia C Reed }
Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the motion of the defendants Elnathan H. Reed and Natalia C Reed for an allowance in lieu of a homestead after payment of taxes, costs, and Mortgage liens, and also on the motion to confirm the sale made by the Sheriff on the 20th day of January A.D. 1896, and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of this Court, and the same being examined and found by the Court, in all respects in due form of law, it is ordered by the Court that said proceedings and sale be, and the same are hereby approved and confirmed. And the said Sheriff as Sheriff of said County for the time being execute and deliver to the said purchaser Alonzo J. Whitney, a deed in fee simple for said lands and tenements by said Sheriff sold as aforesaid. And the Court considering the matter of the priority of the liens and said motion for an allowance in lieu of a homestead do find said priority of liens as follows: First the taxes due upon said premises \$ Second - The costs of this case \$ Third: The mortgage claim of the Plaintiff, \$1483²², with 8% interest thereon from Sept 9th 1895 being \$1528⁰²; Fourth: The mortgage claim of Cross petitioner Alonzo J. Whitney \$583¹² with 8% interest thereon from January 10th 1896 being \$584²⁴; Fifth: the balance if any to said defendants Elnathan H. Reed & Natalia C. Reed for an allowance in lieu of a homestead \$ Sixth: of any further balance to the Kenion Carriage Company upon their judgment \$ And the Court do hereby order that the proceeds of said sale be brought into Court and distributed to the parties entitled thereto in accordance with the above findings as to priority and amounts due as above stated.

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Therefore Court - adjourned until 8³⁰ O'clock tomorrow morning.

Tuesday January 28th 1896

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment.

Present - Hon. John A. Die
Judge.

Lucy Ann Woodhead }
vs }
Geo. M. Gamble et al }
7026

Come of Common Pleas,
Union County Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants L. E. Wharrie, Charles S. Chapman and John E. Griffith as Administrators of the Estate of Albert S. Chapman deceased and The Sulliman and Taylor Co. have duly waived the issuing and service of summons in this case, and that all the other defendants herein except John B. Gamble have been duly served with summons in this case, and that all the defendants except said John B. Gamble are in default for answer and demurrer, and that the allegations of the petition are therefore confessed by them to be true, and that the defendant, George M. Gamble is indebted to the plaintiff on the promissory note set forth in the petition including interest to the first day of this term, and the Attorney fees asked for the sum of Five hundred fifty six & 8/100 (\$556⁸⁴) Dollars.

The Court further find that in order to recover the payment of said note, the defendants George M. Gamble and Addie A. Gamble, his wife executed & delivered to Joseph J. Dickinson who duly assigned same to plaintiff, their certain Mortgage as in the petition described, and on the premises herein described; that said Mortgage was duly recorded in Book 30 page 98. of the records of mortgages of Union County, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant, George M. Gamble the said sum of Five hundred and fifty six & 8/100 (\$556⁸⁴) Dollars, with interest at eight per cent. on \$531⁸⁴ thereof from the first day of this term, and the costs herein expended.

And it is further adjudged and decreed that unless said defendant George M. Gamble 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 or found due as aforesaid, with interest as aforesaid, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise & sell said premises as upon execution, and report his proceedings to this Court for further order.

705

707

January 28th 1896

The Peoples Bank of
Marysville Ohio.

7051

J. N. Wright and
J. M. McHenry.

Judgment - Entry for \$347⁶⁵/₁₀₀.

This day came the plaintiff, by his Attorney, also appeared in open Court for and on behalf of said defendants - Ayers & Ayers Attorneys 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 joining 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 forty seven dollars and sixty five cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Three hundred forty seven dollars and sixty five cents, being the amount of said note with interest computed at 8 per cent per annum, from the 25th day of January 1896, and also the costs herein expended, taxed at 8^{cts}. The Court finds that J. M. McHenry is surety only on said note.

Charles Fowler

7007

Mary J. Fowler

Divorce.

And now comes the plaintiff, by his Attorney, and the defendant having been legally summoned by publication, the Court 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, that the cause of action herein arose in the County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of "Adultery" and by reason thereof he is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Charles Fowler and Mary J. Fowler be, and the same is hereby dissolved, and both parties are released from the obligations of the same. And it is ordered that the said plaintiff pay the costs of this prosecution.

January 28 1896.

7008 } Malissa J. Rice }
 vs } John H. Rice }
 Court of Common Pleas }
 Union County Ohio. }

6960

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 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 was, and had been for one year last past a bona fide resident of Union County, and that the said parties were married as set forth in said petition.

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

It is therefore ordered and adjudged by the Court that the said marriage contract between Malissa J. Rice and John H. Rice be, and the same hereby is, dissolved and both parties released from the obligations of same.

It is further ordered that the said Malissa J. Rice be and she hereby is restored to her former name of Malissa J. Curtis.

In the Matter of Appointment to }
 Soldiers Relief Commission }

Now comes the Prosecuting Attorney, and the Court being fully advised in the premises it is considered, ordered, and adjudged by the Court that Uriah Cahill 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 from the date of this entry.

6475 } The Retail Pharmacy Co. }
 vs } }
 The Lake Erie & Western R.R. Co. }

This day this cause is settled by agreement of the parties and this cause is dismissed and cost paid by defendant.

January 28th 1896.

6960

Eva May McMahon vs Walter S. McMahon	}	Court of Common Pleas, Union County Ohio
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And now comes the said plaintiff by Dennis D. Piper Attorney, and the defendant having been duly served with summons and a copy of the petition herein, the Court find that the allegations thereof are confessed by him to be true.

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

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and abandonment of plaintiff, and by reason thereof she 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 Eva May McMahon and Walter S. McMahon be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further considered by the Court that the said Eva May McMahon recover from said Walter S. McMahon costs herein expended, and it is ordered that the said plaintiff pay the costs of this presentation.

Thompson Court adjourned until 8³⁰ O'clock A.M. Tomorrow morning

Wednesday January 29th 1896

Court commenced at 8³⁰ O'clock A.M. pursuant to adjournment
Preside - Hon. John A Price
Judge.

7054 Alice Clayton } In Court of Common Pleas Union County, Ohio.
vs } Motion.
John W. Clayton }

Now comes said Alice Clayton, plaintiff herein, by her Attorney and moves the Court to grant a temporary injunction herein restraining the defendant from disposing of or incumbering his property until the final determination of this action.

7054 Alice Clayton } In Court of Common Pleas Union County, Ohio.
vs } Entry - Temporary Injunction.
John W. Clayton }

On motion of the plaintiff by her Attorney, and good cause being shown therefor, it is ordered this 29th day of January 1896, that an injunction be allowed to issue herein enjoining the said defendant from in any manner disposing of or incumbering the whole or any part of his real and personal property mentioned in plaintiff's petition herein until the further order of this Court; and that plaintiff be not required to give bond herein.

John A Price
Judge of Court of Common Pleas

7037 Fairbanks, Morse & Co. }
Plff. in Error } Court of Common Pleas, Union County, Ohio.
vs }
Henry Bell }
Def. in Error }

This cause came on for hearing upon the petition in error, the transcript, and the original papers and pleadings from the docket of Joseph Comer a Justice of the Peace for Claiborne Township, Union County, Ohio, and was argued by counsel and submitted to the Court; On consideration thereof the Court find that there is error apparent upon the record in the proceedings of said Court; to the prejudice of the plaintiff in error, in that said Justice of the Peace had no jurisdiction of the plaintiff in error, and the said judgment is therefore reversed at the cost up to the present time of the defendant in error; and execution is awarded therefor.

7020 Jacob Brossel }
vs } Court of Common Pleas Union County, Ohio.
Shaddus Wood et al }

Now comes the plaintiff by his Attorney, and the defendants being in default for answer and demurrer, the Court find that he is indebted to the plaintiff in the sum of (\$494⁰⁰).

It is therefore considered by the Court that the said plaintiff, Jacob Brossel, recover from the defendants, Shaddus Wood the said sum of \$494⁰⁰, and his costs herein expended.

6973

700

Writ

January 29 1896

6973

Grace A. Halfhill } Court of Common Pleas,
 vs } Union County, Ohio.
 Reuben Halfhill }

This day came the plaintiff and thereupon this cause came on to be heard and was submitted to the Court on the petition of the plaintiff the answer and the evidence.

On consideration whereof the Court find that the plaintiff at the time of filing her petition herein 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 said County of Union and that the parties hereto were married as in said petition set forth.

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Grace A. Halfhill and said Reuben Halfhill be and the same hereby is dissolved and both parties are released from the obligation of the same.

It is further ordered that the petitioner be and she and she hereby is restored to her former name of Sturkey.

It is further considered by the Court that the said plaintiff recover of the said defendant her costs herein expended taxed to

7004

Joseph Boardman } Confirmation of Commissioners report:
 vs }
 James Lord et al }

This cause came on for hearing upon the report of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm 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 the Commissioners have made and returned their appraisement of said estate at twenty five dollars per acre; the Court find the said return and proceedings in all respects correct and in conformity to law and do approve and confirm same.

And thereupon neither of the 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 at the door of the Court House in said County upon the following terms, to wit:

One third cash in hand on day of sale; One third in one year and balance in two years from day of sale.

Deferred payments to be secured by mortgage on the premises and bear interest at six per cent per annum from day of sale.

And it is further by the Court ordered that an order issue therefor to the Sheriff of said Union County, and the Sheriff is ordered to return his proceedings to this Court without unnecessary delay - and cause continued.

January 29th 1896.

6644 ^{vs} H. St. Crutchfield } Court of Common Pleas
Guard. } Union County, Ohio.
William Croffitt et al }
This case settled and dismissed
by Plaintiffs Attorney.

7020 ^{vs} Jacob Bousel } Court of Common Pleas.
Shaddus Wood et al } Union County, Ohio.

Now comes the plaintiff by his Attorney,
and the defendants being in default for answer
and demurrer, the Court find that the following
persons were served with summons: to wit, O. E.
McAllister, D. S. Grider, O. Shaw, D. B. Hamilton,
John M. Fox, John Mulchey, Shaddus Wood, Leroy Wolford,
D. E. Patie, James Laird, Leander Eulver, W. S. Rogers,
Alvino Reed, D. J. Sanderson and B. R. Sudduth, and
that they are indebted to the plaintiff in the sum of
\$466²², and as to the defendants H. C. Richardson, D. J.
Grindell, Elmer Moore, and A. J. Rowe no service
having been made on them they are not in default.

It is therefore considered and adjudged by the
Court that said plaintiff recover of the defendants
heretofore named who were duly served with summons
the said sum of (\$466²²) and the costs herein expen-
ded; and that as to the defendants heretofore
named upon whom no summons was served
this case be dismissed without prejudice.

Whereupon Court adjourned until 10 o'clock ^{am} Tuesday Feb 4th 1896.

Tuesday January February 4th 1896.

Court convened at 10 o'clock A.M. pursuant to adjournment.

Present - Hon John A Price
Judge

6969 Louis C. Beam et al } Court of Common Pleas,
vs } Union County, Ohio.
C. K. Holverstatt }

This is dismissed at the cost of the Plaintiff.

It is therefore considered adjudged and decreed by the Court that the defendant recover of the plaintiff their cost herein expended taxed to \$

7018 Minnie Landsdown } Court of Common Pleas
vs } Union County Ohio.
George H. Lansdown }

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer or demurrer and the Court after hearing the testimony do find for the plaintiff. That she was a bona fide resident of Union County, Ohio, at the date of filing this petition.

That said defendant has been guilty of gross neglect of duty as charged in her petition.

It is therefore decreed ordered and adjudged by the Court that the plaintiff be granted a complete divorce from the defendant, each party released from the obligation thereof, and that the plaintiff be restored to her maiden name of Minnie Conklin and that she recover her costs herein taxed at \$

0991 Dr. Duke & Murtzbaugh } Court of Common Pleas,
vs } Union County Ohio.
Leri H. Skole }

This case paid in full by defendant and dismissed this the 4th day of February 1896.

February 4th 1896

A. A. Ford } Court of Common Pleas
 vs } Union County, Ohio.

Wm. J. Early } Term of J. P. Docket.

This day came the plaintiff and submitted this motion to discharge the attachment issued in this case and thereupon the Court being fully advised in the premises and all parties being present the Court took the same under advisement and finds that the affidavit upon which said attachment was issued is insufficient in law the same being made in the disjunctive and find that said attachment should be discharged and dismissed.

It is therefore considered ordered and adjudged by the Court that said attachment be, and the same is hereby discharged at plaintiffs costs and that defendant recover of the said plaintiff his costs herein expended taxed at \$ and that an order issue to the officer having the goods attached in this case in his possession commanding him to deliver the possession thereof to defendant or his legal assignee.

6585 Samuel R. Burger } Court of Common Pleas
 vs } Union County Ohio.
 The Toledo and Ohio
 Central Railroad Co.

This day this case came on for hearing on the motion of defendant for a new trial the Court being fully advised in the matter the Court overruled plaintiffs motion, it is therefore ordered and adjudged by the Court that plaintiff do recover of defendant the sum of two hundred and fifty six dollars with costs in this action, to which ruling of the Court and judgment of the Court the defendant excepts and the Court order the Journal to be kept open according to law for the purpose of enabling defendant to prepare and present Bill of exceptions for the allowance by this Court.

6432 Solomon Walker } Court of Common Pleas
 vs } Union County, Ohio.
 W. A. Ernst

This day came this cause on to be heard upon the demurrer of the defendant to the petition, on consideration whereof the Court being fully advised in the premises sustains said demurrer to which plaintiff excepted and the plaintiff not desiring to plead further this cause is dismissed by the Court at the plaintiffs costs.

It is further considered and adjudged by the Court that the defendant recover of the plaintiff his cost herein expended taxed to \$ and that the plaintiff pay his own costs and execution is awarded therefor.

February 4th 1896.

6990

J. W. Baughman }
vs }
N. E. Sever et al }
Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff herein and the defendant being in default for answer and demurrer the Court finding that the allegations of the petition by him is be true, that the defendant N. E. Sever and J. K. Sever his husband executed and delivered to the plaintiff J. W. Baughman the mortgage deed in the petition described and on the premises described, that said mortgage was duly recorded in book 38 page 135-7-40 of the records of mortgages of Union County, and is the second best lien on the premises described in the petition.

The court further find that the condition expressed in said mortgage has been broken, and that the said plaintiff is thereby entitled to have the defendant's 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 \$1,060.00 Dollars with interest from fourth day of February, 1896, according to terms of said mortgage deed the defendant's equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the plaintiff Sheriff of Union County, directing him to sell said premises as upon execution, and bring the proceeds into court for further order.

William D. Snodgrass }
vs }
Dolph H. Moore et al }
Court of Common Pleas.
Union County, Ohio.

6976

This day came this cause on to be heard upon the issues joined between the plaintiff and the Union Banking Company defendant and neither party desiring a jury the same was waived by the said parties and by agreement 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 in favor of the plaintiff and assesses the amount which the plaintiff should recover of the said The Union Banking Company at seventy Eight and 67/100 dollars being the amount of money received by the said The Union Banking Company from the proceeds of the execution named in the petition.

It is therefore considered and adjudged by the Court that the plaintiff recover from the said The Union Banking Company the said sum of Seventy Eight and 67/100 Dollars being the amount as aforesaid assessed and found to be due.

To which finding and judgment of the Court the said The Union Banking Company excepted, and having made his motion for a new trial the same is overruled by the Court to which the defendant The Union Banking Company excepted.

February 4th 1896

6993
 Lillie Gatis }
 vs }
 Lafayette White et al }
 Court of Common Pleas
 Union County, Ohio.

On motion of plaintiffs and it appearing to the satisfaction of the Court that it will be for the best interests of all parties to this suit that the premises described in plaintiffs petition and which were by this Court heretofore at this time ordered to be sold, be sold on the following terms to wit: One third cash in hand on day of sale: one third in one year, and one third in two years.

It is ordered by the Court that the aforesaid order be so modified and that an order of sale be issued to the Sheriff of Union County, Ohio, commanding him to proceed to appraise advertise and sell said premises according to law upon the following terms to wit: One third cash in hand on day of sale, one third in one year, and one third in two years from day of sale, the deferred payments to be secured by first mortgage upon the premises sold and to bear interest at the rate of seven per cent. per annum payable annually - and that he make due return of his proceedings.

731
 State of Ohio }
 vs }
 William Livingston } Indicted for
 Assault and Battery.
 Court of Common Pleas,
 Union County, Ohio.

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant being brought into open court in the custody of the Sheriff, and arraigned on said indictment for plea thereto saith "he is guilty" thereupon the Court being fully advised in the premises and after inquiring of said defendant if he had anything to say why sentence should not be pronounced against him, and said defendant having nothing to say, it is ordered and adjudged by the Court that the said William Livingston pay a fine of Ten dollars and the costs of this prosecution for which execution is awarded and same committed until fine and costs are paid.

February 4th 1896.

6946

J. E. Hammond

Court of Common Pleas,

vs
George W. Parthumore et al

Lorain County, Ohio.

This day this cause came on for hearing on motion of the defendant George W. Parthumore to set aside the entry made at this term of Court granting an order of sale of said premises being and to elect to take said premises at the appraised value thereof, and the same was argued by counsel and submitted to the Court, on consideration whereof the Court do sustain said motion.

It is therefore considered, ordered and adjudged by the Court that the said entry and judgment heretofore made herein granting an order of sale of said premises be, and the same hereby is, set aside and held for naught so far as such order of sale is concerned but no farther.

It is further ordered that said George W. Parthumore pay the costs made on said order of sale including the advertisement in the newspaper amounting to \$

It is further ordered that said George W. Parthumore pay into Court the sum of \$518.52 (being the one third of said appraised value of said premises), and that out of said sum the Clerk pay, 1st The costs of this case (including a court fee of \$56.52 to John M. Brodrick) taxed to \$

It is ordered that the residue thereof \$ be distributed as follows;

1 st	To the defendant - George W. Parthumore	1/3 part thereof	\$ 387.4
2 nd	" " " William Parthumore	" " "	\$ 387.4
3 rd	" " " Rebecca Converse	" " "	\$ 387.4
4 th	" " " Delilah Adams	" " "	\$ 387.4
5 th	" " " Phila Poling	" " "	\$ 387.4
6 th	" " " Hattie Bigelow	" " "	\$ 387.4
7 th	" " " Mrs. Pover	" " "	\$ 387.4
8 th	" " " Rella Vangordon	" " "	\$ 387.4
9 th	" " " Adaline Kams	" " "	\$ 387.4
10 th	" " " J. E. Hammond	1/60	\$ 6.45
11 th	" " " Rosa Congrave	" " "	\$ 6.45
12 th	" " " Manilla Callett	" " "	\$ 6.45
13 th	" " " Jennie Horton	" " "	\$ 6.45
14 th	" " " Clara Maloy	" " "	\$ 6.45
15 th	" " " George E. Hammond	" " "	\$ 6.45

It is further ordered by the Court that the said George W. Parthumore execute and deliver to said parties above named his promissory notes secured by mortgage on the premises, for the deferred payments, said notes to bear interest at the rate of six per centum per annum.

And the Sheriff is hereby ordered on the payment of said money and the execution and delivery of said notes and mortgages to deliver to said George W. Parthumore a deed for said premises.

Tuesday February 4th 1896.

6871 } Barbara Tipton } In Court of Common Pleas,
 vs } Union County, Ohio.
 George W. Tipton }

This cause came on for hearing on the motion of the plaintiff to reform defendants amended answer and cross-petition, and the Court after hearing argument of Counsel and upon due consideration overruled said motion to which ruling plaintiff excepted.

6978 } John Chapman } Court of Common Pleas
 vs } Union County, Ohio.
 H. C. Kilgus & J. H. K. G. }

This day this cause came on to be heard upon the demurrer of the defendants to the petition of plaintiff and was argued by Counsel.

On consideration whereof the Court overruled said demurrer to which ruling and decision of the Court the defendants then and there excepted.

6833 } Louis Water } Court of Common Pleas
 vs } Union County, Ohio.
 John C. Stoken }

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 Isaac S. Reynolds by deed, according to law, the property so sold.

And it is ordered by the Court that the Sheriff out of the proceeds of said sale pay-

First - the Costs hereof amounting to \$62.

Second to the said Louis Water the balance of the proceeds of said sale.

7057 } H. C. Combright, Treas. } Court of Common Pleas,
 vs } Union County, Ohio.
 Philip L. Coe }

This day this cause came on to be heard on the petition of the plaintiff herein; the jury being waived by the parties the cause was submitted to the Court; on consideration the Court finds that the said Philip L. Coe is indebted to the plaintiff the amount of taxes due on \$800⁰⁰ from the year 1889 to 1895.

It is therefore adjudged that the said Philip L. Coe pay to the Treasurer of Union County, the sum of \$137.50, the amount taxed on \$800⁰⁰ for the years aforesaid, without penalty, and costs of this action.

Court Adjourned till 8⁰⁰ O'clock tomorrow morning

Wednesday February 5th 1896.

Court convene at 8³⁰ O'clock A.M. pursuant to adjournment.
Present Hon. John A. Price
Judge.

6933

Stephen Cranston } Court of Common Pleas.
vs } Union County, Ohio.
S. A. Sterling et al }

This day this cause came on for hearing on the motion of the defendants J. M. McElroy and Lefe McElroy for a diminution of the record herein and the same was submitted to the Court upon the said motion, transcript and the evidence and arguments of counsel. On consideration whereof the Court do sustain said motion.

It is therefore considered, ordered and adjudged by the Court that the said record of said case Jenkins J.P. and the transcript of the same herein filed be, and the same hereby is corrected so as to show that said defendants J. M. McElroy and Lefe McElroy appealed the said case to the Court, and said appeal bond contained in said record and transcript be, and the same hereby is, corrected to correspond to the actual facts so as to show that said J. M. McElroy and Lefe McElroy appealed this case to this Court, and all reference to the name of S. A. Sterling, and the name of S. A. Sterling in said bond, is hereby eliminated from said bond; and that the said surety Thurston P. E. McElroy shall only be held and bound to answer for any judgment that may be rendered herein against said J. M. McElroy and Lefe McElroy, but not for any judgment that may be rendered herein against said S. A. Sterling.

6575

Louisa J. Hildreth } Court of Common Pleas.
Columbus Hildreth } Union County, Ohio.
vs }
Henry Lee } Error.

This day this cause is dismissed by agreement without record at defendant's cost.

It is therefore considered, ordered and adjudged that plaintiff recover of defendant his costs herein expended taxed at \$

Wednesday, February 5th 1896.

Certificate For Pay.

Sherriff's Office, Union County, Ohio.
Waynesville, Ohio January 5th 1896.

To Hon. John A. Price, Judge.

The Court Charges for the January Term, 1896, Union County, Common Pleas, are due for services rendered and are as follows:

Union County, Ohio.

To, Wm. S. Smidgrass Sheriff, Dr.

To serving Grand Jury Venue,	\$ 7.00
To serving Petit Jury Venue,	\$ 7.00
To serving Special Jury Venue,	\$ 4.00
To serving Grand Jury Witnesses,	\$ 3.63
To 240 miles travel, Grand Jury Witnesses	\$ 19.20
To making 83 copies, Grand Jury Witnesses	\$ 3.63
To calling 33 Grand Jury Witnesses	\$ 1.65
To Jesse Pearce Deputy	\$ 32.00
To Joseph Lawrence Court Bailiff	\$ 32.00
Total - - - - -	\$ 104.11

I hereby certify the above bill to be correct.

Wm. S. Smidgrass

Sherriff, Union County, Ohio.

Moses Thompson

Court of Common Pleas.

Union County, Ohio.

6996

B. T. Buffington et al

This day came the parties and submitted this cause to the court on the demurrer to the petition. Whereupon the Court overruled said demurrer to which ruling the defendant excepts.

Whereupon defendant asked and obtained leave to answer in 30 days.

Fredrick Sparks, by his next friend.

Court of Common Pleas.

Union County, Ohio.

6852

Robert Henderson, C. W. Fullington
and W. C. Fullington, partners

This day came on this cause to be heard on the motion for new trial by defendant; whereupon the Court being fully advised in the premises doth overrule said motion - whereupon it is considered ordered and adjudged by the court that defendants go hence without day and recover of the plaintiff their costs herein expended taxed up to all of which the plaintiff then and there excepted and gave notice of appeal on error.

6242

Amy C. Mitchell

vs

Mary C. Lehman et al

Court of Common Pleas,
Union County, Ohio,

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, being the proceedings had on the Amended petition of plaintiff and the answer of Mary C. Lehman.

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 purchaser A. C. Mitchell free from the docket of Mary C. Lehman.

And the said Mary C. Lehman having by her answer elected to receive in lieu of her dower its value in money, the Court find to be just and reasonable worth \$40⁰⁰

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 penalties due on said premises.

Second = To the Clerk of Court, the costs of this suit including an attorney fee to D. W. Ayers of \$35⁰⁰, Ten dollars of which is allowed by the Court additional to the usual attorney fee.

Third = To the said Mary C. Lehman \$40⁰⁰.

Fourth = To Amy C. Mitchell the one fourth of the remainder of said purchase money.

Fifth = To the said Charles C. Lehman one fourth of the residue of said purchase money.

Sixth = Also one fourth of the remainder of said purchase money to Bertha Lehman.

Seventh = Also one fourth of the remainder of said purchase money to John J. Lehman. And this cause is continued.

Feb. 4th 1896.

Mike A. Nipgen } Court of Common Pleas.
vs }
William Weber et al }
Jersey County, Mo.

Now comes the plaintiff Mike A. Nipgen & Co. by R. M. Croy his Attorney, and suggests to the Court that the defendant herein has died since the commencement of this action, and that Charles Braun has been duly appointed and qualified and is acting as Administrator of the said William Weber deceased, and the Court being fully satisfied thereof, it is now, on motion of the said plaintiff, ordered that this action be revived in the name of the said Administrator, and proceed against him.

Done in vacation this 10th day of February A.D. 1896.

John A. Price
Judge of Court of
Common Pleas.

6936 Connecticut Mutual Life Ins. Co. }
vs } Court of Common Pleas.
George W. Peck et al }
Hartford Conn. Feb. 15th 1896.

The sum of Forty Eight Hundred & Thirty dollars (\$4830) in full satisfaction of the debt of which the foregoing is a certified copy in favor of the Connecticut Mutual Life Insurance Company of Hartford Connecticut, against George W. Peck, Common Pleas Court, Jersey County, Mo., has been received by said Insurance Company.

Witness
Seal C. E. Thompson
Francis H. Hill
Connecticut Mutual Life Insurance Company.
By Jacob L. Krum Pres.
And Edward H. Buma Secy.

State of Connecticut }
County of Hartford } ss:

Personally appeared before me this fifteenth day of February A.D. 1896, Jacob L. Krum President and Edward H. Buma Secretary, known to me to be the President and Secretary respectively, of the Connecticut Mutual Life Insurance Company and acknowledged that they executed the above satisfaction as their free act and deed, and the free act and deed of said Company.

In witness whereof I have set my hand and Notarial seal the date above mentioned.

Filed March 5th 1896,



Chas. C. Thompson
Notary Public

No 7034 } Adelia F. Smith } Feb 27 1896 The following entry was filed to wit
 v S }
 B Watson et al } Entry
 This day this cause is settled and cost paid and dismissed
 by plaintiffs attorney

No 7074 } Mary Elizabeth Griffin } March 5th 1896 the following order of Injunction was filed
 v S } Before the Probate Judge
 Lawrence Griffin } Motion for Temporary Injunction in the Court of
 Common Pleas Union County Ohio

And now on the 5th day of March A.D. 1896 came the plaintiff by John M. Bewdick
 one of her attorneys and it being made to appear that there is at this time no Common
 Pleas Court or Supreme Judge within said County the Motion of the plaintiff
 for a temporary injunction came on and was heard upon the petition of the
 plaintiff and the affidavit therewith 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 with disposing of the real estate in the Petition described
 or in any way encumbering the same 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

James M. Campbell Probate Judge

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Monday March 9th 1896

Court commenced at 10 o'clock A.M. Pursuant to adjournment
Present Hon John A. Price
Judge

J. H. Robinson

7021

Barnes Saucerman et al

Court of Common Pleas,
Union County, Ohio.

7001

This day came the plaintiff and made proof to the satisfaction of the Court of notice according to law to all of the defendants in this cause, and thereupon it appearing to the Court that Hazel Sherman and W. C. Sherman are minors under the age of majority John T. Miller is appointed their guardian ad Litem to file their answer, and thereupon said guardian ad Litem appeared and accepted said appointment and filed his answer according to law. Thereupon the Court find that all of the defendants named in said petition have been duly notified of the pendency of this cause and made parties herein, and further find that the allegations of the petition are all true and that partition ought to be made of the lands in the petition as prayed for in said petition.

7049

It is therefore considered ordered and adjudged by the Court that the Sheriff of Union County Ohio by the oaths of Dyer Reed, Thomas H. Brannon and Robt. H. Emory three disinterested freeholders of the vicinity of said lands and not of kin to either of said parties make partition of said land according to law, and set off and assign to the plaintiff J. H. Robinson the one fifth part of said lands in severally. That he also set off to said Kollie Miller and her husband Jeremiah Miller the one fifth part thereof by the aid of said freeholders and by the like oaths he set off to Maggie J. Moore and her husband G. W. Moore the one fifth part thereof in severally, and that he by the like oaths set off to Ellen Cheney and her husband J. C. Cheney and Barnes Saucerman the one fifth part thereof in severally, and that by the like oaths he set off to Frank H. Sherman one fifteenth of said lands, and by the like oaths he set off to Emma J. Lucas one fifteenth part thereof, and by the like oaths he set off to Hazel Sherman and W. C. Sherman each the one thirtieth part of said real estate, but the said share of said Frank H. Sherman Emma J. Lucas, Hazel Sherman and W. C. Sherman is subject to the dower claim therein by Jesse Sherman and the share of the said Hazel and W. C. Sherman being also subject to the dower therein of one third during her life time of their mother Minnie Sherman and the said Sheriff by the oaths of said freeholders is ordered to set off said dower if possible and if in the opinion of said freeholders said dower can not be assigned without manifest injury and that said lands cannot be partitioned as herein ordered without manifest injury that they make an appraisement of said lands according to law.

And the Court find that said Ella Cheney wife of J. C. Cheney is the legal heir of Jane Saucerman deceased, and was legally

adopted by her and Barnett Sauerman as their daughter and heir at law. Said Sheriff is ordered to make his report as early as possible.

7001 Lillie J. Gallant }
vs }
Edward Gallant }
Court of Common Pleas,
Knox County, Ohio.

This day this cause is dismissed at plaintiffs costs and without record.

7049 The Peoples Bank }
vs }
James Krinus & Co }
James Brown }

This day came the plaintiff by J. H. Hinkade Attorney, and filed its petition against said defendants, and thereupon R. L. Woodburn 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, from 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 defendant 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 indebtedness, the sum of One Hundred and Ten & 55/100 Dollars, bearing interest at 8 per cent. 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 The Peoples Bank plaintiff do recover of the said James Krinus and James Brown defendants the sum of One Hundred Ten & 55/100 dollars, so confessed as aforesaid, with interest from January 13, 1896 at 8 per cent per annum, and also costs in its 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.

March 9th 1896

6874

Louisa J. Hildreth et al } Court of Common Pleas
 vs } Union County, Ohio.
 William S. Lee et al }

This day came this cause to be heard by the Court, and it appearing to the Court that J. M. Bondrick Administrator of the estate of Addison Lee is not a proper party in the case and he is therefore dismissed, and it further appearing to the Court that the parties have settled the case as to the lands except costs and have conveyed by deeds of release to each other the parts of said lands agreed by them to be given to each in such settlement, and the Court being satisfied that the said plaintiffs and defendants have been by reason of said proceedings in partition brought together and enabled to make division of said lands and have been benefited thereby the same as if said lands had been partitioned by the order of the Court, and that the Attorney fee of Robinson and Woodburn under the rules of this Court would amount to the sum of \$228⁰⁰ altogether and that an allowance to them of the three fourths thereof would be equitable and first to be paid in equal proportions by said heirs of Addison Lee Deceased.

7075

Therefore it is considered ordered and adjudged by the Court that said cause be settled as to said division of said land and each of said parties be quieted in the title and possession of the land so conveyed to each of them and that the costs herein including the Attorney fee of Robinson and Woodburn for One hundred and Seventy one & 69/100 dollars be paid by said heirs as follows viz:

- One Sixth by Louisa J. Hildreth.
- One Sixth by Alice M. Myers,
- One Sixth by Wm S. Lee,
- One Sixth by John K. Lee,
- One Sixth by Henry R. Lee
- One Sixth by Joseph C. Lee to wit, the sum of Thirty & 47/100

dollars each within thirty days, and in default of such payment that execution issue therefor as upon judgment at law against each or in default for his or her share thereof.

O.K.

John A. Pugh
 Judge.

7086

The Peoples Bank }
 vs } Judgment by Confession for \$553⁰⁰
 D. H. Moore & Henry Bell }

This day came the plaintiff by F. V. Arthur Attorney, and filed their petition against said defendants and thereupon John M. Bondrick 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, proved 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 defendant herein, and acknowledging that said defendants did owe and was indebted unto the plaintiff 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 Five Hundred Three & 69/100 dollars bearing interest at 8 per cent. per annum, from January 14th 1896, 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 The Peoples Bank plaintiff do recover of the said D. H. Kroore and Mary A. Bell defendants, the sum of Five Hundred Three & 69/100 Dollars so confessed, as aforesaid, with interest from March 9th 1896 at 8 per cent 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, petitions and writs of error thereon, are by said defendants waived and released.

7075- The Farmers Bank }
vs } Judgment by Confession for \$100.56.
A. S. Turner }

This day came the plain by John G. Bordrick its Attorney, and filed its petition against said defendant, and thereupon H. H. Marchant an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as it has in its 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 One hundred & 56/100 dollars, bearing interest at 8 per cent. 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 The Farmers Bank Plaintiff do recover of the said A. S. Turner defendant the sum of One hundred & 56/100 dollars so confessed, as aforesaid, with interest from March 10th 1896 at 8 per cent. per annum, and also costs in its 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 defendant waived and released.

March 9th 1896.

6978 } John Chapman } Court of Common Pleas
 vs } Hilgus Wiley } Union County, Ohio.

Leave to defendant to file answer is extended to March 20, 1896, and case continued.

6646

6995 } James Carter Ayl. } Court of Common Pleas
 vs } R. W. Thompson Ayl. } Union County, Ohio.

Leave is granted to plaintiff to file his petition in this cause by the 20th day of March 1896, and case continued.

7025 } Daniel Brewer } Court of Common Pleas
 vs } Adam Kenhouse et al } Union County, Ohio.

And now this cause coming on to be heard upon the petition the answer of Willard F. Langstaff, Assignee of John E. Kenhouse, and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demands of the said petition, and that they are all, with the exception of said Willard F. Langstaff assignee in default for answer thereto.

Therefore 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 Daniel Brewer has a legal right to the one-half part thereof; the defendant Adam Kenhouse a legal right to the one-half part thereof; and that the plaintiff is entitled to have partition of said estate made as prayed in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest and A. B. Hall, Wilbur DeFord and W. J. Shoppert three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are severally above found entitled.

And of his proceedings herein, said Sheriff is ordered to make due return.

6676 } Helen Perfect } Court of Common Pleas,
 vs } George Hilber et al } Union County, Ohio.

It appearing to the Court that John L. Boylson claims an interest in this case, he is on motion, made a party defendant herein, and granted leave to answer instant which was done.

March 9th 1896

Court of Common Pleas, Union County, Ohio.

6646

Hellen Perfect

vs
George Kilber et alDecree of Confirmation, Order for deed, and
distribution of proceeds.

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, on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Nathan Howard, by deed, 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, or far as they may be paid therein, for the protection, his title; and a writ of possession is awarded to put the said purchaser in possession of said premises.

It is further ordered by the Court 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 to distribute the proceeds of said sale, amounting \$3370.75, 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 \$91.20.

2nd. The costs in this case, taxed at \$72.42.

3rd. To the plaintiff, Hellen Perfect, the amount heretofore found due her, with interest, to wit; the sum of \$2649.05 with interest on deferred payments secured by mortgage.

4th. To the defendant Philip Snider on his Answer and Cross-Petition, on judgment, the sum of \$22836, with 8 per cent. interest on \$21902, and 6 per cent. interest on \$934, both from March 10th 1896, out of the interest of said defendant George Kilber.

5th. To the defendant E. L. Portin the remainder of the proceeds due from said George Kilber.

6th. To the defendant Thurea A. Smith the remainder due her as an allowance in lieu of a homestead.

7th The said defendants P. L. Cole and John L. Boylan were also made parties hereto, but the proceeds were not sufficient to pay any part of either of their interests.

Sheriff is ordered by the Court to have A. S. Mowry make a true description for said lands and insert it into the deed and mortgage hereto, and tax the same costs with this case.

March 9th 1896.

6937

Joseph Robins }
vs }
Charles F. Robinson et al }

Court of Common Pleas,
Linn County, Ohio

7028

This day came the plaintiff and produced in open Court the order of sale issued in this case and the report thereon of the Sheriff of said County. And the Court having examined the same and the proceedings thereunder find the same in all respects regular and in conformity with law and that the sale of the property therein described to L. Piper was in all respects regular he having bid therefor \$298⁰⁰ and he being the best and highest bidder therefor and his bid being more than the two thirds of the appraised value thereof.

It is therefore considered ordered and adjudged by the Court that said sale to said Piper of said premises be confirmed and that the Sheriff of said County be and he is hereby ordered to make a deed therefor to said purchaser L. Piper in fee simple, the said Land being described as follows to wit: Situate in the village of Broadway, Taylor Township, Linn County Ohio, and being a strip thirty eight feet wide off of the west side of Lot No. 2 two of said village with a two story Building, a Brick Foundation and a one story frame building, the same being the property conveyed to Mary S. Robins March 27th 1891.

It is further ordered that the said Sheriff pay of the purchase money, first, the cost in this case expended including an attorney fee to Robinson and Woodburn of twenty five dollars - And that as to the distribution of the balance of the purchase money, this case is continued.

6473

Flutwood Courtright }
vs }
L. J. Taylor }

Court of Common Pleas
Linn County, Ohio.

This day came the parties and by consent this cause is continued as to the Attachment and the motion to dissolve the attachment.

912

The State of Ohio }
vs }
Charles Lincum et al }

Indictment for Burglary
and Larceny.

The Bond of the defendant Charles Lincum which was heretofore declared forfeited and the forfeiture respited to this term, said forfeiture is on motion of Porter & Porter Counsel for said Lincum hereby set aside and held for null.

6985

John T. Handley }
vs }
Richard Turner et al }

Court of Common Pleas,
Linn County, Ohio.

Now comes the plaintiff and by leave of the Court is allowed to file an Amended Petition herein, on or before March 19th 1896.

March 9th 1896.

7028

Alf Scott

vs

Adelia Coder
Simon Coder &
Maryetta R. Krome

Court of Common Pleas
Linn County, Wis.

