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Monday Nov. 16th 1896.

Mary S. Rogers } Court of Common Pleas,
7169 vs } Erie County, Ohio.
John S. Gray et al }

This cause now coming on for hearing on the petition of the plaintiff, the Cross-petition of the defendants, Josephine Gray and the Robinson & Curry Company, and the evidence, the Court find that all the defendants have been duly served with Summons, except Josephine Gray, who has entered her appearance herein by pleading; that the defendants T. E. Williams, John S. Gray and Howard E. Gray, as Assignee of John S. Gray, are in default for Answer and demurrer; that all the defendants are in default for Answer or demurrer to the Cross-petition of the defendants, Josephine Gray and the Robinson & Curry Co.; And that the allegations of the petition and the Cross-petition of said Josephine Gray and the Robinson & Curry Co. are thereby confessed to be true, and that there is due the plaintiff from the defendant, Howard E. Gray Assignee of John S. Gray, on the promissory notes set forth in the petition, with interest to this day, viz: Nov. 16th 1896, the sum of Six Hundred and Thirty Seven & 60/100 Dollars and to the defendant The Robinson & Curry Co. on their Mechanics lien the sum of $34 40.

The Court further find that in order to secure the payment of said notes, the defendants John S. Gray and Josephine Gray, his wife, executed and delivered to said Mary S. Rogers the plaintiff, their certain Mortgage as in the petition described; that said Mortgage was duly recorded in Book 38, Page 298 et seq. of the records of Mortgages of Erie County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions of said Mortgage have been broken.

The Court further find that on the 11th day of June, 1896, the former defendant, John S. Gray, for a good and sufficient consideration, duly executed and delivered to the defendant, Josephine Gray, a deed of general warranty, conveying to her the premises described in her Cross-petition herein, and that said premises is now the property of said Josephine Gray.

It is further considered by the Court that the plaintiff recover from the defendant, Howard E. Gray, Assignee of John S. Gray, the said sum of $637.60, and her costs herein expended.

And it is further adjudged and decreed that unless the defendant Howard E. Gray as Assignee of John S. Gray, shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest at 8 per cent from this 16th day of November, 1896, and to the defendant, The Robinson & Curry Co. the sum of $34 40, so found due them, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue to the Sheriff of Erie County, Ohio, directing him to appraise, advertise and sell, separately the premises belonging to Howard E. Gray, assignee of John S. Gray and the defendant, Josephine Gray, as upon execution, and report his proceedings to this Court for further order.

Monday Nov. 16. 1896

Joseph P. Martin
vs
7130 John O. Fleck et al

Court of Common Pleas
Union County, Ohio.

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 and sale made by the said Sheriff, being satisfied that the same have been had in all respects in conformity to law, and the orders of this Court, it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Abney E. Mitchell 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 the premises so sold.

And the Court order that the Sheriff out of the money in his hands pay:

First: The costs of this action taxed at $ 46 72.

Second: To the plaintiff the amount heretofore found his due with interest thereon.

Third: To the defendants John O. Fleck and John R. Woods as trustees of the United Presbyterian Church in Unionville, any balance of the money that may remain in his hands to-wit: $

Frank L. Kizerte
vs
7104 Mary Kizerte et al

Court of Common Pleas,
Union County, Ohio.

On motion to the Court, and upon producing the return of the Sheriff of his proceedings and sale made by him of a part of the premises, under the former order of this Court to-wit; the third and last tract described in the plaintiffs petition and being the 1/8 of an acre therein described, and the Court on examination, being satisfied that said sale has been in all respects according to law, the said proceeding and sale are hereby approved and confirmed; and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser Frank L. Kizerte in fee simple, free from the dower of the said Mary Kizerte. She the said Mary Kizerte having asked that in lieu of her dower, that its value be paid and secured to her in money and the Court find the just and reasonable value of her dower to be $

It is further ordered that out of the proceeds of said sale the Sheriff pay. The taxes due on said premises;

First: the costs herein made, including a counsel fee to Porter & Porter of $

Second: to the said Mary Kizerte widow, the sum of $ as and for her full dower interest in said premises.

Third: and of the residue of the proceeds of said sale,

6933

Nov. 16, 1896.

To the plaintiff 1/4 part of the down payment

To the said Simon P. Hyserte one-fourth of the cash proceeds and one-fourth of the notes and securities for the deferred payments.

To William A. Hyserte a like one-fourth of said money and notes and securities:

And to Marquis L. Hyserte a like one-fourth of said money, notes and securities.

And as to the premises not sold, and as to all other questions this case is continued.

For amount of the widows dower, see entry in this case, on page 15 of this Journal.

Stephen Cranston } Court of Common Pleas,
6933 vs } Union County, Ohio.
S. A. Sterling et al }

This day this cause came on for trial, and a Jury being waived, was submitted to the Court upon the pleadings & evidence.

On consideration whereof the Court find on the issue joined for the defendants J. M. McIlroy and Lafe McIlroy.

It is therefore considered and adjudged that the said defendants J. M. McIlroy and Lafe McIlroy go hence without day, and recover of the plaintiff their costs herein expended taxed at $ and Execution is awarded therefor.

The Court further find that the defendant S. A. Sterling is in default for Answer and demurrer to plaintiffs petition herein filed, and that the allegations thereof are thereby confessed by him to be true, and that he is indebted to the plaintiff in the sum of One Hundred & Twenty Six & 89/100 Dollars with Eight per cent; interest thereon from the first day of this term to-wit: September 7th 1896.

It is therefore considered and adjudged by the Court that the said plaintiff recover of the said defendant S. A. Sterling said sum of One Hundred and Twenty Six & 89/100 Dollars with Eight per cent interest thereon from September 7th 1896 and his costs herein expended taxed at $, and execution is awarded therefor.

W. T. Hoopes for Pltff.
Bordwell for McIlroys.

Order to draw Jury

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: for the 7th day of December 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 fourteen (14) 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 4th day of January, 1897, at 10 o'clock in the forenoon of said day.

John A. Price
Judge of the Court of Common Pleas.

Nov. 16th 1896.

7156 Johnson & Temple vs Thomas N. Cullum et al } Court of Common Pleas. Knox County, Ohio.

This cause coming on for hearing upon the pleadings and evidence was submitted to the Court without the intervention of a Jury, on consideration whereof the court find: that the defendant, Jesse Brown, has been duly served with Summons and is in default for Answer or demurrer, and is therefore forever barred from setting up any claim to the premises described in plaintiffs petition by reason of any existing lien; that the defendants, Thomas N. Cullum and Rosetta Cullum Executed and delivered to one Roxanna P. Rogers the mortgage deed described in plaintiffs petition and on the property therein described.

That said Mortgage was duly recorded at the Knox County Recorder's office on the 7th day of April, 1896; that said mortgage was executed to secure the notes set up in plaintiffs petition, and in the defendants Simon Needles' and William H. Hamilton's Cross-petition.

The Court further find that the condition of defeasance in said mortgage has been broken and the said plaintiff is thereby entitled to have the equity of redemption of the defendants, Thomas N. Cullum and Rosetta Cullum, foreclosed.

And the Court further find that there is due the defendant James B. Guthery, on the note set up in his Cross-petition including interest to the first day of this term, the sum of Thirty Five & 5/100 Dollars, and that said sum is a lien against said property by reason of a certain Mortgage executed by one M. Y. Rogers and Roxanna P. Rogers to one Walter A. Pinney on said premises to secure said sum as set up in said James B. Guthery's Cross-petition.

That said M. Y. Rogers and Roxanna P. Rogers were the owners of said premises at the time of executing said Mortgage and that the said Walter A. Pinney afterwards assigned said mortgage to the said James B. Guthery, and said lien of James B. Guthery is the first and best lien on the said premises for the amount so found due.

The Court further find that there is due the plaintiff on the note described in its petition the sum of Fifty two and 17/100 Dollars including interest computed to the first day of this term, and that its lien for said sum is the second best lien on said premises.

That the notes of Simon Needles and William H. Hamilton are not yet due, that they were executed by the said Thomas N. Cullum to Roxanna P. Rogers for the said sums as set up in their Cross petitions and were assigned to the said Simon Needles and William H. Hamilton and are secured by the mortgage as set forth in plaintiffs petition and are the third and fourth best liens, respectively, on said premises.

It is therefore considered and ordered by the Court that the said Jesse Brown be, and he hereby is, forever barred

Nov. 16, 1896.

from claiming any lien on said premises by reason of any existing lien or liens.

It is further considered and decreed that the defendants Thomas N. Cullum and Rosetta Cullum, Equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefore to the Sheriff of Union County directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

7103 Ada Zigler vs J. H. McElroy } Court of Common Pleas, Union County, Ohio.

The the defendant being called and failing to appear as recognized to this Court it is ordered that the issue of his Guiltiness be tried by a Jury.

7103

7187

Nov. 16th 1896.

Ada Zigler } Court of Common Pleas
7183 vs } Union County, Ohio.
Z. A. McElroy }

The defendant Z. A. McElroy having been found guilty as charged in this case, he is now therefore adjudged by the Court to be the reputed father of the said Child and it is ordered that he stand charged with the maintenance thereof in the sum of Two Hundred and fifty ($250.00) Dollars and that he pay said sum, $75.00 in 30 days, $75.00 in 6 months and One hundred dollars in one year with interest at 6 % and also that he pay the costs of this proceedings for all of which execution is awarded.

It is further ordered that the said defendant give security to the acceptance of this Court for the payment 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 Court.

Mary E. Lloyd } Court of Common Pleas
7187 vs } Union County, Ohio.
George W. Lloyd }

This cause came on this day on the petition, the defendant being in default for answer, and the evidence, and on Consideration thereof the Court find that the plaintiff at the time of the filing of her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union, and that 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 gross neglect of duty as set out in said plaintiffs petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between said Mary E. Loyd and George W. Loyd 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 said children of the parties hereto be until further order, confided to the said Mary E. Loyd plaintiff, exclusively.