This day this cause came on to be heard by the Court upon the petition of the plaintiff Alf Scott,

The said defendants, Adelia Coder, Simon Coder her husband & Maryetta R. Krome being in default for answer and demurrer to the petition and the Court having heard the proofs and evidence and being fully advised in the premises doth find:

1st. All and singular the statements contained in said petition to be true.

2nd. That there is now due to the plaintiff from the said defendants Adelia Coder and Simon Coder as makers, and Maryetta R. Krome as indorser upon said promissory notes in the said first and second cause of action set forth in the petition of the plaintiff the sum of One hundred ~~thirteen~~ ^{thirteen} & 07/100 dollars (\$113.07) which is entitled to draw interest from the first day of the present term of this Court to wit from January 13, 1896.

3rd. That there will be due ^{to the plaintiff} from said Adelia Coder & Simon Coder as makers and said Maryetta R. Krome as indorser and which is secured by said mortgage herein upon said undue promissory notes set forth at III, IV, V of said petition, the following sums of money at the times following to wit:

\$118.00 April 13, 1896.

\$118.00 April 13, 1897.

\$118.00 April 13, 1898.

4th. And that excepting what may hereafter be found due to the state for taxes upon said mortgaged property if any the priority of the liens of the parties hereto upon said mortgaged premises is as follows:

First, the taxes.

Second, the costs of this action

Third - The mortgage lien of the plaintiff herein for the notes due and to become due as accreted to the first day of the present term of this Court to wit, to January 13th 1896, the sum of \$462.52 with interest from that date.

It therefore: it is adjudged by the Court that the plaintiff herein recover against the said Adelia Coder and Simon Coder, and the said Maryetta R. Krome the said sum or found due together with costs herein for which execution is awarded.

And it is further ordered by the Court that unless the said defendants Adelia Coder pay or cause to be paid said above adjudged sum of money \$113.07 to the plaintiff together with costs within one day from date of entry hereof an order of sale issue to the sheriff for the time being of said County commanding him as such said Sheriff to cause said premises to be appraised, advertised and sold as upon execution and bring the proceeds of such sale into Court to be distributed according to its further orders.

March 9th 1896

Lucy Ann Woodhead } Court of Common Pleas
vs } Union County, Ohio.

7026

George M. Gamble 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 order of this Court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Charles A Francisco, 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: 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 \$360⁰⁰, 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 \$30⁰⁰.

Secondly- To the defendant L. E. Khariton the amount of his claim for taxes, penalty and interest, the sum of \$.

Thirdly- The costs of this action taxed at \$06⁰⁰.

Fourthly- To the plaintiff Lucy Ann Woodhead the balance of the said money remaining in his hands, to wit, the sum of \$ to be applied as a credit upon her judgment against the defendant George M. Gamble.

And there still remaining due to the said Lucy Ann Woodhead the sum of \$ it is considered that she recover the same from the defendant Geo. M. Gamble, and execution is awarded therefor.

J. M. Kennedy } Court of Common Pleas
vs } Union County, Ohio.

L. 5760

Elizabeth Reed }

Now comes the plaintiff and moves the Court to confirm the sale heretofore made in this case; and the Court after examining the return of the Sheriff do hereby approve and confirm the sale made herein, and Sheriff is ordered to make a deed to said purchaser upon the payment of said purchase money.

Thaddeus Wood } Court of Common Pleas
vs } Union County, Ohio.

7005

Asbury Elliott }

This day this cause came on to be heard upon the demurrer filed herein by the defendant - was argued by counsel and submitted to the Court - upon consideration whereof the Court do sustain said demurrer, in which judgment of the Court the plaintiff excepts, thereupon plaintiff had leave to file an amended petition by April 4 1896.

March 9th 1896

7040

Eben C. Robinson }
 -s } Court of Common Pleas
 George Davis et al } Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant George Davis on the promissory note set forth in the petition, with interest to this date, viz: March 9th 1896, the sum of \$46.25.

The Court further find that in order to secure the payments of said note, the defendant George Davis and Bell Davis his wife, executed and delivered to said Eben C. Robinson, the plaintiff, their certain mortgage as in the petition described, and on the premises herein described; that said mortgage was duly recorded in Book 34, Page 51, of the records of mortgages of Union County, and is a good and valid first lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed that unless the defendant shall within five days from the entry of this decree pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest from the 9th day of March, 1896, at 8 per cent. The defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

March 9th 1896.

7031 Martin Miller
 vs
 Jefferson Severe et al
 Court of Common Pleas
 Union County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the plaintiff Answer and Cross-petition of Charles Reister, the said defendants Jefferson W. Severe and Nancy E. Severe being in default for answer or demurrer to the said petition.

And the Court having heard the proofs and evidence adduced by the parties respectively, and the argument of Counsel, and being fully advised in the premises doth find that all and singular the statements contained in said petition are true, and that there is now due to the plaintiff from the said defendants Jefferson W. Severe upon the said promissory note in said first and second cause of action set forth in the petition of the plaintiff the sum of Three hundred and forty four & 79/100 dollars which is entitled to draw interest from the first day of the present term of this Court to wit January 13th 1896; that there will be due from said Jefferson W. Severe and which is secured by said mortgage herein undue promissory note on January 1st 1897, the sum of Two hundred dollars with interest at six per cent. from January 1st 1894, and that the plaintiff has the first and best lien on said real estate, except for taxes if any.

Wherefore it is adjudged by the Court that the plaintiff herein recover against the said Jefferson W. Severe the said sum of Three hundred forty four & 79/100 Dollars together with his costs in this behalf expended taxed at \$ for which execution is awarded.

And the Court doth further find that in order to secure the payment of the said promissory note in the first and second causes of action alleged as well as the one to become due January 1st 1897, the said defendants Jefferson W. Severe and Nancy E. Severe his wife executed the mortgage set up in the petition, and on the real estate in said petition described, which mortgage was duly left for record with the Recorder of Union County, February 8th 1894, at 8¹⁵ O'Clock A.M. and recorded February 14th 1894, in Book of Mortgages of said County Vol. 32 page 492 & 493, and is the first and best lien on said premises.

It is therefore further ordered and decreed by the Court, that unless the defendant Jefferson W. Severe pay or cause to be paid said above adjudged sum of money to the plaintiff within five days from the date of the entry of this decree, and to the Clerk of this Court the costs herein to this behalf expended taxed at \$ that an order of sale issue to the Sheriff for the time being 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 said sale into Court to be distributed according to its further order.

March 9th 1896.

Order for drawing Jury.
The State of Ohio }
Union County } Court of Common Pleas.

It is ordered that the Clerk of this said Court shall, between the hours of Ten O'clock in the forenoon and Twelve O'clock noon, on the fourth Monday following to the sitting of the Court of Common Pleas in said County to wit:

On the 6th day of April A.D. 1896, in the presence of the Sheriff proceed in accordance with the law in such cases made and provided to draw from the Jury Wheel Fifteen names of persons to serve as Grand Jurors, and thirteen names of persons to serve as Petit Jurors, and shall forthwith issue Venue for the said jurors so drawn, to be and appear before said Court on the first day of the Term thereof to wit: on the 6th day of April A.D. 1896, at 10 O'clock in the forenoon of said day.

John A. Price
Judge of Court of Common Pleas.

Henry Harrington } Court of Common Pleas
vs }
Sophia Harrington }
Union County, Ohio.

7019

This cause came on to be heard upon the petition and the evidence, and was submitted to the Court, on consideration whereof the Court finds that personal service was obtained notifying the defendant of the filing and the pendency of this petition, and that said parties were married as set forth in the petition; that the plaintiff has been a bona fide resident of Union County in this state for more than one year before the filing of the petition herein, and that the defendant was guilty of gross neglect of duty to plaintiff without cause for three or four years prior to filing the petition.

It is therefore considered by the Court that the marriage relations heretofore existing between said parties be, and the same hereby is set aside and wholly annulled, and the parties released from the obligations of the same, and that the plaintiff pay the costs of this action.

It is considered that the plaintiff pay the costs herein taxed at \$

March 9th 1896

7014 Daniel Mercer } Court of Common Pleas
 vs } Union County, Ohio.
 Adam Newhouse et al }

And now this cause coming on to be heard upon the petition, the answer of Willard F. Langstaff assignee of John E. Newhouse and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are all, with the exception of said Willard F. Langstaff assignee, 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 Daniel Mercer has a legal right to the three eighths part thereof; the defendant Adam Newhouse a legal right to the one eighth part thereof, and the defendants Mary L. Gleason and Cynthia B. Miller each a legal right to the one sixth part thereof, and the defendants George E. Thompson and Rachel A. Harshfield each a legal right to the one twelfth part thereof, and that the plaintiff is entitled to have partition of said estate made, as prayed for in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest, and A. W. Hall, Wilbur DeKore and W. J. Shoppert three judicious freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named, he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled, and of his proceedings herein, said Sheriff is ordered to make due return.

6657 John J. Finley } Court of Common Pleas
 vs } Union County, Ohio.
 J. L. Sever et al }

March 14th 1896, This day this cause is dismissed at plaintiffs costs by order of plaintiffs attorney, J. F. Miller.

March 9th 1896

7013

Jane A. Pudney }
 vs }
 John A. Phillips et al }

Court of Common Pleas
 Union County, Ohio

On motion of plaintiffs Attorney, and on his producing the return of the Sheriff of the sale made by him under the former order of this Court; and the Court 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 proceeding and sale be, and the same hereby are, approved and confirmed.

And it is further ordered that said Sheriff convey to the purchaser, Jane A. Pudney, by deed in fee simple, the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to twelve hundred dollars (\$1200⁰⁰) it is ordered that said Sheriff out of said money in his hands, pay-

First:- To the Treasurer of Union County the taxes, assessments and penalties now due upon the premises so sold, to wit; the sum of \$

Second:- To the Clerk of this Court the costs of this action, to wit: the sum of \$35⁰⁰.

Third:- To the plaintiff Jane A. Pudney the remainder of said amount, to wit: the sum of \$ to apply on her judgment heretofore rendered in this action, leaving \$ still due her from said defendant John A. Phillips thereon, for which last amount execution is hereby awarded.

March 9th 1896.

The State of Ohio, Union County ss:

On the 9th day of March 1896, I received this Verine and served the same on the several persons therein named at the times and in the manner placed opposite their names endorsed hereon.

7026

Grand Jury.

Wm. S. Woodgrass Sheriff.

Names	When Served	How Served
Jasper Cowen	March 9 th	Postal
C. D. Perfect	" "	"
L. H. Bechtel	" "	"
Benjamin Thomas	" "	"
James D. Mc Campbell	" "	"
Joseph Cartmell	" "	"
W. D. Howrey	" "	"
A. D. Kulber	" "	"
Elmer Hall	" "	"
Allen Hains	" "	"
Philip Vanderan	" "	"
Elmer Cheney	" "	"
Geo Elliott	" "	"
Jerry Miller	" "	"
Mahroe Amurine	" "	"

Petit Jury.

Names	When Served	How Served
C. D. Cutler	March 9 th	Postal
Harrison Turner	" "	"
Thomas Cody	" "	"
George Jewell	" "	"
George Osborn	" "	"
John Moore	" "	"
John Bishop	" "	"
William Shipley	" "	"
Edward Barker	" "	"
Conrad Hedemann	" "	"
Elsworth Clark	" "	"
George B. Hamilton	" "	"
Albert S. White	" "	"

6932

March 9th 1896

7026

Lucy Ann Woodhead }
 vs }
 George W. Gamble et al }

Court of Common Pleas
 Union County, Ohio.

On motion of 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 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, Charles A. Francisco, 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.

And the Court coming now to distribute the proceeds of said sale, amounting to \$360⁰⁰, 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 \$35⁰⁰.

Secondly: To the defendant, L. C. Horton, the amount of her claim, for taxes, penalty and interest, the sum of \$29⁵⁰.

Thirdly: The costs of this action, taxed at \$56³⁴.

Fourthly: To the Plaintiff Lucy Ann Woodhead, the balance of the said money remaining in his hands, to wit, the sum of \$270⁰⁰ to be applied as a credit upon her judgment against the defendant George W. Gamble.

And there still remaining to the said Lucy Ann Woodhead the sum of \$, it is considered that she recover the same from the defendant Geo. W. Gamble, and execution is awarded therefor.

6932

Henry Hatcher }
 vs }
 C. L. Stout et al }

Court of Common Pleas
 Union County, Ohio.

This cause dismissed at plaintiffs costs by J. E. Robinson Plaintiffs Attorney.
 March 17th 1896.

March 9th 1896

7052

J. A. Shearman }
vs
J. R. Hubbard. }

Court of Common Pleas
Union County, Ohio.

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 return 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 \$52²⁶ and One and 3/100 Dollars costs with interest from the 16th day of June 1887, and increased costs, in the sum of \$36⁰⁰ be and the same doth stand revived against the said J. R. Hubbard, and that the plaintiff recover against him, his costs, in and about this proceeding in return incurred and expended, taxed at \$

6655

Roberta M. Bell }
vs
Jacob Kustfall }

Court of Common Pleas
Union County, Ohio.

January 14th 1896, dismissed for want of prosecution at plaintiffs costs.

7038

E. C. Griswold }
vs
Emma Bartmell }

Court of Common Pleas
Union County, Ohio.

This cause came on for hearing this day upon the petition of the plaintiff and the evidence.

The defendant, Emma Bartmell, being in default for answer and demurrer.

On consideration whereof the Court find that the defendant Emma Bartmell, is indebted to the plaintiff E. C. Griswold, in the sum of \$130⁰⁰.

The Court further find that the defendant executed the chattel mortgage, as stated in the petition, and the same is a subsisting lien on the property in the petition described, and that the plaintiff is entitled to have said chattel property sold to pay the amount due him as aforesaid.

It is therefore ordered that unless the defendant, within 20 days from the entry hereof, pay to said plaintiff said sum of \$130⁰⁰, with interest thereon from the 9th day of March 1896, and costs of suit, the chattel property described in the petition shall be sold by the sheriff of this County, as upon execution and an order issue for that purpose.

7044

March 9th 1896

Mike A Kipgen doing business
under the firm name and styled
Mike A. Kipgen & Co.

Court of Common Pleas,
Winn County, Ohio.

7044

vs

William Weber, and Catharine
Weber, The Citizens Home and
Savings Co, George Schlegel, and
Charles Braun, Administrator of
William Weber, deceased.

Entry.

This day this cause came on to be heard
by the Court, upon the petition of the plaintiff, the Answer and Cross peti-
tion of Charles Braun, Administrator of William Weber, deceased, Catharine
Weber, The Citizens Home and Savings Company, and George Schlegel, -
and the Court having heard the proofs and evidence adduced by the
parties respectively, and the arguments of their Counsel, and being fully
advised in the premises doth find, -

1st - That all and singular the statements contained in said petition and
Cross-petition to be true;

2nd - That there is now due to the plaintiff from Chas. Braun, Admin-
istrator of the said William Weber, deceased, upon the said judgment
and levy in the cause of Action set forth in the plaintiffs petition, the
sum of Eleven hundred and Seventy Seven and 86/100 Dollars, which is en-
titled to draw interest, at the rate of 8 per cent per annum from the 9th
day of March, 1896, - and \$20.65 Costs with interest from March 9th 1896.

3rd - That there is due to the said defendant, The Citizens Home and Savings
Company upon the causes of action stated in its Answer and Cross-
Petition herein from the said defendant Chas. Braun, as Administrator
of William Weber deceased the sum of \$

4th - That there is due to the said defendant George Schlegel, upon the
cause of action stated in his Answer and Cross-Petition herein from the
said defendant Chas. Braun, as Administrator of William Weber deceased,
the sum of \$1105.74, with interest - at the rate of 8 per cent per annum,
from March 9th 1896, and \$4.57 his costs in his above action stated, with
interest from March 9th 1896.

5th - That there is due to the said defendant Catharine Weber upon her
cause of action for alimony stated in her Answer and Cross-Petition herein,
from said defendant Chas. Braun, Administrator of W^m Weber deceased,
the sum of \$50.00 with interest from the 9th day of March, 1896.

And that the defendant Catharine Weber upon the cause of action
for dower, set up in her Answer and Cross-Petition is entitled to be endow-
ed of the one-third of the real estate described in plaintiffs petition (except
the first described tract) and that the said Catharine Weber has filed her
Answer waiving the assignment of dower by Metes and Bounds, or rents
and profits, and asks to have the said real estate sold free of dower, and
that she be allowed such sum of money out of the proceeds of the
sale as the Court deems the just and reasonable value of her dower inter-
est therein.

6th - That the said defendant William Weber, died on the 4th day of Febru-
ary, 1896, leaving no widow: That the following named children are his

March 9th 1896

sole heirs and legal representatives to wit: - Clara Braun, wife of Chas. Braun, Walter Weber and Ella Weber, and are made parties to this suit, and are each entitled to one-third equal part of the estate described in plaintiffs petition, after the liens heretofore found are satisfied.

7th. And that except what may be found due to the State for taxes, on said real property, if anything, the priority of the liens of the parties hereto upon said described premises is as follows: -

1st. That the said defendant Catharine Weber, upon the causes of action set forth in her Answer and Cross-petition herein, has the first and best lien upon the premises in said petition described.

2nd. That the Citizens Home and Savings Company, upon its cause of action set forth in its answer and Cross-petition herein, has the second best lien on the lot No. 53, situate on Center Street, and the third best lien on Lots, No. 40 situate on Main Street, and Nos 5, 7, and 9 in the Charles Est addition, to the town of Marysville, as in plaintiffs petition described.

3rd. That the plaintiff Kike A. Kipgen & Co. upon his cause of action set forth by his petition herein, has the third best lien on said lot No 53, and the second best lien on Lots No. 40, and Lots Nos 5, 7 & 9 of the Charles Est addition, as set forth by his petition, subject to the priorities heretofore mentioned.

4th. That the defendant George Schlagel, upon his cause of action set forth in his Answer and Cross-petition herein, has the fourth best lien on the premises in plaintiffs petition described, subject to the priorities heretofore mentioned.

5th. That Clara Braun, wife of Charles Braun, and Walter Weber and Ella Braun, his guardian, and Ella Weber and Catharine Weber her guardian, have each entered their appearance herein, and they are the sole heirs and legal representatives of said William Weber deceased, and are entitled to the remainder of said premises, in plaintiffs petition described, if any remainder there be.

Wherefore, it is adjudged and ordered by the Court, that the premises described in plaintiffs petition (except the first described premises) be sold, and that an order of sale issue to the Sheriff of Union County Ohio, commanding him as such Sheriff to cause said premises to be appraised, advertised and sold, as upon execution, upon the terms following to wit: One third of the purchase price to be paid cash in hand at the time of sale, One third in One year, and One third, in Two years; the deferred payments to be secured by mortgage on the premises, and that the said Sheriff bring the proceeds of such sale into Court to be distributed according to further order.

March 9th 1896.

7056 Valasek Case } Court of Common Pleas
 vs } Union County, Ohio.
 C. W. Case }

This day this cause is settled by the parties, as follows -
 the defendant pays to plaintiff One hundred and seventy five dollars
 and plaintiff pays the costs. The costs are paid. No record to be made.
 March 25th 1896.

6982 John H. Crofford et al. } Court of Common Pleas
 vs } Union County, Ohio.
 Albert Hamilton et al. }

On motion of one of the defendants, Maggie A Hill, it
 was ordered and decreed by the said Court that the proceeds of the said sale
 had in the premises described in the petition, after having paid the taxes of
 \$155, and costs of this action which are \$39.21, and the Mortgage lien of \$176.55,
 the surplus of \$130.69 be paid to the defendant Maggie A Hill.

7016 Jennie Foyle } Court of Common Pleas,
 vs } Union County, Ohio.
 Allen Foyle }

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

1st That said plaintiff is a bona fide resident of Union
 County and has been for more than a year last past.

2nd That the defendant was duly served with summons herein.

3rd That said defendant has been guilty of gross neglect
 of duty as charged in the petition.

It is therefore ordered adjudged and decreed by the Court
 that said plaintiff have a complete divorce from said defendant
 and that the plaintiff have the custody, care, control and educa-
 tion of said minor children James & Louise Foyle, and that said
 defendant be allowed to visit said children at any proper time
 not oftener than once a month and that she recover her costs
 herein taxed at \$967.

March 9th 1896.The Citizens Home and
Savings Company.

7060

vs

Robert Patterson et al

Court of Common Pleas
Union County, Ohio.

6775

This cause now coming on for hearing, was submitted to the Court on the pleadings and the evidence, and the Court find that the said defendants have been duly served with summons, and are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by him to be true.

The Court further find that the said defendant Robert Patterson has failed to pay to the plaintiff the weekly interest of dues, premium and interest, as in the petition set forth, and that there is due to said plaintiff on the contract set forth in its said petition from said defendant Robert Patterson the sum of Four hundred and Seven Ed 7/100 Dollars on March 9th 1896.

The Court further find that in order to secure the regular payments of said weekly installments, as well as those hereafter to become due, the said defendants Robert Patterson and Mary Patterson executed and delivered to this plaintiff their certain mortgages in the petition described and on the premises therein described: that the mortgage described in the second cause of action in said petition was duly recorded in Vol. 33, page 59, and the mortgage described in the fourth cause of action in said petition was duly recorded in Vol. 37, page 7, of the records of mortgages of Union County, Ohio, and are the first and second best liens respectively on the premises described in the petition.

It is therefore considered and adjudged by the Court that said plaintiff recover of said defendant Robert Patterson said sum of Four hundred and Seven Ed 7/100 Dollars together with its costs herein, and execution is awarded therefor.

It is further ordered and decreed that unless said defendant shall within ten days from the entry hereof, pay, or cause to be paid, to the said plaintiff the said sum of \$407.77, or found due, and to the Clerk of this Court the costs taxed herein at \$ the defendants equity of redemption be fore closed 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.

7006

March 9th 1896

6775

Robert McCarty }
vs }
Wm Harriatt et al }

Court of Common Pleas
Union County, Ohio.

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 said proceedings 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, G. R. Hughes, 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 records thereof, in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale, amounting to \$1540.00, it is ordered that the Sheriff, out of the money in his hands pay:-

First:- To the Treasurer of this County the taxes due June, 1896, amounting to \$10.93.

Second:- To L. C. Wharton, the amount of taxes, penalty and interest due him as purchaser at forfeited tax sale, amounting to \$92.00.

Third:- The Costs of this action, taxed at \$

Fourth:- To the defendant, Joseph J. Dickinson, the amount heretofore found due him with interest, to wit, the sum of \$1037.81.

Fifth:- To the plaintiff Robert McCarty, the amount heretofore found due him, with interest, to wit, the sum of \$99.90.

Sixth:- To the defendant, Carrie A. Harriatt on her allowance D. W. Ayers the balance of the money remaining in his hands, to wit, the sum of \$

7006

Lewis F. Erb }
vs }
Charles A. Erb }

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisal of said estate at sums following to wit: Dwelling house and all lands adjoining at \$2834.00. Blacksmith Shop and all property thereto attached (being lots Nos. 2 & 3 in the petition described at \$734.00. Ten and one half (10 1/2) acre lot of land south of Milford Center at \$1033.33. 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 Lewis F. Erb plaintiff herein has by purchase become the owner including his own interest of 5/6 of all of lots No. 2 & 3 in said petition described, and named in the return of the Commissioners report as "Blacksmith Shop and all property thereto attached" except the interest of George Erb and Ella Erb his wife, being the one sixth of said lots with Blacksmith shop as described. And it further appearing to the Court that the said Lewis F. Erb has elected to take the said Blacksmith Shop and lots on which they stand at their appraised value, it is ordered by the Court on good cause shown that the proportion thereof due to the other parties be paid

March 9th 1896.

one-third in cash and a balance in one & two years, deferred payments to be secured by mortgage; that upon Lewis F. Erb pay in the same together with his proportion of the costs in the case including Counsel Fee of \$21.75, to L. Piper for his services herein, and his proportion of the taxes and penalty due on said premises amounting in all to \$ The said Estate he and it is hereby adjudged to him, and the Sheriff is ordered thereupon to make and execute to him the said Lewis F. Erb a conveyance for the same. And the Court coming to distribute the proceeds of said Estate, it is ordered that the Sheriff upon receiving the same as above 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 part of this action, including Counsel Fee of L. Piper \$ Third = To the Plaintiff the five sixths of the balance of the proceeds of the sale of said lots 2 & 3 in said petition described, and to the defendant George Erb and Ella Erb the one sixth (1/6) of the balance of the proceeds of said sale in full of their respective rights therein: And it appearing to the Court that neither of said parties elect to take the remaining part of said Estate, to wit: the dwelling house and lots and the 10 1/2 acres of land at the appraised value, on motion of the Plaintiff, it is ordered that said Estate be sold at public auction on the premises in said County upon the following terms to wit: One third cash in hand on day of sale; One third in one year, and one third in two years from day of sale; deferred payments to be secured by mortgage upon the premises sold and bear interest at 6 per cent per annum from day of sale. And it is further ordered by the Court that an order issue therefor to the Sheriff of Union County and the here further order that said Sheriff make return of his proceedings hereunder to this Court without unnecessary delay and this Cause continued.

L. Piper Atty for Plf.

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 A.D. 1896, was begun on the Second Monday the 13th day of January 1896, and continued from day to day by regular adjournment until this 9th day of March 1896, and is now adjourned without day.

Attest,

J. N. Gosnell,

Clerk of the Court of Common Pleas,
of Union County, Ohio.

Venue for Jury

The State of Ohio, Union County, ss:

On the 9th day of March 1896, I received this Venue and served the same to the several persons therein named, at the times and in the manner placed opposite their names endorsed hereon.

Wm G. Snodgrass Sheriff

	Names	When served	How served
1	Jasper Converse	March 9th	Postal
2	G. D. Perfect	" "	"
3	L. H. Bechtel	" "	"
4	Benjamin Thomas	" "	"
5	James D. W. Campbell	" "	"
6	Joseph Cartmell	" "	"
7	W. N. Howey	" "	"
8	A. D. Kilburn	" "	"
9	Elmer Hall	" "	"
10	Allen Hamer	" "	"
11	Philip Vanderau	" "	"
12	Elmer Shuey	" "	"
13	Wm Elliott	" "	"
14	Jerry Miller	" "	"
15	Rowen Amrine.	" "	"

Panel Jury

	Names	When served	How served
1	O. D. Butler	March 9th	Postal
2	Harrison Turner	" "	"
3	Thomas Cody	" "	"
4	George Jewell	" "	"
5	George Osborn	" "	"
6	John Kover	" "	"
7	John Bishop	" "	"
8	William Shipley	" "	"
9	Edward Barker	" "	"
10	Conrad Weideman	" "	"
11	Elsworth Clark	" "	"
12	George B. Hamilton	" "	"
13	Albert S. White	" "	"

7054

Alice Clayton vs John M. Clayton
 Court of Common Pleas, "at Chambers"
 Union County, Ohio.

This 26th day of March this cause came on and was heard upon the application of plaintiff for alimony pendente lite; and it is ordered upon due consideration that said plaintiff be allowed the sum of thirty five dollars.

It is therefore ordered that said John M. Clayton pay to said plaintiff, or to her Attorney J. F. Miller the said sum of thirty five (\$35.00) dollars within thirty (30) days, and in default thereof, that execution issue.

Ayers Ayers
 Attorneys for Defendant.

Monday April 6th 1896

State of Ohio Union County, ss:

The separate session of the Court of Common Pleas of the Tenth Judicial District and the Third Sub-Division 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 Six. Held in the Court-House in the City of Marysville, County of Union, State of Ohio, was begun on the 6th day of April in the year aforesaid.

Present:

Hon. John A. Rice, Judge of the Court of Common Pleas, of the 3rd Sub-Division 10th Judicial District of Ohio.

Wm. V. Snodgrass Sheriff of Union County, Ohio.

Attest:

J. N. Gasnell Clerk of the Court of Common Pleas, Union County, Ohio.

The Venue facias for a Grand Jury heretofore issued and returnable this 6th day of April at 10 O'clock A.M., was duly served returned by the Sheriff with his endorsements thereon to-wit:

The State of Ohio, Union County, ss:

Sheriff's office, March 16th 1896.

On the 9th day of March 1896, I received the Venue 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 | Jasper Converse | Served March 9 th 1896 | By Postal |
| 2 | C. D. Perfect | " " " | " " |
| 3 | L. H. Bechtel | " " " | " " |
| 4 | Benjamin Thomas | " " " | " " |
| 5 | James D. McCampbell | " " " | " " |
| 6 | Joseph Cartmell | " " " | " " |
| 7 | W. D. Howey | " " " | " " |
| 8 | A. D. Kilber | " " " | " " |
| 9 | Elmer Hall | " " " | " " |
| 10 | Allen Haines | " " " | " " |
| 11 | Philip Vanderau | " " " | " " |
| 12 | Elmer Cheney | " " " | " " |
| 13 | Wm. Elliott | " " " | " " |
| 14 | Jerry Miller | " " " | " " |
| 15 | Monroe Amerine | " " " | " " |

And upon calling the same in open Court, all of the above named Jurors to-wit: Jasper Converse, C. D. Perfect, L. H. Bechtel, Benjamin Thomas, James D. McCampbell, Joseph Cartmell, W. D. Howey, A. D. Kilber, Elmer Hall, Allen Haines, Philip Vanderau, Elmer Cheney, Wm. Elliott, Jerry Miller, and Monroe Amerine, answered to their names. And the panel being full, the Court appointed C. D. Perfect Foreman of the Grand Jury, and he with his fellow Jurymen took the oaths in the manner and form as prescribed by law; and the said Jury being instructed by the Court in relation to their duties, were conducted to their room by the Sheriff.

The following named persons compose the Grand Jury to-wit:

C. D. Perfect, Foreman - Benjamin Thomas, Joseph Cartmell, Jasper Converse, L. H. Bechtel, James D. McCampbell, W. D. Howey,

70 85

6793

6980

April 6th 1896.

A. D. Wilbur, Allen Haines, Elmer Cheney, Jerry Miller,
Elmer Hall, Philip Vanderau, Wm Elliott, Monroe Amerine.

70855
Walter Richardson }
vs }
Olimer Richardson et al } Order of Partition.

This cause came on to be heard upon the Petition, the Answer of the Guardian Ad Litem for the said the minor defendant 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 plaintiff hath a legal right and estate in said premises described in the petition, and as therein set forth and no sufficient reason appearing whereby partition should not be made as prayed for in said petition, it is ordered by the Court on motion of J. W. Kennedy for said plaintiff that by the oaths of J. Charles Kennedy, Jacob Elliott and George Hall, judicious disinterested free holders of the vicinity upon actual view of the premises one full and equal part thereof shall be set off to each of the following persons, there being no widow.

To the plaintiff said Walter Richardson one equal sixth part of.

Olimer Richardson one full equal sixth part thereof.

To Burt H. Richardson one equal one sixth part thereof

To Cella Anderson one full equal one sixth part thereof

To Albert Richardson one full equal one sixth part thereof

To Lula Richardson one full equal one sixth part thereof, if the same can be done without manifest injury to the value thereof. If not that said premises be appraised at the true value 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.

6798
Carrie A. Harriatt }
vs }
Wm B. Harriatt } Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff herein, and dismisses this action at her own cost without prejudice to a future action.

6980
John L. Handley }
vs }
Richard Turner et al } Court of Common Pleas,
Union County, Ohio.

Leave was this day granted Richard Turner defendant herein, to file his amended answer by April 7th.

April 6th 1896.

Monday April 6th 1896.

7082 Edwin Q. Laudeman et al } Court of Common Pleas,
 vs } Union County, Ohio.
 N. R. Hildreth et al }

This day came the plaintiffs by John H. Bowditch their Attorney, and filed their petition against said defendants, and thereupon J. L. Garrison 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, from 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 plaintiffs, on said indebtedness, the sum of Five Hundred and Seventy Seven & 00/100 Dollars, bearing interest at 8 per cent. 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 Edwin Q. Laudeman and Samuel S. Laudeman, partners as Laudeman Bros. plaintiffs do recover of the said N. R. Hildreth and Mrs. Hildreth defendants the sum of Five Hundred and Seventy Seven & 00/100 Dollars, or confessed, as aforesaid, with interest from April 6th 1896, at 8 per cent. per annum, and also costs in their behalf expended 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 and released.

7061 Henry Potts } Court of Common Pleas
 vs } Union County, Ohio.
 Mary Potts }

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 proffs and evidence adduced by the parties respectively and being fully advised in the premises doth find that said defendant Mary Potts is guilty of gross neglect of duty, and that all and singular the facts alleged in the petition are true.

Whereupon by reason of said aggressions by the defendant Mary Potts the plaintiff Henry Potts is granted a complete and absolute divorce from the defendant and the marriage between them is annulled, and it is further ordered and decreed by the Court that the children named in the petition remain in the custody and care of the defendant Mary Potts until further ordered by the Court and that the plaintiff be required to contribute reasonable assistance for their support until able to support themselves.

Tuesday April 7th 1896

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment.
Present Hon John A. Price
Judge.

7084

7085
A. D. Kimball }
vs }
John S. Bishop }
Philip Bishop }
John Bishop }

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff, by his Attorney; also appeared in open Court for and on behalf of said defendant J. L. Cameron an Attorney at Law of this court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant; and waived the issuing and service of process of this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Fifty two hundred and sixty 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 rights of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Fifty two hundred and sixty dollars, being the amount of said note with interest computed at 8 per cent. per annum, to this date April 7th 1896 from the 22nd day of January A.D. 1896; and also his costs herein expended, taxed at \$

4145
Daniel M. Robinson }
vs }
Pittsburg, Cincinnati, }
Chicago & St. Louis R.R. Co. }

Court of Common Pleas
Union County, Ohio.

By consent this case is continued

6989

6482
H. W. Williams }
vs }
C. H. Reed }

Court of Common Pleas
Union County, Ohio.

This day came the parties and by consent and the leave of the Court with drawn from the files the plaintiffs amended petition and the plaintiff has leave to file his reply to the defendants answer in thirty days, and this cause is continued.

7029
Emeline Ford }
vs }
Dorville Bird et al }

Court of Common Pleas
Union County, Ohio.

Order to strike answers filed March 4 & 27 from files as out of rule sustained and leave granted defendants to refile and same refiled. Leave granted plaintiff to plead to answer filed January 20.

April 7th 1896.

7084

The Farmers Bank
vs
J. Smith Alexander
John H. Wood and
Thaddeus Wood

Court of Common Pleas
Lennox County, Wis.

This day came the plaintiff, by its Attorney; also appeared in open Court, for and on behalf of said defendants J. W. Robinson an Attorney at-law of this Court and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, 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 Two Hundred and Forty Three dollars and Twenty 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 rights of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of Two Hundred and Forty Three dollars and Twenty cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 7th day of April 1896; and also the costs herein expended, taxed at \$

6989

The Connecticut Mutual
Life Insurance Company
vs
Sylvanus Taylor et al

Court of Common Pleas
Lennox County, Wis.

This day came this cause on to be heard upon the motion of Sylvanus Taylor to set aside the sale made under the order of this Court, and it appearing to the Court that the said Sylvanus Taylor has deposited with the Clerk of this Court a sum of money more than sufficient to pay all judgments and costs, it is ordered by the Court that said sale be and the same is set aside and held for naught.

Tuesday April 7th 1896.

7083 The Farmers Bank }
 vs }
 Malen Currie et al }
 Court of Common Pleas
 Union County, Ohio.

This day came the plaintiff by its attorney; also appeared in open Court, for and on behalf of said defendant J. W. Robinson an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, 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 ~~on said note~~ plaintiff, for Two Hundred and Eight dollars and thirty one 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 Two Hundred and Eight dollars and thirty one cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 7th day of April A.D. 1896, and also its costs herein expended, Taxed at \$

7021 J. W. Robinson }
 vs }
 Barnes Sauerman et al }
 Court of Common Pleas
 Union County, Ohio.

This day came the plaintiff and the defendants and it appearing to the Court that the Sheriff and Commissioners in partition were unable to divide said premises in the petition described and had appraised the said lands, and it being found by the Court that neither of the parties desire to take either of said parcels of land at its appraised valuation and that the said parties desire an order of sale of said premises,

Therefore it is considered ordered and adjudged by the Court that said lands be sold according to law and that the Sheriff proceed on the order of the plaintiff and an order of sale to be issued by the Clerk of this Court, to advertise and sell said premises on the premises in payments of One third Cash in hand and one third in one year from day of sale and one third in two years from the day of sale with interest from the day of sale and this cause is continued for further order.

7025

Tuesday April 7th 1896

Daniel Mercer vs Adam Newhouse et al	}	Court of Common Pleas Union County, Ohio.
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On motion to the Court by J. L. Jolliff Attorney for the plaintiff and upon producing the proceedings of the Sheriff and the report 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 petitioner, it is ordered by the Court that said estate be sold at public auction ^{for good cause shown} on the premises by the Sheriff of said County of Union according to ~~the~~ the statute in such case made and provided; 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 deferred payments to be evidenced by the promissory notes of the purchaser, payable to the parties respectively entitled and secured by mortgage on the premises.

7025 Daniel Mercer vs Adam Newhouse et al	}	Court of Common Pleas Union County, Ohio.
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On motion to the Court by J. L. Jolliff Attorney for the plaintiff and upon producing the proceedings of the Sheriff and the report 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 petitioner it was ordered by the Court that said estate be sold at public auction ^{for good cause shown} on the premises by the Sheriff of said County of Union according to the statute in such case made and provided 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 deferred payments to be evidenced by the promissory notes of the purchaser payable to the parties respectively entitled and secured by mortgage on the premises.

Tuesday April 7th 1896.

7006 Lewis F. Erb }
 vs }
 Charles A Erb et al }
 Court of Common Pleas
 Union County, Ohio.

7004

This day this cause came on to be heard on motion of the plaintiff for an order to the Sheriff directing that the cause lots Nos 24-25 and 35 in the petition described divided into several smaller lots for reasons in said petition stated.

Whereupon the Court being fully advised in the premises do sustain said motion and order that the Sheriff cause the said lots to be divided into smaller lots prior to making sale of same, and that a plat of said sub-division be returned with report of sale made by said Sheriff and that same be recorded with proceedings in the above entitled cause.

7029 Emeline Ford }
 vs }
 Dorum Bird et al }
 Court of Common Pleas
 Union County, Ohio.

This cause being submitted to the Court on the Motion of plaintiff to require the answer of Dorum Bird et al to be made more definite and certain. And to strike out the answers of defendants therein named do not verify, and on exception to the failure to answer fully as prayed for in the petition.

Said motions & exceptions were by the Court overruled to which overruling plaintiff excepts.

7029 Emeline Ford }
 vs }
 Dorum Bird et al }
 Court of Common Pleas
 Union County, Ohio.

Now comes the plaintiff and by leave of Court files her Reply herein.

April 7th 1896

7004

Joseph D Brardman
vs
James Lord et al

Court of Common Pleas,
Union County, Ohio.

On motion of plaintiff and upon producing the return of the Sheriff of his proceedings and sale under former order of the Court and the Court being satisfied on examination that the same have in all respects been had according to law; the said proceedings and sale are hereby approved and confirmed.

And said Sheriff is ordered by deed duly executed to convey said premises to the purchaser William W. Merchant.