And the Court further find that the plaintiff and defendant are the owners of the following described real estate not heretofore disposed of to-wit,

Situate in Allen township, Union County, Ohio, being Lot No. (20) Twenty in the town of Pottersburg in said County and state.

Nov. 16th 1896

and the said defendant is hereby ordered to convey said premises or whatever interest he may have in the same and the improvements thereon and all the appurtenances thereto appertaining and belonging to said plaintiff her heirs and assigns forever by good and sufficient deed free from any right or claim of said defendant to any estate by Curtesy or otherwise therein, and it is further ordered that upon the failure of said defendant to execute said conveyance within five days from the entry hereof that this decree shall operate as such conveyance, and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the office of the Recorder of this County as will show such change of title.

And it is further ordered and adjudged that this plaintiff do also have and possess as and for alimony the following personal property with the right to use sell or dispose thereof at her pleasure, all he wearing apparel and all the household and kitchen furniture now in the possession of said plaintiff.

It is further considered by the Court that the said plaintiff Mary E. Loyd recover from the said George W Loyd her costs herein expended and execution is awarded herein.

It is ordered that all causes, 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. 1896, was begun on the First monday the 7th day of September 1896, and continued from day to day by regular adjournment until this the 16th day of Nov. 1896 and is now adjourned without day.

Attest

J. H. Loomis, Clerk of the Court of Common Pleas,

By Jno A Loomis
Deputy.

In Chambers

7134 William Cooper vs Mollie E. Miller } Court of Common Pleas Union County, Ohio

This 25th day of November A.D. 1896, this cause is dismissed by plaintiffs Attorney, without Record.

7228 A. J. Spratt vs Seb Bidelle et al } Court of Common Pleas Union County, Ohio

This 27th day of Nov. A.D. 1896, this case is dismiss by plaintiff and costs paid, No Record.

7256 Rinehard & Co. vs J. O. Stamatis et al } Court of Common Pleas Union County, Ohio.

This day this case is dismissed without Record. Jany. 8th 1897.

7229 James H. Tufts vs A. E. Copper et al } Court of Common Pleas, Union County, Ohio.

This 29th day of January, 1897, this case dismissed by J. F. Millar Attorney for plaintiff without record.

The 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 January in the year of our Lord One Thousand Eight Hundred and Ninety seven, held in the Court House in the City of Marysville, County and State aforesaid, was begun on the first Monday, the Fourth day of January in the year aforesaid.

Present

Hon. E. H. Norris - Presiding Judge of the Court of Common Pleas of the 3rd Sub-division, 10th Judicial District of Ohio.

J. Ed. Robinson
Sheriff of Union County, Ohio.

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

The Venire Facia for a Grand Jury, heretofore issued, and returnable the 4th day of January at 9 O'clock A. M. was duly returned by the Sheriff, with his indorsement thereon as follows, to-wit;

1897, January 4th - Served the within named Jurors, as follows, to-wit;

The State of Ohio, Union County, ss:

On the 7th day of December, 1896, I received this Venire, and served the same on the several persons therein named, at the time and in the manner placed opposite their name endorsed hereon.

Wm. V. Snodgrass Sheriff

1 George R. Gunn	Dec. 7th 1896	Postal
2 Charles Selby	" " "	"
3 M. M. Mathers	" " "	"
4 Lewis Curry	" " "	"
5 A. G. Rinehart	" " "	"
6 Warren Harris	" " "	"
7 A. S. Colver	" " "	"
8 William Billus	" " "	"
9 Solomon Turner	" " "	"
10 Hugh McAdow	" " "	"
11 John Rausch	" " "	"
12 David Miller	" " "	"
13 William Fisher	" " "	"
14 W. S. Caryl	" " "	"
15 W. F. Howard	" " "	"

And upon calling the same in open Court, George R. Gunn, Charles Selby, M. M. Mathers, Lewis Curry, A. G. Rinehart, Warren Harris, A. S. Colver, William Billus, Solomon Turner, Hugh McAdow, John Rausch, David Miller, William Fisher, and W. S. Caryl appeared in answer thereto; W. F. Howard failed to appear, and Hugh McAdow being excused

January 4th 1897

For good cause shown, and the panel being incomplete the Sheriff summoned W. P. Brightler and Ray H. Morse from the bystanders as talesmen to complete the same, who appeared in answer thereto, and the panel being full the court appointed W. S. Caryl 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 W. S. Caryl, Foreman, 8. H. L. Colver 12. David Miller
2 George Gunn, 5. Louis Curry 9. William Bellus 13. William Fisher
3 Charles Selby, 6. A. G. Rinehart 10. Solomon Turner 14. W. P. Brightler
4 M. M. Walter, 7 Warren Harris, 11 John Rausch 15. Ray H. Morse

The State of Ohio, Union County, ss:

To the Hon. the Judge of the Court of Common Pleas of said County:

I, J. Ed. Robinson, Sheriff of said County hereby appoint Allen Haines of Marysville Ohio, to be one of my Deputies:

The said Allen Haines is a duly qualified elector of said County, and is not a Justice of the Peace or Mayor, and I respectfully ask that his appointment as deputy Sheriff be approved, this 4th day of January, 1897.

J. Ed. Robinson
Sheriff of Union County, State of Ohio.

The above named appointment of Allen Haines to be Deputy Sheriff is hereby approved.
This 4th day of January, 1897.

Caleb H. Norris
Judge of the Court of Common Pleas.

Sworn to and subscribed in my presence this 4th day of January A.D. 1897.

(Seal) J. N. Gossell Clerk of Court.

The State of Ohio, Union County, ss.

To the Hon. the Judge of the Court of Common Pleas of said County:

I, J. Ed Robinson, Sheriff of said County, hereby appoint Joseph Lawrence of Marysville Ohio, to be one of my Deputies: the said Joseph Lawrence is a duly qualified elector of said County, and is not a Justice of the peace or Mayor, and I respectfully ask that his appointment as Deputy Sheriff be approved this 4th day of January, 1897.

J. Ed Robinson, Sheriff of Union County, State of Ohio.

The above named appointment of Joseph Lawrence to be Deputy Sheriff is hereby approved

Caleb H. Norris
Judge of the Court of Common Pleas

Sworn to and subscribed in my presence this 4th day of January 1897.

J. N. Gossell Clerk

(Seal)

January 4th 1897.

7276 The Union Banking Company vs C. F. Sellers } Court of Common Pleas Union County Ohio.

This day came the plaintiff by J. H. Kinkade Attorney, and filed its petition against said defendant, and thereupon J. V. Robinson an attorney at law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant, now produced in open Court, proven, shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the 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 Twenty Five 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 Union Banking Company plaintiff do recover of the said C. F. Sellers defendant the sum of Twenty Five Hundred Dollars, so confessed as aforesaid, with interest from January 4th 1897, at 8 per cent per annum, and also costs in its behalf expended taxed to $5.60 and by virtue of said warrant of Attorney all Errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error therein, are by said defendant waived and released.

7164 John Robinson vs Robert Ferguson et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing and was submitted to the Court on the pleadings and evidence; On consideration whereof the Court find on the issues joined for the plaintiff. And find from the evidence that David Ferguson was deceased but then in full life, and his wife the defendant Elizabeth Ferguson executed and delivered to the plaintiff John Robinson the Mortgage deed in the petition described and on the premises therein described; That said Mortgage was duly recorded in Book 25, page 456 of the records of mortgages of Union County, and is the first and best lien on the premises described in the petition. The Court further find that since the execution of said Mortgage said Daniel Ferguson has deceased leaving as his only heirs and legal representatives the defendants Robert Ferguson, Eugene Ferguson, Alonzo Ferguson, Laura Clark, Zelora Rutan, Delbert Rutan and Clay Rutan.

The Court further find that the condition of defeasance in said mortgage have been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to said plaintiff the sum of Two Hundred and Six and 90/100 Dollars with interest from the 4th day of January A.D. 1897, according to the terms of said Mortgage deed at 8% the defendants equity of redemption be foreclosed and the 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. As to the Colwell Lumber & Manufacturing Company defendants the said Company being in default for answer and demurrer the Court find that the allegations of the petition are confessed by said Company to be true.

January 4th 1897.

7272 A. H. McCampbell vs Wm L. McCullough } Court of Common Pleas Union County, Ohio.

This day came the plaintiff and the defendant and waived the right of trial by Jury and submitted this cause to the Court on the petition of the plaintiff and the consent of defendant to enter judgment as prayed for in the sum of Five Hundred and Fifty Dollars with 8 per cent interest from March 15, 1895 amounting altogether to the sum of Six Hundred and Twenty Eight Dollars at 8 per cent interest from this date.

Therefore it is considered ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of Six Hundred and Twenty Eight Dollars and costs of suit, with eight per cent interest from this date on $550 and at six per cent on $78.00 from this date.

7116 Simon McMoran vs Manus McLean 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, it is ordered that the said proceeding and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Simon McMoran by Deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said defendants in the 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 $232.29 it is ordered that the Sheriff out of the money in his hands pay the costs of this action taxed at $

7185 Union Banking Co. vs Louisa L. Sparks et al } Court of Common Pleas

This day on motion the heirs of Michael J. Brake are granted leave to be made parties defendants to this action, and are required to file their Answer and Cross petition by the 16th day of January 1897.

January 4th 1897.

7237 Martha Amrine vs Alfred Amrine, Lucy Amrine his wife, Lyles A. Whelply and Mary A. Whelply his wife } Court of Common Pleas, Union County, Ohio. Entry ordering dower.

This day this cause came on to be heard on the petition and the evidence; whereupon the Court find that all the defendants have voluntarily entered their appearance.

The Court further find that the said Henry Amrine was in his lifetime, seized in fee simple of the real estate and premises described in the petition; that the plaintiff is the widow of the said Henry Amrine deceased;

That the said Henry Amrine died leaving a last Will and testament, which was duly proven and admitted to Probate; that the said plaintiff has appeared in the Probate Court of this County and elected not to take under the said will; and that she is entitled to have her dower in said premises assigned and set off to her as prayed for in her said petition.