It is further by the Court ordered that out of the proceeds of said sale the Sheriff pay:

First: To the treasurer of Union County \$52.29 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 \$46.46, to L. Ripper taxed to \$126.62.

Third: To Joseph D. Brardman a Administrator De Bonis Non with the Will annexed of the Estate of Daniel Reed deceased, on certificate in Partition from the Probate Court of the said County of Union, for payment of money advanced for payment of taxes on said premises in the administration of said estate of said Daniel Reed and other incidental expenses attendant upon said administration in the sum of Seven Hundred Sixty Four and 17/100 Dollars (\$764.37).

Fourth: And of the residue of the proceeds of said sale:

To the plaintiff Joseph D. Brardman the one-fourth (1/4) part of the residue of the proceeds, to wit, the sum of \$

To the defendant James Lord one eighth (1/8) of the residue of said proceeds to wit, the sum of \$

To Sarah Cook, Henry Cook, Catherine Cook and Henrietta Swan Collins, each one thirty second part (32nd) of the said residue of said proceeds to wit, the sum of \$ each.

To the unknown heirs of Eliza Robbins Blodgett the one eighth (1/8) part of the residue of the proceeds of said sale to wit, the sum of \$

To Alma Baldus, John W. Reed, Hassie W. Reed and Minerva Baynton, each the one thirty second (32) part of the residue of the proceeds of said sale being the sum of \$ subject to the dower interest of Lucy C. Reed widow of Grove Reed deceased.

To Norman Campbell as assignee of the interest of Lucinda Reed Campbell, the one eighth (1/8) part of the residue of the proceeds of said sale, to wit, the sum of \$

To Alma Graves, only heir of Susan Reed Monson the one eighth (1/8) part of the residue of the proceeds of said sale to wit, the sum of \$

Thereupon Court adjourned till 8^o O'clock tomorrow morning.

Wednesday April 8th 1896

Court convened at 8th O'clock A.M. Pursuant to adjournment
Present Hon. John A. Price
Judge.

7072

Report of Grand Jury.

To the Honorable John A. Price

Judge of the Court of Common Pleas, Union County, Ohio.

The Grand Jury of the Court of Common Pleas of said County, of the April Term, 1896, beg leave to report that they have been in session three days, and herewith return to the Court the Indictments presented by said jury:

We have carefully examined into all such matters as have legitimately come to our notice, having examined over Twenty four witnesses, covering four cases and presented three bills and ignored one case considered by us.

6980

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 the Water Closets are in bad condition being rusted out and should be replaced or repaired at once.

Respectfully submitted,

April 8th 1896.

E. D. Purcell - Foreman.

Lillie B. Yates
vs
Lafayette Whitzel et al

Court of Common Pleas
Union County, Ohio.

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 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 Lillie B. Hoopfe - plaintiff - by deed according to the property so sold, and the 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 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 mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Delaware County.

And the Court coming now to distribute the proceeds of said sale amounting to Twelve hundred and fifty dollars, it is ordered that the Sheriff out of the money in his hands pay first - To the Treasurer of this County, the taxes, penalty and interest against said property to wit: the sum of Forty two & 0/100 dollars - Secondly, the costs of this action taxed at \$38⁰⁰ and Thirdly, to the plaintiff the balance of the said money remaining in his hands to wit: the sum of \$1169²⁴ to be applied as a credit upon his judgment against the said defendant Lafayette Whitzel and Mary Whitzel and execution is awarded upon the judgment heretofore rendered in this cause for the balance due thereon.

April 8th 1896

7072

Flutwood Countryside
vs
L. J. Taylor et al

Court of Common Pleas
Union County, Ohio.

This day on motion of plaintiff to appoint a guardian Ad Litem for the infant defendants Carrie E. Taylor, Arthur A. Taylor and Emery B. Taylor, thereupon the Court appoint J. L. Cameron Esq. their Guardian Ad Litem who accepted said appointment to file pleading for them by the 20th day of April 1896.

6980

Anna Taylor Lows Admt.
vs
Gary James.

Court of Common Pleas.
Union County, Ohio.

Leave granted plaintiff to reply within 3 days.

April 5th 1896.

6935	The State of Ohio vs Samuel Grow	} } } } }	Court of Common Pleas Union County, Ohio.
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This day this cause came on to be heard upon the motion of defendant to dismiss this cause for want of prosecution and the Court being fully advised in the premises doth find for the defendant.

It is therefore ordered and adjudged by the Court that said cause be dismissed and the defendant go hence without day and recover his costs herein expended.

6953

Therefore Court adjourned till 8³⁰ O'clock tomorrow morning.

Thursday April 9th 1896

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment.

Present Hon. John A. Price,
Judge.

6953 } Margaret J. Hammond }
vs } Court of Common Pleas,
Jonathan Hammond } Union County, Ohio.

This cause came on this day to be heard on the petition, the Answer of the defendant, the reply of the plaintiff, and the evidence, and on consideration thereof, the Court find that the plaintiff, at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at 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 abandonment; and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Margaret J. Hammond and Jonathan Hammond be, and the same hereby is, dissolved, and both parties are released from the obligation of the same.

It is further ordered that the petitioner be, and she hereby is, restored to her former name of Margaret J. Chittum.

It is further ordered by the Court that said plaintiff pay the costs of this proceeding taxed at \$ and execution is awarded therefor.

April 9th 1896

7066

Thursupon Come - adjourned till 80 O'clock Monday morning April 18th 1896.

Monday April 13th 1896

Court convened at 10 O'clock A.M. pursuant to adjournment.

Present Hon. John A. Rice

Judge.

7066
Martin Richardson
vs

Oliver Richardson et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same by J. W. Kennedy the Attorney herein, 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 \$90 per acre, or \$360⁰⁰ as its total value, there being no dower therein, and it appearing to the Court that Bert Richardson one of the defendants has elected to take the same at the appraised value, and that the terms of payment are to be, one third in cash, one third in one year and one third in two years, and the Court finding that the costs in this action including a Counsel fee of \$25⁰⁰ to J. W. Kennedy for his services herein amounting to \$ and that there is due the Treasurer of Union County as taxes on said premises the sum of \$ and the Court finds by Certificate from the Probate Court of Union County, Ohio, that it will require at least \$150 to pay the debts of said decedent and costs of Administration.

It is therefore ordered by the Court that upon payment being made to the Sheriff by said Bert Richardson on his proportion of said costs and taxes the sum of \$ and upon his paying in cash and notes secured by mortgage upon said premises according to the terms of payment the proportion of the appraised value due to the other parties as heretofore found by the Court, the said estate be and is hereby adjudged to him.

And the Sheriff is ordered thereupon to make and execute to him accordingly - and thereof

And the Court coming now to the distribution of the estate it is ordered that the Sheriff upon receiving the same as above, pay.

First: To the Treasurer of Union County \$ all being the tax and penalties due on said premises.

Second: To the Clerk of this Court the costs of this action including Counsel fee of \$25⁰⁰.

Thirdly: To the Administrator of Martin Richardson the sum of \$150⁰⁰ to apply on the debts of said Martin Richardson deceased.

Fourthly: To the plaintiff one sixth part thereof.

To Oliver Richardson one sixth part thereof.

To Ella Anderson one sixth part thereof.

To Bert Richardson one sixth part thereof.

To Albert Richardson one sixth part thereof.

To Loda Richardson one sixth part thereof.

Monday April 13th 1896.

7092

The Farmers Bank.
vs
Alf. Scott et alCourt of Common Pleas
Union County, Ohio.

This day came the plaintiff by its 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 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 Two Thousand Four Hundred and Two dollars and Fifty six 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 Two Thousand, Four Hundred and Two dollars and Fifty six cents, being the amount of said note with interest computed at 8 per cent per annum, from the 13th day of April A.D. 1896; and also its costs herein expended, taxed at \$

7096

The Peoples Bank
vs
Alf. Scott and
John H. WoodCourt of Common Pleas,
Union County, Ohio.

This day came the plaintiff by its attorney; also appeared in open Court, for and on behalf of said defendants John H. Brodnick 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 six & 58/100 dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Three Hundred and Seventy six dollars and Fifty Eight cents, being the amount of said note with interest computed at 8 per cent per annum, to this date April 13th 1896, from the 14th day of June A.D. 1895; and also costs herein expended, taxed at \$

7095

Monday April 13th 1896.

The Bank of Mansville

Court of Common Pleas,

7095

vs
J. A. Wood & Hylas Wood

Lennox County, Ga.

This day came the plaintiff by its Attorney; also appeared in open Court, for and on behalf of said defendants D. W. Ayers an Attorney at Law of this Court; and by virtue of the warrant of Attorney annexed to the writ attached to the petition in said cause, shown to have been duly executed by said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said writ against said defendants, and in favor of said plaintiff, for Twelve Hundred and Twelve dollars, being the amount of the principal and interest due on said writ, 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 Twelve Hundred and Twelve dollars being the amount of said writ with interest computed at 8 per cent. per annum, from the first day of March A. D. 1896, to this date April 13th 1896, and also costs herein expended, taxed at \$

Monday April 13th 1896.

7094

The Union Banking Company

vs

Oller & Calhoun
L. C. Calhoun and
G. H. Oller.Court of Common Pleas
Union County, Ohio.

7093

This day came the plaintiff by J. F. Kincaid attorney, and filed its petition against said defendants, and thereupon Geo. W. Frodrick an attorney at law of this Court, by virtue of a warrant of Attorney for that purpose, duly executed by said defendants, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein and acknowledging that said defendants did owe and were indebted unto the plaintiff as 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 indebtedness the sum of Three Hundred Three & 26/100 dollars, bearing interest at 8 per cent. 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 The Union Banking Company plaintiff do recover of the said Oller & Calhoun, L. C. Calhoun & G. H. Oller defendants the sum of Three hundred and three & 26/100 Dollars so confessed, as aforesaid, with interest from April 13th 1896 at 8 per cent. per annum, and also costs in its 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.

Monday April 13th 1896.

7093

The Union Banking Co.

vs

G. H. Oller

Court of Common Pleas

Union County, Ohio.

This day came the plaintiff by J. H. Hinkade its Attorney, and filed its petition against the defendant; and thereupon John W. Fordwick 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, pro se chosen to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as it has in its 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 Two hundred thirty nine & 04/100 dollars, bearing interest at 8 per cent. 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 The Union Banking Company plaintiff do recover of the said G. H. Oller defendant the sum of Two hundred and thirty nine & 04/100 dollars, so confessed, as aforesaid, with interest from April 13th 1896 at 8 per cent. per annum, and also costs in its 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 defendant waived and released.

Thereupon Court adjourned till 8³⁰ O'Clock tomorrow morning.

Tuesday April 14th 1896.

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment.
Present Hon John A. Price
Judge.

7078 Susan Millington } Court of Common Pleas
vs } Union County, Ohio.
Rebecca Poling et al }

Case dismissed, and costs paid by the plaintiff.

Appointment of County Visitors.

In the matter of the Board of County Visitors:

In the Court of Common Pleas.

Pursuant to the Act of March 23, 1892, providing for a Board of County Visitors; the Court hereby appoint as members of said board for Union County, Ohio, the following named persons, whose term of office shall begin on the 6th day of April 1896, and continue for the respective terms hereinafter designated to-wit: Dr. J. P. Shields and Mrs Elon Smith for the term of three years, Mrs Selinda Moray and J. P. Martin for two years, Ed Mrs Georgia Surry and Uriah Cahill, one year from this date to-wit April 6th 1896.

And it is ordered by the Court that the Clerk of this Court transmit to each of said persons and to the Secretary of the Board of State Charities a certificate of said appointment under the seal of said Court as evidence of the same.

John A Price
Presiding Judge of Court of Common Pleas
of said County.

April 14th 1896.

Tuesday April 14th 1896

6491

Evan Piersol
vs
Martha Ellen Piersol

Court of Common Pleas,
Union County, Ohio.

April 15th 1896

This day came said defendant and filed a motion to redocket this case and to modify the decree heretofore rendered therein, which motion was submitted to the Court - and the Court being fully advised in the premises ordered the case to be redocketed, and the motion as to custody of the children was assigned to be heard upon the 22nd day of April, 1896, and order made to serve notice upon said Evan Piersol to appear in Court to answer and make defense to said motion on said 22nd day of April.

Friday April 14th 1896

6796 The Champion Cash Reg. Co. } Court of Common Pleas
 vs } Union County, Ohio.
 E. Kohn }

This day came the parties by their attorneys;
 also came the following named persons as Jurors to wit:
 O. D. Cutler, George Osborne, S. L. Church, Thomas Boddy,
 Harrison Turner, John Moore, Edward Barber, Wm. L. Barbour,
 George Jewell, Wm. Shipley, Conrad Keidman, A. S. Turner.
 who were duly impaneled and sworn according to law, and thereupon
 the case came on for hearing on the pleadings and the evidence, and the
 said jury after hearing the evidence adduced and the Charge of the Court
 the said jury 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:

That the jury, being duly impaneled, and sworn, find the issues in
 this case in favor of the Defendant.

A. S. Turner Foreman

7098 Sarah S. Penny } Court of Common Pleas
 vs } Union County, Ohio.
 John Hayes et. al. }

On motion of the said Sarah S. Penny, by her
 Attorney, and it appearing from affidavit annexed to the petition
 that the names and residence of the heirs and legal representatives of the
 said John Hayes are unknown to the said plaintiff, it is ordered that as to
 them service be made by publication without naming them for six con-
 secutive weeks, in manner prescribed by statute in case of non-resident
 defendants.

Approved
 John A. Trice.
 Judge.

Thereupon Court adjourned till 8³⁰ O'clock tomorrow morning.

Wednesday April 15th 1896.

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment -
Present Hon John A. Rice
Judge.

6978 John Chapman } Court of Common Pleas.
vs } Union County, Ohio.
Hilgus & Wyley }

This day came the parties herein, by their attorneys, also came the following named persons as jurors to wit: A.S. Turner, O. D. Cutler, George Osborn, Edward Barber, Wm J. Barbour, Harrison Turner, John Moore, Conrad Weidman, Thomas Godey, George Jewell, Wm Shipley, S. L. Church, 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 after hearing the evidence adduced in part, the hour of adjournment having arrived, this case was continued until 8³⁰ O'clock tomorrow morning.

Wednesday April 15th 1896.

Wm Nixon }
vs }
H. A. Kadebaugh }

Court of Common Pleas,
Union County, Ohio.

6985

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

O. D. Butler, Harrison Turner, Thomas Gody, George J. Small,
George Osborn, John Kover, Wm Shipley, Edward Barber,
Conrad Reichman, S. L. Church, A. S. Turner, Wm J. Barber

who were duly impaneled and sworn according to law, and the evidence of the plaintiff being heard, the defendant thereupon moved the Court to arrest the testimony from the jury, and for judgment; and the argument of Counsel being heard thereon, the Court on consideration, grant the same.

It is therefore considered by the Court that the evidence of the plaintiff be withdrawn from the jury, and that said jury be, and are hereby discharged from further consideration of this case; and that the defendant go hence without day, and recover from the plaintiff his costs herein expended.

6987 Joseph P. Robbins }
vs }
Charles Robbins et al }

Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be further heard upon the matter of distribution of proceeds of sale of said premises.

Whereupon the Court find that there are unpaid taxes on said premises in the sum of \$7³² and further the Court find that Certificate from Probate Court has been filed in above cause by W. H. Willis as the Administrator of the estate of Mary S. Robbins stating that the sum in addition to the available assets necessary to pay indebtedness and expenses is \$357²³.

It is therefore by the Court ordered that Sheriff pay out of proceeds of sale of said premises.

First: To the Treasurer of said County \$7³² being taxes and penalties due on said premises.

Second: To the Clerk of this Court the costs of this action including Counsel fee Robinson & Woodburn of \$25⁰⁰, the sum of \$82¹¹

Third: To W. H. Willis Administrator of the Estate of Mary S. Robbins the balance of the proceeds of said Sale being the sum of Two Hundred and Eight & 50/100 Dollars - (\$208⁵⁰)

Wednesday April 15th 1896

6985 } John T. Handley }
vs }
Richard Turner et al }

Court of Common Pleas
Linn County, Ohio.

The defendants the Board of County Commissioners move the Court for leave to file plead in above case and filed same forthwith.

W. J. Hoops Atty for
Commissioners.

Court adjourned until 8³⁰ O'clock tomorrow morning.

Thursday April 16th 1895

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment.
 Plaintiff - Hon. John A. Rice

Judge

6978 John Chapman } Court of Common Pleas.
 vs } Union County, Ohio.
 Wilgus & Wiley }

This day again came the parties herein by their Attorneys.
 Also came the following named persons as jurors to wit:

O. D. Butler, George Osborn, Conrad Heidman, Harrison Turner,
 John Moore, S. L. Church, Thomas Godey, Wm Shipley,
 A. S. Turner, George Jewell, Edward Barker, Wm J. Barbour,

who were heretofore impaneled and sworn according to law,
 and after hearing the remaining evidence adduced, and the argu-
 ments of Counsel and charge of the Court, the said jury 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 herein, find
 the issue in this case in favor of the plaintiff, and assess the amount due
 to the plaintiff from the Defendants H. C. Wilgus & John Wiley, at the sum of
 Thirty Five Dollars. \$35⁰⁰.

Dated Apr. 16, 1896.

Samuel L. Church Foreman.

Thursday April 16th 1896.

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Court adjourned until 8:30 O'clock tomorrow morning

Friday April 17th 1896

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment
 Present Hon. John A. Price
 Judge.

The State of Ohio } Court of Common Pleas.

vs
 James Spicer }

This day came the defendant James Spicer and made a motion and application to the Court for the appointment of a Commissioner to take the evidence of Minnie D. McQuinnis and Etta Leeper upon the ground that they are sick and infirm and unable to attend Court.

And the Court being fully advised in the premises find there is good and lawful reason for appointing said Commissioner and therefore sustains said motion and application and appoints J. L. Jelliff said Commissioner to take said evidence on Monday the 20th day of April at the residence of said witnesses in said County between the hours of 8 A.M. and 6 P.M.

Beginning at the residence of said McQuinnis in York Twp and ending at said Leeper in Taylor Twp. -

Special Verdict:

The State of Ohio, Union County, ss:
 To Wm. S. Smaygrass Sheriff of said County, Greeting:
 We command you that you summons the following named persons, to wit:

Gilbert Bell, Samuel Westlake, John Lee, Lawrence Sayer and Virgil Crist, to be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville on the 17th day of April in the year of our Lord One thousand Eight hundred and ninety six, at 9 O'clock A.M. and so from day to day until discharged, then and there to serve as Petit Jury in and for the said County, and have them and there this writ:

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, at Marysville, this 15th day of April 1896.

J. A. Daniel Clerk,
 Court of Common Pleas, Union County, Ohio.

The following named jurors were personally summoned by me, as within required, on the days and in the manner hereinafter specified.

Name	Township	When served	How served
Gilbert Bell	Paris	April 17 th	personally
Samuel Westlake	"	" "	"
John Lee	"	" "	"
Lawrence Sayer	Taylor	" "	"
Virgil Crist	"	" "	"

Sheriff's Fees	
Copies	\$.75
Mileage	\$ 2.00
Lunch	\$.75
Wine	40
Total	3.90

Wm. S. Smaygrass
 Sheriff Union County, Ohio.

Friday April 17th 1896

Special Venue.

The State of Ohio Union County ss:
To Wm. S. Snodgrass, Sheriff of Union County, Kentucky:

We command you that you summon the following named persons to-wit:
George Wilber, Wesley James, James Carter, John Nicely, S. L. Langhry, Charles Shelton, Geo. W. McPeck, J. W. Tilton, Al Haines and Sol Butz to be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville on the 17th day of April A.D. 1896, at one O'clock P.M. and so from day to day until discharged, then and there to serve as petit jurors in and for the said County, and have them and there this writ:

In witness whereof, I have hereunto set my hand, and affixed the seal of said Court, at Marysville, this 17th day of April 1896.

Seal

J. M. Gorman Clerk.

Sheriff's Return.

The following named jurors were severally summoned by me, as within required, on the day and in the manner hereinafter specified.

Name	Township	When served	How served
George Wilber	Paris	April 17 th	Personally
Wesley James	"	"	"
James Carter	"	"	"
John Nicely	"	"	"
S. L. Langhry	"	"	"
Geo. W. McPeck	"	"	"
J. W. Tilton	"	"	"
Al Haines	"	"	"
Sol Butz	"	"	"

Wm. S. Snodgrass Sheriff
of Union County, Ohio.

Friday April 17th 1895

6986 } John Hanley } Court of Common Pleas
 vs } } Union County, Ohio.
 Richard Turner et al }

7044

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

O. D. Butler, George Jewell, Al Haines, V. C. Crist,
 Harrison Turner, Conrad Keidman, Sol. Butz, John Lee
 Thomas Gody, John Morse, Lawrence Sager, Wesley James

who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and the evidence, and the said jury having heard the evidence adduced in part, the hour of adjournment having arrived, this case was continued until 8^o o'clock tomorrow morning.

6980 } Anna Taylor Love } Court of Common Pleas
 vs } } Union County, Ohio.
 Gary James }

On motion and showing of the plaintiff this cause is continued at plaintiffs cost for the term.

Friday April 17th 1896.7044
Mike A. Kipgen & Co.
vs
William WeberCourt of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing on the application of the defendant Charles Braun, Administrator of the estate of Christian William Weber, deceased for an order to sell the real estate described in the pleadings herein at private sale, and the same was submitted to the Court on the evidence adduced by said Administrator, and it appearing to the Court that it would be more to the interest of said Estate to sell said real estate aforesaid at private sale, it is therefore ordered and decreed by the Court that the said Charles Braun, Administrator proceed to sell said premises free from the dower of the said defendant Catherine Weber according to law, at private sale, for not less than the appraised value, and upon the following terms to wit: One-third cash in hand, One-third in one year, and One-third in two years from day of sale, said deferred payments to be secured by mortgage on the premises to be bearing six per cent. interest per annum; and that he report his proceedings hereunder immediately after such sale is made,

Bonded for Charles Braun, Admin.

Court adjourned until 10 o'clock tomorrow morning

Saturday April 18th 1896.

Court Commenced at 8³⁰ O'clock A.M. pursuant to adjournment.
Present Hon. John A. Pierce
Judge.

6985 John T. Hanley } Court of Common Pleas,
vs } Union County, Ohio.
Richard Turner et al }

6985

This day again came the parties by their attorneys:
also came the said jury, heretofore impanelled and sworn herein, and
the trial proceeded, and after hearing the further evidence adduced, the
hour for adjournment having arrived, this case was continued until
10 O'clock Monday morning, April the 20th 1896.

Court adjourned until 10 O'clock Monday morning.

Monday April 20th 1896.

Court convened at 10 O'clock A.M. pursuant to adjournment
Present Hon. John A. Rice
Judge.

6985 John T. Hanley }
vs }
Richard Turner et al } Court of Common Pleas.
Union County, Ohio.

This day again came the parties by their attorneys; also came the said jury heretofore impaneled and sworn herein, and the trial proceeded, and the said jury having heard the further evidence adduced, the hour of adjournment having arrived, this case was continued until 8³⁰ O'clock tomorrow morning.

Court adjourned at 10 O'clock A.M. Monday

Monday April 20th 1896.

704

Eben C. Robinson

vs

George Davis et al

Court of Common Pleas,
Union County, Ohio.

On Motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, 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, Eben C. Robinson, by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the Mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio.

And the Court commencing now to distribute the proceeds of said sale, amounting to Eighty three & 35/100 (\$83.35) Dollars, it is ordered that the Sheriff out of the money in his hands, pay:

First = To the Treasurer of this County the taxes, penalties & interest against said property, to wit, the sum of \$

Secondly = The costs in this action, taxed at \$

Thirdly = To the plaintiff Eben C. Robinson, the amount heretofore found due him, with interest, to wit, the sum of \$46.40.

Fourthly = To the defendant, George Davis, the balance of the money remaining in his hands, to wit, the sum of \$

6985

Court Adjourned until 8:30 O'clock tomorrow morning.

Tuesday April 21st 1896.

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment
Present Hon. John A. Price
Judge.

6985- John T. Hanley } Court of Common Pleas.
vs }
Richard Tumor et al } Union County, Ohio.

This day again came the parties by their attorneys:
also came the said jury heretofore impaneled and sworn herein,
and the trial proceeded, and the said jury having heard the remain-
ing evidence adduced, and the arguments of Counsel in part, the
hour of adjournment having arrived, this case was continued until
8³⁰ O'clock tomorrow morning.

Court - adjourned until 8³⁰ O'clock tomorrow morning.

Wednesday April 22 1896.

Court convened at 8³⁰ O'Clock A.M. Pursuant to adjournment.
Present Hon. John A. Price
Judge.

6994 Charles Northrup } Court of Common Pleas,
vs } Union County, Ohio.
Charles Shuller et al }

This day came the parties, and the plaintiff dismissed this cause without prejudice to another action.

It is therefore considered and adjudged by the Court that defendants go hence without day and recover of the plaintiff their costs herein expended taxed to \$

No Record of this case.

Robinson & Woodburn Atty. for Defs.
Thomas Reed Atty. for Plf.

7006 Lewis F. Erb } Court of Common Pleas
vs } Union County, Ohio.
Charles H. Erb }

On Motion of 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 said proceedings and sale are hereby approved and confirmed.

And said Sheriff is ordered by deed duly executed to convey said premises to the purchasers as follows to wit:

Tract No. one (1) being all of out-lot No. 33 and in-lots Nos. 24 & 25 excepting the portion of lot 24 conveyed to W. C. Fullington as in the petition described, to Lewis F. Erb, William F. Erb, John B. Cranston and Mary C. Cranston; all of tract No. four (4) as in the petition described to wit: the 10¹/₂ acres of land Henry Kaufmann.

It is further by the Court ordered that out of proceeds of said sale the Sheriff pay:

First = To the Treasurer of Union County \$75.65 being the taxes and penalty due on said premises.

Second = To the Clerk of this Court the costs of this action (including counsel fee to L. Ripper, One hundred and one and 48/100 (\$101.48) Dollars for his services herein) taxed to (\$175.48)

Third = And of the residue of proceeds of said sale to the plaintiff Lewis F. Erb one sixth (1/6) part of cash and notes: To the defendant C. E. Griswold as the assignee of the interest of Chas. H. Erb the 1/6 part of cash and notes less the value of the Contingent dower of Viola Erb, wherein, which the Court find to be \$26.00.

To the defendant Mary C. Cranston the 1/6 part of cash and notes.

To the defendant William F. Erb the 1/6 part of cash and notes.

To the defendant Elizabeth Erb the 1/6 part of cash and notes.

And it is further by the Court ordered that out of the distributive share of George Erb and the said Ella Erb or either of them be paid the amount of the judgment of said Walter C. Fullington of \$145.64 and the costs therein taxed to \$ against the said George Erb and Ella Erb with 8 per cent interest from Dec. 12th 1895, according to its priority and as to the answer and Cross-petition of Wm. C. Linnis & Griswold and also the answer and Cross-petition of Lewis F. Erb herein filed this cause is continued.

L. Ripper Atty. for Plf
Brodrick for Viola Erb and Porter & Porter for Fullington & W. C. & L.

Wednesday April 22 1896

The State of Ohio }
 vs }
 Arnold Walk et al }
 Court of Common Pleas, Union County, Ohio
 Indictment: Grand Larceny.

This day the Court ordered that a Subpoena be issued by the Clerk of said Court directed to G. C. James Warden of the Ohio Penitentiary Commanding him to bring Frank O'Haver a convict confined in said Penitentiary before the said Court to testify on behalf of the State on the 23rd day of April 1896, at 8 O'clock A. M.

Thereupon Court adjourned until tomorrow morning at 8 O'clock

Thursday April 23^d 1896

Court convened at 8^o'clock A.M. Pursuant to adjournment.
 Present Hon. John A. Price
 Judge.

6985 } John T. Handley }
 vs } Court of Common Pleas,
 Richard Turner et al } Union County, Ohio.

This day again came the parties by their attorneys herein also came the following named persons as jurors to-wit:
 (1) C. D. Butler, (2) Harrison Turner, (3) Thomas Gody, (4) George Jewell, (5) Conrad Kridman, (6) John Moore, (7) Al. Hains, (8) Sol Butz, (9) Lawrence Sager, (10) W. C. Crist, (11) John Lee, (12) Wesley James. Who were therefore duly impaneled and sworn according to law, and after hearing the remaining arguments of Counsel and the charge of the Court, were conducted to their room in charge of the Sheriff for deliberation.

And now comes the said jury into open Court with their verdict in writing and say:

We, the jury, being duly impaneled, sworn and affirmed, find the issues in this case in favor of the Defendant, Richard Turner, but we find the issues in this case in favor of the plaintiff against Charles W. Smith, Thomas Parick and Cyrus Zimmerman, Board of County Commissioners of Union County Ohio, and we assess his damages against them at \$250⁰⁰.

W. C. Crist Foreman.

6921 } Winger Harriman }
 vs } M. C. Harriman et al }
 J. F. Price. } Court of Common Pleas
 Frank C. Kellogg. } Union County, Ohio.

By agreement of parties this cause is dismissed at the plaintiffs costs. It is adjudged by the Court that the plaintiff pay the costs taxed to \$
 James E. Robinson Atty for Plf.

6798 } S. B. Woodburn }
 vs } Court of Common Pleas
 Alice M. Houston } Union County, Ohio.

This day this cause is continued upon the motion and showing of plaintiff, and at his costs.

It is considered that the defendant recover of the plaintiff the costs of this term of Court taxed at \$

6846 } James Butler }
 vs } Court of Common Pleas,
 S. Taylor, and } Union County, Ohio.
 L. Cahill }

This cause came on for hearing upon the motion of the defendant for continuance, and it being shown by the defendant, that they can not safely go to trial without the testimony of W. C. Short, a material witness in said cause.

It is adjudged that said cause be continued and plaintiff recover of defendant the costs of this term taxed to \$

Thursday April 23rd 1896

438

The State of Ohio }
 vs }
 Herrod Walk et al }
 Court of Common Pleas, Union County, Ohio.
 Indictment for Larceny.

Now comes the Prosecuting Attorney on behalf of the state of Ohio; the defendant Herrod Walk appearing in Court, also the following named persons as jurors to-wit:

(1) O. D. Butler, (2) Harrison Turner, (3) George Jewell, (4) Thomas Cody, (5) Edward Barker, (6) Conrad Weidman, (7) A. S. Turner, (8) Wm. Barburn, (9) John Moore, (10) Allen Haines, (11) Wesley James, (12) Wm. J. Titomoth. and were duly impaneled and sworn according to law, and the said Jury having heard the evidence adduced in part, said cause was continued until 8³⁰ O'clock tomorrow morning.

Special Venire.

The State of Ohio, Union County, ss:
 To Wm. Smidgrass, Sheriff of Union County, Greeting:

We command you that you summons the following named persons to-wit: Allen Haines, Wesley James, George Wm. Peck, W. J. Titomoth and Wesley Garrard, to be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville, on the 23rd day of April in the year of our Lord One thousand Eight hundred and Ninety six, Fourth month, and so from day to day until discharged, then and there to serve as Petit Jurors in and for the said County, in the case of the State of Ohio, vs Herrod Walk et al on an Indictment for Larceny; and have them and theirs wit:

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Marysville, this 23rd day of April 1896,
 J. N. Hornell Clerk.

Marysville Ohio April 23rd 1896.

The following named jurors were severally summoned by me, as within required, on the day, and in the manner hereinafter specified.

Name	Township	When Served	How Served
Wesley Garrard	Paris	April 23 rd	Personally.
Allen Haines	"	" "	"
Wesley James	"	" "	"
George Wm. Peck	"	" "	"
W. J. Titomoth	"	" "	"

Wm. Smidgrass Sheriff.

Thursday April 23rd 1896

A. A. Ford } Court of Common Pleas,
 vs } Union County, Ohio.
 Wm J. Earley }

This day came the defendant and moved the Court to dismiss the case for want of prior action and thereupon plaintiff asks leave to file Petition in 30 days, and thereupon the overruled plaintiff's motion and granted leave to plaintiff to file petition in 30 days, and the case was continued.

And thereupon said defendant submitted his motion to require plaintiff to give security for costs for the reason she is a non-resident of Union County. And the Court being fully advised in the premises sustains said motion and the said plaintiff is ordered by the Court to give security for costs in this case within 30 days.

7102 M. M. Shipley et al } Court of Common Pleas
 vs } Union County, Ohio.
 Alex Cameron et al }

This cause coming on for hearing this 23rd day of April 1896, upon the application of plaintiffs, the Court find that the necessary inventories, accounts and statements required by law have been filed with the petition herein.

It is further ordered that all persons interested in said corporation known as the Richwood Corporation Dairy Association Company be required to show cause, if any they have, to this Court why said Corporation should not be dissolved by duly filing their answers to said petition in this Court on or before the 23rd day of July, 1896.

John A. Price
 Judge of Court of Common Pleas.

Thursday April 23rd 1896.

The State of Ohio } Court of Common Pleas, Union County, Ohio.
 vs }
 Leonard Kallie } Indictment for selling intoxicating liquors
 on Sunday.

Now comes the Prosecuting Attorney on behalf of the state of Ohio, and the defendant being brought into Court in the custody of the Sheriff and arraigned upon said Indictment for plea thereto says he is not guilty, and puts himself upon the County, and the Prosecuting Attorney doth the like, and the Court thereupon assigns said Case for trial April 28, 1896.

Court adjourned until 8³⁰ O'clock tomorrow morning.

Friday April 24th 1896.

Court convened at 8³⁰ O'clock A.M. Pursuant to adjournment.
 Present Hon. John A. Price
 Judge.

938 The State of Ohio }
 vs } Indictment for Larceny
 Harrod Falkner }

This day again came the Prosecuting Attorney on behalf of the State of Ohio: the defendant Harrod Falk appearing in Court; also the said jury heretofore impaneled and sworn herein, and the trial proceeded, and the said jury having heard the remaining evidence adduced, said cause was continued until 10 O'clock next Thursday morning, April 30, 1896, to which time Court adjourned.

Court adjourned until 10 O'clock Thursday morning, Apr. 30.

Thursday April 30th 1896

Court convened at 10 O'clock A.M. Pursuant to adjournment.

Present Hon. John A. Rice
Judge.

6956 S. H. Bartram }
vs }
Lemuel Roberson }

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff and dismisses this case, without prejudice, and without record, and on motion has leave to withdraw the petition and same is withdrawn, at plaintiffs costs.

Thursday April 30th 1896.

Martin Miller

Court of Common Pleas,
Union County, Ohio.

7031

vs

Jefferson L. Devore et al

7106

This day this cause came on to be heard upon the Motion of the plaintiff to confirm the sale made by the Sheriff of Union County, and upon producing the said Order of Sale heretofore issued by the Clerk of this Court; and the report and proceedings of the said Sheriff under said Order and the sale by him made to Martin Miller. and the Court being fully advised in the premises doth find the report and proceedings of the said Sheriff under said Order, and the said sale by him made to be in all respects in conformity to law, the Court doth approve the same, and doth order that the same be, and the same is hereby approved and confirmed, and that the Clerk of this Court make an Entry thereof on the minutes and Records of this Court and doth further order and decree that the said Sheriff, execute and deliver to the said Martin Miller said premises a deed in fee simple for the premises so by him sold as aforesaid.

And the Court coming now to distribute the proceeds of said sale it is ordered and decreed that the same be paid out and distributed as follows to-wit:

- 1st: To the payment of the costs and expenses of this action taxed at \$48.75.
- 2nd: To the payment of the sum of \$79.74, to the Treasurer of Union County being the amount of taxes and penalty, on said property as charged on the duplicate of said County, and a lien on said premises.

That the residue of the proceeds of said sale thus be paid and applied on the decree of the plaintiff in this case the sum of \$350.66.

And it is further ordered and decreed that a writ of possession issue from the Clerk of this Court to put the plaintiff into the possession of said premises.

And it is further ordered and decreed that the residue of the proceeds of said sale to-wit, \$70.85, be paid and inclosed on the third note set forth in said petition for \$200.00 due January 1st 1897.

That the Clerk of this Court certify to the Recorder of this County the satisfaction of the mortgage of the plaintiff, recorded in Volume of Mortgages of this County No. 32 Page 492 & 493, also the mortgage given by said J. L. Devore and wife to Charles Reister, recorded in Volume 34 pages of Mortgages, also the mortgage given by said J. L. Devore and wife to Charles Reister, recorded in Volume 35 page 147, also the mortgage given by said J. L. Devore and wife to Samuel Kramer recorded in Volume 38 page 300, in pursuance of the statute in such case made & provided.

Thursday April 30th 1896.

Kittie B. Williamson

Court of Common Pleas

7106

A. V. Sharp

Union County, Ohio.

This day came the plaintiff by Hamilton Bros her Attorneys, and filed her petition against the defendant, 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 defendant now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as she has in her 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 Two Hundred Dollars, bearing interest at 8 per cent. per annum from April 22, 1896, 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 Kittie B. Williamson plaintiff do recover of the said A. V. Sharp Defendant; the sum of Two Hundred Dollars so confessed, as aforesaid, with interest from 22nd day of April 1896, at 8 per cent. per annum, and also costs in her behalf expended taxed to \$5.00, 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.

Thursday April 30th 1896.

7107

Kittie C. Williamson } Court of Common Pleas,
 vs } Union County, Ohio.
 A. H. Sharp }

This day came the plaintiff by Hamilton Bros her Attorney, and filed her petition against said defendant, and thereupon C. T. Hoops an Attorney-at-Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant - now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as she has in her 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 Two Hundred Dollars, bearing interest at 8 per cent. per annum, from April 22, 1896, 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 Kittie C. Williamson plaintiff do recover of the said A. H. Sharp, defendant the sum of Two Hundred Dollars or confessed, as aforesaid, with interest from April 22, 1896, at 8 per cent. per annum, and also costs in her behalf expended taxed to \$5⁰⁰, 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 and released.

938

The State of Ohio } Court of Common Pleas,
 vs } Union County, Ohio.
 Harrod Walk et al }

This day again came the Prosecuting Attorney on behalf of the State of Ohio; the defendant Harrod Walk appearing in Court, also came the said Jury heretofore impaneled and sworn herein, and the trial proceeded, and the said Jury having heard the arguments of Counsel in part, the hour of adjournment having arrived, this case is continued until 8³⁰ O'clock tomorrow morning.

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning

694

7065

Friday May 1st 1896.

Court convened at 8³⁰ O'clock A. M. Pursuant to adjournment.
Present Hon John A. Price
Judge.

6944 James Gardner } Court of Common Pleas.
vs } Knox County, Ohio.
John Myers }

The plaintiff asks that the case be continued, with leave to file Amended petition. On consideration the Court granted a continuance and leave of 30 days to file Amended petition.

7065 Ada Leonard } Court of Common Pleas
vs } Knox County, Ohio.
Elizabeth Lane }

Now comes the plaintiff upon his Motion and moves the Court, to file Amended petition in the above entitled case. Upon hearing of said Motion leave is granted by the Court to file said Amended petition Instantly, and the same is hereby filed.

Friday May 1st 1896.

7077 Emma Reed }
 vs
 Wallace Reed } Court of Common Pleas
 Union County, Ohio.

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 the proofs and evidence adduced by the plaintiff and being fully advised in the premises doth find that the said defendant Wallace Reed is guilty of Gross neglect of duty and that all and singular the facts alleged in the petition are true.

Whereupon by reason of said aggressions on the part of said Wallace Reed, the said Emma Reed is hereby granted an absolute divorce from her said husband, and the said marriage thus annulled and she is hereby provided the custody and care of their infant child Iolo Reed and that she recover her costs herein taxed to \$7⁵⁰.

6779 The Phelps & Biglow }
 Kind Mill Company. }
 vs
 Edward Houghton } Court of Common Pleas,
 Union County, Ohio.

This day on motion of plaintiff, leave is granted it, to file supplemental petition, setting up new matter &c. occurring since the commencement of this action, and to make Jeannette Houghton party defendant hereto.

7079 The Citizens Home & Savings Co. }
 vs
 George Greenbaum et al } Court of Common Pleas
 Union County, Ohio.

This day this cause came on for hearing on the petition, and the defendants all being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, the said defendant James H. Hall having released his said claim, he is hereby dismissed from this case.

The Court further find that there is due from said defendant George Greenbaum to said plaintiff the sum of Three Thousand Nine Hundred and Thirty Two & 1/100 Dollars on April 6th 1896, with the further sum of Seven & 5/100 Dollars ^{each year} from and after said April 6th 1896.

It is therefore considered and adjudged by the Court that said plaintiff recover of said defendant George Greenbaum said sum of Three Thousand Nine Hundred and Thirty Two & 1/100 Dollars, with said additional sum of Seven & 5/100 Dollars for each and every year from and after April 6th 1896, and execution is awarded therefor.

The Court further find that in order to secure the payment of said contracts in writing set up in plaintiffs said petition, the defendant George Greenbaum and Katie Greenbaum, his wife, executed & delivered to said plaintiff their mortgage deed on the premises described in plaintiffs petition, and that said defendants Harry C. Carr and Carrie M. Carr, his wife executed their mortgage deed as in said petition set forth and on the premises therein described.

Said Greenbaum Mortgages are recorded in Volume 88 page 169 and Volume

Friday May 1st 1896.

37 page 8, and said Carr Mortgage in Volume 33 page 237 of the mortgage records of said Union County, Ohio, and are good and valid liens on the premises described in the petition, and that the conditions in all of said mortgages have been broken.

It is therefore considered, ordered and decreed by the Court that unless the defendant George Trumbull 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 or fund due as aforesaid, with said weekly payments from and after April 6th 1896, as aforesaid, the defendant's equity of redemption be foreclosed, and said premises be sold in separate tracts - said second tract in said petition described to be first offered for sale; 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.

Friday May 1st 1896.

6968
M. W. Trichup
vs
Elizabeth Kire

Court of Common Pleas,
Union County, Ohio.

This day this cause was continued with leave to plaintiff to file a petition herein within 30 days from the rising of the Court.
Brodrick for Plf.
Ayers & Ayers for Def.

7097
N. D. & J. C. DeFord
vs
Elizabeth Kire

Court of Common Pleas
Union County, Ohio.

This day this cause was continued with leave to plaintiff to file a petition herein within 30 days from the rising of the Court.
Brodrick for Plf.
Ayers & Ayers for Def.

The State of Ohio,
County of Union.

To the Judge of the Court of Common Pleas,
in and for said County.

We the undersigned do hereby petition you the Judge of the said Court and allege as follows;

That a Law Library Association has been duly organized in and for said County under the name of The Union County Law Library Association.

That said Law Library Association has established a law library in the Court House of said County, and furnishes to the County officers and the Judges of the several Courts of said County the use of its Law Books free of charge.

That the undersigned are the duly elected and qualified trustees of said Association, and vested with the management of its affairs.

Wherefore the said trustees hereby request you to appoint a suitable person as bailiff to act as librarian of said Association and to fix his compensation in accordance with Section 2679, of the Revised Statutes of Ohio 1890, and we do further recommend W. N. Ayers Esq. as such suitable.

Dated May 1st 1896.
E. E. Porter
J. T. Arthur
R. L. Woodburn

The foregoing request having been duly presented to the Judge of the Court of Common Pleas of said County on the First day of May 1896, it being a day in the April 1896 term of said Court of Common Pleas, and it satisfactorily appearing that said Law Library Association had been duly organized and that said Association had provided a Law Library in a room in the Court House of said County, and that said Association does now furnish to the County Officers and the Judges of the several Courts of said County the use of its Law Books free of charge.

Now therefore I do appoint W. N. Ayers Esq. a Special Bailiff to act as librarian of said Association until the further order of the said

Friday May 1st 1896.

Judge, and do hereby fix his compensation at the sum of Five Hundred Dollars per Annum, to be paid out of the County Treasury of said County as follows: Eighty three and 3/10 Dollars (\$83.30) July 1st 1896, and One Hundred and twenty five Dollars (\$125.00) each quarter year thereafter.

John A. Price
Judge of Court of Common Pleas.

The State of Ohio } Court of Common Pleas of Union County, Ohio-
Harrod Walk et al } Indictment for Larceny.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant Harrod Walk appearing in Court, also the following named persons as jurors to-wit:
(1) O. D. Cutler, (4) George Jewell, (7) Conrad Kleidman, (10) Allen Harris,
(2) Harrison Turner, (5) John Moore, (8) A. S. Turner, (11) Wesley James,
(3) Thomas Coyle, (6) Edward Barker (9) Wm J. Barlow, (12) Wm T. Titmorth.

Who were heretofore duly impanelled and sworn according to law, and the trial proceeded, and the said jury after hearing the remaining argument of Counsel, and the Charge of the Court, were conducted to their room in charge of the Sheriff for deliberation; and now comes the said jury into open Court with their Verdict in writing and say:

We, the Jury in this case, being duly impanelled, sworn and affirmed to well and truly try and true deliverance make between the State of Ohio, and the Prisoner at the Bar Harrod Walk do find that the prisoner at the Bar Harrod Walk is not guilty in manner and form as he stands charged in the indictment.

W. M. Titmorth Foreman.

Friday May 1st 1896.

Hleetwood Sawtrighy

Court of Common Pleas,
Union County, Ohio.

7073

vs

L. J. Taylor et al

This day this cause came on for hearing on the Answer and Cross-petition of A. S. Murgridge herein filed, and the Plaintiff and Co-defendants herein all being in default for pleading to said Answer and Cross-petition, the Allegations of said Answer and Cross-petition are confessed by them to be true.

The Court find that there is due from said defendants Francis M. Taylor and Alice A. Taylor to said defendant A. S. Murgridge the sum of Two Thousand Four Hundred and Ninety One and 10/100 Dollars with 8 per cent interest thereon from the first day of this term, to wit: April 6, 1896.

The Court further find that to secure the payment of said Note, the said defendants Francis M. Taylor and Alice A. Taylor executed and delivered to said defendant, A. S. Murgridge, their certain Mortgage, as in the Cross-petition described, and on the premises therein described, being a part of the same premises as described in the petition; that said Mortgage was duly recorded in Volume 26 page 390 of the Mortgage Records of said Union County, Ohio; and is the first and best lien on said premises, and that the Condition in said Mortgage has been broken.

It is therefore considered, ordered and decreed by the Court that, unless said defendants Francis M. Taylor and Alice A. Taylor shall, within three days from the Entry of this decree, pay, or cause to be paid to the Clerk of this Court the costs in this case, and to the said defendant A. S. Murgridge the sum so found due as aforesaid, with 8 per cent interest from April 6, 1896, the said defendants Francis M. Taylor and Alice A. Taylor's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

Bordwick for Murgridge.

Friday May 1st 1896.

Mary A. Gibson }
vs }
The T. & C. Ry. Co. }

Court of Common Pleas
Union County, Ohio.

This day came the parties by their Attorneys, also came the following named persons as Jurors as Jurors to wit:

(1) O. D. Cutler, (4) George Jewell, (7) William Shipley, (10) S. L. Church,
(2) Harrison Turner, (5) George Osborn, (8) Edward Barker, (11) A. S. Turner,
(3) Thomas Cody, (6) John Moore, (9) Conrad Heidman, (12) W. J. Barbour.

Who were duly impaneled and sworn according to law, and after hearing the evidence adduced in part, the hour of adjournment having arrived, this case was continued until 8³⁰ O'clock tomorrow morning.

Friday May 1st 1896,

7066

E. C. Laur }
vs }
Catharine Laur }Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff, by W. W. Merchant his Attorney, and the defendant having been duly served with Summons and a copy of the petition herein, the Court find that the allegations thereof are confessed by her to be true.

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

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and by reason thereof 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 E. C. Laur and Catharine Laur be, and the same is hereby dissolved, and both parties are released from the obligation of the same.

It is further ordered that the custody, care, education and control of the said child, to-wit: (Effie Laur) of the said parties hereto be, and is hereby confided to the said Catharine Laur.

It is further considered by the Court that the said plaintiff pay the costs of this prosecution.

Court adjourned until 8³⁰ O'clock next ~~morning~~ tomorrow morning.

Saturday May 2nd 1896.

Court Convened at 8³⁰ O'clock A.M. pursuant to adjournment -
Present Hon John S. Price
Judge.

7110 The Peoples Bank } Court of Common Pleas,
vs } Knox County, Ohio.
A.S. Turner }

This day came the plaintiff, by its attorney; also appeared in open Court; for and on behalf of said defendant, J. W. Robinson an Attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant; entered the appearance of said defendant; and waived the issuing and service of process in this action and confessed a judgment on said note against said defendant; and in favor of said plaintiff, for One Hundred and Fifty Four Dollars and Seventeen cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred and Fifty Four Dollars and Seventeen cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 2nd day of May A.D. 1896; and also its costs herein expended, taxed at \$

Saturday May 2nd 1896.

Mary A. Gibson
vs
T. & O. C. Ry. Co.

Court of Common Pleas
Union County, Ohio.

This day again came the parties by their Attorneys:
Also came the following named persons as jurors to-wit:

- (1) O. D. Cutler, (4) George Jewell, (7) W^m Shipley, (10) S. L. Church,
(2) Harrison Turner, (5) George Osborne, (8) Edward Barker, (11) A. S. Turner,
(3) Thomas Cody, (6) John Moore, (9) Conrad Heidman, (12) W^m J. Barbour.

Who were heretofore impaneled and sworn according to law, and after hearing the remaining evidence adduced, the arguments of Counsel, and the charge of the Court, were conducted to their room in charge of the Sheriff for deliberation.

And now comes the said jury into open Court with their verdict in writing and say:

We, the jury, being duly impaneled, sworn and affirmed, find the issue in this case in favor of the Plaintiff, and assess the amount due to the plaintiff from the defendant - The Toledo and Ohio Central Railroad Company at the sum of One Hundred Dollars (\$100.00.)

Dated May 2nd 1896.

Samuel S. Church Foreman.

Saturday May 2nd 1896.

6796

The Champion Cash
Register Company }
vs
E. Kohn }

Court of Common Pleas
Knox County, Ohio.

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 taxed to &

without record.

Robinson & Woodburn

Attys for Deft.

Court adjourned until 8³⁰ O'clock next Monday morning.

Monday May 4th 1896.

Court convened at 8^o O'clock A. M. Pursuant to adjournment
Present Hon. John A. Price
Judge.

The State of Ohio } The Court of Common Pleas
Union County, } Union County, Ohio.

In accordance with the requirements of Section 2, of the act passed April 23rd 1894, to provide for the appointment of Commissioners of Jurors, in the several Counties of the State of Ohio.

Now therefore I, the undersigned, the Judge of the Court of Common Pleas, of the Third Sub. Division, of the Tenth Judicial District, of Ohio, in and for the Counties of Logan and Union, do, under and by virtue of the aforesaid act, appoint the following named persons as Jury Commissioners, for the County of Union, State of Ohio, as follows to wit:

William Howard, S. N. McCloud, J. J. Watts and Dr. T. P. Shields, who shall be Commissioners of Jurors in said Union County, for One year, to begin on the fourth Monday of May A. D. 1896, and serve until their successors are duly appointed and qualified.

Done at the Court House in the Village of Marysville this 4th day of May A. D. 1896,

John A. Price

Judge of the Court of Common Pleas of the Third Sub. Division, Tenth Judicial District of Ohio.

Order of Court.

It is ordered by the Court, that the Jury Commissioners heretofore appointed by the Court, shall meet on the fourth Monday of May, 1896, at 10 O'clock in the forenoon, in the Auditors office of Union County Ohio, and shall then and there proceed to select One hundred and twenty five (125) judicious and discreet persons, having the qualifications of electors of said County of Union, to serve as Jurors, the same to be selected as nearly as may be from the several wards and townships in proportion to their respective population.

Done this 4th day of May, 1896.

John A. Price

Judge of Court of Common Pleas.

Mable C. Hutchinson } Court of Common Pleas
vs } Union County, Ohio.
Solmus A. Hutchinson }

7069

Now comes the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

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

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

It is therefore ordered and adjudged by the Court that the marriage

7017

6918

6978

Monday May 4th 1896.

contract heretofore existing between the said Mable E. Hutchinson and Holmes A. Hutchinson be, and the same hereby is, dissolved, and both parties are released from the obligation of the same.

It is therefore ordered and adjudged by the Court, that the custody, care, education and control of said children of the parties hereto be, until further order confined to the said Mable E. Hutchinson exclusively. and the said Holmes A. Hutchinson is hereby enjoined from interfering in any manner with either of said children, and from visiting said children until further order of Court.

It is further ordered and adjudged the defendant pay to the plaintiff as her reasonable alimony the sum of Two hundred Dollars, (\$200⁰⁰), and the same is hereby made a lien upon all the real estate of the said defendant, and in default of such payment for three days, execution is allowed to issue thereon.

It is further considered by the Court that the said Mable E. Hutchinson pay the costs of this proceeding.

Ayers & Ayers Atty for Plf.

7017 George J. Burnes } Court of Common Pleas
vs } Union County, Ohio.
P. C. C. & St. L Ry. Co. }

This day this cause came on to be heard on the demurrer to the second ground of defense in the answer of defendants; The Court on consideration sustains the same, to which the defendant accepts.

Ayers & Ayers.

6918 The Village of Marysville } Court of Common Pleas
vs } Union County, Ohio.
The C. C. C. & St. L Ry. Co. }

This day this cause came on to be heard upon the demurrer of the defendant to the amended petition of the plaintiff, and was argued by counsel; On consideration whereof the Court find that the ordinance of plaintiff is insufficient in law to entitle the plaintiff to recover in said action, and sustains said demurrer; and the plaintiff not desiring to further amend his petition, the same is dismissed at the cost of the plaintiff.

It is therefore considered that the defendant recover its costs in this behalf expended taxed at \$ to all of which ruling judgment and decision of the Court the plaintiff excepts.

Cameron
Porter & Porter

6978 John Chapman } Court of Common Pleas
vs } Union County, Ohio.

H. C. Kilgus & John Wiley } The jury in this action on a former day of this term rendered a verdict for the plaintiff and assessed his damages at \$35⁰⁰; and the motion for a new trial having been withdrawn by the plaintiff; It is considered by the Court that the plaintiff recover from the said defendants said sum of \$35⁰⁰; and it is further considered that the plaintiff pay the costs by him made in said action, and that the defendants pay the costs by them made in the same; and in default of such payment that execution issue therefor.

Approved John A. Price Judge.

Monday May 4th 1896.

The State of Ohio }
vs }
Charles Liguance et al }

Indictment for Burglary.

The defendant Charles Liguance having been acquitted after three trials to a jury and two hearings in the Circuit Court, this cause came up for hearing on the application to allow J. W. Robinson who was appointed by the Court to assist the Prosecuting Attorney to prosecute the Indictment against said defendant.

Whereupon the Court having duly considered the time given to said cause in its several trials and the expense of J. W. Robinson in the discharge of his said duties do allow as his reasonable compensation for services and expenses in the several trials of said Charles Liguance to be paid by the Commissioners of Union County the sum of Seven Hundred Dollars; and the Clerk is ordered to Certify this Entry to the Board of County Commissioners.

Approved.

John A. Price.
Judge.

William Garyl, D. Brommings,
Samuel Brighten, A. J. Burns, et al
John Enix, Trustees, of the
Darby Church, of the West-
Manchester Circuit, of the Anyday
Annual Conference of the United
Brethren Church in Christ.

Court of Common Pleas,
Union County, Ohio.

6148

vs
Samuel Waddle, P. Holyeross,
Robert Wilson, Eddie Spain,
and Ellis Spain.

This day this cause came on to be heard upon the petition, and answer thereto, and the Court having heard the evidence adduced by the parties respectively, and the arguments of their Counsel, and being fully advised in the premises doth find the issues joined in favor of the plaintiffs and against the said defendants.

Therefore, it is hereby ordered and adjudged by the Court, that the defendants are hereby forever enjoined from interfering with the plaintiffs or their successors in office, in the management and control of the said Church, or Church property, or their possessions thereof, for the purposes and uses as such Trustees.

And it is further ordered, adjudged and decreed by the Court, that the said plaintiffs in their said title to said possessions of said premises be, and they are hereby forever quieted as against the said claims of said defendants of said estate and interest in said real property described in the petition herein adverse to them.

It is further considered that each party to this action pay his own costs, and execution is awarded therefor.

Ordered for Defendants.

6149

7029

6975

Monday May 4th 1896.

George K. Harris, David J. Harris,
Amos Davis, Cyrus L. Carl Ed
O. B. Storms, Trustees of the Mt. Pleasant Church
of the Aeylage Conference of the Church
of the United Brethren in Christ.

Court of Common Pleas,
Union County, Ohio.

6149

vs

H. G. Davis, Ruben Moore,
Lafe Middleton, Christopher Smith, Ed
Thomas Davis.

This day this cause came on to be heard upon the petition and answer thereto, and the Court having heard the evidence adduced by the parties respectively, and the arguments of their Counsel, and being fully advised in the premises, doth find the issues joined in favor of the plaintiffs and against the said defendants.

Therefore it is hereby ordered and adjudged by the Court, that the defendants be, and they are hereby forever enjoined from interfering with the plaintiffs, or their successors in office, in the management and control of the said Church, or the said Church property, or their possession thereof for the purposes and uses, as such Trustees,

And it is further ordered, adjudged and decreed by the Court, that the said plaintiffs in their said title, as Trustees, to and possession of said premises be and they are forever quieted, as against the said claims of said defendants, of said estate and interest in said real property, described in the petition herein adverse to them.

It is further considered that each party to this proceeding pay his own costs, by him made herein, and execution is awarded accordingly -

Ordered for Defendant.

Emeline Ford

Court of Common Pleas

7029

vs

Union County, Ohio.

Donna Birdwell

On motion of J. W. Robinson and Orland S Bird are made defendants in this cause.

Mary A. Gibson

Court of Common Pleas

6975

vs

Union County, Ohio.

The Toledo & Ohio Central
Railroad Company

This day came the plaintiff by her Attorney and withdraws her motion for a new trial.

Thos. Reed Atty for Plff.

Monday May 4th 1896.

7081 The Farmers Bank } Court of Common Pleas
 vs } Union County, Ohio.
 Bessie Buffington et al }

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court finds that the defendants B. V. Buffington and Bessie Buffington have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendants B. V. Buffington and Bessie Buffington on the promissory note set forth in the petition, with interest to this date, (May 4th 1896), the sum of Fourteen Hundred and Fourteen and 4/100 Dollars. (\$1414.40).

The Court further finds that in order to secure the payment of said note, the defendants B. V. Buffington and Bessie Buffington executed and delivered to said J. L. Cameron, Ed. D. W. Ayers their certain mortgage, as in the petition described and upon the premises therein stated, and that said mortgage was left for record, and recorded as stated in the petition, and is a good and valid lien on the premises described in the petition, and that said mortgage was by said J. L. Cameron and D. W. Ayers duly assigned to the plaintiff as stated in the petition, and the plaintiff is entitled to have said mortgage foreclosed by reason of the conditions in the same having been broken.

It is therefore considered by the Court that the plaintiff recover from the defendants B. V. Buffington and Bessie Buffington the said sum of Fourteen Hundred and Fourteen and 4/100 Dollars and its costs herein expended.

And it is further adjudged and decreed that unless the defendants B. V. Buffington and Bessie Buffington 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 May, 1896, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor 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.

7029 Emeline Ford } Court of Common Pleas,
 vs } Union County, Ohio.
 Dorcas Bird et al }

This cause coming on for hearing on the demurrer of plaintiff to the new matter of defense in the Answer of W. C. Ford's now submitted to the Court on consideration whereof the Court do overrule said demurrer, to which overruling the plaintiff excepts.

7039 Lincoln Lybarger } Centry.

Rebecca Hicks et al } This day the motion of defendants Elizabeth E. Benson and Nolan Benson her husband to require plaintiff to separately state and number his different causes of action, and ^{argued} ~~was~~ ~~by~~ ~~counsel~~, and the Court having advised in the premises, sustains said motion. Therefore plaintiff asked and obtained leave to amend his petition in 80 days, and cause continued.

Monday May 4th 1896.

Certificate For Pay.
Sheriff's Office, Union County, Ohio.

Waysville, Ohio, May 4th 1896.

To Hon. John A. Price, Judge.

The Court charges for the April Term, A. D. 1896, Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio.

To Wm. J. Snodgrass, Sheriff, Do.

To Serving Grand Jury Venue,	\$4.00
To Serving Petit Jury Venue	\$4.00
To Special Jury Venue	\$7.00
To Serving Grand Jury Witnesses	\$2.70
To Making 27 Copies, Grand Jury Witnesses,	\$2.70
To 200 Miles Travel, Grand Jury Witnesses,	\$16.00
To Joseph Lawrence 20 days	\$40.00
To Jesse Price " "	\$40.00
To Joseph Lawrence one day March 9 th	\$2.00
To Jesse Price " " "	\$2.00
Total	\$120.40

I hereby certify the above bill to be correct;

Wm. J. Snodgrass,
Sheriff of Union County, Ohio.

To the Clerk of Courts, 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.

7067
K. C. Baldwin }
 } Court of Common Pleas
 } Union County, Ohio.
John D. Henson }

This day this cause came on for hearing upon the petition in Error and the transcript of the proceedings and judgment of N. M. Hubbard, a Justice of the Peace for this said County.

On consideration of the Court find that there is error in said proceedings and judgment, and the said judgment is therefore reversed 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, as in case of appeal.

Proved for Plaintiff:
J. L. Cameron for Defendant.

Monday May 4th 1896.

7068 } Eliza Thompson } Court of Common Pleas,
 vs } Jackson Thompson } Union County, Ohio.

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default, and the Court being fully advised in the premises both filed for the plaintiff, that the allegations in said are true as to neglect of duty and cruelty; and as to the property of the defendant; it is therefore ordered, adjudged and decreed by the Court that the plaintiff have a complete divorce from the defendant - Each party being released from the obligations thereof, and that she recover of the defendant three hundred dollars as Alimony, and her costs herein taxed at - \$

6985 } John T. Handley } Court of Common Pleas
 vs } Richard Lumsden et al } Union County, Ohio.

The jury in this action having at a former day of this Court upon an inquiry of damages for the plaintiff assessed the same against the defendants Charles Smith Thos. Parish and Cyrus Zimmerman in their official capacity as the Board of Commissioners of Union County Ohio, - at - \$250⁰⁰.

This cause now coming on for hearing on the motion of the said defendants as the Board of Commissioners of Union County, Ohio, for a new trial, the Court on consideration overrule the same.

It is therefore considered by the Court that the plaintiff John T. Handley, recover from the defendants Chas. W. Smith, Thos. Parish and Cyrus Zimmerman, in their official capacity as the Board of Commissioners of Union County, Ohio, the sum of \$250⁰⁰ or found due, together with his costs herein expended. In all of the above finding and ruling of the said Court the Board of County Commissioners at the time excepts.

6781 } C. C. Deasans Sons } Court of Common Pleas.
 vs } William Woodworth et al } Union County, Ohio.

This day this cause came on for trial, and both parties waived a trial by jury and agreed and consented that this cause be tried by the Court, and the Court after hearing the evidence, and the arguments of Counsel upon the issues made, do find for the plaintiff, and that they are entitled to judgment against said William Woodworth for the sum of \$102⁶⁰, with interest from June 21st, 1894, as plaintiffs have claimed in their petition.

It is therefore considered that the plaintiff recover against the defendant William Woodworth said sum of \$102.60 with said interest amounting on April 6th 1896, to One hundred and thirteen & 62/100 dollars (\$113.62) and also their costs in this behalf expended taxed at - \$

This judgment will draw interest from the first day of this term of Court to wit, from April 6th 1896.

Motion for a new trial filed and overruled by the Court which ruling and decision the defendant excepts.

Court adjourned until 10 O'clock A. M. Monday morning June 8th 1896.
 L. Piper for defendant

6975

6975

Aaron B. Robinson }
 vs }
 Ellen V. Hutchinson et al }
 Court of Common Pleas
 Union County, Ohio.

This day this cause came on to be heard at Chambers on the motion of plaintiff for the appointment of a Receiver to take charge of the real estate described in the petition, and to rent and pay taxes upon the same; and thereupon it is ordered that James W. Robinson be, and he is hereby appointed Receiver of the said Real estate described in the petition, and is directed to take charge of said real estate, and to rent and pay taxes on the same.

And it is ordered before entering upon his duties as such receiver execute to the plaintiff herein an undertaking, conditioned according to law, in the sum of \$500.00.

Done at Chambers this 28th day of May A.D. 1896.

John A. Price
 Judge of Court of Common Pleas.

6975
 Mary A. Gibson }
 vs }
 The Toledo & Ohio Central }
 Rail Road Company }
 Court of Common Pleas,
 Union County, Ohio.

This day this case came on for hearing, evidence submitted by plaintiff, defendant and argument by counsel and instructions by Court to jury, the jury retired in charge of the Sheriff to their room, after due deliberation the jury returned their verdict in open Court as follows: Be the jury being duly impanelled, sworn and affirmed, find the issue in this case in favor of plaintiff, and assess the amount due to the plaintiff from the defendant The Toledo & Ohio Central Railroad Company at the sum of One Hundred Dollars (\$100.00) Dated May 2, 1896.

Whereupon the Court do adjudge that the plaintiff do recover of the defendant the sum of \$100.00 One hundred dollars, with costs.

Thomas Reed Atty for Plff.

6975
 Mary A. Gibson }
 vs }
 The T. & O. C. R. R. Co. }
 Court of Common Pleas
 Union County, Ohio.

The jury in this case hearing at a former day of this Court, upon an inquiring of damages for the plaintiff, assessed the same against the defendant The Toledo & Ohio Central Ry. Co. at \$100.00.

It is therefore considered by the Court that the plaintiff recover from the defendant the sum of One hundred dollars, so found due and together with his costs herein expended to wit \$

Monday June 8th 1896.

Court convened at 10 O'clock A.M. pursuant to adjournment.

Present ^{Mr} John A. Rice Judge.

7054

Alice Clayton }
vs
John W. Clayton }

Court of Common Pleas
Union County, Ohio.

7101

This cause came on this 8th day of June, 1896, on the petition, and the Court upon hearing evidence both for and against said cause, and upon due consideration find the facts in said petition to be true as therein stated and alleged.

The Court further find upon the evidence adduced that the defendant has been guilty of extreme cruelty toward plaintiff, and that by reason thereof she is entitled to divorce, as prayed for in her petition.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Alice Clayton and John W. Clayton be, and the same hereby is, dissolved, and both parties are released from all obligations of the same.

It is further ordered that the custody, care and education and control of the said children of the parties hereto be, until further order be, exclusively to the plaintiff.

7070

It is further ordered that plaintiff have and possess as and for alimony, all her wearing apparel, and all the household and kitchen furniture and utensils now belonging to said parties hereto.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Three Hundred Dollars (\$300⁰⁰). and in default of such payment for three days from this date execution is allowed to issue therefor.

It is further considered and adjudged by said Court that the said plaintiff recover from said defendant her costs herein expended taxed at \$

Approved June 8, 1896.

John A. Rice
Judge

6443

Flutwood Countright }
vs
L. J. Taylor }

Court of Common Pleas
Union County, Ohio.

This day this cause was continued and all other matter.

Robinson & Woodburn

7072

Flutwood Countright }
vs
L. J. Taylor }

Court of Common Pleas
Union County, Ohio.

Continued.

Robinson & Woodburn

7073

Flutwood Countright }
vs
L. J. Taylor }

Court of Common Pleas,
Union County, Ohio.

Continued.

Robinson & Woodburn

Monday June 8th 1896

7101

Hylas Sabine and
Annie W. Sabine.
vs
Frank Myers Ex
George Myers.

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff by his attorney Ex the defendant being in default for answer or demurrer, the Court find that the allegations of the petition are confessed by them to be true, and find that the defendants Frank Myers Ex George Myers are indebted to the plaintiff Hylas Sabine and Annie W. Sabine in the sum of \$268⁰⁰ with interest at 8 per cent per annum from this date.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of \$268⁰⁰ with interest at the rate of 8 per cent per annum from the date of this Entry, and their costs, herein expended, taxed to \$

R. M. Coory Atty. for Plff.

7070

Amelia Jewell
vs
Frank Jewell

Court of Common Pleas
Union County, Ohio.

Now come the defendant plaintiff, and the defendant having been legally summoned by publication and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

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

The Court further find upon the evidence adduced that the defendant has been guilty of willful absence for more than 3 years past, 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 Amelia Jewell and Frank Jewell and the same hereby is dissolved, and both parties are released from the obligation 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 Amelia Jewell exclusively. And the said Frank Jewell is hereby enjoined from interfering in any manner with either of said children or with the custody of either of them.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable Alimony in money the sum of Three Hundred Dollars. and in default of said payment for three days execution is allowed to issue therefor.

It is further ordered that the plaintiff pay the costs:

Monday June 8th 1896.

5218

Thomas Davis et al }
 vs }
 W. S. Johnson }

Court of Common Pleas
 Union County, Ohio.

7079

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court, on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court; it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Adam J. Blumerschein, by deed according to law, the property so sold; and a writ of possession is awarded to 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 said Union County, Ohio.

And the Court commencing now to distribute the proceeds of said sale amounting to Two hundred and Forty (\$240⁰⁰) 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 \$

Secondly: The costs of this action taxed at \$

Thirdly: To the plaintiff, Margaret Davis, the amount due her for taxes, penalty and interest paid on said property by reason of her purchase of said premises at tax sale, viz: \$92³².

Fourthly: To the plaintiff Thomas Davis and Margaret Davis 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. And there still remaining due the said Thomas Davis and Margaret Davis the sum of \$ it is considered that they recover the same from the defendant W. S. Johnson, and execution is awarded therefor.

7126

6930

William Nixon }
 vs }
 H. A. Rodabaugh }

Court of Common Pleas
 Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff for new trial, case submitted to Court, overruled plaintiffs motion to which plaintiffs then and there excepted, and gave notice of appeal in error.

Monday June 8th 1896.

7079

The Citizens Home & Savings Co. } Court of Common Pleas
 vs } Union County, Ohio.
 George Grunbaum et al }

On motion of the plaintiff and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved, and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, W. M. Cartmell, John T. Cartmell and C. E. Cartmell, by deed, according to law, the property so sold; and the said purchasers are 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 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, and the mortgage from Harry C. Carr and wife to George Grunbaum, to be entered on the records thereof, in the office of the recorder of Union County.

And the Court commencing now to distribute the proceeds of said sale amounting to Twelve Hundred and Three 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 \$19¹⁴.

Second: The costs of this action taxed at \$54¹⁵.

Third: The balance of said money remaining in his hands \$1129⁷¹ to the plaintiff The Citizens Home and Savings Company to be applied on their judgment herein.

Brodrick for Plaintiff.

7126

The Bank of Marysville } Court of Common Pleas
 vs } Union County, Ohio.
 The A. K. Herby Co. }

This day came the plaintiff by its attorney; also appeared in open Court, for and on behalf of said defendant, J. H. Kirkade an attorney at law of this Court; and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant; entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant; and in favor of said plaintiff, for Twenty Five hundred and Thirty four dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Twenty five hundred & thirty four dollars being the amount of said note with interest computed at 8 per cent. per annum, from the 7th day of April A.D. 1896; and also its costs herein expended, taxed at \$8⁰⁰.

Monday June 8th 1896.

7127

The Union Banking Co. }
 vs }
 A. G. Kerby }

Court of Common Pleas,
 Union County, Ohio.

7125

This day came the plaintiff, by its attorney, also appeared in open Court, for and on behalf of said defendant, A. V. Spicer an Attorney at Law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant; entered the appearance of said defendant; and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Two Hundred and Nine dollars and fifty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all, exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Two Hundred and Nine dollars and fifty cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 5th day of November A.D. 1895; also its costs herein expended, taxed at \$5⁰⁰.

Certificate for pay.
 Sheriff's Office, Union County, Ohio,
 Marysville, Ohio, June 8th 1896.

7124

To Hon John A. Price, Judge.
 The Court charges for the April Term A.D. 1896, Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio.
 To Wm. V. Smodyrass, Sheriff, Dr.
 To Joseph Lawrence Court Bailiff \$ 2⁰⁰
 To Jesse Pease Deputy \$ 2⁰⁰
 Total - - - - - \$ 4⁰⁰

Wm. V. Smodyrass Sheriff of
 Union County, Ohio.

To The Clerk of Courts, 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.

7128

Josephine Gray }
 vs }
 John S. Gray }

Court of Common Pleas,
 Union County, Ohio.

On motion of the plaintiff, by her attorney, and good cause being shown therefor, a restraining order is allowed without bond being given, as prayed for in the petition, restraining the defendant John S. Gray, from disposing of or incumbering any of his said property, until further order of this Court.

6943

Monday June 8th 1896

7125

The Union Banking Co }
vs
D. J. Welch et al }

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by John M. Brodick its Attorney, and thereupon came James E. Robinson one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court, and duly proven, waiving the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confessed that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of \$146.74.

It is therefore considered that said plaintiff do recover from said defendants the said sum of \$146.74, so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per cent. per annum.

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

7124

A. J. Whitney }
vs
Jefferson K. Severe,
John L. Thompson
and Morris K. Hill }

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff by his Attorney; also appeared in open Court, for and on behalf of said defendants J. F. Miller an Attorney at-law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants entered the appearance of said defendants, and waiving the issuing and service of process in this action, and confessed a judgment on said note against said defendants and in favor of said plaintiff, for One hundred and fifty One dollars and sixty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One hundred and fifty one dollars and sixty cents, being the amount of said note with interest computed at 8 per cent per annum, from the 20th day of April A.D. 1896; and also his costs herein expended, taxed at \$

6943

The H. Withoff Co. }
vs
H. Shannon Davis et al }

Court of Common Pleas
Union County, Ohio

This day this case is dismissed at costs of Defendants without record.

Monday June 8th 1896.

6491 }
 Evan Piersol } Court of Common Pleas,
 vs } Union County, Ohio.
 Martha E. Piersol }
 (Now Gardner) }

This day came the parties by their attorneys, and this cause came on to be heard upon the motion of the said Martha E. Piersol, (Now Martha E. Gardner) to modify the order heretofore made in regard to the custody of the minor children as in said motion set forth.

The Court after hearing the evidence finds that there is no sufficient grounds for said motion and therefore overrules the same at the cost of the said Martha E. Gardner.

It is therefore ordered and adjudged by the Court that the said Evan Piersol recover of the said Martha E. Gardner his costs herein expended taxed to \$ and that said motion be dismissed and the custody of said children remain under the former order of this Court.

Approved.

Robinson & Woodburn
 Cameron & Cameron.

L 5760 }
 J. M. Kennedy } Court of Common Pleas,
 vs } Union County, Ohio.
 Elizabeth Reed }

This day this cause came up on a motion of defendant to order the payment to defendant by the Sheriff of Union County, Ohio, the surplus purchase money arising out of the sale of the land in this case, amounting to \$72⁰⁰, which amount remained in the Sheriff's hands after paying the judgment in this case.

And the Court being fully advised in the premises grants said motion and orders said Sheriff to pay over to said defendant or per order the said sum of \$72⁰⁰ so remaining in his hands from the sale of said land after paying the judgment aforesaid.

6781 }
 C. C. Gleason's Sons } Court of Common Pleas
 vs } Union County, Ohio.
 William Woodworth Ed }
 Emma Woodworth his wife. }

This day this cause came on further to be heard upon the motion of plaintiff to set aside the deed made by the defendant William Woodworth (through Hilah Woodworth a trustee) to the said Emma Woodworth, and upon the answer of said Emma Woodworth, and the reply of plaintiff thereto, and the pleadings and evidence, and was argued by counsel.

On consideration whereof the Court finds, that the deed of conveyance made by the said William Woodworth - through said trustee to his wife the said Emma Woodworth, was made with intent to defraud the creditors of said William Woodworth, as the plaintiff has in his said reply to said answering Emma Woodworth alleged.

7100

7081

Monday June 8th 1896.

6680

Lester Clark et al }
vs }
Rebecca Kulligan et al }Court of Common Pleas,
Union County, Ohio.

This day this cause coming on further to be heard on the application of Oliver Wheeler as Administrator of the Estate of N. G. Clark, deceased, the same was submitted to the Court on the application and the evidence.

On consideration the Court find that said Oliver Wheeler is the duly appointed and qualified Administrator of the estate of said N. G. Clark, deceased, and that the funds heretofore ordered to be paid to the heirs of said N. G. Clark, deceased, are necessary to pay the debts of said decedent.

It is therefore considered, ordered and adjudged, and decreed by the Court that the share of said funds heretofore ordered to be paid to the heirs of said N. G. Clark deceased, be and the same hereby are ordered to be paid to said Orville Wheeler as administrator of the estate of said N. G. Clark, and said former order of this Court is hereby modified to that extent.

And it is further ordered that said Administrator out of said funds pay the Clerk of this Court, the Costs of this order taxed at \$1.22

Brodick Atty.

7095

The Citizens Home & Savings Co }
vs }
Eliza J. Stoddard }Court of Common Pleas,
Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendant has been duly served with summons in this case, and that she is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by her to be true; and that there is due the plaintiff from the defendant on the contract writing set forth in the petition to June 8th 1896 the sum of nine Hundred and sixty three and 67/100 dollars, and the further sum of Two and 27/100 dollars for each and every week from and after said June 8th 1896.

The Court further find that in order to secure the payments set forth in said contract in writing the said defendant executed and delivered to said plaintiff her certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book 29 page 57 of the Records of Mortgages of Union County, and is a good and valid lien on said premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant the said sum of Nine Hundred and Sixty Three and 67/100 Dollars and its costs herein expended.

And it is further adjudged and decreed that unless the defendant shall within five days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with said weekly payments of Two and 27/100 Dollars from and after June 8th 1896, the defendant's equity of redemption be foreclosed; and said premises be sold,

7091

7022

Monday June 8th 1896

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.

Brodrick for Plaintiff.