It is therefore ordered by the Court that the said plaintiff be endowed of one full equal third part of the premises described in the petition, to be set off to her by metes and bounds; that the equal one half of such dower estate be assigned out of plats or tracts Nos. 1, 118 a. and 2, 118 a. as designated in the petition, and that the equal one half of such dower estate be assigned out of plats or tracts Nos 3. 52½ a. + 62½ a. = 115 a. and 4, 115 a. as designated in the petition; and that a writ issue to the Sheriff of Union County, commanding him that by the oaths of Andrew S. Murray, George M. Miller and Jacob B. Smith, three judicious, disinterested men of the vicinity, in the said County, who are not of kin to either of the parties, and who are hereby appointed Commissioners for that purpose, he cause to be set off and assigned the dower to said plaintiff as above ordered; and further, to make return of their respective doings under said order without unnecessary delay.

7104 Frank L. Hizerte vs Mary Hizerte et al } Court of Common Pleas Union County, Ohio.

This day on motion of the plaintiff and upon producing the return of the Sheriff of his proceedings, and sales made by him under the former order of the Court; and the Court on examination being satisfied that the same have been in all respects according to law; the said proceedings and sales are hereby approved and confirmed.

And it appearing to the Court that since the sales of the lands herein the term of office of Wm. Sir degrass the then Sheriff has expired; it ordered that J. Ed. Robinson the present Sheriff execute to the purchaser Lewis R. Figley a deed in fee simple for the lands so sold to him, to-wit: the tract described as the "First tract," of 61 acres including the one acre therein described. and also to execute, and deliver to the purchaser Aquilla T. Staley a like deed in fee simple for the lands so sold to him, to-wit: the tract designated as the "Second tract" of 50 acres. said deeds to be so made free from the dower of said Mary Hizerte; she the said Mary Hizerte having by her answer waived her dower by metes and bounds and asked that she be allowed her dower in money; and the Court find the reasonable value of her dower, in all the real estate sold in this action including the tracts heretofore sold to be $187.76.

It is further ordered that from the proceeds of said sales the Sheriff pay 1st The Taxes and penalty due on said premises; 2nd The costs of this action including a Counsel fee to Porter & Porter

January 4th 1897

for their services herein taxed at $78.76. 3rd. To the said Mary Rezerter widow, the said sum of $187.76 being the amount of the sum above fixed in said tract of land or sold for her full dower interest in said tract above mentioned. 4th. And of the residue of the proceeds of said sales to the plaintiff Frank L. Rezerter one fourth of the cash proceeds, and also one fourth of the notes and securities for the deferred payments: To William A. Rezerter a like one fourth of said money, notes and securities; To Marquis L. Rezerter a like one fourth of said money, notes and securities; and to Simon P. Rezerter a like one fourth of said money, notes and securities.

Jane E. Beerbower
vs
John E. Beerbower

Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard upon the pleadings and evidence, and the defendant having been duly served with Summons and a copy of the petition herein and having failed to appear, the Court find him in default for Answer or demurrer herein, and that the allegations of the petition are confessed by him to be true.

The Court further find from the evidence that the plaintiff, at the time of filing her petition herein, had been a resident of the State of Ohio, for more than a year next preceding the same and was at the time of filing a bona fide resident of Union County, and that the parties hereto were married as in the petition set forth. The Court further finds from the evidence, that the defendant has been guilty of gross neglect of duty and extreme cruelty toward the said 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 Jane E. Beerbower and John E. Beerbower be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said Children of the parties hereto, namely, Elsie Beerbower and Percy Beerbower, be until further order, confided to the said plaintiff exclusively; said defendant to have the right to see said Children as often as he desires provided he shall arrange for them to visit him without expense to the plaintiff.— It is further ordered that the plaintiff as a portion of her alimony, have exclusive ownership and possession of all the furniture, books, pictures, carpets, bedding and all personal property of every kind, including the Piano, now in the residence formerly occupied by them at No. 1284, Neil Avenue, Columbus, Ohio.

It is further ordered by the Court that the defendant pay to the plaintiff as her reasonable alimony, in money, the sum of $30 on the first day of each and every month hereafter until further order of this Court, said monthly payments to begin with the first day of Feb. 1897, and in default of said payment for five days execution shall issue therefor. It is further ordered that the plaintiff shall pay the costs herein.

7276

7259

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Court adjourned until 8 30 O'clock tomorrow morning

Tuesday Jany. 5th 1897

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon. C.H. Norris Judge.

7276 The Union Banking Co. vs C. F. Sellers. } Court of Common Pleas Union County, Ohio.

This cause comming on for hearing on Motion of the plaintiff and affidavits to sell at private sale &c. on consideration thereof and for good cause shown, it is ordered that the Sheriff cause the goods and chattels levied on in this case to be appraised according to law, by three disinterested persons, and that he may then sell the same at private sale, for cash, within 58 days from this date, which will be the day preceding the return day of the execution, at not less than two-thirds of the appraised value.

7259 S. A. Hoskins vs Anthony Parish et al } Court of Common Pleas Union County, Ohio.

On Motion, Margaret Jane Barringer was this day made an additional party defendant herein, with leave to answer instanter.