7091

The Citizens Home and Savings Co. } Court of Common Pleas,
vs } Union County, Ohio.
Dell Robinson et al }

This cause now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true; and that there is due the plaintiff from the defendant Dell Robinson on the contract in writing set forth in the petition to June 8th 1896, the sum of One Thousand, Six Hundred and Ninety Four and $\frac{3}{4}$ Dollars with Three $\frac{7}{10}$ Dollars for each and every week from and after June 8th 1896.

The Court further find that in order to secure the payments set forth in said contract in writing the said defendant Dell Robinson and Cora Robinson, his wife executed and delivered to said plaintiff her certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book 29 page 212 of the records of Mortgages of Union County, and is a good and valid lien on said premises described in the petition, and that the conditions in said mortgage has been broken.

It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant Dell Robinson the said sum of One Thousand Six Hundred and Ninety Four and $\frac{3}{4}$ Dollars, and its costs herein expended.

And it is further adjudged and decreed that unless the said defendant Dell Robinson 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 and as aforesaid with said weekly payments of Three $\frac{7}{10}$ Dollars from and after June 8th 1896, 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.

Brodrick for Plaintiff.

7022

O. D. Browning } Court of Common Pleas,
vs } Union County, Ohio.
Ardia Browning }

This cause coming on for hearing this 8th day of June, 1896, the Court, after hearing evidence therein and upon due consideration thereof, find the facts stated and allegations made in the plaintiffs petition to be true, that the defendant has been duly served with summons and has entered her appearance by pleading herein, and that she has been guilty of extreme cruelty and gross neglect of duty toward the plaintiff as and in

June 8th 1896

The manner in his said petition alleged; and that by reason thereof the plaintiff is entitled to a divorce from defendant; as prayed for in his petition.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said O. D. Browning and Amelia Browning 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 son, Fred F. Browning, of the parties hereto be, until further order, confided to the plaintiff herein exclusively; and the defendant is hereby enjoined from in any manner interfering with plaintiff in his custody of said child, but she shall have the privilege of seeing and being with him, the said child, twice each week, on Sundays and Thursdays between the hours of two O'clock P.M. and five O'clock P.M. and any violation of this privilege or abuse thereof may be reported to this Court. The Court further find that the plaintiff is the owner in fee simple of an undivided half interest in the following real estate: Situate in the Village of Richmond, County of Union, and State of Ohio, and known and described as follows; part of lots numbered Sixty nine (69) and Seventy (70), being thirteen feet off the south side of Lot No 70, extending the full length of said lots.

Also an undivided half interest in the south half of the following described tract situate in the same village, County and State: Beginning at a stake in the north line of land owned by James B. Thompson, and running with said line S. 89. 43 E. 48 poles to a stake in said line; thence N. 17. 40 W. 18 poles; thence N. 89. 43 W. 48 poles to a stake; thence S. 17. 40 E. 13 poles to the place of beginning; containing four acres of land, excepting (16) Sixteen feet off the west end of said tract.

The Court further find that the defendant is the owner in fee simple of the following described real estate; Situate in the Village of Richmond, County of Union, and State of Ohio, and being thirty five (35) feet off the west side of the east half of lot No 6, and 2 feet in width off the east side of the west half of said lot No. 6.

It is therefore ordered, adjudged and decreed by the Court that each of the parties hereto be forever divested of all and every claim, title or interest, by right or dower or otherwise, in, or to, any of the real estate of the other heretofore described; and that each shall have full power to use, manage, lease, rent, or dispose of that part of said real estate respectively belonging to him or her as, when and in any manner he or she may see fit; and each is hereby enjoined from interfering in any manner with the rights of the other, and from setting up any claim of title to or interest in the said real estate herein above found to belong to the other.

The order and decree immediately foregoing the Court hereby find is made upon the proposition of plaintiff and with his full and free consent in open Court in the hearing hereof expressed.

It is further ordered and adjudged as and for alimony that the plaintiff be, and hereby is required to cancel and turn over unto defendant a certain promissory note amounting to about Two Hundred Dollars, signed by herself and one Bruce Charles as her surety, which plaintiff has purchased and now holds; that defendant have and possess one Cow, the property of plaintiff, and all the household and kitchen furniture, goods and utensils.

It is further ordered and decreed by the Court that the defendant be, and she hereby is, restored to her maiden name of Almeda Charles.

It is further considered that plaintiff pay the costs of this proceeding taxed at \$

W. J. Hoopes Atty. for Plf.
H. V. Spicer & J. F. Miller Atty. for Defl.

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 April 2^d, 1896, was begun on the first Monday, the 6th day of April, 1896, and continued from day to day by regular adjournment until this 8th day of June, 1896, and is now adjourned without day.

Attest;

J. N. Gissell,

Clerk of Court of Common Pleas, of Union County, Ohio.

In Vacation

7126

The Bank of Marysville }
 vs }
 The A. V. Hurby Company }
 Court of Common Pleas
 Union County, Ohio.

This day this cause came on to be heard on the application of the defendant herein for an order directing the Sheriff of Union County, Ohio, to sell the goods and chattels heretofore levied upon and now in his possession under and by virtue of a writ of execution issued to him in this case, at private sale for cash, at not less than two-thirds the appraised value thereof.

And at the same time, the plaintiff, The Bank of Marysville, came and consented in writing that such order of private sale be made.

And the Court, upon consideration thereof finds that due notice of this application has been given to the plaintiff herein, and that the sale of the goods and chattels so levied upon and now in the possession of said Sheriff as aforesaid, at public auction, will cause great loss, sacrifice and depreciation, and that a private sale of said goods and chattels, at not less than two-thirds the appraised value thereof, will be to the interest and advantage of all parties hereto and of all other creditors of said defendant.

The court further finds that good cause has been shown for an order of private sale herein, as in said application prayed for.

It is therefore ordered, and said Sheriff of Union County, Ohio, is hereby directed to sell the goods and chattels heretofore levied upon by him and now in his possession under and by virtue of the writ of execution herein, at private sale for cash, and that said sale shall continue until the 6th day of August, 1896, which is the day preceding the return day of said writ of execution.

It is further ordered that all said personal property, goods and chattels shall be appraised by three disinterested persons, to be selected by the Sheriff before such private sale is had or commenced, and that said property shall not be sold for less than two-thirds the appraised value thereof.

The foregoing entry is approved and the Clerk of the Court of Common Pleas of Union County, is directed to file the same, and to enter it upon the Journal of said Court.

June 27th 1896.

John A. Rice,
 Judge of Court of Common Pleas.

The State of Ohio, Union County, ss:

Court of Common Pleas.

It is ordered that the Clerk of this ^{said} Court shall between the hours of 10 O'clock in the forenoon and 12 O'clock noon, on the fourth Monday preceding to the sitting of the Court of Common Pleas, in said County, to-wit:

On the 10th day of August A.D. 1896, in the presence of the Sheriff proceed in accordance with the law in such cases made and provided to draw from the Jury Wheel Fifteen (15) names of persons to serve as Grand Jurors, and ^{namely} Sixteen (16) persons to serve as Petit Jurors, and shall forthwith issue venire for the said Jurors so drawn, to be and appear before said Court on the first day of the Term thereof to-wit; on the 7th day of September A.D. 1896, at 10 O'clock in the forenoon of said day.

John A. Rice

Judge of the Court of Common Pleas.

The Live Oak Distilling Co.,

Court of Common Pleas,
Union County, Ohio.

6788

J. W. Serue et al

This cause coming on for hearing upon motion of plaintiff to amend his petition by making John F. Murphy and Samuel Kramer parties defendant, and by setting up the credits on the note described in said petition.

The Court granted motion and leave is given to amend within 30 days -

April 14 1896.

Katie E. Williamson

Court of Common Pleas,
Union County, Ohio,

7107

A. W. Sharp

June 8th 1896.

This day this cause came on to be heard on the motion of Thomas L. Moore guardian of A. W. Sharp, an insane person, defendant, and the Court having heard the evidence and argument of counsel, doth find that said Thomas L. Moore guardian as aforesaid, has a valid defense to this action and ought to be permitted to defend against the same. It is therefore considered, ordered and adjudged by the Court that said judgment heretofore rendered herein against said Sharp ward of said Moore be and the same is hereby vacated, set aside and held for naught, and the said Moore as such guardian has leave to file answer and this cause is continued for hearing and trial.

Hamilton Bros, Law Atkin & Geo W Emerson.

June 8, 1896.

Katie E. Williamson

Court of Common Pleas,
Union County, Ohio,

7106

A. W. Sharp.

This day this cause came on to be heard on the motion of Thomas L. Moore guardian of A. W. Sharp an insane person, defendant, and the Court having heard the evidence and the argument of counsel, doth find that said Thomas L. Moore guardian as aforesaid, has a valid defense to this action and ought to be permitted to defend against the same; It is therefore considered, ordered and adjudged by the Court that the said judgment heretofore rendered herein against said Sharp, ward of said Moore guardian, be and the same is hereby vacated, set aside and held for naught, and the said Thomas L. Moore as such guardian has leave to file answer, and this cause is continued for hearing and trial.

Writ for Jurors.

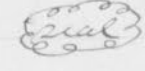
The State of Ohio, Union County, ss:
To the Sheriff of said County, Greeting:

We, Command you that without delay, you summon

<i>Names</i>	<i>Township</i>
1. Calvin Liggitt	Dover
2. Wesley Tallman	Clairbourne
Isaac Barker	" "
John A. Keller	Dover
R. B. Willis	Taylor
William Bennett	Union
Monroe Martin	Leosburg
Lewis Gasseday	Clairbourne
James Mitchell	Paris
Wm. D. Thompson	Union
William Liggitt	Jerome
W. C. Hastings	Clairbourne
John Pughore	Taylor
Emanuel Burns	Paris
Frank Miller	Union

to be and appear before the Court of Common Pleas of said County of Union at the Court House within and for said County, on Monday the 7th day of September A.D. 1896, at 10 o'clock in the forenoon, and so from day to day until discharged, then and there to serve as Grand Jurors, and how you shall execute this writ make appear to our said Court on the 7th day of September and have you then and there this writ.

Witness my signature as Clerk of said Court, this 10th day of Aug. 1896.



J. H. Gosnell Clerk
By Geo. A. Gosnell Deputy

Petit Jurors.

<i>Names</i>	<i>Township</i>
1. S. G. Burnside	Washington
2. George Stearns	Darby
3. J. R. King	Paris
John Horn	Clairbourne
George Burns	Darby
Henry Stalder	York
R. L. Linnell	Mill Creek
William F. Marsh	Jerome
D. A. Henderson	Liberty
4. Elbert Bonnett	Leosburg
5. David A. Harrington	Liberty
6. B. F. Beem	Clairbourne
7. William Smith	Mill Creek
8. William L. Cartmell	Paris
9. Joseph Powell	Clairbourne
10. J. D. Wood	Allen

to be and appear before the Court of Common Pleas of said County of Union, at the Court House within and for said County, on Monday the 7th day of September A.D. 1896, at 10 o'clock in the forenoon, and so from day to day until discharged, then and there to serve as Petit Jurors, and how you shall execute this writ make appear to our said Court on the 7th day of Sept. 1896, and have you then and there this writ.

J. H. Gosnell Clerk
Geo. A. Gosnell Deputy

In Chambers.

7167

Minnie Dece McGinnis }
 vs }
 John Sterling McGinnis }
 Court of Common Pleas
 Minn County, Ohio.

This cause coming on for hearing before John A. Price, Judge of said Court at Chambers, this 13th day of August, 1896, upon the motion of defendant to dissolve the temporary injunction herein with reference to the personal property thereby conveyed, and upon the application of plaintiff for an allowance of alimony pendente lite, was heard upon the petition, affidavits herein filed, oral evidence, and argument of counsel.

It is therefore, upon concession of plaintiff's counsel, ordered by said Judge that the personal property sought to be covered by the restraining order hereinbefore granted by the probate Court be and hereby is fully released from the operations of said order.

It is upon due consideration further ordered that the defendant John Sterling McGinnis be and hereby is required and ordered to pay, as and for alimony pendente lite, to the Clerk of said Court for the use of plaintiff's attorney, the sum of Sixty (\$60.00) dollars within thirty days from date hereof; and that execution may issue therefor upon default of payment thereof.

J. F. Miller
 Atty. for Plf.

Approved.
 James C. Robinson
 Atty. for Defs.

7131

Green Joice et al. }
 vs }
 Able H. Kirby et al. }
 Court of Common Pleas
 Minn County, Ohio.

This day this cause is settled and costs paid.

September 3rd 1896, Vermin for Grand and Petit Jury returned & filed indorsed as follows to wit:

The State of Ohio, Union County, ss.

On the 10th day of August, 1896, I received this Vermin and served the same on the several persons therein named at the times and in the manner placed opposite their names indorsed hereon.

Name.	When served.	How served.
1 Charles Liggitt.	August-10 th , 1896.	Postal.
2 Wesley Tallman.	" " "	"
3 Isaac Baker,	" " "	"
4 John H. Miller	" " "	"
5 R. B. Willis,	" " "	"
6 William Bonnet.	" " "	"
7 Monroe Martin	" " "	"
8 Lewis Sasseday	" " "	"
9 James Critchell	" " "	"
10 W. D. Thompson	" " "	"
11 Wilson Liggitt	" " "	"
12 W. E. Hastings	" " "	"
13 John Cudmore	" " "	"
14 Emanuel Burns	" " "	"
15 Frank Miller	" " "	"

Wm. S. Swadlow Sheriff.

Petit Jury.

Name.	When served.	How served.
1 S. G. Bunnside	August-10 th 1896	Postal
2 George Stevens	" " "	"
3 J. R. King	" " "	"
4 John Horn	" " "	"
5 George Burns	" " "	"
6 Henry Stalder	" " "	"
7 R. L. Stimmus	" " "	"
8 William O. Crank	" " "	"
9 D. H. Anderson	" " "	"
10 Elbert Bonnet	" " "	"
11 David A. Harrington	" " "	"
12 B. F. Burn	" " "	"
13 William Smith	" " "	"
14 William L. Bartmull	" " "	"
15 Joseph Powell	" " "	"
16 D. C. Wood	" " "	"

Wm. S. Swadlow Sheriff.

Monday September 7th 1896.

State of Ohio, Union County, ss:

The Separate Session of the Court of Common Pleas of the Tenth Judicial District and the Third Sub. Division of the State of Ohio, within and for the County of Union, for the term of September, in the year of our Lord, One Thousand Eight Hundred and Ninety Six, held in the Court House in the City of Marysville, County of Union, State of Ohio, was begun on the 7th day of September in the year aforesaid.

Present:

Hon. John A. Rice, Judge of the Court of Common Pleas of the 3rd Sub Division, 10th Judicial District of Ohio.
 Wm. S. Swygars Sheriff of Union County Ohio.

Attst.

J. M. Gosnell, Clerk of the Court of Common Pleas, Union County, Ohio.

7148 Louis C. Beum } Court of Common Pleas,
 vs } Union County, Ohio.
 Rachel Reidel et al }

This cause came on for hearing this 7th day of September, 1896, upon the application of plaintiff, by his attorney, for the appointment of a guardian ad litem for infant defendant herein: and the court upon due consideration do appoint James W. Robinson, of the bar of said Court, as such guardian ad litem herein.

6345 Cassius Y. Rhoads } Court of Common Pleas
 vs } Union County Ohio.
 A. J. Steader }

This day this case is dismissed at plaintiffs costs.

7109 The Connecticut Mutual } Court of Common Pleas
 Life Insurance Company } Union County, Ohio.
 vs }
 Calvin Felkner et al }

This cause having been settled and costs paid it is ordered left off the docket.

6949 Jefferson W. Severe } Court of Common Pleas
 vs } Union County, Ohio.
 Adam Fornauight }

This day this cause is dismissed at plaintiffs costs.

7027 The State of Ohio } Court of Common Pleas
 vs } Union County, Ohio.
 Solomon Carey }

This day it is ordered by the Court that this case be left off the docket.

Court adjourned until 8³⁰ O'clock tomorrow morning

Tuesday September 8th 1896.

Court convened at 8³⁰ O'clock A. M. pursuant to adjournment.

Present Hon. John A. Price Judge.

The venire *La via* for a grand jury heretofore issued and returnable this 8 day of September at 10 O'clock A. M. was duly returned by the Sheriff with his endorsements thereon, to-wit:

The State of Ohio, Union County, ss:

On the 10th day of August 1896, I received this writ venire and served the same on the several persons therein named at the time and in the manner placed opposite their names, underset hereon as follows:

Name	How Served	When Served
Calvin Liggett	Postal Card	Aug. 10 th 1896
Wesley Tallman	" "	" "
Isaac Baker	" "	" "
John H. Keller	" "	" "
R. B. Killis	" "	" "
William Bennett	" "	" "
Monroe Martin	" "	" "
Lewis Cassidy	" "	" "
James Mitchell	" "	" "
Wm. D. Thompson	" "	" "
Wilson Liggett	" "	" "
W. C. Hastings	" "	" "
John Redmore	" "	" "
Emanuel Burns	" "	" "
Frank Miller	" "	" "

Wm. S. Sandegren Sheriff

And upon calling the same in open Court, Calvin Liggett, Wesley Tallman, Isaac Baker, John H. Keller, R. B. Killis, William Bennett, Monroe Martin, Lewis Cassidy, James Mitchell, Wm. D. Thompson, Wilson Liggett, W. C. Hastings, John Redmore, Emanuel Burns and Frank Miller, appeared in answer thereto;

Frank Miller, for good cause shown, was excused; and the panel being incomplete, the Sheriff summoned Wm. Kinget from the bystanders, as Tailsman to complete the same, who appeared in answer thereto, and the panel being full, the Court appointed William Bennett Foreman of the Grand Jury, and he with his fellow jurors took the oath 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 complete the Grand Jury to-wit:

- | | | |
|-----------------------------|-------------------|---------------------|
| 1 William Bennett, Foreman: | 9 James Mitchell, | 14 Emanuel Burns, |
| 2 Calvin Liggett, | 5 John H. Keller, | 10 Wm. D. Thompson, |
| 3 Wesley Tallman, | 6 R. B. Killis, | 11 Wm. Kinget, |
| 4 Isaac Baker, | 7 Monroe Martin, | 12 W. C. Hastings, |
| | 8 Lewis Cassidy, | 13 John Redmore, |

Tuesday Sept. 8th 1896.

7144

Charles W. Southard }
 vs }
 Samuel A. Buffington et al }
 Court of Common Pleas,
 Union County, Ohio.

Now comes the plaintiff herein by his attorneys, and his petition thereupon coming on to be heard, the Court finds that all of the defendants have had due and legal notice of the pendency and demand of the said petition, and that they are in default for answer and demurrer; and that the said petition is hereby confessed by them to be true.

Thereupon the Court finds that the plaintiff, Charles W. Southard is seized of and has a legal right to the undivided one third part of the estate described in the petition, and is entitled to have partition made of said premises; that the defendants are tenants in common with said plaintiff in the said premises in the following proportions to-wit:

The said Samuel A. Buffington is seized of and has a legal right to the undivided one third part thereof; and the said George W. Buffington to the one third part thereof; and no reason appearing why partition should not be made.

It is therefore ordered, adjudged and decreed that partition of said estate be made and that an order issue to the Sheriff of the said County of Union, commanding him that by the oaths of Charles Kennedy, Marvin Hopkins and John R. Taylor, three judicious and disinterested freeholders of the vicinity, who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said plaintiff and to each of the said defendants the parts and proportions of the said estate to which they are hereinbefore severally found entitled.

And of his proceeding herein the said Sheriff is ordered to make due return without unnecessary delay.

7104

Frank L. Hysterie }
 vs }
 Mary Hysterie et al }
 Court of Common Pleas,
 Union County, Ohio.

This day came the plaintiff by Porter & Porter his attorneys, and his petition coming on to be heard, the Court find the allegations of the petition to be true, and that all the defendants have had due and legal notice of the pendency and demand of said petition, and that they were in default for answer and demurrer.

Thereupon the Court find that the said Mary Hysterie is entitled to dower in the premises described in plaintiffs petition, and that subject thereto the plaintiff Frank L. Hysterie is seized of and has a legal right to the undivided one fourth part in fee simple; the said William H. Hysterie one undivided one fourth part in fee simple; the said Simon P. Hysterie the undivided one fourth part in fee simple; and the said Marquis L. Hysterie one undivided one fourth part in fee simple, of all the land described in plaintiffs petition.

It is therefore ordered, adjudged and decreed, that an order issue to the Sheriff of said County of Union commanding him that by the oaths of C. W. Smith, ^{John L. Smith} ~~John L. Smith~~ and T. C. Bailey, three judicious and disinterested freeholders of the vicinity, and who are not of kin of either party, and who are hereby appointed Commissioners for that purpose, if partition of said premises be made, first assign dower to the said Mary Hysterie according to law, and that by the like oaths of said Commissioners he cause to be set off and divided to the plaintiff, and to each of said defendants the part and proportion of the said estate to which they are hereinafter severally found entitled subject to said dower estate of said Mary Hysterie.

7136

And it is ordered that if in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without injury to the value thereof, they appraise the said premises both subject to said dower, and also appraise the same free from said dower.

And the Sheriff is ordered to make due return of his proceedings herein without unnecessary delay.

F. T. Arthur

7136

Anna M. Hill }
vs }
Nathaniel B. Hill }
Court of Common Pleas,
Union County, Ohio.

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

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

The Court further find upon the evidence adduced that the defendant for more than three years last past has been guilty of gross neglect of his duty as a husband of plaintiff to provide for and support her, and their child and in his treatment of her as alleged in her petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Anna M. Hill and Nathaniel B. Hill be, and the same hereby is dissolved and both parties are released from the obligation of the same.

It is further ordered that the custody, care, education and control of the said child Jessie Hill of the parties hereto be until further order confided to the said Anna B. Hill exclusively.

But it is hereby ordered that the said Nathaniel B. Hill have the privilege of visiting said child at reasonable intervals and for reasonable time, and any violation of this order by either party may be reported to this Court.

And it is further considered by the Court that the plaintiff recover from the said Nathaniel B. Hill her costs herein expended taxed to β and execution is awarded.

Miss P. Beem }
vs }
Florence H. Z. Holmstrom et al }
Court of Common Pleas
Union County, Ohio.

This day this cause is dismissed at plaintiff costs.

Tuesday Sept: 8th 1896

7130 Joseph P. Martin }
vs }
John D. Fleck et al }

Court of Common Pleas,
Union County, Ohio.

7146

This day this cause came on to be heard upon the petition of plaintiff and the evidence. (The defendants all being in default for answer or demurrer) and was argued by counsel.

In consideration whereof the Court find the allegations of the petition to be true, and that the equities of the case are with the plaintiff, and that there is due to plaintiff on said indebtedness the sum of Six hundred and sixteen \$857.00 Dollars on September 8th 1896, as plaintiff hath claimed in his petition.

It is therefore ordered adjudged and decreed that if the said John D. Fleck and John R. Woods fail within three days from this date (September 8th 1896) to pay said sum to plaintiff with the accrued interest thereon at 6 1/2 per cent from September 8th 1896, that an order of sale issue to the Sheriff, commanding him to appraise advertise and sell, as upon execution at law, the real estate and premises described in plaintiffs petition to pay said indebtedness and return his proceedings on said order to this Court for further order in the premises.

5677 Fleck and Chapman }
vs }
George Gamble }

Court of Common Pleas
Union County, Ohio.

7197

It appearing to the Court that this case has been settled and the costs paid, the same is ordered stricken from the docket.

7064 Haymond Ingram }
vs }
John Brown et al }

Court of Common Pleas,
Union County, Ohio.

Sept: 9th 1896.

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

- | | | | |
|-------------------|--------------------|--------------------|------------------------|
| 1 George Stephens | 4 R. L. Stumm | 7 Albert Bonnet | 10 William L. Cartmell |
| 2 J. R. King | 5 William F. Marsh | 8 D. H. Herrington | 11 Joseph Powell |
| 3 Henry Stalder | 6 D. H. Henderson | 9 B. F. Beem | 12 Peter Schirtz er. |

who were duly impaneled and sworn according to law; thereupon the case came on for hearing on the pleadings and the evidence; and the said jury having heard the evidence adduced in part; the hour of adjournment having arrived, this case is continued until 8³⁰ O'clock tomorrow morning.

7164 John Robinson }
vs }
Robert Ferguson et al }

Court of Common Pleas,
Union County, Ohio.

Elizabeth Ferguson granted ten days from the first day of this term in which to answer.

Tuesday Sept: 8th 1896

7146
 William Cody }
 vs
 Richard H. Cody }

Court of Common Pleas,
 Union County, Ohio.

This day came the plaintiff and his Attorney, and the defendant being still in default for demurrer or Answer to the petition, this cause was submitted to the Court upon the petition and the evidence.

On consideration whereof the Court being fully advised in the premises finds that the facts stated and allegations made in the plaintiffs petition are true, and that the plaintiff is entitled to the relief prayed for in his petition.

It is therefore considered ordered and decreed by the Court that the Mortgage in the petition described be and the same is hereby canceled and held for naught; and the Clerk of this Court is ordered and demanded to enter a cancellation of said Mortgage on the record thereof in the Recorder's office, and the said Richard H. Cody is forever and perpetually enjoined from making any claims upon the lands described in the petition by reason of said Mortgage, and as against the same the plaintiffs title is hereby quieted.

The costs of this case are assessed against the plaintiff, and Execution awarded therefor.

7197
 The Union Banking Company }
 vs
 D. C. Dony Ed A. C. Dony }

Court of Common Pleas,
 Union County, Ohio.

This day came the plaintiff by J. H. Stinkade Attorney, and filed its petition against said defendants, and thereupon J. C. 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 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 indebtedness, the sum of Four Hundred Fifty Six & 1/100 Dollars, bearing interest at 8 per cent 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 The Union Banking Company plaintiff do recover of the said D. C. Dony and A. C. Dony defendants the sum of Four Hundred Fifty Six & 1/100 Dollars, or confessed, as aforesaid, with interest from September 8th 1896, at 8 per cent per annum, and also costs in its 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 writs of error thereon; are by said defendants waived and released.

Tuesday Sept: 8th 1896

7191

The Farmers Bank }
vs }
Joseph Smith et al }

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff by John M. Brodrick, its Attorney, and thereupon came W. T. Hopkins 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 sworn, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of \$316⁰⁰.

It is therefore considered that said plaintiff do recover from said defendant the said sum of \$316⁰⁰ or 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.

7194

The Union Banking Co. }
vs }
Shaddens Wood et al }

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff by J. H. Hinkade Attorney, and filed its petition against said defendant, and thereupon J. C. Griffith 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, from 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 it has in its 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 One Hundred Ninety Two & 69/100 Dollars, bearing interest at 8 per cent 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 The Union Banking Co. plaintiff do recover of the said Shaddens Wood Et John H. Wood defendant the sum of One Hundred Ninety Two & 69/100 Dollars, or confessed, as aforesaid, with interest from September 8th 1896, at 8 per cent per annum, and also costs in its behalf expended taxed to \$5⁰⁰, 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 and released.

7200

Orv. Brown & Co. }
vs }
Anna Roney }

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by H. F. Gurin their Attorney, and thereupon R. L. Woodburne 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 sworn, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said defendant to said

7198

Tuesday Sept-8th 1896

plaintiff as is alleged in said plaintiffs petition, the sum of \$758²⁵.

It is therefore considered that said plaintiff do recover of said defendant the said sum of \$758²⁵, or 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 7 per centum per annum payable annually.

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

Charles R. Cornell
vs
J. W. Severe et al

Court of Common Pleas,
Union County, Ohio.

7198

This day came the plaintiff, by his Attorney; also appeared in open Court, for and on behalf of said defendant R. L. Woodburn an Attorney at law of this Court, and by virtue of the Warrant of Attorney annexed to the note attached to the petition in this cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred Dollars and Sixty five cents, being the amount of the principal and interest due on said note, and for the costs taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred Dollars and Sixty five cents, being the amount of said note with interest computed at 8 per cent per annum, from the 8th day of August A.D. 1896; and also his costs herein expended taxed at \$

Report of Grand Jury.

To the Honorable John A. Price,

Judge of the Court of Common Pleas, Union County, Ohio.

The Grand Jury of the Court of Common Pleas of said County, of the September Term, 1896, beg leave to report that they have been in session one day, and herewith return to the Court the Indictment presented by said Jury:

We have carefully examined into all such matters as have legitimately come to our notice, having examined over 13 witnesses, covering 4 cases and presented one bill 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 thereof and for the government of its inmates, have been carried out and are properly enforced. We also find that the sanitary condition would be improved by better ventilation, that the steel casing supporting the Water Closet is rusted out and would recommend repairs for same.

We also recommend that the County furnish for the use of the Sheriff a Barn, in as close proximity to the Jail as can be procured, as soon as possible.

Respectfully submitted,

William Bennett Foreman.

September 8th 1896.

Friday Sept. 8th 1896.

7196

The Union Banking Co. }
 vs
 Thaddeus Wood and
 Amos Burris. }

Court of Common Pleas,
 Union County, Ohio.

7195

This day came the plaintiff by J. H. Kinkadee Attorney, and filed its petition against said defendants, and thereupon 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, from shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as 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 indebtedness, the sum of One Hundred & Three & 24/100 Dollars, bearing interest at 8 per cent. 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 The Union Banking Company plaintiff do recover of the said Thaddeus Wood and Amos Burris defendants the sum of One Hundred Three & 24/100 Dollars, so confessed, as aforesaid, with interest from September 8th 1896, at 8 per cent. per annum, and also costs in its behalf expended taxed to \$ and by virtue of said warrant of Attorney all errors in this action, judgment and proceedings, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

7088

C. C. Griswold }
 vs
 Emma Cartmell }

Court of Common Pleas,
 Union County, Ohio.

7165

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 according to law and the orders of this Court, it is ordered that the proceedings of this sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchasers according to law the property so sold; and the said purchasers are hereby subrogated to all the rights of the said lienholders in said property, so far as they may be paid herein, for the protection of their title.

And the Court coming over to distribute the proceeds of this sale amounting to \$39⁰⁰ it is ordered that the Sheriff out of the money in his hands pay--

First:-- the costs of this action, taxed at \$17⁵⁶.

Second:-- For the plaintiff the balance of the said money remaining in his hands, to-wit the sum of \$21⁴⁴ to be applied as a credit upon his judgment against the said defendant.

And there still remaining due to the said C. C. Griswold the sum of \$111⁵⁴ it is considered that he recover the same from the defendant Emma Cartmell, and execution is awarded therefor.

Tuesday Sept. 8th 1896.

7195

The Union Banking Co.
vs
Isaac J. Sparks et al

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by J.H. Kinkade Attorney, and filed its petition against said defendants, and thereupon 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, from shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as 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 indebtedness, the sum of Two Hundred & Thirty Two Dollars, bearing interest at 8 per cent. 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 The Union Banking Company plaintiff do recover of the said Isaac J. Sparks, Louisa L. Sparks and Charles Phellis defendants the sum of Two Hundred and Thirty Two Dollars or confessed, as aforesaid, with interest from September 8th 1896, at 8 per cent. per annum, and also costs in its behalf expended taxed to \$ and by virtue of said warrant of Attorney all errors in this action, judgment and proceedings, &c all proceedings, petitions and writs of Error thereon, are by said defendants waived and released.

John Robinson

Court of Common Pleas
Union County, Ohio.

7165

vs
Carrie C. Rouse et al

Now come the plaintiff herein, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and find that defendants are indebted to him in the sum of \$572.00.

It is therefore considered that the said plaintiff recover of the said defendants the said sum of Five Hundred and Seventy Two Dollars, and his costs herein expended taxed at \$ with 8 of Interest thereon from Sept. 7th 1896.

The Court further find from the evidence that in order to secure the payment of said note the defendants Carrie C. Rouse and Carl H. Rouse her husband executed and delivered to the said John Robinson the plaintiff their certain Mortgage as in their petition described and on the premises therein described; that said mortgage was duly described in Book 35 page 66 & 67 of records of Mortgages of Union County, Ohio, and is the first and best lien on the premises described in the petition.

It is therefore considered and adjudged that unless the defendants Carrie C. Rouse & Carl H. Rouse 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 of \$572.00 or found due as aforesaid with interest from Sept. 7th 1896, at 8% per annum according to the terms of said Mortgage deed, the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County, directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Tuesday Sept: 8th 1896.

Peter Houser
vs
Haze Leffler,
E. L. Kirkpatrick,
Geo. Fisher &
Charles Eline.

7199

Court of Common Pleas,
Union County, Ohio.

7203

This day came the plaintiff by J. C. Briggs Attorney, and filed his petition against said defendants, and thereupon Thomas Reed an Attorney at Law of this Court, by virtue of a warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of One Hundred and Sixty Two Dollars, bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

7202

It is therefore considered by the Court here that the said Peter Houser plaintiff do recover of the said Haze Leffler, Geo. Fisher and Charles Eline Defendants the sum of One Hundred and Sixty Two Dollars so confessed, with interest from Sept: 5th 1896, at 8 per cent. per annum, and also costs in his behalf expended taxed at \$ 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.

Orr. Brown & Price
vs
J. W. Hinds

7201

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff, 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 writs attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiffs for Five Hundred Seventy nine dollars and Eighty four cents, being the amount of the principal and interest due on said note and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiffs recover of said defendant the sum of Five Hundred Seventy four dollars and Eighty four cents, being the amount of said note with interest computed at 7 per cent. per annum, payable annually from the 13th day of February A.D. 1894, and also their costs herein expended taxed at \$

Tuesday Sept-8th 1896.

7203

Or. Brown Price }
vs
W. A. Swinley }

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff by H. F. Guerin their attorney, and thereupon came R. L. Woodburn one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court, and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said Plaintiff, as is alleged in said plaintiffs petition the sum of \$294¹⁶.

It is therefore considered that said plaintiff do recover of said defendant the sum of \$294¹⁶ 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 7 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.

7202

Or. Brown Price }
vs
J. N. Ackerman }

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiffs by H. F. Guerin Attorney, and thereupon came R. L. Woodburn one of the Attorneys of Record of this Court; 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 \$1349¹⁴.

It is therefore considered that said plaintiffs do recover of said defendant the sum of \$1349¹⁴ 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 7 per cent. per annum, And by virtue of said Warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Tuesday Sept: 8th 1896.

7080

Anna B. Lowe }
vs
Levi Lowe }

Court of Common Pleas,
Union County, Ohio.

7171

This day this cause came on to be heard on the petition of the plaintiff, the defendant being in default, and the Court having first heard the testimony, and being fully advised in the premises, and the Court on consideration thereof do find for the plaintiff, that at the time of filing the petition 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 adduced 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 as prayed for.

It is therefore ordered and adjudged by the Court that the marriage relation heretofore existing between the said Anna B. Lowe and Levi Lowe be, and the same is hereby dissolved, and both parties released from the obligation thereof.

7151

It is further ordered and decreed by the Court that said defendant pay said plaintiff the sum of Seventy Five Dollars as alimony in this case, and that said plaintiff release all notes or obligations held by her against him as null or any other evidence of indebtedness, to which said plaintiff agrees in open Court.

And it is further ordered adjudged and decreed by said Court that all rights or contingent rights of dower of said defendant in the 60 acres of land now occupied by the plaintiff are hereby forever released and decreed to said plaintiff, and that said defendant hereby in open Court agrees to and consents and hereby releases all dower in said premises.

7063

And it is further ordered and adjudged by the Court that said plaintiff herein release all right or contingent right of dower in the following described real estate belonging to said defendant:

Part of Survey No. 1307 Commencing at a stone being a north East corner of the town of Watkins, thence with the East line of said town S. 60° E. 13 poles to a stone in the center of the Mansville and Watkins Gravel Road and in the south line of said survey; Thence N. 5 1/4° West- 13 poles to a survey line N. 80° E. 9 1/4 poles to a stone; Thence N. 5 1/4° West- 13 poles to a stone; Thence 85 1/2° W. 9 1/4 poles to the place of beginning containing 1/4 of an acre, the East half of the above described is hereby conveyed to the same more or less but subject to all legal highways.

And further said plaintiff in open Court agrees to and does hereby release her contingent dower in the foregoing and above described premises.

Said plaintiff in open Court hereby agrees to release and does release all of her right of dower in any land or real estate owned by said defendant in Union County Ohio.

The Court further orders adjudges and decrees that the plaintiff pay the costs of this case herein taxed at \$9.72.

Tuesday Sept. 8th 1896.

7171

Thomas Stillings }
 vs }
 Edward P. Foughtin et al }
 Court of Common Pleas
 Union County, Ohio.

Now come the plaintiff herein, and the defendant being in default for Answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and find that the said defendants are indebted to him in the sum of Four Hundred & Ninety Six Dollars.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of \$ 496⁵², with interest thereon at 8 per cent from Sept. 7th 1896, the first day of this term of Court, and his costs herein expended taxed to \$

7151

Frank A. Reed }
 vs }
 William A. Sidbottom }
 Court of Common Pleas
 Union County, Ohio.
 Sept. 9th 1896.

This day this case came on, on motion of defendant to strike plaintiffs petition from the files on the ground that plaintiffs petition was not verified; the motion submitted without argument; after due deliberation the Court overruled plaintiffs motion. To which ruling and decision the defendant then excepted. Leave granted to file Answer by Sept. 12th 1896.

By us J. W. R. Atty. for Deft.
 F. W. Reed for Plff.

7063

John J. Ramage }
 vs }
 The Travelers Insurance Company }
 Court of Common Pleas,
 Union County, Ohio.

This day this cause came on for hearing on the motion of defendant for additional time to file Answer in said case.

The Court thereupon granted said defendant ten days from the first day of this term to file Answer.

The Court then set said case down for trial on Monday Sept. 28th 1896.

Defendant gave notice of its intention to file motion for a continuance of said case to the next term of this Court.

Tuesday Sept: 8th 1896.

7054

John J. Ramage
vs
The Aetna Life
Insurance Company

Court of Common Pleas,
Union County, Ohio,

This day this cause came on for hearing on the motion of the defendant for additional time to file answer; whereupon the Court granted the defendant ten days additional time from the first day of this term in which to answer.

The Court then set the trial of said case for Monday Sept: 28th 1896.

The defendant gave notice of motion for continuance to the next term of Court.

7010

Samantha Richie,
vs
Oliver P. Smart et al

Court of Common Pleas,
Union County, Ohio.

7139

It appearing to the Court that the defendants, Freddie W. Kergan, Mary Smart, Ina Whitrick and Mary Whitrick are minors under the age of fourteen years, and have been duly and legally served with summons herein, and that Melvin Smart, Maud Smart, Mable Smart and Ashton Smart are minors over fourteen years of age, and have been legally served with summons herein, and that more than twenty days from the return of summons served upon said minors has elapsed and that none of said minors have applied to this Court for the appointment of a guardian ad litem, an motion of plaintiff Joseph M. Kennedy is hereby appointed guardian for the suit for said minor defendants.

6798

And now comes the said Joseph M. Kennedy and in open Court accepts said appointment.