7238 Catherine L. Dickins vs Theodore Reyner et al }

This cause now comming on for hearing on the petition of the plaintiff and the evidence; the Court find that the defendants have both duly waived the issuing and service of Summons and voluntarily entered their appearance in this case, and that they are both 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, Theodore Reyner, on the promissory note and interest Coupon notes set forth in the petition, including the Attorneys fees asked for, with interest on said notes to the first day of this term viz: Jan. 4, 1897, the sum of Fourteen Hundred Seventy-Nine & 75/100 Dollars.

The Court further find that in order to secure the payment of said notes, the defendants, Theodore Reyner and Sarah E. Reyner, his wife, executed and delivered to said Joseph J. Dickinson (who assigned same to plaintiff) their certain Mortgage as the petition described, and on the premises therein described; that said Mortgage was duly recorded in Book 38, page 238 et seq of the records of Mortgages of said Union County, Ohio, and is a good and valid first lien on the premises described in the petition, and that the conditions in said Mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant, Theodore Reyner the said sum of $1479.25 and his costs herein expended.

And 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,

January 5th 1897

and to the plaintiff herein the sum so found due as aforesaid, with interest at 8% on $1414.75 thereof and at 6% on the balance from said 4th day of January, 1897, 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, & report his proceedings to this Court for further order.

The Farmers Bank of Plain City Ohio. vs Edward Houghton et al. — Court of Common Pleas, Union County, Ohio.

7277

This day came the plaintiff by John M. Brodrick its attorney, and thereupon came John L. Porter one of the attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 $238.65. 7279

It is therefore considered that said plaintiff do recover from said defendants the said sum of $238.65 so 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.

1897 Committee to examine Com. Report

The following persons are hereby appointed as a committee to examine the Annual Report of the Commissioners of Union County, Ohio, viz: A. T. Harper, Prosecuting Attorney; W. C. Donald Thompson and John M. Brodrick

Caleb H. Norris Judge.

January 5, 1897

7278 John C. Gamble vs George M. Gamble } Court of Common Pleas, Lorain County, Ohio

This day came the plaintiff by John M. Brodrick, his Attorney, and thereupon came John L. Porter one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $110 37.

It is therefore considered that said plaintiff do recover from said defendant the said sum of $110 37 or so confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of six per 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.

7279 Simon Staley vs J.P. Fleck and J. Vordberm. } Court of Common Pleas, Lorain County, Ohio.

This day came the plaintiff by J.E. Griffith 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, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of One Hundred Thirty six & 18/100 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 Simon Staley plaintiff do recover of the said J.P. Fleck and J. Vordberm defendants the sum of One Hundred Thirty six & 18/100 Dollars so confessed as aforesaid, with interest from Jan. 5, 1897, 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 defendant waived and released.

January 5, 1897

7224 In the matter of the application of the Trustees of the Marysville M. E. Church } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on motion of the trustees to confirm the sale of the premises heretofore made herein, and the Court having examined the said proceedings and sale find that the same have in all respects been conducted according to law and the former of this Court.

It is therefore considered and ordered by the Court that the said sale of the premises described in the second cause of action in said petition herein be, and the same hereby is approved and confirmed, and that said Trustees are hereby ordered to execute and deliver to the purchaser, John W. Southard a good and sufficient deed for said premises, and that the consideration thereof be used by said Trustees as set forth in the order of said Court.

7182 Charles W. Southard & Ella J Blue vs Amos Burris, Polly Ann Burris - The Connecticut Mutual Life Ins. Co. et al Charles S. Chapman } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard by the Court upon the answer and Cross-Petition of the Connecticut Mutual Life Insurance Company; and the Court having considered said Cross-Petition of said The Connecticut Mutual Life Insurance Company, the petition of the plaintiff, Charles W. Southard and Ella J Blue and the Cross-Petition of Charles S. Chapman and the Answer of Amos Burris, his wife the said Polly Ann Burris and Edgar Burris being in default for answer or demurrer to said Cross-Petition of said The Connecticut Mutual Life Insurance Company, and the Court having heard the proofs and evidence adduced by the parties respectively and finding all parties properly in Court. doth find 7243

1.- All and singular the statements contained in said Cross-Petition of said The Connecticut Mutual Life Insurance Company to be true.

2.- That there is now due to the said Cross-Petitioner said The Connecticut Mutual Life Insurance Company upon said promissory notes in the said first cause of action set forth in the said Cross-petition of said The Connecticut Mutual Life Insurance Company, the sum of $1000.00 which is entitled to draw interest from July 12, 1896, at the rate of 8 per centum per annum making amount due said Cross-petitioner said Connecticut Mutual Life Insurance Company to the first day of the present term of this Court to-wit, Monday January 4th 1897, the sum of $1040 which is entitled to draw interest at the rate of 8 per centum per annum.

And that excepting what may hereafter be found due to the State for taxes on said Mortgaged premises if anything the said Connecticut Mutual Life Insurance Company the Cross-petitioner has the first and best lien upon said premises.

January 5, 1897.

That said defendant Charles L. Chapman has the superior lien upon said mortgaged premises, and as for the rights and the liens of the other parties plaintiffs and defendants hereto the same are not now determined.