6997

Isabella Brown
vs
Cassius L. Calkin et al

Court of Common Pleas
Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendant, Cassius L. Calkin, has been duly served with summons in this case, that the defendants B. C. Bales and C. E. Cole, have duly waived the issuing and service of summons and have voluntarily entered their appearance herein, and that all of said defendants are in default for answer or demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant Cassius L. Calkin on the promissory note set forth in the petition and the interest coupon note, with interest to the first day of this term, the sum of Six Hundred and Thirty-one & 99/100 Dollars.

The Court further find that in order to secure the payment of said notes, the defendant Cassius L. Calkin, an unmarried man, executed and delivered to plaintiff his certain mortgage as in the petition described, and on the premises herein described; that said mortgage was duly recorded in book 35, pages 80 & 81 of the records of mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant, Cassius L. Calkin, the said sum of \$ 631⁹⁹/₁₀₀ and her costs herein expended. And it is further adjudged and decreed that unless said

Cassius L. Balkin 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 or found due as aforesaid, with interest from the first day of this term, at 8 per cent. 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.

And as to the claim of other defendants, the case is continued.

7139
Joseph M. Kennedy Adm. of
John H. Rice, deceased.
vs
The N. & P. Railroad Company.

Court of Common Pleas
Union County, Ohio.

This day came this cause on to be heard upon the motion of defendants to require the plaintiff to make his petition more definite and certain as in said motion stated.

On consideration whereof the Court being fully advised in the premises overrules said motion, to which ruling the defendant excepts.

By us & Agents
Atty for Deft

6798
S. B. Woodburn
vs
Alice M. Houston

Court of Common Pleas
Union County, Ohio.

This day this cause is dismissed by the plaintiff. The judgment before the Justice of the Peace is vacated and set aside by order of the Court.

The plaintiff to pay the costs except ten dollars thereof which the defendant agrees to pay.

It is therefore considered that the parties pay the costs accordingly, or in default that execution is awarded therefor.

No final Record to be made.

Robinson & Woodburn
Porter & Porter

Tuesday Sept. 8th 1896Charles S. Chapman et al
Admors, &c.Court of Common Pleas
Union County, Ohio.

7120

vs
George Dorius et al

Now comes plaintiffs, by their attorney, and all the defendants being in default for answer and demurrer, the Court finds the allegations of the petition are confessed by them to be true, and that there is due to said plaintiffs from said George Dorius, on account of the materials furnished, as set forth in the petition, the sum of \$46²⁶ with interest from the first day of this term, and that the same is a lien on the premises described in the petition, by reason of the Mechanic's lien therein described, and recorded in book 3, page 202, of the Union County records of liens; and that plaintiffs are entitled to have said lien enforced.

It is therefore adjudged and decreed that unless the defendant, George Dorius, 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, an order may issue to the Sheriff of Union County, Ohio, commanding him to sell said premises, as upon execution, and of his proceedings in the premises to make due return to this Court.

Daniel Mercer

Court of Common Pleas

7014

vs

Adam Newhouse et al

Union County, Ohio.

On Motion to the Court by J. L. Jolliff Attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and sale of the premises by him made in pursuance of a former order of the Court, and the same being examined and found by the Court in all respects in due form of law, it is ordered by the Court that said proceedings and sale be, and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to said purchaser Margaret B. Wright upon full compliance by her with the terms of such sale a deed in fee simple for the said lands and tenements, by him sold as aforesaid.

It is further ordered by the Court that the Sheriff out of the proceeds of sale pay, first to the Treasurer of Union County Thirty Four and No Dollars, being the taxes and penalty due on said premises. Second. pay to the Clerk of this Court, the costs of this action including Seven and No Dollars paid by plaintiff for certified copies of deeds and one Affidavit, and also including a Counsel fee of Forty Four (\$44⁰⁰) dollars to J. L. Jolliff for his services herein.

Third. That there be paid out of the money arising from said sale in the following proportions to wit:

Daniel Mercer $\frac{3}{8}$, Adam Newhouse $\frac{1}{8}$, George T. Thompson $\frac{1}{2}$, Mary L. Gleason $\frac{1}{2}$, Rachel A. Hershfield $\frac{1}{2}$, Cynthia C. Miller $\frac{1}{2}$.

Fourth. That out of $\frac{3}{8}$ of balance of proceeds of sale be pay to Millard F. Langstaff Assignee of John C. Newhouse the amount of \$374⁴⁵ found due him by the Court upon his Mortgage Claim herein, and that the Sheriff distribute the residue of the first payment as follows.

To Daniel Mercer $\frac{3}{8}$ being \$
 " Adam Newhouse $\frac{1}{8}$ being \$ 24.41⁷⁵.
 " George T. Thompson $\frac{1}{2}$ being \$ 16.27³⁴.
 " Mary L. Gleason $\frac{1}{2}$ being \$ 32.65¹²

Tuesday Sept. 8th 1896

To Rachel A. Harshfield 1/2 being \$16.27 3/4,
" Cynthia C. Miller 1/2 being \$32.55 1/2

That he distribute the residue as follows and take notes with interest from day of sale, the same to be secured by first Mortgage on the premises sold

To Daniel Mercer \$ in one year and \$ in two years.
" Adam Newhouse \$47 25 in one year, and \$47 25 in two years.
" George T. Thompson \$31 50 in one year, and \$31 50 in two years.
" Mary L. Gleason \$63 00 in one year, and \$63 00 in two years,
" Rachel A. Harshfield \$31 50 in one year, and \$31 50 in two years,
" Cynthia C. Miller \$63 00 in one year, and \$63 00 in two years,

It is further ordered that a writ of restitution issue to said Sheriff of Union County, commanding him to put said purchaser Margaret B. Wright in possession of said premises.

Daniel Mercer } Cause of Common Pleas,
v.s } Union County, Ohio.
Adam Newhouse }

7025

On Motion to the Court by J. L. Joliff, Attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and sale of the premises by him made in pursuance of a former order of the Court, and the same being examined and found by the Court in all respects in due form of law, it is ordered by the Court that said proceedings and sale be, and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to said purchaser Margaret B. Wright upon full compliance by her with the terms of such sale, a deed in fee simple for the said lands and tenements by him sold as aforesaid.

It is further ordered by the Court that the Sheriff out of the proceeds of sale pay:
First: To the Treasurer of Union County, Two & 9/100 Dollars, being the taxes and penalties due on said premises:

Second: Pay to the Clerk of this Court the costs of this action including there & 2/100 Dollars for certified Copies of deeds, and for three affidavits, and also including a Counsel fee of Twenty Five Dollars to J. L. Joliff for his services herein.

Third: That there be paid out of the money arising from said sale in the following proportions to-wit: Daniel Mercer 1/2 - Adam Newhouse 1/2.

Fourth: That out of 1/2 of balance of proceeds of sale he pay to Willard F. Langstaff assignee of John C. Newhouse the amount of \$374 48 found due him by the Court upon his Mortgage claim herein less any amount formerly paid said assignee out of the funds in his hands arising from the sale of lands covered by said Mortgage claim of said Willard F. Langstaff assignee of said John C. Newhouse, and that the Sheriff distribute the residue of the first payment as follows:

To Daniel Mercer 1/2 being \$
" Adam Newhouse 1/2 being \$

That he distribute the residue as follows, and take notes with interest from day of sale the same to be secured by first Mortgage on the premises sold.

To Daniel Mercer \$ in one year and \$ in two years,
" Adam Newhouse \$ in one year and \$ in two years, It is further ordered that a writ of restitution issue to said Sheriff of Union County commanding him to put said purchaser Margaret B. Wright in possession of said premises.

Clerk:

Issue Special Verdict for Peter Shitzer to same as Petit Juror.
John A. Price.
Judge.

Tuesday Sept. 8th 1896.

Charles S. Chapman,
Admors. &c.

Court of Common Pleas,
Union County, Ohio.

7182

vs

J. W. Bellis et al

Now come plaintiff by their Attorney, and all the defendants except J. W. Bellis, 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 there is due to said defendants, from the said J. W. Bellis, on account of the materials furnished, as set forth in the petition, the sum of \$54²⁵, with interest from the first day of this term, and that the same is a lien on both the premises described in the petition and also upon the dwelling mentioned in said petition, by reason of the Mechanic's lien therein described, and recorded in book 3, page 221, of the Union County records of liens; and plaintiffs are entitled to have said lien enforced:

It is further adjudged and decreed that unless the defendants shall within five days from the entry of this decree pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiffs herein the sum so found due as aforesaid, an order may issue to the Sheriff of Union County, Ohio, commanding him to sell said dwelling house and the premises last described in the petition as upon execution, and of his proceedings in the premises to make due return to this Court.

Mary Elizabeth Griffin

Court of Common Pleas,
Union County, Ohio,

7074

vs

Lawrence Griffin

This cause came on this day to be heard on the petition and the evidence, and on consideration thereof, the Court find that the plaintiff at the time of filing her petition, had been a bonafide resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of adultery and extreme cruelty as stated 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 Mary Elizabeth Griffin and Lawrence Griffin 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 be, until further order, confided to the said Mary Elizabeth Griffin exclusively, and the said defendant Lawrence Griffin is hereby enjoined from interfering in any manner with either of said children, or with the plaintiff in her custody of them.

It is hereby ordered that the defendant have the privilege of visiting said children at all reasonable times until further order of the Court.

It is further ordered and adjudged that the said plaintiff have and possess as and for her alimony all the property real and personal as set up and described in her said petition.

It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended, and execution is awarded therefor.

Howard C. Black and Bowditch
Attys for Plaintiff.

Tuesday Sept: 8th 1896.

Special Verdict

The State of Ohio, Union County ss:

To William G. Snodgrass Sheriff of said County, Greeting:

We command you that you summon the following named persons, to wit:

Name	Township
Peter Schirtzer	Washington

to be and appear before our Court of Common Pleas of said County of Union, at the Court House in Marysville, on the 7th day of September in the year of our Lord one thousand eight hundred and ninety six at 9 O'clock A. M. and so from day to day until discharged, then and there to serve as Petit Juror in and for the said County; and have them and there this writ:

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, at Marysville, this 7th day of September A.D. 1896,

J. V. Gurnee Clerk,
Court of Common Pleas Union County, Ohio.

Sept. 7th A.D. 1896.

The following named juror was summoned by me, as within required, on the days and in the manner hereinafter specified.

Name	Township	When Served	How Served
Peter Schirtzer	Washington	Sept: 7 th 1896.	Personally.

Sheriff's Fee, Copy 10, Mileage \$2.50, Service 10, Total, \$276.

Wm. G. Snodgrass Sheriff,
Union County, Ohio.

Dora B. Miller }
vs } Court of Common Pleas,
Emma Bower } Union County, Ohio.

This 8th day of September, 1896, came both parties herein, by their attorneys, in open Court and agreed that this action be dismissed and settled at defendant's costs.

It is therefore considered and adjudged that this action be dismissed and that plaintiff recover from defendant her costs herein expended taxed at \$

Approved.
L. Ripper, Sty for Dept.

Tuesday Sept. 8th 1896.

H. H. Smith

Court of Common Pleas,
Union County, Ohio.

7158

vs

Nancy C. Severe et al.

This cause now coming on for hearing on the petition of the plaintiff, and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are all in default for answer or demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendants, Nancy C. Severe and Jefferson W. Severe, on the promissory note set forth in the petition, with interest to the first day of this term the sum of Nine Hundred and Thirty two & 69/100 (\$932⁶⁹/₁₀₀) Dollars.

The Court further find that in order to secure the payment of said note, the defendants, Nancy C. Severe and Jefferson W. Severe, her husband, 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 31, pages 327 & seq. of the records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, that the conditions in said mortgage have been broken and that said note and mortgage have been duly assigned to plaintiff.

It is therefore considered by the Court that the plaintiff recover from the defendants Nancy C. Severe and Jefferson W. Severe the said sum of \$932⁶⁹/₁₀₀, and his costs herein expended.

And it is further adjudged and decreed that unless said last named 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 of this case, and to the plaintiff herein the sum or sums due as aforesaid, with interest from the first day of this term, at eight per cent upon \$892⁶⁹/₁₀₀ thereof, and at six per cent, upon the remainder, 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 orders.

Lillian A. Lacy

Court of Common Pleas,
Union County, Ohio.

7119

vs

John W. Baughman et al.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that all the defendants except Joseph J. Dickinson, have been served with summons in this case, that the said Joseph J. Dickinson has duly waived the issuing and service of summons and voluntarily entered his appearance herein; that all of the defendants are in default for answer or demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant John W. Baughman and Blanche Baughman on the principal note and interest Coupon note set forth in the petition, with interest from this date - viz Sept. 8th 1896. the sum of Five Hundred and Sixty Three & 07/100 Dollars.

The Court further find that in order to secure the payment of said note, including interest and Attorneys fees, the defendants John W. Baughman and Blanche Baughman 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 38, page 78 of the records of Mortgages of Union County, Ohio, and is a good and valid lien

6904

Tuesday Sept. 8th 1896.

on the premises described in the petition; that the conditions in said mortgage have been broken, and that said note and mortgage have been duly assigned to plaintiff.

It is therefore adjudged and decreed that unless the defendants John W. Baughman and Blanch Baughman 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 8th day of September, 1896, at 8% on \$538⁰⁵ and at 6% from the same date upon the remainder, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order 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.

6904 Martha J. Miller
vs
Martin Preis

Court of Common Pleas
Union County, Ohio.

It is ordered by the Court that this case be left off the docket.

Thereupon Court adjourned until 8³⁰ o'clock tomorrow morning.

Wednesday September 9th 1896.

Court convened at 8³⁰ o'clock A. M. pursuant to adjournment -

Present.

Thos. John D. Price

Judge.

7204

7064

Haymond Ingram vs John Brown et al

Court of Common Pleas Union County, Ohio

This day again came the parties by their attorneys; also came the said jury heretofore impaneled and sworn herein; and the trial proceeded, and after hearing the further evidence adduced, the hour for adjournment having arrived, this case was continued until 8³⁰ o'clock tomorrow morning.

7125

Frank L. Kyrtle et al vs John M. Ruckel et al

Court of Common Pleas, Union County, Ohio.

This day came the plaintiff by his attorney - the defendants being in default for answer and demurrer - and submitted this cause to the Court upon the petition of plaintiff and the evidence, and the Court being fully advised in the premises find that defendants doth owe the plaintiff the sum of One hundred and twenty eight & 89/100 dollars (\$128.86) at the plaintiff hath claimed in his petition.

It is therefore considered and adjudged that the plaintiff as such Administrator recover of the defendants said sum of One hundred and twenty eight & 89/100 dollars so found plaintiffs due as aforesaid, and also his costs herein taxed at \$ the judgment to draw interest from September 9th 1896,

714

7064

Haymond Ingram vs John Brown et al

Court of Common Pleas Union County, Ohio

This day came the parties herein by their attorneys; also came the following named persons as jurors to-wit: William L. Cartmell George Stephens, R. L. Stimml Albert Bonnett Joseph Powell J. P. Finny, William F. Marsh David H. Hordington Peter Schirzger Henry Stalder, D. H. Henderson B. F. Burn who were duly impaneled and sworn according to law, and thereupon the case came on for hearing on the pleadings and the evidence, and the said jury having heard the evidence adduced in part, the hour of adjournment having arrived this case was continued until 8³⁰ o'clock tomorrow morning.

Wednesday Sept. 9th 1896.

7204

Chas. W. Lanster }
 vs }
 J. W. Myers. }
 Court of Common Pleas,
 Union County, Ohio.

This day came the plaintiff, by his attorney; also appeared in open court; for and on behalf of said defendant, James A. Ador an attorney at law of this Court; and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant; entered the appearance of said defendant; and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant; and in favor of said plaintiff, for Two Hundred and Nine Dollars and Thirty three cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Two Hundred Nine Dollars and Thirty three cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 1st day of February A.D. 1896; and also his costs herein expended, taxed at \$

7142

Thomas J. Cartmell }
 vs }
 The Cleveland Cincinnati }
 Chicago & St. Louis Ry. Co. }
 Court of Common Pleas
 Union County Ohio.

This day this cause is dismissed by plaintiff's attorney without record.

Therefore Court adjourned until 8^o O'clock tomorrow.

Thursday Sept. 10th 1896

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment,
 Present, Hon. John A. Rice
 Judge.

7098

7064
 Raymond Ingram }
 vs }
 John Brown et al }

Court of Common Pleas
 Union County, Ohio.

This day again came the parties by their attorneys; also came the said jury heretofore impaneled and sworn herein; and the trial proceeded, and after hearing the further evidence adduced, the hour for adjournment having arrived, this case was continued until 8³⁰ O'clock tomorrow morning.

7205
 Hubert J. Roney }
 vs }
 Annie Roney }

Court of Common Pleas,
 Union County, Ohio.

This day came the plaintiff, by his attorney; also appeared in open Court, for and on behalf of said defendant J. L. Cameron an attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in this cause, shown to have been duly executed by said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Thousand and Eighty Dollars, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released & waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Thousand and Eighty Dollars, being the amount of said note with interest computed at 6 per cent. per annum, from the first day of Sept. A.D. 1896; and also costs herein expended, taxed at \$

7185
 Martha V. Smith }
 vs }
 Marion R. Smith }

Court of Common Pleas
 Union County, Ohio.

This day came the plaintiff by her attorneys, and the defendant having been duly served with summons and copy of the petition, and having failed to appear, or to answer or demur to the petition, the Court find the allegations of the petition to be true, and that from the evidence adduced the defendant has been guilty as charged of gross neglect of duty and extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered, adjudged and decreed by the Court that marriage contract heretofore existing between the said Martha V. Smith, and Marion R. Smith be, and the same is hereby dissolved, annulled, and both parties are released from the obligations of the same.

And it is further ordered and decreed that the plaintiff be and she is hereby restored to her maiden name of Martha V. McManis.

It is further considered and adjudged that the defendant pay the costs herein made taxed at \$

Thursday Sept. 10th 1896.

Sarah S. Penny

Court of Common Pleas,
Union County, Ohio.

7098

vs
John Hayes if living,
but if dead, then his heirs
and legal representatives

This cause coming on for hearing, was submitted to the Court upon the pleadings and evidence;

On consideration whereof, the Court find on the issue joined 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 she has the legal estate in, and is entitled to 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 her title and possession quieted as against each and every one of said defendants, as prayed for in petition.

It is therefore ordered and adjudged and decreed that the title and possession of said Sarah S. Penny to all and singular the premises in the petition described, to-wit, Situate in the County of Union, State of Ohio, and Village of Richmond and being (S. D) twenty feet in width off of the north side of In lot No (62) Sixty two as platted and recorded in the Union County Records of Plato at the Records office 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 said defendants and each and every one of them, and all persons claiming under them are hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of the said Sarah S. Penny interest or in any manner interfering with her use and enjoyment of the same.

Thursday Sept. 10th 1896The Phelps and Bigelow
Wind Mill CompanyCourt of Common Pleas,
Union County, Ohio.

6179

Edward Houghton &
Jennette Houghton

This day came the plaintiff by its attorneys, and the defendants being in default for answer and demurrer to the original petition, and to the supplemental petition, and neither party requiring a jury, this cause is submitted to the Court, and the Court after hearing the testimony, find the allegations of the petition, and of the supplemental petition to be true, and that the terms of the settlement as set up in the supplemental petition have not been complied with by the said Edward Houghton in any particular, and that the said Jennette Houghton is consequently liable upon her said guaranty.

And the Court further find that after deducting the value of said tanks mentioned in said supplemental petition there is due the plaintiff from the said Edward Houghton, and the said Jennette Houghton, as claimed in said petition and supplemental petition the sum of Two Hundred and Four & 49/100 Dollars (\$204.49).

It is therefore considered and adjudged that the plaintiff recover against said Edward Houghton and Jennette Houghton the said sum of Two Hundred and Four & 49/100 Dollars. the same to draw 8 per cent interest from September 9th, 1896, and also its costs in this behalf expended taxed at \$

The Court adjourned until 8.30 O'clock tomorrow morning.

Friday Sept. 11th 1896.

Court convened at 8³⁰ O'clock A. M. pursuant to adjournment.

Present Hon. John A. Price,
Judge.

7064 } *Haymond Ingram* } Court of Common Pleas,
 } vs } Union County, Ohio.
John Brown et al }

This day again came the parties by their attorneys; also came the said jury heretofore sworn and empanelled herein, and the trial proceeded, and after hearing the remaining evidence adduced, the hour for adjournment having arrived, this case was continued until 8³⁰ O'clock tomorrow morning.

7140 } *Ornis H. Hill* } Court of Common Pleas
 } vs } Union County, Ohio.
Abraham Hines et al }

This day this case is dismissed by J. T. Miller Atty. for plaintiff at plaintiffs costs.

Friday Sept. 11th 1896.

M. W. Shipley et al
vs
Alex. Cameron et al

Court of Common Pleas
Linn County, Ohio.

This cause came on to be heard this 11th day of September, 1896, upon the petition, the information attached thereto, and the affidavits of the applicants filed therewith; and upon due consideration, the Court find that due notice by publication has been given to all parties interested as required by law, and that each and all such parties have failed to show cause why incorporation, The Richmond Co-operative Dairy Association Company, should not be dissolved.

The Court, after hearing statement of plaintiffs' Counsel and evidence in support thereof, further find that the facts stated in the petition herein are true, and that a dissolution of said corporation will be beneficial to the stockholders thereof, and not injurious to the public interest.

It is therefore considered and adjudged that said corporation, The Richmond Co-operative Dairy Association Company, be, and the same hereby is, excluded from hereafter exercising any corporate rights, privileges, or franchises under the articles of incorporation thereof, and that said corporation be, and it hereby is, dissolved.

It is further ordered that Milton W. Shipley be, and he hereby is, appointed receiver of the estate and effects of said corporation for the benefit of its creditors and stockholders, with full power to sell and convert into money the entire estate thereof, both real and personal, to collect all claims due or to become due to said corporation, to pay all debts due or to become due therefrom, to fully settle all the affairs of said corporation, and to distribute among the stockholders thereof in proportion to their respective shares the moneys if any remaining in his hands.

And it is ordered that said receiver before entering upon the duties of his said office, give bond in the sum of twenty-two hundred dollars, conditioned according to law, with sureties to the approval of this Court.

And now thereupon came the said Milton W. Shipley, and presented his bond as aforesaid, with John Blair and Jacob L. Horn as sureties, to the approval of the Court.

It is thereupon further ordered that Uriah Cahill A. W. Merritt and Elias Kyle disinterested freeholders, be, and hereby are, appointed as appraisers of said estate, both real and personal; and said receiver is hereby ordered to proceed to have the same duly inventoried, and to report his proceedings to this Court for confirmation and further order.

Approved.

John A. Price, Judge of said Court.

Thereupon Court adjourned until 8^o o'clock tomorrow morning.

Saturday Sept. 12th 1896.

H. Court convened at 8³⁰ o'clock A.M. pursuant to adjournment.
Present Hon John A. Price
Judge.

7064
Haymond Ingram } Court of Common Pleas,
vs } Union County, Ohio.
John Brown et al }

This day again came the parties by their Attorneys; also came the said jury heretofore empanelled and sworn herein, and the trial proceeded, and after hearing the arguments of Counsel in part, the hour for adjournment having arrived this case was continued until 10 O'clock Monday morning September 14th 1896.

Saturday Sept. 12th 1896.

Carrie A. Harriott,

7089

vs

Wm B. Harriott

Court of Common Pleas,
Union County, Ohio.

And now comes the said plaintiff, by Ayers & Ayers
attorneys and the defendant having been legally summoned by publication,
the Court find that the allegations thereof are confessed by him to be true.

7157

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

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

7121

It is further ordered and adjudged by the Court, that the marriage contract
heretofore existing between the said Carrie A. Harriott and Wm B. Harriott be, and
the same is hereby dissolved, and both parties are released from the obligations of
the same.

It is further ordered that the custody, care, education and control of the
said children, to-wit: Arnold Harriott and May Harriott of the said parties hereto
be, until the further order, confided to the said Carrie A. Harriott, and the said
Wm B. Harriott may visit the said children at proper intervals.

It is further considered by the Court that the said Carrie A. Harriott,
pay the costs of this prosecution.

Whereupon Court adjourned until 10 o'clock Monday morning Sept. 14th 1896.

Monday Sept. 14th 1896.

Court convened at 10 o'clock A. M. pursuant to adjournment.
Present Hon. John A. Price

Judge.

7151 } Frank A. Reed }
vs } Court of Common Pleas }
William A. Sidbottom } Union County, Ohio.

This day this cause came on for hearing on defendant's motion to rule plaintiff to secure costs, after argument by counsel, the Court overruled defendant's motion.

7121 } Levi H. Holt }
vs } Court of Common Pleas }
Lorina P. Holt } Union County, Ohio.

And now comes the said plaintiff, by Thomas Reed Attorney, and the defendant having been duly served with summons and a copy of the petition herein, the Court find that the allegations thereof are confessed by her to be true.

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

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross negligence in her duties as a wife, and by reason thereof he is entitled to a divorce as prayed for in his petition.

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Levi H. Holt and Lorina P. Holt be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

And it is further ordered by the Court that the defendant Lorina P. Holt be barred from any right title or interest in or to any of plaintiff's real estate or chattel property.

It is further considered by the Court that the said plaintiff pay the costs of this prosecution.

Monday Sept-14th 1896.

7064 } *Haymond Ingram* } Court of Common Pleas,
 vs } } Union County, Ohio.
 } *John Brown et al* }

This day again came the said parties, by their attorneys, and it appearing that Henry Stalder, one of the jurors, is unable by reason of sickness, further to attend this trial, the Court therefore discharge the said jury without day; and the case is continued.

7010

7155 } *S. A. Cherry* } Court of Common Pleas,
 vs } } Union County, Ohio.
 } *C. L. Lease et al* }

This day this cause came on for hearing on the petition and the evidence, the defendant being in default for answer and demurrer, the Court find the allegations of the petition are confessed to be true, and that there is due from the defendants to the plaintiff on the note set forth in plaintiffs petition herein, the sum of Four Hundred and Sixty & ³²/₁₀₀ Dollars with six per cent. interest from September 7th 1896.

It is therefore considered and adjudged by the Court that the plaintiff recover of said defendants the said sum of Four Hundred and Sixty & ³²/₁₀₀ Dollars, with six per cent. interest thereon from September 7th, 1896, and his costs herein taxed at \$, and execution is awarded therefor.

Whereupon Court adjourned until 8³⁰ O'clock tomorrow morning

Tuesday Sept. 15th 1896

Court convened at 8th O'clock A. M. pursuant to adjournment.

Present Hon John A. Price

Judges.

7010 Samantha Ritchie
vs
Oliver P Smart et al

Court of Common Pleas
Union County, Ohio.

This day came the parties herein, by their attorneys; also came the following named persons as jurors, to wit: George Stephens, William F. Marsh, David A. Herrington, Joseph Powell, J. R. King, D. H. Henderson, B. F. Burn, Peter Shirk, George Burns, Elbert Bonnett, William L. Cartmell, James Shirk who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

And after hearing the evidence, argument, and charge of the Court, the jury retired to their room, in charge of the Sheriff, for deliberation.

And now comes said jury into open Court with their verdict in writing, signed by their foreman, and say:

That 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 9th day of July 1895, purporting to be the last will and testament and codicil of John S. Smart, deceased, is not the valid last will and testament and codicil of the said John S. Smart, deceased.

David A. Herrington Foreman.

Tuesday Sept. 15th 1896.

7010

Samantha Ritchie }
vs }
Oliver R. Smart - et al }
Court of Common Pleas,
Union County, Ohio.

7160

It appearing to the Court that the plaintiff in this case seeks to set aside a certain paper writing purporting to be the last will and testament of John S. Smart, late of the County of Union, deceased, which has been admitted to probate, according to the statute in such cases made and provided, and no issue being made up by the pleadings, it is now ordered that the validity of said will be, and it hereby is, put in issue between the parties, and that it be ascertained by the verdict of the jury whether said writing is the last will and testament of said John S. Smart or not.

6947

Levi Bechtel }
vs }
James Spicer }
Court of Common Pleas
Union County, Ohio.

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

George Stephens, William F. Marsh, David H. Herrington, Joseph Powell,
J. R. King, D. H. Henderson, B. F. Burn R. L. Stimmer,
George Burns, Elbert Bonnett, William M. Cartmell Ray G. Morse.

Who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and the evidence, and the said jury having heard the evidence adduced in part, the hour of adjournment having arrived, this case was continued until 8^o o'clock tomorrow morning.

7015

C. J. Monroe }
vs }
Tillie Cahill }
Court of Common Pleas,
Union County, Ohio.

This 15th day of September, 1896, both parties hereto appeared in open court and agreed that this action on account of ten dollars heretofore paid plaintiff by defendant be dismissed and settled at defendant's costs.

It is therefore considered and adjudged that plaintiff recover from defendant his costs herein expended taxed at \$ including the costs assessed against him by the judgment of the Justice of the Peace herein appealed from, and that this action be dismissed without record.

J. F. Miller Atty for Plf.
W. T. Hoopes Atty for Def.

7117

Emma Bowers }
vs }
Catherine Livingston }
Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff, by her attorney and the defendant being in default for answer and demurrer, the Court find that she is indebted to the plaintiff in the sum of two hundred and forty & 37/100 (\$240³⁷/₁₀₀).

It is therefore considered by the Court that the said plaintiff, Emma Bower recover from the defendant Catherine Livingston the said sum of two hundred and forty & 37/100 dollars and her costs herein expended

Approved

J. F. Miller Atty for Def.

Tuesday Sept. 15th 1896.

7160

Lee Lawrence Adm^r

vs

Lycurgus Ross

Court of Common Pleas,
Union County Ohio.

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.

The Court also find that there is due from this defendant to said plaintiff, with interest to the first day of this term the sum of \$568⁷⁴ being the balance of unpaid purchase money upon the premises described in the petition to wit:

Situate in the County of Union, State of Ohio, and Village of Richmond, and being all of Lot Number Two Hundred and Fifty Two in H. J. Merriette's first addition to the said Village of Richmond, O. and that said plaintiff has a vendor lien thereon for the same, which is the first and best lien on said premises, and that he is entitled to have the same sold for the payment and satisfaction of said lien.

It is therefore ordered, adjudged, and decreed, that unless said Lycurgus Ross, or some one in his behalf, shall within five days from the entry of this decree pay to the said Lee Lawrence Adm^r or her Attorney the said sum of \$568⁷⁴ with interest from the first day of this term, and to the Clerk of this Court the costs of this proceedings, said premises shall be sold as upon execution, and an order shall issue therefor to the Sheriff of Union County, and that said Sheriff bring the proceeds of said sale into Court for further Order.

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning.

Wednesday Sept. 16th 1896.

Court convened at 8^o O'clock A.M. pursuant to adjournment:

Present Hon. John A. Rice
Judge.

6947 Levi Bechtel }
vs }
James Spicer }
Court of Common Pleas,
Union County, Ohio.

6947

This day again came the parties herein by their Attorneys: also came the said jury heretofore impanelled and sworn herein, and the trial proceeded, and the said jury having heard the evidence adduced in part, the hour of adjournment having arrived, this case was continued until 8^o O'clock tomorrow morning.

7211 The Union Banking Co. }
vs }
Elizabeth String et al }
Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff by J.H. Linkade Attorney, and filed its petition against said defendants, and thereupon Richard L. Cannon an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as 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 indebtedness, the sum of One hundred sixty six & 67/100 dollars, bearing interest at 8 per cent. 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 The Union Banking Company plaintiff do recover of the said Elizabeth String and George Krenbaum defendants the sum of One hundred sixty six & 67/100 dollars, so confessed as aforesaid, with interest from September 7th 1896, at 8 per cent. per annum and also costs in its 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.

Whereupon Court adjourned until 8^o O'clock tomorrow morning.

Thursday Sept. 17th 1896

Court convened at 8³⁰ O'clock A. M. pursuant to adjournment.

Present, Hon. John A. Cain,

Judge.

6947 Levi Bechtel
vs
James Spicer

Court of Common Pleas
Union County, Ohio.

This day again came the parties by their attorneys; also came the said jury heretofore impaneled and sworn herein, the trial proceeded, and after hearing the remaining evidence adduced, the hour for adjournment having arrived, this case was continued until 8³⁰ O'clock tomorrow morning.

Thursday Sept-17th 1896.

Lieurgus R. Livingston

Court of Common Pleas,
Knox County, Ohio.

7157

vs
Mary M. Livingston

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

That the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of this county of Knox, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of willful absence and desertion without a cause for the three years previous to the filing of this said petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is further ordered and adjudged by the Court that the marriage contract heretofore existing between the said Lieurgus R. Livingston and Mary M. Livingston be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

Thursday Sept. 17th 1896.

Ada Taylor }
J. H. McHenry }

Court of Common Pleas
Greene County, Ohio.

The plaintiff coming into Court for plea to the charge made against him in this action said that he is not guilty and the Court order the issue to be tried by a jury.

Therefore Court adjourned until 8^o o'clock tomorrow morning

Friday Sept: 18th 1896Court convened at 8³⁰ O'Clock P.M. pursuant to adjournment.

Present Hon John A. Case

Judge.

6947

Frank L. Keyserlee

Court of Common Pleas

Union County, Ohio

7104

Mary Keyserlee et al

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on 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 said Commissioners have made and returned their appraisment of said premises free from the dower of said Mary Keyserlee to wit: the first tract as described in plaintiffs petition including the one acre tract \$31⁰⁰ per acre, amount \$1591, the second tract or described, at \$25⁰⁰ per acre, amount \$1250; the third tract or described at \$300, total \$3441. and said Commissioners also appraised said premises subject to said dower at \$

7144

The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore appraise and confirm the same.

And the said Mary Keyserlee having by her answer waived her dower by metes and bounds of the land, and asked that in lieu thereof its value be paid to her in money, and that said premises be sold free from dower &c.

The Court find the just and reasonable value of her dower interest to be \$ and neither of said parties electing to take the said premises or any part thereof, at their appraised value, on motion of plaintiff it is ordered that said premises be sold at public Auction free from the dower estate of said Mary Keyserlee, and that an order of sale issue to the Sheriff of this County for that purpose, and that said sale or sales be made according to the statute in such case provided, and that said Sheriff return his proceedings under said order to this Court without unnecessary delay.

Friday Sept-18th 1896.

6947

Levi Bechtel
vs
James SpicerCourt of Common Pleas,
Union County, Ohio.

This day again came the parties herein, by their attorneys; also came the said jury, heretofore impaneled and sworn herein, and the trial proceeded, and after hearing the arguments of counsel, and charge of the Court; the jury retired to their room in charge of the Sheriff for deliberation.

7144

Charles W. Southard,
vs
Samuel Buffington et alCourt of Common Pleas,
Union County, Ohio.

On Motion to the Court by the plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and the same having been examined by the Court; and found in all respects correct; and in conformity to law, and the former order of this Court; the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said parties hold in severally the parts and premises so set off and assigned to each respectively.

And it is further ordered that the cost of this action including a Court fee of \$108⁰⁰ to Cameron & Cameron, Attorneys, for services herein taxed at \$154.87 be paid by the said parties in the following proportion to-wit: The plaintiff one third, and each defendant one third thereof, And Execution is awarded for the cost so taxed.

Thurspore Court adjourned until 8³⁰ O'clock tomorrow morning

Saturday Sept. 19th 1896.

Court convened at 8^o O'clock A. M. pursuant to adjournment,
Present Hon. John A. Price

Judge.

6980

Levi Bechtel,

vs

James Spicer

Court of Common Pleas
Union County, Ohio.

6947

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

George Stephens, William F. Marsh, David H. Herring, Jr., Joseph Powell,
J. R. King, D. H. Henderson, B. F. Beem, R. L. Stinson,
George Burns, Elbert Bonnett, William L. Carlisle, Ray G. Course.

who were duly impaneled and sworn according to law:

And now comes said jury into open Court with their verdict in writing, signed by their Foreman and say:

We, the jury, being duly impaneled, sworn and affirmed, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of Twenty Five Dollars.

Dated Sept. 19th 1896.

D. H. Henderson Foreman.

Saturday Sept. 19th 1896

6980

Anna Taylor Love, Atmt.
vs
Gary James.

Court of Common Pleas
Union County, Ohio.

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

J. R. King, D. A. Henderson, B. F. Baum, R. L. Stimmet,
George Barnes, Albert Bonnett, William L. Castine, Peter Shultz or
William F. Marsh, David A. Ferrington, Joseph Powell, Wm. J. Barbour.

Who were duly impaneled and sworn according to law, and thereupon the case
came on for hearing on the pleadings and evidence.

And after hearing the evidence, argument, and charge of the Court, the
jury retired to their room, in charge of the Sheriff, for deliberation.

And now comes said jury into open Court with their verdict in writing,
signed by their foreman, and say:

That the jury, being duly impaneled and sworn and affirmed, find the
issues in this case in favor of the Defendant.

D. A. Henderson Foreman.

Thereupon Court adjourned until 10^o o'clock Monday morning Sept. 21st 1896.

Monday Sept-21st 1896

Court commenced at 10³⁰ O'clock A.M. pursuant to adjournment.
Present Hon John A. Price, Judge.

7071

7123

Henry Bristley as next friend of Maude Hawser, }
vs }
William Hawser }
Court of Common Pleas,
Union County, Ohio

And now comes the said name Maude Hawser, by her next friend Henry Bristley, and the defendant having been duly served with summons and a copy of the petition herein, the Court find that the allegations thereof are confessed by him to be true.

The Court also find that the said Maude Hawser, 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.

7137

The Court further find, upon the evidence adduced, that the defendant has been guilty of Extreme Cruelty toward the said Maude Hawser, and by reason thereof she 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 Maude Hawser and William Hawser be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

6980

It is further ordered that the said Maude Hawser be, and she hereby is, restored to her maiden name of Maude Bristley.

7010

Samantha Richie }
vs }
Oliver P. Smart-deceased }
Court of Common Pleas,
Union County, Ohio

The jury at a former day of this Term of Court having rendered their verdict that the paper writing referred to in the petition and exhibited to them is not the last will and testament of John S. Smart deceased, and no motion for a new trial having been made.

It is therefore ordered by the Court considered and adjudged that the said paper writing is not the last will and testament of the said John S. Smart deceased.

It is further ordered that the costs of this proceeding be paid out of the estate of said John S. Smart, by his legal representatives.

6846

James Cutler }
vs }
S. Taylor Ed }
Samuel Cahill }
Court of Common Pleas,
Union County, Ohio

Now comes the plaintiff and the defendants and by agreement the defendants confessed in open Court that they are indebted to the plaintiff in the sum of Four Hundred Dollars, S. Taylor as principal and Samuel Cahill as surety, as claimed in the petition and the interest.

It is therefore considered by the Court that the plaintiff James Cutler recover of from the said S. Taylor as principal and Samuel Cahill as surety the sum of Four Hundred Dollars together with his costs taxed at \$

Monday Sept. 21, 1896.

7071

Gaar Scott & Co.
vs
Esau J. Sparks &
Luisa L. Sparks.

Court of Common Pleas,
Union County, Ohio.

This day on Motion of defendant this cause is passed over and delayed until the 3rd day of October, 1896, On the Motion and showing of defendant and at their costs,

It is therefore considered that plaintiff recover of defendant the costs of said delay taxed at \$

7137

Minnie Dill McQuinn
vs
Levi Beckler

Court of Common Pleas,
Union County, Ohio.

This cause was submitted to the Court upon the Motion of the defendant to strike out part of the petition as in said motion stated; On consideration whereof the Court overrules said motion, to which ruling of the Court the defendant by his Counsel excepted

6980

Anna Taylor Love Adm'r.
vs
Cary James.

Court of Common Pleas
Union County, Ohio.

The jury on a former day of this term rendered a verdict in favor of the defendant, and a motion for new trial being overruled.

It is therefore considered and adjudged by the Court that the defendant recover of the plaintiff his costs herein expended.

To be entered of date of Sept. 21st 1896.

John A. Price
Judge.

Monday Sept: 21st 1896.

Nathaniel Brooks, Executor &c.

Court of Common Pleas,
Linn County, Ohio.

7175

Louisa V. Wiley et al

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendant, Louisa V. Wiley, has been duly served with summons in this case; that the defendants Stanton V. Wiley and J. A. Hall have duly entered their appearance herein, and that all of said defendants are in default for answer and demurrer, and that the allegations of the petition are truly confessed by them to be true, and that there is due the plaintiff from the defendants, Louisa V. Wiley and Stanton V. Wiley, on the promissory note set forth in the petition, with interest to the first day of this term, viz: Sept: 7th 1896, the sum of five hundred and twenty eight & 2/100 Dollars, and Louisa V. Wiley for insurance, as alleged in the petition the sum of \$1⁵⁵.

The Court further find that in order to secure the payment of said note and insurance, the defendant Louisa V. Wiley, at that time and still an unmarried woman, executed and delivered to the said Nathaniel Brooks, as Executor of the estate of William D. Brown, deceased, the plaintiff herein, her certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 30 page 696 of the records of mortgages of Linn County, Ohio, and is a good and valid lien on the premises as described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendants Louisa V. Wiley and Stanton V. Wiley, the said sum of \$528⁵⁰ and his costs herein expended, and from the defendant, Louisa V. Wiley the additional sum of \$1⁵⁵.

And it is further adjudged and decreed that unless the said defendants, Louisa V. Wiley and Stanton V. Wiley, 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 sums so found due as aforesaid, with interest at eight per cent from the 7th day of September, 1896, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Linn County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Solomon H. Common

Court of Common Pleas,
Linn County, Ohio.

7183

Francis M. Gardner et al

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendant Henry J. Gardner, has been duly served with summons in this case, that the defendant Francis M. Gardner, has duly entered his appearance herein, and that both of said defendants are in default for answer and demurrer, and that the allegations of the petition are truly confessed by them to be true, and that there is due the plaintiff from the defendant, Francis M. Gardner, on the promissory note mentioned in the petition with interest to the first day of this term, viz: Sept: 7th 1896, \$80⁷⁴ subject to any credits that may have been made since the filing of the

Monday Sept. 21st 1896

petition herein.

The Court further find that in order to secure the payment of said note, the defendants, Francis W. Gastner and Mary J. Gastner, his wife, executed and delivered to said Solomon F. Morrison, the plaintiff, their certain mortgage, as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book 35, page 310, of the records of mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed, that unless the defendant shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 7th day of September, 1896, subject to any credits plaintiff may allow for payments made since the commencement of this action, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Thereupon Court adjourned until 8³⁰ O'clock tomorrow morning.

Tuesday Sept. 22 "1896.
Wednesday

Court commenced at 8³⁰ O'clock A.M. pursuant to adjournment.

Respectfully,
Judge.

Sattie M. Fielding } Court of Common Pleas.
vs } Union County, Ohio.
Henry Fielding }

7162

This cause came on to be heard upon the petition and the evidence, and was submitted to the Court, on consideration whereof, the Court finds that said parties were married, as set forth in said petition, and that the allegations as set forth in said petition are true.

It is further considered by the Court that the marriage relation heretofore existing between said parties be, and the same hereby is set aside and wholly annulled, and the parties released from the obligation of the same, and that plaintiff have control and custody of the child, and that plaintiff pay costs in the action.

Ruben F. Miller } Court of Common Pleas.
vs } Union County, Ohio.
Adolphus H. Moore et al }

7118

This cause now coming on for hearing on the petition of plaintiff and the evidence, the Court find that Adolphus H. Moore, Dolph H. Moore, and D. H. Moore, herein, is one and the same person; that the defendants Adolphus H. Moore, Luella Moore, William H. Snodgrass and L. E. Chorlton, waived the issuing and service of summonses herein, and did voluntarily enter their appearance herein as such defendants; and that the defendant The People's Bank of Mansfield, Ohio, has been duly served with summons in this case, and that each and all of said defendants 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 Adolphus H. Moore, on the promissory note set forth in the petition, with interest to the first day of this term, the sum of \$1765.00.

The Court further find that in order to secure the payment of said note, the defendants Adolphus H. Moore and Luella Moore, his wife, executed and delivered to said Ruben F. Miller, the plaintiff, their certain mortgage deed conveying the following premises, and being the same premises set forth and described in plaintiff's petition herein, to-wit:

Situate in the County of Union, in the State of Ohio, and in the Township of Taylor and part of Virginia Military Survey No. 14632, described as follows:

Beginning at a bush, south easterly corner of a lot of land deeded to John H. Scott, witness a bush; thence with the line of said lot S. 80° W. 166 poles to the south westerly corner of said lot is a bush, Ash and sugar; thence S. 8° E. 166 poles to an Elm; thence N. 72° 20' W. 96 poles to the beginning, containing 100 Acs more or less, and being the same tract of land conveyed to Jonathan Moore to William Scott and wife by deed dated November 30, 1858, and recorded in Book 22 page 472, of the Records of deeds of Union County, Ohio, to which reference is here made; that said mortgage was duly recorded in Book No. 30 page 621, of the records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It further appearing to the Court that the defendant William H. Snodgrass

Tuesday Sept. 22, 1896

and L. C. Whorin have each of them duly entered their appearance in this case, and that the defendant The Peoples Bank of Cassville, Ohio, has been duly and legally served with summons in this case, and that each of said defendants is in default for answer and demurrer, it is therefore ordered, adjudged and decreed by the Court that said defendants, William D. Swadrasco, L. C. Whorin and The Peoples Bank of Cassville Ohio, each of them be forever barred from setting up or asserting any right, title, claim or interest in and to the said property described in the petition herein, by reason of any judgment, lien, or claim whatsoever.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover from the defendant Adolphus H. Moore the said sum of \$1765.00 and his costs herein expended.

And it is further ordered, adjudged and decreed by the Court, that unless the defendant Adolphus H. Moore shall within three (3) days from the entry of this decree, pay or cause to be paid, to the Clerk of this Court the cost of this case, and to the plaintiff herein herein the sum or found due as aforesaid, with interest from the 7th day of September A. D. 1896, 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 orders.

And on motion of the plaintiff, and for good cause shown, advertisement of sale in a German newspaper is hereby dispensed with.

Tuesday Sept. 22nd 1896

E. J. Lee
vs

Mary R. Lee Adm^{tr} of,
Robert Lee

Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard on the petition and answer, and the plaintiff admitting the amount of \$26⁹², as stated in answer, the Court rendered judgment in behalf of said plaintiff for the sum of Four Hundred (\$400.00) with interest at 6 per cent. per annum from May 1st, 1893, subject to a credit of \$26⁹² and considered therefore it is ordered by the Court that the said E. J. Lee recover of the said Mary R. Lee Administratrix of the estate of Robert Lee the sum of Four Hundred Dollars with interest at 6% from May 1st, 1893, subject to a credit of \$26⁹², and for costs, and execution is awarded.

Adah Lygler
vs

7103

Z. H. McElroy

Court of Common Pleas,
Union County, Ohio.

This day came the parties by their attorneys; also came the following named persons as jurors, to-wit: Albert Bonnett, J. D. Wood, George Stephens, R. L. Stimrud, B. F. Burne, Peter Schutjer, J. R. Hiny, William F. Marsh, W^{rs} L. Cartmell, George Burns, D. H. Henderson, Joseph Powell, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence. And after hearing the evidence, argument, and charge of the Court, the jury retired to their room, in charge of the Sheriff, for deliberation. And now comes said jury into open Court with their verdict in writing, signed by their Foreman, and say:

That the jury in this case find the defendant Z. H. McElroy, guilty, in manner and form as he stands charged in the complaint.

D. H. Henderson Foreman.

Tuesday Sept. 22nd 1896.

Times for Holding Circuit Court, A.D. 1897.
State of Ohio, Third Judicial District:

It is ordered that the terms of the Circuit Court of the several Counties in said Circuit for the year 1897, be fixed as follows, to-wit:

Wyandott County on the 5th day of January, and the 7th day of September,
 Marion County on the 12th day of January and the 28th day of September,
 Crawford County on the 19th day of January and the 14th day of September,
 Union County on the 2nd day of February and the 22nd day of September,
 Logan County on the 9th day of February and the 6th day of October,
 Henry County on the 23rd day of February and the 12th day of October,
 Defiance County on the 2nd day of March and the 19th day of October,
 Paulding County on the 16th day of March and the 14th day of October,
 Van Wert County on the 23rd day of March and the 26th day of October,
 Hardin County on the 30th day of March and the 4th day of November,
 Putnam County on the 6th day of April and the 9th day of November,
 Allen County on the 13th day of April and the 23rd day of November,
 Auglaize County on the 27th day of April and the 16th day of November,
 Mercer County on the 4th day of May and the 18th day of November,
 Seneca County on the 11th day of May and the 30th day of November,
 Hancock County on the 25th day of May and the 7th day of December,

Said terms to begin at 9 O'clock A.M.

September 15th 1896.

James H. Day
 James L. Price } Judges.
 Geo. H. Robins }

Court adjourned on Wednesday Sept. 23rd 1896.

Wednesday Sept 23rd 1896.

Court convened at 8^o O'clock A. M. pursuant to adjournment:

Present Hon John A. Price

July 2.

6947

7029 }
 Emeline Ford }
 vs }
 Darius Bird et al }
 Court of Common Pleas,
 Union County, Ohio.

This cause now coming on for hearing, and a jury having been waived, was submitted to the Court upon the pleadings and the evidence; after hearing the evidence in part; the hour for adjournment having arrived, this case was continued until 8^o O'clock tomorrow morning.

7151 }
 The Farmers Bank }
 vs }
 Sylvanus Taylor et al }
 Court of Common Pleas,
 Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, and the evidence, and the Court find that the defendants have been duly served with summons in this case, and that the defendant Sylvanus Taylor 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 Sylvanus Taylor, on the promissory note set forth in the petition, with interest to the first day of this term, to-wit: September 7th, 1896, the sum of One Thousand Seven Hundred and six & 8/10^{ths} dollars.

The Court further find that in order to secure the payment of said note the defendants Sylvanus Taylor and Annelia J. Taylor his wife, executed and delivered to said The Farmers Bank, the plaintiff, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 34 page 102 of the records of mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage has been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant Sylvanus Taylor the said sum of One Thousand Seven Hundred and six and 8/10^{ths} Dollars with eight per cent. interest thereon from September 7th, 1896, and his costs herein expended taxed to \$

And it is further adjudged and decreed that unless the defendants Sylvanus Taylor, shall within three days from the entry of this decree, pay or cause to be paid to the clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with eight per cent. interest from September 7th 1896, 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.

Wednesday Sept. 23rd 1896.

6947

Levi Bechtel	}	Court of Common Pleas
vs	}	Union County, Ohio.
James Spicer	}	

The jury in this action, having on a former day of this term, rendered a verdict for the plaintiff, and assessed his damages at \$25⁰⁰, 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 Twenty Five Dollars, together with his costs herein expended.

And on motion of the said plaintiff, it is ordered that the said Sheriff proceed as upon execution to advertise and sell the personal and real estate heretofore attached in this action and now in his hands remaining or so much thereof as will satisfy the judgment and costs aforesaid, and that he report his proceedings to this Court for confirmation.

Robinson Woodburn

Court adjourned to Thursday Sept. 24, 1896

Thursday Sept. 24th 1896.

Court- commenced at 8³⁰ O'clock A. M. pursuant to adjournment.
Present Hon. John A. Price Judge.

Elizabeth Arun } Court of Common Pleas.
vs } Union County, Ohio.
Benj. Arun. }

7215

7137

On Motion of the plaintiff by her Attorney, and good cause being shown therefor, it is ordered that an injunction without bonds be allowed to issue herein; enjoining the said defendant from selling or disposing of or in any way incumbering the goods and Chattels and the Real Estate described in the petition of the plaintiff, and said defendant is enjoined from in any way interfering with the rights of the plaintiff therein and said defendant is herewith enjoined from interfering with the said judgment Children referred to in said petition.

Done this 24th day of Sept. 1896.

John A. Price - Judge of Court
of Common Pleas.

Louis C. Bunn } Court of Common Pleas.
vs } Union County, Ohio.
Rachel Reidel et al }

7148

This cause came on for hearing this 24th day of September, 1896, upon the petition, the Answer of the guardian ad litem for the minor defendants, and the evidence, and was submitted to the Court; and upon due consideration whereof the Court find the facts stated and allegations contained in plaintiffs petition to be true, that said pretended deed of conveyance from Rachel Reidel to Joseph Harper, George Reidel, Alice Reidel, John Reidel, William Reidel and Mary E. Reidel was made with intent to hinder, delay and defraud creditors of said Rachel Reidel; that it was never delivered to any of the grantees therein named, except to the said Joseph Harper; that it was delivered to him as an equitable mortgage only to indemnify him as and in the manner stated in plaintiffs petition; that said Joseph Harper has been fully released from all liabilities on account of which it was delivered to him as indemnity; that he has returned it to said Rachel Reidel, and that it has been fully revoked by her, and should be cancelled upon the record thereof.

It is therefore considered by the Court that said deed from Rachel Reidel to Joseph Harper, George Reidel, Alice Reidel, John Reidel, William Reidel and Mary E. Reidel be, and the same hereby is, held and declared to have been in legal effect an equitable mortgage, and as such it is ordered cancelled upon the record thereof; and as a deed of conveyance it is hereby held and declared to be utterly void and of no effect as to all persons whomsoever, and totally ineffective to convey the title of the premises therein described to the grantees therein named.

It is therefore considered and decreed that the title to said real estate rest in the defendant Rachel Reidel as fully and perfectly as though said deed had not been made, and that she hold said premises subject to the lien of the said judgment of plaintiff set forth in his petition herein.

It is further considered that the plaintiff recover from the defendant Rachel Reidel his costs herein expended.

Emeline Ford } Court of Common Pleas.
vs } Union County, Ohio.
Ornum Bird et al }

7029

This day again came the parties in this cause and after hearing the remaining evidence and arguments of Counsel, this cause was submitted to the Court for decision.

Court adjourned to Friday Sept. 25th 1896

Friday Sept. 25th 1896.

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment.
Present Hon. John A. Price
Judge.

7137
Minnie D. Mc Ginnis,
vs
Levi Bechtel

Court of Common Pleas,
Union County, Ohio.

This day the parties to this suit appeared in Court by their Attorneys; and settled this case and dismissed the same without Record, and the Plaintiff further appeared agreed at no time to further prosecute her charges against defendant upon the issues involved in this case. Both parties to pay their own costs herein expended.

Robinson & Hubbard Atty for Plf.

Canron & Canron

Friday Sept-25th 1896.

6965

7128

921

Court adjourned to Monday Sept-28th 1896.

Monday Sept: 28th / 1896.

Court convened at 10³⁰ O'clock A.M. pursuant to adjournment
Present Hon John S. Price Judge.

6965 } James A. Hile }
vs }
Taylor Westmoller et al }
Court of Common Pleas,
Union County, Ohio.

It appearing to the Court that the real estate herein ordered to be sold has been twice advertised and offered for sale under the present appraisement and still remains unsold for want of bidders, it is now on motion ordered that said appraisement be set aside, and a reappraisement of the same be made, and that a new order of sale issue to the Sheriff of Union County, directing him to call said premises as upon execution and bring the proceeds into this Court for further order.

7128 } Josephine Gray }
vs }
John S. Gray }
Court of Common Pleas,
Union County, Ohio.

This case coming on to be heard, was on motion of plaintiffs Attorney dismissed, and the injunction dissolved, without prejudice to a new action.

John J. Ramage }
vs }
The Travelers Ins. Co. }
Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the motion and Affidavit of the defendant, that said case be continued to the next term of this Court and the Court being fully advised in the matter, said motion and order that said case be continued to the next term of this Court, and that the said defendant pay the cost of this continuance.

921 } The State of Ohio }
vs }
Alexander Spicer }
Court of Common Pleas, Union County, Ohio.
Indictment for Assault & Battery.

This day came the Prosecuting Attorney on behalf of the State of Ohio; also came Alexander Spicer the defendant herein, who being arraigned upon the indictment for plea thereto gaith he is guilty.
It is therefore adjudged and decreed by the Court that the defendant Alexander Spicer pay a fine of Five Dollars and costs of this prosecution, for which Execution is awarded.

Monday Sept. 28th 1896.

A. B. Robinson

Court of Common Pleas.
Union County, Ohio.

7115

vs
Ellen V. Hutchinson et al

This day this cause came on to be heard by the Court, and the Court being fully advised in the premises finds for the plaintiff, and that there is due plaintiff three Hundred & Seventy Eight Dollars from the Defendants Ellen V. Hutchinson and William Hutchinson, and that there is due the defendant ^{W. H. Robinson} from said Hutchinson \$969 and that both said sums of money are past due and are secured by mortgage on the premises described in plaintiffs petition, and that the conditions of said mortgage are broken and that said premises ought to be sold to pay said sums of money - as well as a Mechanics Lien of \$65⁰⁰ of Robinson Curry Co.

It is therefore considered ordered adjudged and decreed by the Court that an order of sale issue in this case commanding the Sheriff of said County to advertise and sell the Real Estate described in said petition according to Law & to report his proceedings herein to this Court at the next term thereof to which time this cause is continued.

Elmer F. Higgins

Court of Common Pleas
Union County, Ohio.

7129

vs
Will C. Higgins et al

This day this cause came on to be heard and was submitted to the Court upon the petition pleadings and evidence and the Court being fully advised in the premises finds for the plaintiff and that the allegations of plaintiffs petition are true and that the statements of Defendant Byron B. Lloyd in his Cross Petition are true and that the said plaintiff is entitled to partition of the premises described in his said petition as prayed for.

It is therefore considered ordered and adjudged, and decreed by the Court that partition of said real estate described in said petition be made setting apart to said plaintiff Elmer F. Higgins $\frac{4}{15}$ thereof and to Will C. Higgins and Ida H. Barkan each $\frac{4}{15}$ thereof the above three shares however subject to the life estate of Byron B. Lloyd in the one undivided $\frac{1}{5}$ part thereof - and also to Maggie Higgins the $\frac{3}{15}$ thereof, also to Byron B. Lloyd a life estate in $\frac{3}{15}$ thereof to be assigned from the share set off to Elmer F. Higgins and Will C. Higgins and Ida H. Barkan which last named shares are subject to said life estate.

It is further ordered and decreed by the Court that a writ of partition be issued from said Court commanding the Sheriff of said County to cause partition to be made as aforesaid and that William King Harrison W. Ladden and L. H. Rusk three disinterested Freeholders of said County be and are hereby appointed Commissioners to make partition thereof according to law and that the Sheriff report his proceedings herein to this Court.

Court adjourned until 8²⁰ tomorrow morning.

7174

7174

The Ohio Pipe Company } Court of Common Pleas,
vs } Union County, Ohio.
The Village of Milford Center } Oct. 6th 1896.

This day the defendant by its duly authorized attorney being in open Court and refusing to plead herein this day and unless allowed further time to plead, this cause, having been specially assigned for trial this day, came on to be heard on the pleadings evidence and exhibits and was argued by counsel and submitted to the Court.

The Court having duly considered the same finds that said defendant the Village of Milford Center, has been duly and legally served with summons herein and is through its said attorney present in open Court.

The Court further finds that the answer of the said defendant confesses to be true all the allegations of the petition save and except only that the plaintiff is a corporation, that the plaintiff was duly incorporated under the laws of the State of Ohio, and that the plaintiff has a right to sue under the name of The Ohio Pipe Company, to which finding of the Court the defendant then and there excepted.

The Court further find from the evidence that the allegations of the plaintiffs petition are true, to which finding of the Court the defendant then and there excepted.

The Court further finds from the pleadings and evidence that the plaintiff is the party who duly recovered the judgment in the petition mentioned and in whose favor the order was made as alleged in the said petition and that this plaintiff has the right to bring this action as the Ohio Pipe Company, to which finding of the Court the defendant then and there excepted.

The Court further finds from the pleadings and evidence introduced that the allegations of the plaintiffs petition are true and that said defendant is indebted to the plaintiff in the sum of \$418.35 with interest from the 23rd day of November, 1895, and that said sum of \$440.16 being principal and interest to this 6th day of October is due and unpaid the said plaintiff from the said defendant, to which finding of the Court the defendant then and there excepted.

It is therefore considered by the Court that said plaintiff the Ohio Pipe Company, recover from the said defendant, the Village of Milford Center, the said sum of \$440.16 with interest thereon at 6% per annum from this 6th day of October, 1896, and its costs herein expended taxed at \$; The defendant the Village of Milford Center then and there excepted to the said finding and judgment of the Court herein.

The defendant, the Village of Milford Center, thereupon made and filed a motion for a new trial herein, upon the grounds that said findings and decisions were contrary to law, and because the Court erred in sustaining the said motion striking out certain parts of the defendants answer herein as above stated and for errors on the face of the record. Which motion for a new trial the Court then and there considering overruled, to which ruling of the Court defendant then and there excepted.

The defendant, the Village of Milford Center, then and there gave notice of its intention to appeal from the finding and judgment of this Court herein to the Circuit Court and the Court thereupon fixed the bond for appeal at \$1000.

Wednesday Sept. 30 1896

Court convened at 8³⁰ O'clock A. M. pursuant to adjournment.

Present Hon. John A. Price

Judge C.

7177

7215

Elizabeth Green }
vs }
Benjamin Green }
Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing before John A. Price Judge of said Court this the 30th day of September, 1896, upon the application of Plaintiff for an alimony pendente lite; it was mutually agreed to by parties herein.

It is therefore ordered that the defendant Benjamin Green be and hereby is required and ordered to pay as and for alimony pendente lite to the Clerk of said Court for the use of the plaintiff Attorney, the sum of Twenty five dollars; fifteen dollars in ten days and ten dollars in twenty days from the date hereof, and that execution may issue therefor upon defendant for payment thereof.

A. V. Spicer Atty. for Plff.

Approved by J. L. Jolliff, Atty. for Deft.

John A. Price, Judge of Court of
Common Pleas,

7174

Ada Leonard }
vs }
Elizabeth Lane, Executrix }
& Estate of David C. Lane, decd. }
Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard upon motion filed by defendant to require plaintiff herein to reform her amended petition for reasons stated in said motion, was argued by counsel and submitted to the Court.

Whereupon, the Court being fully advised in the premises do, on consideration, overrule said motion, to all of which ~~motion~~ ruling and decrees the defendant herein excepted. Whereupon the defendant moves the Court for leave to file answer herein.

On consideration whereof the Court grants such leave to defendant to file answer within twenty days.

7174

The Ohio Pipe Company, }
vs }
The Village of Guilford Center }
Court of Common Pleas,
Union County, Ohio.

Now comes the defendant and by leave of Court, files its answer herein.

7164

7178

The General Electric Company, }
vs }
The Village of Guilford Center }
Court of Common Pleas,
Union County, Ohio.

Now comes the defendant, and by leave of Court, files its answer herein.

Wednesday Sept: 30th 1896

7147 } Sarah A. Williams
 vs } Court of Common Pleas
 Wm Howard, Adm'r of } Kinn County, Ohio.
 The estate of Isaac Bates, et al }

This day came on this cause to be heard on the demurrer of the plaintiff to the first and second defence of the answer and Cross petition of Amelia B. Applegate one of the defendants, whereupon the Court being fully advised in the premises after full argument by Counsel of both parties do sustain said demurrer as to both defences set up in said Answer of Amelia B. Applegate and this cause is passed for further action of the Court. - The defendant Amelia B. Applegate excepts to the ruling of the Court in sustaining the said demurrer.

7174 } The Ohio Pipe Company } Court of Common Pleas
 vs } Kinn County, Ohio.
 The Village of Wilford Center } Oct: 6th 1896.

This day came on to be heard plaintiffs Motion to defendants Answer and Cross-petition herein, and were argued by Counsel and submitted to the Court. The Court being fully advised in the premises finds that said motion No. 1., and No. 2. of said original motions and Motion No. 2. of the supplemental motion filed herein are well taken and accordingly sustain the same. It is therefore ordered by the Court that the following parts be, and the same hereby are struck from said answer and Cross-petition: - No. 1. all that part beginning with the words "this answering defendant further says and by way of Cross petition states" and ending with the words "in the sum of \$436,34 or erroneously over paid." No. 2. all that part beginning with the words "Wherefore this defendant prays the Court" and ending with the words "as this defendant may inequity be entitled." No. 3. All that part containing the following avowment, "that this defendant denies each and every allegation in the plaintiffs petition not herein specifically admitted."

And thereupon the defendant, by its duly authorized attorney, being present in open Court, moved the Court for time within which further to plead herein, and the Court having duly considered said Motion ruled and ordered that, if said defendant plead further herein, it must file its pleading this day, unless the said defendant desired to file a general denial to the plaintiffs petition or unless the said defendant would make known to the Court a defense different from the pretended one in its original answer and Cross-petition, in either of which cases a reasonable time would be given within which to file a pleading.

Thereupon said defendant by its attorney refused to plead said general denial and refused also to make known to the said Court any alleged defense different from the pretended one in the original answer and Cross-petition, and refused to plead further herein, this day the defendant duly excepted to the foregoing rulings and orders of the Court.

7164 } John Robinson } Court of Common Pleas
 vs } Kinn County, Ohio.
 Robert Ferguson et al }

It appearing to the Court that Zlora Putan, Delbert Putan and Clay Putan minor defendants have been duly served with summons and that none of said minors have 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 the plaintiff it is ordered by the Court that F. T. Arthur be appointed guardian ad litem for said minor defendants and thereupon said F. T. Arthur accepts said appointment.

Wednesday Sept. 30 1896.

Albert D. Scott, Court Common Pleas,
vs
Chas. F. Gill. } Union County, Ohio.

7173

This day came the parties herein, by their attorneys: also came the following named persons as jurors, to-wit:
Henry Stevens, R. L. Stimmler, Albert Bonnett, William L. Bartmell
J. R. King, William F. Marsh, David H. Herrington, Peter Schintzer
George Brown, D. H. Anderson, B. F. Beum, Lewis Mills;
who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

6482

And the said jury having heard the testimony adduced, said cause was continued until tomorrow morning at 8³⁰ O'Clock.

6443

The General Electric Company } Court of Common Pleas
vs } Union County, Ohio.

7178

The Village of Wilford Center } Oct. 1st 1896.

This day the defendant by its duly authorized attorney being in open court and refusing further to plead herein this day and unless allowed further time to plead, this cause, having been specially assigned for trial this day, came on to be heard on the pleadings, evidence and exhibits and was argued by counsel and submitted to the Court.

4145

The Court having duly considered the same finds that said defendant the Village of Wilford Center, has been duly and legally served with summons herein and is through its said attorney present in open court. The Court further finds that the answer of the said defendant confesses to be true all the allegations of the petition save and except only that the plaintiff is a corporation, that the plaintiff was duly incorporated under the laws of the state of New York, and that the plaintiff has a right to sue under the name of the General Electric Company. To which finding of the Court the defendant then and there excepted. The Court further finds from the evidence that the allegations of the plaintiff's petition are true, to which finding of the Court the defendant then and there excepted.

6339

The Court further finds from the pleadings and evidence that this plaintiff is the party who duly recovered the judgment in the petition mentioned and in whose favor the order was made as alleged in the said petition, and that this plaintiff has the right to bring this action as the General Electric Company; to which finding of the Court the defendant then and there excepted.

7138

The Court further find from the pleadings and evidence introduced that the allegations of the plaintiff's petition are true, and that said defendant is indebted to the plaintiff in the sum of \$936.00 with interest on \$919.86 at 6% per annum from the 23rd day of November, 1896, in all the sum of \$983.91 and that said sum of \$983.91 is due and unpaid the said plaintiff from the said defendant; to which finding of the Court the defendant then and there excepted.

It is therefore considered by the Court that said plaintiff, the General Electric Company, recover from the said defendant, the Village of Wilford Center, the said sum of \$983.91 with interest thereon at 6% per annum from this 6th day of October, 1896, and its costs herein expended taxed at \$8.

The defendant the Village of Wilford Center, then and there excepted to the said finding and judgment of the Court herein.

The defendant, the Village of Wilford Center, thereupon made and filed a motion for a new trial herein, upon the grounds that said finding and decisions were contrary to law and because the Court erred in sustaining the said motions striking out certain parts of the defendant's answer herein as above stated and for errors on face of record; which motion for a new trial the Court then and there considering overruled, to which ruling of the Court the defendant then and there excepted.

The defendant, the Village of Wilford Center, then and there gave notice of its intention to appeal from the finding and judgment of this Court herein to the Circuit Court and the Court thereupon fixed the bond for appeal at \$2000.00.

Court adjourned to 8³⁰ O'clock tomorrow morning.

Thursday Oct. 1st 1896

Court convened at 8³⁰ O'clock A. M. pursuant to adjournment
Present Hon. John A. Price
Judge.

6482 G. W. Williams }
vs }
E. H. Reed }
Court of Common Pleas,
Union County, Ohio.

Continued with leave to the plaintiff to reply to defendant's answer in 30 days.

6443 Shelwood Courtright }
vs }
L. J. Taylor }
Court of Common Pleas,
Union County, Ohio.

This cause is continued as to the attachment and motion to dissolve the same.

4145 David M. Robinson }
vs }
P. & St. Louis Rail Road Co. }
Court of Common Pleas,
Union County, Ohio.

This cause is continued with leave to defendant to file answer in 30 days.

6339 W. C. Fullington & surviving partners et al }
vs }
Thomas Phillis et al }
Court of Common Pleas,
Union County, Ohio.

This cause is continued under former order.

7138 S. M. Yount }
vs }
Nancy J. Yount }
Court of Common Pleas,
Union County, Ohio.

This cause is continued on the motion and showing of the defendant and at her costs of this term.

It is therefore considered by the Court that the defendant pay the costs of this term taxed to \$

Thursday Oct. 1st 1896

7058

Edward Staly }
vs
William J. Ballinger }

Court of Common Pleas.
Knox County, Ohio.

This day came on this cause to be heard on the motion for security for costs and to dismiss for want of prosecution.

Whereupon the Court sustains the motion for security for costs and order the plaintiff to give security for costs in twenty days, and the plaintiff is required to Reply in twenty days, and the cause is continued.

7017

George J. Burns, }
vs
The Pittsburg, Cincinnati,
Chicago & St. Louis Railway Co. }

Court of Common Pleas.
Knox County, Ohio.

This day came the defendant herein, The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, and asked leave of the Court to file an Amended Answer.

On consideration whereof, the Court granted leave to the said defendant to file an amended answer herein forthwith, and said Amended Answer was accordingly filed this day.

A. K. Price Judge.

7143

Frank Chance, Guardian of }
Clarence D. Loudenbach. }
vs

Court of Common Pleas.
Knox County, Ohio.

Clara M. McElroy & W. L. McElroy. }

This day this cause came on to be heard upon the plaintiffs petition, and it being made to appear to the satisfaction of the Court that the defendants, Clara M. McElroy and W. L. McElroy have been served with summons herein and notified as required by law of the pendency and demand of the plaintiffs petition, and the said defendants and each of them having failed to answer or demur to the plaintiffs petition are adjudged in default.

And thereupon the intervention of a jury being waived, and this cause submitted to the Court, the Court finds that there is now due and owing from the said defendants, Clara M. McElroy and W. L. McElroy to the plaintiff on the promissory note in the first cause of Action in the plaintiffs petition set out, the sum of Six Hundred and twenty & 1/100 Dollars, and that the said plaintiff ought to recover from the defendants the said sum of \$620⁰⁰/₁₀₀, with interest thereon from this date at the rate of eight per cent per annum.

It is therefore hereby ordered, adjudged and decreed by the Court that the plaintiff Frank Chance, Guardian of Clarence D. Loudenbach do recover of the said defendants Clara M. McElroy and W. L. McElroy the said sum of \$620⁰⁰/₁₀₀, so found due as aforesaid, together with interest thereon from this date at the rate of 8 per cent per annum and also his costs herein, taxed to \$ and that in default thereof, execution issue therefor.

It is also hereby further ordered, adjudged and decreed by the Court that in case the said defendants fail for five days to pay to the plaintiff the said judgment of \$620⁰⁰/₁₀₀, and the interest thereon as aforesaid, and also the plaintiffs costs herein, taxed to \$ an order issue to the Sheriff of Knox County, Ohio, commanding him to cause the lands and tenements in the

7029

Thursday Oct. 1st 1896

plaintiff's petition described to be appraised, advertised and sold, according to law, and that he apply the proceeds arising from such sale or so much thereof as may be necessary to the satisfaction and payment of said judgment, interest and costs, and also to the payment, satisfaction and discharge of the said promissory note set out and described in the second cause of action in plaintiff's petition set forth, and that he hold the residue of said proceeds, if any, to abide the further order of the Court herein as to distribution.

7143 Albert D. Scott, } Court of Common Pleas.
vs } Union County, Ohio.
Chas. F. Hill }

This day again came the parties, by their attorneys; and also came the jury before, sworn 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 come the said jury into open Court, and state that they are unable to agree upon a verdict, whereupon they are, by the Court, discharged from further consideration of this case, and this case, and the case is continued.

7029 Emeline Ford } Court of Common Pleas
vs } Union County, Ohio.
Dann Bird et al } Sept. 30th 1896.

This day came on this cause to be heard on the pleadings and evidence, and the argument of Counsel for plaintiff and defendant.

Whereupon the Court being fully advised in the premises filed for the defendant against the plaintiff on the issues found except as to the alleged settlement between the parties on which the Court did not pass.

Wherefore it is ordered decreed by the Court that plaintiff's petition be and the same is hereby dismissed at plaintiff's costs and that defendant go hence.

Wherefore it is considered and adjudged by the Court that defendant go hence without date and recover of the plaintiff their costs taxed to \$ to which ruling as to costs plaintiff excepted.

Whereupon plaintiff gave notice of her intention to appeal this case, and the Court fixed the appeal bond at \$

The plaintiff within three days after said decision filed a motion for new trial of said cause upon grounds in said motion set forth, and said motion being overruled by the Court, excepted to said decision and rulings and allowed by the Court on motion the full statutory period after the close of the term in which to pursue and file her bill of exceptions in the premises and the Journal ordered kept open for that purpose.

Thursday Oct 1st 1896.

7039

Lincoln C. Lybarger
vs
Rebecca J. Hicks et al

Court of Common Pleas,
Knox County, Ohio.

6788

This day came the answering defendant - Elizabeth C. Henson and by leave of the Court withdraws her Answer and Cross petition heretofore filed by her in this cause on August 22nd 1896, and thereupon the plaintiff by a like leave of the Court withdraws from the record his reply to said answer, and thereupon this cause came on further to be heard upon the petition of the plaintiff and the evidence adduced by him; and the Court being fully advised in the premises find the allegations of the petition to be true, and that there is due the plaintiff by reason of the premises the sum of Twenty Two Hundred and Fifty Five Dollars, and that the same is a valid mortgage lien upon the real estate described in plaintiffs petition, and that plaintiff is entitled to have same foreclosed.

It is therefore considered and decreed by the Court that unless said sum of \$2255.10 with interest from October 1st 1896, be paid to plaintiff, and the costs of this action paid to the Clerk of this Court by the 3rd day of October, 1896, the said premises shall be sold, and an order shall issue therefor to the Sheriff of Knox County, commanding him to appraise, advertise and sell said premises as upon execution, and bring the proceeds into Court subject to its further order in the premises.

George J. Burns

7017

The Pittsburg, Cincinnati,
Chicago & St Louis Railway Co.

Court of Common Pleas,
Knox County, Ohio.

This day this cause came on to be heard on the demurrer of the plaintiff to the second defence as stated and set out in the Amended Answer of the defendant, filed herein and was argued by Counsel.

On consideration whereof, and the Court being fully advised in the premises, does overrule said demurrer; to which ruling of the Court, the plaintiff by his counsel excepts.

Approved.

John A. Price, Judge.

939

The State of Ohio,
vs
Harry Wilcox

Court of Common Pleas, Knox County, Ohio.

Indictment for Assault and Battery.

Now comes the prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into open Court in custody of the Sheriff and arraigned on said indictment, for plea thereunto says "he is not guilty"; and the Court fixed the bond of said defendant at \$100⁰⁰, and the cause continued to the next term of this Court.

Thursday Oct 1st 1896

The Live Oak Distillery Co.

Court of Common Pleas,
Knox County, Ohio.

6788

J. W. Severe et al

This cause now coming on for hearing on the petition of the plaintiff and the answer and cross petition of the defendant, H. K. Murphy, and the evidence.

The Court find that the defendants, Jefferson W. Severe, N. E. Severe, Larkin J. Tonguet and Martha Tonguet and Samuel Kraner have been duly served with summons in this case, and that they are all in default for answer or demurrer, and that the allegations of the petition of the plaintiff and cross-petition of the defendant H. K. Murphy are thereby confessed by them to be true, and that there is due from the defendants Larkin Tonguet and Martha Tonguet to the said H. K. Murphy, defendant, on the indebtedness set forth in his cross-petition the sum of \$131.66, the 1st day of this term, and the Court further find that in order to secure payment of said indebtedness the defendants Larkin J. Tonguet and Martha Tonguet, his wife, executed and delivered to John F. Murphy their certain mortgage as in said cross-petition described, and on the premises in plaintiffs petition described; that said mortgage was duly filed for record on the 17th day of January, 1894, in the Recorder's office of said County of Knox, and was duly recorded in the records of mortgages in said office, and is a good and valid lien on the said premises, that the conditions of said mortgage have been broken, and that said indebtedness and mortgage have been assigned to said H. K. Murphy, defendant.

And the Court further find that there is due from the defendants J. W. Severe and Larkin J. Tonguet to the plaintiff herein the sum of One hundred & Eighty Eight (188) Dollars.

And the Court further find that in order to secure the payment of the said indebtedness the defendants J. W. Severe, N. E. Severe, L. J. Tonguet and Martha Tonguet, executed and delivered to the plaintiff their certain mortgage as in the petition of the plaintiff described and on the premises therein described; said mortgage was duly recorded in the office of the Knox County Recorder on the 5th day of February, 1894, and is a good and valid lien on the premises described in the petition; that the conditions of said mortgage have been broken, that the said Samuel Kraner being in default for answer or demurrer is forever barred from setting up any claim to said property described in said petition.