Therefore it is adjudged by the Court that the said Cross-Petitioner said Connecticut Mutual Life Insurance Company recover against the said defendants Amos Burris and Edgar Burris the said sum of $1040.00 with 8% interest from Jany. 4, 1897, together with its costs in this behalf expended taxed to $ for which execution is awarded.

And it is further ordered by the Court that unless the said defendant Amos Burris pay or cause to be paid said above adjudged sum of money to the said Cross-petitioner said The Mutual Life Insurance Company 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.

Maria Mahaffey } Court of Common Pleas
7243 vs } Erie County, Ohio.
J. H. Slauter et al }

And now comes the said Maria Mahaffey, and the said J. H. Slauter, Mattie H. Slauter and Barbara Huffman having failed to demur or answer to the petition of the said Maria Mahaffey the same is therefore taken to be true; and it is considered that the said Mariah Mahaffey ought to recover the said sum of $600.00 as demanded in her petition, together with the sum of $212.50 which the Court find due as the interest thereon at 8 per cent as said contract requires as prayed for in the petition; it is therefore considered that the said Maria Mahaffey recover against the said J. H. Slauter, Mattie Slauter and Barbara Huffman the said sum of $812.50 together with her costs in and about their suit expended, taxed to $

January 5th 1897.

The Citizens Home & Savings Co.
vs
7251 Lizzie L. Cary 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 Lizzie L. Cary 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 Lizzie L. Cary, on the contract in writing set forth in the petition, with weekly payments to the first day of this term the sum of Eight Hundred and Thirty Five & 20/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing the defendants Lizzie L Cary and John Cary her husband, executed and delivered to said plaintiff The Citizens Home & Savings Company, their certain Mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Vol. 33 page 276 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions of said mortgage have been broken.

It is therefore considered and adjudged by the Court that the plaintiff recover from the said defendant Lizzie L. Cary the said sum of Eight Hundred and Thirty Five & 20/100 Dollars, and One & 68/100 Dollars for each and every week from and after January 4th 1897, and its costs herein expended.

And it is further ordered and decreed that unless the defendant Lizzie L. Cary 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 said weekly payments 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.

The Citizens Home & Savings Co.
vs
7253 Margaret Neely

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 in writing set forth in the petition, with weekly payments to the first day of this term, the sum of Four Hundred and Twenty Three & 07/100 Dollars.

The Court further find that in order to secure the payment

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of said contract in writing the defendant- who then was and now is an unmarried woman- executed and delivered to said plaintiff her two certain mortgages as in the petition described and on the premises therein described; that said Mortgages were duly recorded in Vol. 33 page 266 and Vol. 37 page 31, respectively of the records of Mortgages of Union County, Ohio, 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 and adjudged by the Court that the plaintiff recover from the defendant the said sum of Four Hundred and Twenty Three & 57/100 and 84/100 Dollars for each and every week from and after January 4, 1897, and its costs herein expended.

And it is further ordered and decreed that unless the defendant shall within three days from the Entry of this decree pay, or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum or found due as aforesaid, with said weekly payments 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.

The State of Ohio
vs
G. A. Blakely

Jany 16th 1897,
Court of Common Pleas, Union County, Ohio.

It is ordered that the defendant be released from custody on his signing a bond in the sum of $100 for his appearance Feby. 16th 1897.

W. J. Hooper Pros. Atty,
Cameron & Cameron

January 5, 1897.

The Citizens Home & Savings Co.
vs
Louis G. English et al.
7209

Court of Common Pleas,
Union County, Ohio.

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale heretofore made herein under a former order of the Court, and the Court having carefully examined the same find that the proceedings and sale, have been made in all respects in conformity to law and the said order of Court.

It is therefore considered and adjudged that the said sale be and the same hereby is approved and confirmed, and the Sheriff is hereby ordered to execute and deliver to the purchaser - the plaintiff, The Citizens Home and Savings Company - a good and sufficient deed for said premises. 6997

And it is ordered that the plaintiff out of the money in his hands, to-wit; $900 46 pay:

1st. To the Treasurer of Union County, Ohio, the taxes, penalty and interest due on said premises, $ 7067

2nd. To the Clerk of this Court the costs herein taxed. $

3rd To the plaintiff herein the remainder of said proceeds $

The Citizens Home & Savings Co.
vs
Louisa L. Sparks et al
7250

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 Louisa L. Sparks 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 Louisa L. Sparks, on the contract in writing set forth in the petition, with weekly payments to the first day of this term the sum of Five Hundred and Eighty Three & 87/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing the defendants Louisa L. Sparks and Isaac J. Sparks, her husband, executed and delivered to said The Citizens Home & Savings Company, plaintiff, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Vol. 33 page 2 of the Records of mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the plaintiff recover from the said defendant Louisa L. Sparks the said sum of Five Hundred and Eighty Three & 87/100 Dollars and one & 26/100 Dollars for each and every week from and after January 4, 1897. and its costs herein expended.

And it is further ordered and decreed that unless the defendant Louisa L. Sparks shall within three days from the entry of

January 5" 1897

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 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.