It is therefore ordered and adjudged by the said Court that the plaintiff recover from the defendants, J. W. Severe and L. J. Tonguet the sum of \$188.00 and its costs herein expended.

And it is further ordered and adjudged that the equity of redemption of the defendants J. W. Severe, N. E. Severe, L. J. Tonguet and Martha Tonguet be foreclosed, and said premises be sold, and that an order of sale issue to the Sheriff of Knox County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and that upon the sale of said premises and the confirmation thereof that after the payment of costs and taxes, that H. K. Murphy be paid the sum of \$131.66 and that next the plaintiff be paid the sum of \$188.00 both with interest from the first day of this term.

It is further ordered that the said Samuel Kraner be, and he hereby is, barred from ever setting up any claim to said property by reason of any lien which he may have had.

Court adjourned to Tuesday Oct. 6th at 10.0 clock A.M.

Tuesday Oct: 6th 1896

Court convened at 10 o'clock A. M. pursuant to adjournment.
Present Hon. John A. Price
Judge.

Continental Hotel.

Oct: 1st 1896.

To Mrs R. E. McKittrick, 13 meals (Jan. mar) 25¢ \$3.25.
O.K.

Wm. Snodgrass, Sheriff.
By Charles Deputy.

Approved and ordered paid.
John A. Price, Judge.

7222
Martin Miller
vs
John Hayes or if living,
but if dead, his heirs and
legal representatives.

Court of Common Pleas,
Lenox County, Ohio.

This cause coming on for hearing upon the motion of the plaintiff for an order that as to the unknown heirs and legal representatives of John Hayes, service be made by publication without naming them, for six consecutive weeks, as prescribed by statute in reference to non-resident defendants; and it appearing from the affidavit annexed to the petition that the names and residence of the heirs and legal representatives of the said John Hayes are unknown to the plaintiff; it is ordered that, as to them, service be made by publication, without naming them, for six consecutive weeks, in the manner prescribed by statute in case of non-resident defendants.

7153

7071

7221
Wm. King
vs
Elizabeth Drake

Court of Common Pleas,
Lenox County, Ohio.

This day came the plaintiff by John W. Brodrick, his attorney, and thereupon came John L. Portier one of the Attorneys of Record of this Court, who by virtue of his warrants of attorney duly executed, and now produced in open Court and duly sworn, waived the issuing and service of process, and entered their appearance of said defendants herein, and by virtue of the same warrants of attorney, confessed that there was due from said defendants to said plaintiff as is alleged in said plaintiff's petition, the sum of \$202.32.

It is therefore considered that said plaintiff do recover from said defendants the said sum of \$202.32 or 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.

7193

7220
Charles Braun
vs
Earl Allgower

Court of Common Pleas,
Lenox County, Ohio.

This day came the plaintiff by John W. Brodrick his attorney, and thereupon came John L. Portier one of the Attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open

Tuesday Oct. 6th 1896

Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of \$455.00.

It is therefore considered that said plaintiff do recover from said defendant the said sum of \$455.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per cent per annum.

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

7153 } Jones Ketter & Co. vs Samuel Stinson & Co. Court of Common Pleas, Union County, Ohio.

This day this case came on to be heard and thereupon it was settled and the Court ordered that the costs be paid by Thos. P. Shields assignee of George Hanawalt out of the proceeds of said Hanawalt's estate = No Record.

7071 } Isaac J. Sparks & Co. vs Louisa L. Sparks. Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the issues joined between the parties; and neither party requiring a jury, but both parties waived a jury trial; this cause is submitted to the Court, and the Court after hearing the evidence, find for the plaintiff, and find that there is due to plaintiff from said defendant the sum of One hundred and thirty five (\$135.00) dollars, with interest to be added at 8% from September 22nd 1895, making in all \$145.80 as claimed by plaintiff in its petition.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant said sum of \$145.80 (Interest to be computed from Sept. 22nd 1895) and also its costs in this behalf expended taxed at \$

7193 } Israel Hinney et al vs The Methodist Protestant Church of Richwood, Ohio. Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing upon the petition and Affidavit and it appearing to the Court that the form over the publication has been had according to the provisions of the Statutes and that it is the desire of said Church that the said plaintiffs as trustees of said Church execute a quit claim deed to one Charles A. Larcourt for 4 1/2 feet off of the north side of in lot No. 66 in the village of Richwood, Union County, Ohio.

It is therefore ordered and adjudged by said Court that the said trustees execute a quit claim deed to the said Chas. A. Larcourt for said real estate as above described upon the payment by him of the costs herein taxed at \$4.00.

Tuesday Oct-6th 1896.

7129

Elmer F. Higgins }
vs
Will C. Higgins et al }

Court of Common Pleas,
Linn County, Mo.

7154

This day came the plaintiff, by his attorney, and produced in court the order of partition in this case heretofore issued and the report of the Sheriff and the Commissioners thereon, and the Court having examined the same and found them in all respects regular and in conformity with law approved the same, and the said reports are hereby approved and confirmed:

And it appearing to the Court by said report that said real estate will not bear partition and can not be divided without manifest injury, it is hereby ordered that an order of sale issue in this case commanding the sale of said real estate according to law, and this case is continued for further proceedings.

7179

Charles S. Chapman }
vs
Grant Kilbury et al }

Court of Common Pleas,
Linn County, Mo.

Now comes the plaintiff by his attorney, and the defendants having all been duly served with summons herein, and they all being in default for answer and demurrer, except the defendant William Wellwood, who does not deny the allegations of the petition, but alleges that he signed the note sued on as security, the Court find that the allegations of the petition are confessed by all of the defendants to be true, and that the defendants, Grant Kilbury, Joseph Wellwood, William Wellwood and John Q. Herd, ^{the latter as endorser} are indebted to the plaintiff Charles S. Chapman, in the sum of One Hundred and Fifty Seven Dollars, with interest at eight per cent from September 7th 1896.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of One Hundred and Fifty Seven Dollars, with interest as aforesaid, and his costs herein expended, taxed at \$

7147

And it being made to appear to the Court that the defendant William Wellwood, signed the note here sued on as surety for his ^{Joseph Wellwood & Grant Kilbury} Co-defendants, the Court find that Grant Kilbury, Joseph Wellwood and John Q. Herd are principal debtors, and said William Wellwood surety in the above judgment, and it is ordered that execution issue accordingly.

7169

Mary S. Rogers }
vs
John S. Gray et al }

Court of Common Pleas,
Linn County, Mo.

7178

It appearing to the Court that the defendant John S. Gray, after the commencement of this action, assigned his real estate conveyed by the mortgage set out in the petition herein to Howard C. Gray, for the benefit of his creditors - the said Howard C. Gray as Assignee of John S. Gray, is therefore on motion made a party defendant hereto; and it is ordered that process issue for him.

Tuesday Oct. 6th 1896.

7154

Elizabeth J. Lee
vs
Mary R. Lee Adm^r of
Robert F. Lee Guardian of
Elizabeth J. Lee

Court of Common Pleas
Union County, Ohio.

In the matter of the settlement of account of R. F. Lee, Guardian of Elizabeth J. Lee as filed by Mary R. Lee Adm^r of Robert F. Lee deceased.

This cause came on to be heard by the Court on the transcript and files in the case from the Probate Court of Union County, and a jury being waived it was submitted to the Court on the evidence and the arguments of Counsel and the Court being fully advised in the premises do find that Robert F. Lee as Guardian of plaintiff received from the estate of W^m Gabriel deceased on the 17th day of September, 1881, for his said ward Elizabeth J. Lee the sum of One hundred and fifty eight & 2/10 dollars, he has never paid her or settled with her for which sum with interest at six per cent. said guardian is still liable.

It is therefore considered ordered and adjudged by the Court that there is due the plaintiff from said guardian said sum and interest all amounting to Three hundred and two & 5/10 Dollars, which sum with the costs on this appeal from the Probate Court, the defendant ^{Robert F. Lee} Mary R. Lee deceased

It is therefore considered and adjudged by the Court that plaintiff recover of said defendant Mary R. Lee Administratrix said sum of Three hundred and two & 5/10 Dollars together with her costs expended herein on appeal taxed to \$

It is further ordered that the Clerk of this Court make out and file in said Probate Court a transcript of the proceedings and judgment herein to all of which defendant excepts, and gives notice of her intention to appeal within ten days for non-trial filed and motion overruled and no bond required.

7147

The Ohio Pipe Company
vs
The Village of Milford Center

Court of Common Pleas
Union County, Ohio.

Now comes the defendant herein and gives notice of its intention to appeal this cause to the Circuit Court and the Court fix the penalty of the bond to be given in case of appeal at \$900⁰⁰.

7178

The General Electric Company
vs
The village of Milford Center

Court of Common Pleas.
Union County, Ohio.

This cause being heard on the motion to set aside the finding decision and judgment of the Court and for a new trial.

The Court on consideration overrule the same - for to which ruling the defendant then and then excepts

Tuesday Oct-6th 1896.

Sept. 29th 1896.

7185

Emma R. Deer }
vs }
Mary R. Lee Adm^r &c.

Court of Common Pleas
Union County, Ohio.

In the matter of the settlement of Account of R. F. Lee deceased, Guardian of Emma R. Deer, as filed by Mary R. Lee Administratrix of Robert F. Lee deceased.

This day came on this cause to be heard by the Court on the transcript and files in the case from the Probate Court of Union County, Ohio, a jury being waived and this was submitted to the Court on the evidence and arguments of Counsel; and the Court being fully advised in the premises do find that Robert F. Lee as guardian of plaintiff received from the estate of Mrs. Gabriel deceased on the 7th of September 1881 for his said ward Emma R. Deer the sum of One hundred & fifty eight & 2/10 Dollars which he has never paid her or settled with her for which sum with interest at six per cent. said guardian is still liable.

It is therefore considered ordered and adjudged by the Court that there is due said plaintiff from said Guardian said sum and interest amounting to Three Hundred and Two & 5/10 Dollars which sum with the costs on this appeal from the Probate Court the defendant Mary R. Lee as Administratrix of the estate of Robert F. Lee deceased.

It is therefore considered and adjudged by the Court that plaintiff recover of said defendant Mary R. Lee Administratrix said sum of Three Hundred and Two & 5/10 Dollars together with her costs expended herein on appeal taxed to \$

It is further ordered that the Clerk of this Court make out and file in said Probate Court a transcript of the proceedings and judgment herein to all of which defendant excepts, and gives notice of her intention to appeal, motion for new trial filed and motion overruled, and no bond required.

7147

The Ohio Pipe Company }
vs }
The Village of Milford Center

Court of Common Pleas,
Union County, Ohio.

This cause being heard on the motion to set aside the finding, decision and judgment of the Court and for a new trial.

The Court on consideration overrule the same, to which ruling the defendant thurs. and there excepted.

7178

The General Electric Company }
vs }
The Village of Milford Center

Court of Common Pleas,
Union County, Ohio.

Now comes the defendant herein and gives notice of its intention to appeal this cause to the Circuit Court, and the Court fix the penalty of the bond to be given in case of appeal at \$2000 00.

7173

6980

Tuesday Oct. 6th 1896.

7173

A. J. Whitney
vs
William H. Carnus et al

Court of Common Pleas,
Union County, Ohio.

This cause coming on for hearing upon the petition and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are all in default for answer or demurrer, and that the allegations of the petition are thereby confessed by them to be true, that there is due the plaintiff from the defendant William H. Carnus, on the note as set forth in the plaintiff's petition One Hundred Dollars, with interest on the first two at 8 per cent per annum, payable annually on the 13th day of April each year from the 21st day of November, 1894, and on the last of said note there is interest due on \$50.00 from the 21st day of November, 1894, at 8 per cent payable annually on the 13th day of April up to April 13th, 1895.

The Court further find that in order to secure the payment of said note as set forth in plaintiff's petition, the defendants, William H. Carnus and Caroline Carnus, executed and delivered to A. J. Whitney their certain mortgage as in said petition described, and on the premises therein described; that said mortgage was duly presented for record on the 7th day of May, 1894, and duly recorded on the 21st day of May, 1894, in book No. 71 page 327-8, Union County records of mortgages, and is a good and valid lien on the premises described in the said petition; that the conditions of said mortgage have been broken.

It is therefore ordered and adjudged by the Court that the said plaintiff recover of the said defendant, William H. Carnus the sum of \$100.00 and the interest which has accrued amounting in all to \$121.29 and his costs herein expended.

The Court further find that Jefferson W. Severe and Nancy C. Severe, Charles V. Domigan and Rebecca V. Domigan, defendants herein, being in default for answer or demurrer, are forever barred from setting up any claim to said premises;

It is therefore ordered and adjudged, that Jefferson W. Severe, Nancy C. Severe, Charles V. Domigan and Rebecca V. Domigan be, and they hereby are each forever barred from setting up any claim to said property by reason of any lien which they may have had.

And it is further ordered and adjudged that the equity of redemption of the defendants, William H. Carnus, Caroline Carnus, Jefferson W. Severe, Nancy C. Severe, Charles V. Domigan and Rebecca V. Domigan be foreclosed, and the 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.

6980

Anne Taylor Love Adams
vs
Cary Jarvis

Court of Common Pleas, Union County, Ohio.

October 6, 1896. By consent the period of thirty days from the rising of the Court is allowed in which to prepare present and file bills of exceptions taken at the trial and hearing as of the term, and it is ordered that the Journal be kept open for said period for proper entries thereof
Approved, John A. Rice
Judge.

Tuesday Oct. 6th 1896.

7167

Minnie Dell W. Ginnis
vs
John Sterling W. Ginnis

Court of Common Pleas,
Union County, Ohio.

This cause coming on for hearing this 6th day of October, 1896, was submitted to the Court upon the pleadings and the evidence; on consideration whereof the Court find that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that she was married to the defendant as in her petition set forth, and that no children have been born of said marriage.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty toward the plaintiff in the manner alleged in her petition, and that by reason thereof the plaintiff is entitled to be divorced from him.

The Court do further find that said parties have agreed between themselves that the sum of three hundred and fifty dollars, to be paid by the defendant John Sterling W. Ginnis to the plaintiff within thirty days from this date, (provided that within said thirty days he pay to her the further sum of two hundred dollars for the release of her inchoate right of dower in his said real estate described in her petition herein), shall constitute the full amount of plaintiff's claims against said defendant as and for alimony from this date.

It is therefore ordered adjudged and decreed by the Court that the marriage contract heretofore existing between the said Minnie Dell W. Ginnis and John Sterling W. Ginnis be, and the same hereby is, dissolved, and both parties are released from all obligations thereof.

It is further ordered and adjudged that the said defendant John Sterling W. Ginnis, within thirty days from this date, pay to the plaintiff the sum of three hundred and fifty dollars, as and for alimony from this date, as has been agreed upon between them; and the same is hereby made a lien upon the real estate of said defendant described in the petition herein. In default of such payment at the time stipulated, execution is allowed to issue therefor.

It is further ordered and adjudged that the plaintiff be, and she hereby is, restored to her maiden name of Minnie Dell Spicer.

It is further considered by the Court that plaintiff recover from said defendant her costs herein expended, taxed at \$

Approved.
J. C. Robinson &
Cameron & Cameron
Attys for Defs.

J. F. Miller
Atty. for Plff.

Anna Taylor Linn Adm.
vs
Cary James

Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff and presents to the Court her 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 a part of this case.

Nov. 4, 1896

Tuesday Oct. 6th 1896.

923

State of Ohio }
vs }
William S. Smith } Court of Common Pleas, Union County, Ohio.
Indictment for Nuisance.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into open Court in custody of Sheriff asks leave to change his plea heretofore made in the case, of not-guilty, and enter a plea of "guilty."

Thereupon the Court being fully advised in the premises orders and adjudges that the said defendant William S. Smith pay a fine of \$1⁰⁰ and the costs herein taxed at \$

7176

The Farmers Bank }
vs }
Alf Scott et al } Court of Common Pleas,
Union County, Ohio.

This day this cause is settled and costs paid.
Paid for Offg.
Strike for Comm. Mutual
Merchant for Adm.

Nov. 3rd 1896.

7178

The General Electric Company, }
vs }
The Village of Milford Center } Court of Common Pleas
Union County, Ohio.

This day came on to be heard plaintiffs motion in the defendants answer and cross-petition herein and were argued by counsel and submitted to the Court.

The Court being fully advised in the premises finds that said Motion No. 1., 2. and No. 3. of the original motion and the amended and supplemental motion filed herein are well taken and accordingly sustains the same. It is therefore ordered by the Court that the following parts be, and the same hereby are, struck from said answer and cross-petition; - No. 1, All that part beginning with the words "this defendant further answering by way of cross-petition says that the finding of the Court" &c and ending with the words "Over paid the amount due and owing said Thomas H. Botham by \$436.34." No. 2, All that part beginning with the words, "Wherefore this defendant prays the Court" &c and ending with the words, "and further relief as this defendant may in equity be entitled." No. 3, All that part beginning with the words, "that this defendant" and ending with the words, "from November 23, 1896, or any other sum." No. 4, All that part containing the argument as follows "that this defendant denies each and every allegation in the plaintiffs petition not herein specifically admitted."

And thereupon the defendant by its duly authorized attorney being present in open Court moved the Court for time within which further to plead herein and the Court having duly considered said motion ruled and ordered that, if said defendant plead further herein, it must file its pleading this day, unless the said defendant desired to file a general denial to the plaintiffs petition or unless the said defendant would make known to the Court a defense different from the pretended one in its original answer &c cross-petition, in either of which cases a reasonable time would be given within which to file a pleading. Thereupon said defendant by its said attorney, refused to plead said general denial &c refused also to make known to said Court any alleged defense different from the pretended one in its original answer and cross-petition and refused to plead further herein, this day.

The defendant duly excepted to the foregoing ruling and orders of the Court.

Court adjourned to Monday Nov. 16th 1896, at 10 o'clock A.M.

Monday Nov. 16th 1896.

Court convene at 10³⁰ A.M. pursuant to adjournment.
 Present Hon. John A. Price Judge.

7232 } The Farmers Bank
 vs }
 Hylas Wood and }
 Catherine Wood }

Court of Common Pleas
 Union County, Ohio.

This day came the plaintiff by John M. Brodrick its Attorney, 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 issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney confessed that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of \$804²⁷.

It is therefore considered that said plaintiff do recover from said defendants the said sum of \$804²⁷ or 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.

7227 } The D. Q. Fox Company
 vs }
 Louis H. English and }
 Julia A. English }

Court of Common Pleas
 Union County, Ohio.

This day this cause came on for hearing on the petition and the evidence, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true.

The Court further find that there is due from the defendants Louis H. English and Julia A. English to the plaintiff the sum of Three Hundred and Eighty Eight & ⁹/₁₀₀ Dollars, with six per cent interest from Nov. 16, 1896.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants the said sum of Three Hundred and Eighty Eight and ⁹/₁₀₀ Dollars and its costs herein taxed at \$ and execution is awarded therefor.
 Brodrick for Plf.

7216 } The National Wall Paper Co.
 vs }
 Jesse F. Pearse }

Court of Common Pleas,
 Union County, Ohio.

This day this cause came on to be heard and was set down for trial and the Court finds that the defendant is in default for answer, demurrer or other pleadings and that he has been regularly and duly served with summons by the Sheriff of this County.

The Court further finds that the allegations contained in

plaintiff's petition are all confessed by the defendant to be true, and that there is due the plaintiff from the defendant the sum of \$1008.83 with interest at six per cent from this date.

It is therefore considered, adjudged and decreed by the Court that the plaintiff National Wall Paper Company recover from the defendant Jesse F. Pearce the sum of one thousand and eight & 83/100 (\$1008.83) dollars with interest at 6 per cent from this date Nov. 16, 1896, and its costs herein expended taxed to \$9.61.

In the matter of allowance }
to the Sheriff }

It is ordered by the Court that there be allowed to Wm. Swoygrass Sheriff of Union County, the sum of (\$300⁰⁰) Three hundred dollars to be paid out of the County Treasurer on the warrant of the County Auditor for services for the year 1896, in criminal case when the state has failed to convict or the defendant has proven insolvent and for other services not particularly provided for said allowance being made under and by virtue of statute 1231 of the Revised Statutes of Ohio.

November 16, 1896.

John A. Price, Judge of
Court of Common Pleas.

Certificate for Pay.

Sheriff's Office, Union County, Ohio,

Waysville, Ohio, November 16th 1896.

To Hon. John A. Price, Judge.

The Court charges for the September Term A.D. 1896, Union County Common Pleas, are due for services rendered and are as follows:
Union County, Ohio.

To Wm. Swoygrass, Sheriff, Dr.

To Serving Grand Jury Venise,	\$ 4.00
To Serving Petit Jury Venise,	\$ 4.00
To Serving Special Jury Venise,	\$ 3.40
To Serving Grand Jury Witnesses,	\$ 1.60
To Making 16 Copies, Grand Jury witnesses	\$ 1.50
To 180 Miles Travel, Grand Jury witnesses	\$14.40
To Joseph Lawrence Court Bailiff	\$54.00
To Jesse Pearce Deputy	\$57.00
To For calling 16 Grand Jury witnesses	.80
Total	\$137.80

I hereby certify the above bill to be correct.

Wm. Swoygrass
Sheriff of Union County, Ohio.

To the Clerk of Courts, 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.

Nov. 16th 1896

6965 } James A. Kyle et al }
 vs }
 Taylor Kusterweller et al }
 Court of Common Pleas
 Union County, Ohio.

On motion of the defendant, Cross-petitioner John Robinson by his attorney, 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 consideration 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 John Robinson by deed in fee simple the lands and tenements so sold and the purchaser is hereby subrogated to all the rights of the said lienholders, in said premises so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to Six Hundred and One (\$601) Dollars, it is ordered that the Sheriff out of the money in his hands pay -

First - The costs of this action, taxed to \$95.38.

Second - To the said Cross-petitioner John Robinson defendant as a credit upon the amount heretofore found due him the balance of \$505.62 remaining of said proceeds.

~~And that said remaining due the said John Robinson the sum of \$ it is considered that he recover the same from the defendant~~

7165 } John Robinson }
 vs }
 Carrie C. Rouse et al }
 Court of Common Pleas
 Union County, Ohio.

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 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 the said Sheriff convey to the purchaser John Robinson by deed in fee simple the lands and tenements so sold and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of the sale amounting to \$467. it is ordered that the Sheriff out of the money in his hands pay -

First - The costs of this action taxed at \$31.70

Secondly - To the plaintiff John Robinson the balance of said

7173

705

678

Nov. 16 1896.

money remaining in his hands to-wit: the sum of \$435.30 to be applied as a credit upon his judgment against the said Carrie C. Rouse and Carl A. Rouse defendants.

7173

A. J. Whitney }
vs }
Wm. A. Barnes et al }
Court of Common Pleas
Union County, Ohio.

On motion of the plaintiff and on his producing the returns of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser A. J. Whitney 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 the Court coming over to the distribution of the proceeds of said sale amounting to \$75.00 it is ordered that the Sheriff out of the money in his hands pay:

First - the costs of this action.

Second - to the plaintiff the balance - It not being sufficient to pay his Lien, but to be applied as a credit upon his said judgment and lien.

7055

Walter Richardson }
vs }
Oliver Richardson et al }
Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the motion of J. M. Kennedy, Administrator of Martin Richardson, deceased, to have the note taken for deferred payments held by the Sheriff of Union County, Ohio, turned over by said Sheriff to said Administrator to pay debts.

The Court being fully advised in the premises do order the said note turned over to said Administrator as above asked for.

J. M. Kennedy, Atty.

6788

The Live Oak Distillery Co. }
vs }
J. W. Swore et al }
Court of Common Pleas
Union County, Ohio.

On motion of A. H. Murphy defendant - Cross-petitioner and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser A. C. Conkright 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

Continued to page 573

Times for holding Court.

Be it remembered that at a meeting of the Judges of the Court of Common Pleas of the Sixth Judicial District of the State of Ohio, held in the City of Findlay in the County of Hancock and in the State of Ohio, on the third Tuesday of October A.D. 1896, to fix the times for commencing the terms of Court in said District for the year 1897, all of the said Judges being present: It was ordered: That times of Court in the several Counties of the Sixth Judicial District of the State of Ohio, during the year 1897, be held at and from the dates following, commencing at the hour of nine o'clock in the morning of said several days. To-wit:

In Crawford County	January 4,	April 12,	Sept. 13,
In Hancock County	January 4,	March 29,	Sept. 13.
In Hardin County	February 23,	May 24,	Nov. 8,
In Logan County	March 8,	May 24,	Oct. 18,
In Marion County,	February 15,	May 17,	Oct. 25.
In Seneca County,	February 15,	May 17,	Oct. 8,
In Union County,	January 4,	April 19,	Sept. 6,
In Wood County,	January 4,	March 29,	Sept. 13,
In Wyandot County,	February 15,	May 17,	Oct. 25,

In testimony of which we have hereunto set our hands at the date herein before set forth.

J. W. Schaufelberger	} Judges.
Caleb H. Norris	
Allan Smalley	
John A. Price	
Charles H. Gullbourn	

Nov. 16, 1896

for the protection of this title.

And the Court coming now to distribute the proceeds of said sale amounting to \$248⁴⁰, it is ordered that the Sheriff out of the money in his hands pay-

First= the costs of this action taxed at \$49.84.

Second= to the defendant mortgagee H. K. Murphy the amount heretofore found due him, with interest to-wit: the sum of \$138¹⁹.

Thirdly= to the plaintiff The Live Oak Distillery Co. the balance of said money remaining in his hands to-wit: the sum of \$58.32 to be applied as a credit upon its judgment against the said defendants.

Elizabeth Green

Court of Common Pleas

7215

Benj. Green

Knox County, Ohio.

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

The Court also find that the plaintiff, at the time of filing her petition, had been a resident of the state of Ohio for one year next preceding the same and was at the time a bona fide resident of this county of Knox, 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 by striking said plaintiff with his fist, and that he failed to properly maintain said plaintiff and their minor children, and that by reason thereof the plaintiff is entitled to a divorce.

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

It is further ordered that the Custody, care, education and control of said children of the parties hereto be, until further order confided to the said Elizabeth Green exclusively, and the said Benjamin Green is hereby enjoined from interfering in any manner with either of said children or with the said Elizabeth Green in her custody of them, and from visiting said children until further order of Court, and is adjudged and set off to plaintiff all the property that is now in her possession which is described in the said petition as being the joint ownership of the two, as and for her alimony

Monday Nov. 16, 1896

7214

Phoebe Kirby } Court of Common Pleas
 vs } Union County, Ohio.
 D.B. Patch }

Now comes the plaintiff by her attorney, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and find that the defendant D.B. Patch is indebted to the plaintiff Phoebe Kirby in the sum of Four Hundred and Fifty & 15/100 Dollars, with six per cent interest on \$334.27 from November 16th 1896, and eight per cent interest on \$15⁰⁰ from November 16th 1896.

It is therefore considered and adjudged by the Court that the said plaintiff recover from said defendant the said sum of \$450⁰⁰ with six per cent interest on \$334.27 from November 16th 1896, and eight per cent interest on \$15⁰⁰ from November 16th 1896, and her costs herein expended taxed at \$ And on motion of the said plaintiff, it is ordered that the Sheriff proceed, as upon Execution, to advertise and sell the real estate heretofore attached in this action, and now in his hands remaining, or so much thereof as will satisfy the judgment and costs aforesaid, and that he report his proceedings to this Court for confirmation.

7181

The Farmers Bank } Court of Common Pleas,
 vs } Union County, Ohio.
 Sylvanus Taylor et al }

On motion of plaintiff, and on its producing the return of the Sheriff, of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Charles W. Southard in trust for the Farmers Bank, Plaintiff 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 the purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on, and the mortgage of Amelia J. Taylor herein set up by answer and Cross-petition herein, to be entered on the records thereof, in the office of the recorder of said Union County.

And the Court coming now to distribute the proceeds of said sale, amounting to Eighteen Hundred and Forty Eight Dollars, it is ordered that the Sheriff out of the money in his hands, pay:

First: To the Treasurer of this County, the taxes, penalties and interest against said property, to-wit, the sum of \$73⁰⁰.

Secondly: The Clerk of this Court, the costs of this action, taxed at \$

Thirdly: To the plaintiff, The Farmers Bank the amount heretofore found due it with interest to-wit, the sum of \$1732.97.

Fourthly: To the defendant Amelia J. Taylor the balance of the money if any, to apply on her mortgage so set up by her in her answer and Cross-petition herein filed.

Leave is hereby granted to Lemuel Cahill to file answer and Cross-petition herein.

7116

7209

Nov. 16th 1896.

7116

Simon M. Moran
vs
Census M. Lean et al

Court of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing on the plaintiff's petition no answer filed by defendants.

The Court being fully advised in the matter as shown by the record that each and every one of the defendants have been duly served according to the provisions of the laws of Ohio, and the Court being fully advised satisfied that the allegations of plaintiff's petition are true.

It is therefore adjudged and ordered by the Court that plaintiff Simon M. Moran do recover the sum of \$271.75, with interest at 8% from April the 4th 1882 to date of judgment which amounts with interest, to \$587.18.

It is therefore ordered by the Court that if defendants fail to pay plaintiff the aforesaid sum within three days that an order of appraisement and sale issue to sell the lands described in plaintiff's petition, and that the proceeds of said sale be applied to payment of plaintiff's judgment and cost of this case.

7209

The Citizens Home and Savings Co
vs
Louis H. English et al

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing on the petition and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the plaintiff's petition are thereby confessed by them to be true; and that there is due the plaintiff from the defendant Louis H. English, on the contract set in the petition, with weekly payments to the date of this decree, the sum of Eight Hundred and Forty Four and 7/10 Dollars.

The Court further find that in order to secure the payment of said contract, the defendants Louis H. English and Julia A. English his wife, executed and delivered to said The Citizens Home and Savings Company, the plaintiff their mortgage, as in the petition described, and on the premises therein described.

That said mortgage was duly recorded in volume 33 page 116 of the Records of mortgages of said Union County, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage has been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant Louis H. English the said sum of \$844.50, with weekly payments of \$1.65 for each week from and after the 16th day of November, 1896, and its costs herein expended taxed at \$.

And it is further adjudged and decreed that unless the defendant Louis H. English, 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 or found due as aforesaid, with weekly payments of \$1.65 from and after the 16th day of November 1896, the defendant's equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

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page 20

Nov. 16, 1896.

7224

In the matter of the application
of the Trustees of the Marysville
Methodist Episcopal Church.

Court of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing on the petition of the Trustees of the Marysville Methodist Episcopal Church, and the same was submitted to the Court on the petition and the evidence.

On consideration whereof the Court find that the sale of the premises prayed for in said petition appears upon the hearing hereof to be desired by the members of the said Marysville Methodist Episcopal Church, and that it is right and proper that authority be given to accomplish the same.

It is therefore ordered and decreed by the Court that the said Trustees of the Marysville Methodist Episcopal Church proceed to cause said premises to be appraised, and they are hereby authorized and empowered to sell the said premises in the first and second cases of a time at private sale for not less than the appraised value thereof; but if they deem best, or if they fail to sell the same at private sale, then said Trustees are authorized and empowered to sell the same at public auction by giving thirty days notice thereof in some newspaper published and of general circulation in said Union County.

It is further ordered that said Trustees be, and they hereby are, authorized and empowered to sell the buildings and lands separate.

It is further ordered that the terms of said sale may be either cash in hand or in payments at the option of said Trustees.

If in payments, the time of the last payment shall not exceed two years from the day of sale, and the cash payment shall not be less than one-third the proceeds thereof; all deferred payments shall be secured to the satisfaction of said Trustees and shall bear interest at six per cent per annum.

The Citizens Home & Savings Co.

Court of Common Pleas,
Union County, Ohio.

7207

vs
Allie C. Rogers et al

This cause coming on for hearing on the petition and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant Allie C. Rogers on the contract set forth in the petition, with weekly payments to the date of this decree the sum of Two Thousand One Hundred and Thirty Eight & 2/100 Dollars.

The Court further find that in order to secure the payment of said contract, the defendants, Allie C. Rogers and Eli C. Rogers, her husband, executed and delivered to said The Citizens Home and Savings Company, the plaintiff, their mortgages as in the petition described, and on the premises therein described; that one of said mortgages was duly recorded in Volume 33 page 9, and the other was duly recorded in Volume 33, page 249, of the records of mortgages of said Union County, and are good and valid liens on the premises described in the petition, and that the conditions in said mortgages have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant Allie C. Rogers the said sum of Two Thousand, One Hundred and Thirty Eight & 2/100 Dollars, with weekly payments of Four and 2/100 Dollars for

722

721

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each week from and after the 16th day of November, 1896, and its costs herein expended taxed at - \$

And it is further adjudged and decreed that unless the defendant Allie C. Rogers shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with weekly payments of Four & 2/100 Dollars from the 16th day of November, 1896, the defendant's Equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

7226 Annie L. Freshwater } Court of Common Pleas
vs } Union County, Ohio.
Englehart-C. Lauer et al }

It appearing to the Court that Effie Lauer a minor defendant under fourteen years of age, has been duly served with summons; on application of the plaintiff, it is ordered that John W. Brodrick be appointed ad litem for said minor defendant, thereupon said John W. Brodrick accepts said appointment.

7212 Elizabeth A. Yeats } Court of Common Pleas
vs } Union County, Ohio.
Frank Carpenter et al }

This day this cause came on to be heard and was submitted to the Court upon the pleadings the evidence and the exhibits, and the Court being fully advised in the matter find that the defendants have each and every one been duly served with summons in this case; that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendants Frank Carpenter and Jessie B. Carpenter on the promissory note set forth in the petition with interest to the date of this decree the sum of Twelve Hundred and Twelve & 2/100 Dollars (\$1212.62).

The Court further find that in order to secure the payment of said note the defendant Frank Carpenter, and his wife Melissa Carpenter who therein released all right of dower in said premises, and Jessie B. Carpenter executed and delivered to plaintiff their certain mortgage deed as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 35, page 301 & 302 of the record of mortgages of Union County, Ohio, and is a good, valid and subsisting lien, and the first and best lien upon the premises described in the petition; and that the conditions of the said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendants Frank Carpenter and Jessie B. Carpenter the said sum of Twelve Hundred and Twelve & 2/100 Dollars and her costs herein expended.

And it is further adjudged and decreed that unless the defendants Frank Carpenter and Jessie B. Carpenter 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

Nov. 16, 1896

with interest on \$1100⁰⁰ thereof at 6 1/2 per cent. per annum, payable ^{semi} annually from the 16th day of November, 1896, and on \$112⁶³ thereof at 8% per annum from the 16th day of November 1896, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Lorain County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

7226
Annie L. Freshwater
vs
Englehart C. Lauer, et al

Court of Common Pleas,
Lorain County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that all the defendants have been duly served with summons in this case, except John N. Laird, Adm^r of Mrs. Laird, who duly waived service; that Englehart C. Lauer, Catherine E. Decker and John N. Laird, as Administrator of the Estate of Mrs. Laird, deceased, are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that the defendants, Englehart C. Lauer and Catherine E. Decker executed to said Mrs. Laird, now deceased, the six several notes, as set forth in the petition; that one of said notes was past due when the petition was filed, and is still unpaid, that the other notes are not due and that all of said notes were duly indorsed to plaintiff as in the petition alleged.

The Court further find that there is due to the plaintiff from the defendants Englehart C. Lauer and Catherine E. Decker, as principal, and from the defendant, John N. Laird, Administrator of Mrs. Laird, deceased, as guarantor, on the said note which is overdue, with interest to this day, viz: November 16, 1896, the sum of \$120.35.

The Court further find that in order to secure to said Mrs. Laird the payment of said several notes, the defendants, Englehart C. Lauer and Catherine E. Decker, at that time his wife - but since divorced and inter-married with one Jonas Decker, executed and delivered to said Mrs. Laird their certain mortgage, as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book page of the records of mortgages of Lorain County, Ohio, and is a good and valid lien on the premises described in the petition; that the conditions of said mortgage have been broken, and the same was duly assigned to plaintiff.

The Court further find that on the 17th day of February, 1896, the defendants, Englehart C. Lauer and Catherine E. Decker, at that time Catherine E. Lauer, duly executed and delivered to plaintiff a certificate, authorizing her to pay the taxes assessed on the premises described in the petition, levied for the years 1894 and 1895, amounting to \$22⁸⁶; that plaintiff paid said taxes on Feb. 7, 1896.

That said certificate was in accordance with the requirements of Sec. 2847 of the revised statutes of Ohio, was duly filed with the Recorder of Lorain County, Ohio, on the 18th day of February, 1896, at 8 O'clock A.M. - and recorded in Record of Tax liens of said County, in Vol. 1 - page 1, and that there is due plaintiff by reason of the payment of said taxes, from the defendants, Englehart C. Lauer & Catherine E. Decker said sum of \$22⁸⁶, with interest at 8% from Feb. 7, 1896,

It is further considered by the Court that the plaintiff recover from the

Nov. 16, 1896.

defendants, Engelhart C. Lauer and Catherine C. Decker as principals and from the defendant John N. Laird, Adm^r of Moses Laird deceased, as guarantor, the said sum of \$120.35; with interest from this date, and his costs herein expended - and from the defendants Engelhart C. Lauer and Catherine C. Decker, the additional sum of \$22⁰⁰, with interest at 8% from Feb. 7, 1896.

And it is further adjudged and decreed that unless said defendants shall within three days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with the interest as aforesaid, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of 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, in so far as it affects the rights or interests of the defendant Effie Lauer, a minor is continued.

7192 Maggie C. Gill }
vs } Court of Common Pleas Union County,
Hugh H. Vincenzani } Ohio.

Now came the plaintiff herein 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 at the time of beginning this action the said plaintiff was in possession of the real property described in the petition, and that she has a legal estate in and is entitled to the possession of the same; that neither the defendants, nor any one of them, have any estate in, or are entitled to the possession of, said real estate or any part thereof, and that 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, adjudged and decreed that the title and possession of the said Maggie C. Gill to all and singular the premises in the petition described, to-wit: situate in the County of Union, State of Ohio, and Village of Richwood, and being on Lot No. 103 (one hundred & three) as plat^d and recorded in the Union County Records of plat at the Union County Records of plat, 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 said defendants, and each and every one of them, and all persons claiming under them, are hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of the said Maggie C. Gill thereto, or in any manner interfering with her use and enjoyment of the same.

Nov. 16th 1896.

Lincoln C. Lybarger,

Court of Common Pleas,
Union County, Ohio.

7039

Rebecca Hicks et al }

On motion of the plaintiff, and on producing the return of the Sheriff of the sale made by him under the former order of this Court; and the Court on careful examination of the proceedings of said Sheriff, being satisfied that said sale has been made in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed.

And it is ordered that the said Sheriff convey to the purchaser Lincoln C. Lybarger by deed in fee simple the lands and tenements so sold; and a writ of possession is hereby awarded to put said purchaser in possession of said premises.

And it is further ordered that the Sheriff out of the money in his hands pay:

First, = the costs of this action, and

Second: the amount due the plaintiff with interest to-wit, the sum of \$

And the Court finding after paying the costs, and the plaintiff his claim, that there is nothing left in his possession for further distribution.

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