Isabella Brown
vs
Cassius L. Eakins et al
6997

Court of Common Pleas,
Union County, Ohio.

Now comes the defendants Cole & Bales and by leave of Court file their Answer and Cross-petition herein.

W. A. Baldwin
vs
John D. Hanson
7067

Court of Common Pleas
Union County, Ohio.

This day this cause is settled and Judgment against Defendant for costs.

January 5th 1897

Amos H. Kling vs Fredrick Oehler, Polly Oehler his wife, John D. Guthery, James B Guthery Ed The J. I. Case Threshing Machine Company	Court of Common Pleas, Union County, Ohio. Finding and Decree of Foreclosure.

This day came the plaintiff by his attorneys, J. F. McNeal & Son, and thereupon this cause came on to be heard upon the petition, the defendants, Fredrick Oehler, Polly Oehler and John D. Guthery, James B Guthery & J. I. Case Threshing Machine Company being in default for answer or demurrer, and the evidence, and was argued by counsel, and the Court being advised in the premises do find that all of the defendants have either voluntarily entered their appearance, or have been served with summons herein; that the allegations of the plaintiff's petition are true; that the defendants, Fredrick Oehler and Polly Oehler, his wife, executed and delivered to the defendants, John D. Guthery and James B. Guthery, the mortgage deed in the petition described and upon the premises in the petition described; that said mortgage was duly recorded in Book 35, pages 244 and 245 of the records of mortgages of Union County, Ohio, and is the first and best lien on the premises therein and in the petition described; that said mortgagees, for value, sold and assigned said mortgage and the note secured thereby to the plaintiff, Amos H. Kling; that the principal of said note is not yet due, but that there is now past due to the plaintiff the sum of $76 96, being for interest due and unpaid thereon, which sum will bear interest from this date; that the condition of defeasance of said mortgage has been broken, and that the said plaintiff is entitled to have defendants equity of redemption foreclosed

It is therefore considered and decreed that unless the said defendants, Fredrick Oehler, shall within five days after the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs in this case, and to the said plaintiff the sum of $76 96 with interest at 8 per cent from this date according to the terms of said Mortgage deed, that defendants equity of redemption be foreclosed, and said premises sold, and an order of sale shall issue to the Sheriff of Union County, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for its further order.

Court adjourned to 8 o'clock tomorrow morning

January 6th 1897

Court convened at 8 30 O'clock A.M. pursuant to adjournment
Present Hon. Caleb H. Norris Judge - Presiding.

The State of Ohio, Union County ss:

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

1. George R. Gunn,
2. Charles Selby,
3. M. M. Mathur,
4. Lewis Curry,
5. A. G. Rinehart,
6. Warren Harris
7. H. S. Colver,
8. William Billing,
9. Solomon Turner,
10. John Rausch,
11. David Miller
12. William Fisher
13. W. S. Cargil
14. W. P. Brighter
15. Ray N. Morse

And presented to the Court through their Foreman W. S. Cargil their certain Bill of indictment against Jacob Elliott for "Indecent exposure of person" - Indorsed - "a true Bill".

W. S. Cargil, Foreman of the Grand Jury.

Also their certain Bill of Indictment against William Pickard for "Carrying concealed Weapons" Indorsed "a true Bill".

W. S. Cargil, Foreman of the Grand Jury.

Also their certain Bill of Indictment against Luther Ward, Harvey Wilson and Ray Jones, for "Burglary" Indorsed "a true Bill".

W. S. Cargil Foreman of the Grand Jury.

Also their certain Bill of Indictment against Herman Huffman for "Burglary" Indorsed - "a true Bill".

W. S. Cargil Foreman of the Grand Jury.

Also their certain Bill of Indictment against J. H. Schmidt, for "cutting with intent to wound" Indorsed "a true Bill".

W. S. Cargil, Foreman of the Grand Jury.

Also their certain Bill of Indictment against W. L. McElroy, for "Obtaining signature by false pretense" - Indorsed "a true Bill".

W. S. Cargil, Foreman of the Grand Jury.

The Grand Jury also made the following general report viz. - viz:

To The Honorable Caleb Norris,

Judge of the Court of Common Pleas, Union County, Ohio:

The Grand Jury of the Court of Common Pleas of said County, of the January Term, 1897, beg leave to report that they have been in session 3 days, and herewith return to the Court the Indictments presented by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over 34 witnesses, covering Eleven Cases, and presented 6 bills, and ignored 5 cases considered by us.

The business has been transacted in a 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 the vaults in the Jail to be repaired and put in proper condition, and also that two cots be bought and placed in the cells up stairs.

We also recommend a suitable barn be built for the use of the Sheriff.

Respectfully Submitted
W. S. Cargil Foreman.

January 6th 1897.

Wednesday Jany. 6th 1897

Certificate for Pay.
Sheriffs Office, Union County, Ohio.

To Hon. Caleb Norris, Judge.

The Court Charges for the January Term A.D. 1897, Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio,
To J. E. Robinson, Sheriff, Dr.

To serving Grand Jury Venire,	$4.00
To serving Petit Jury Venire,	$4.00
To serving Grand Jury Witnesses, 42	$4.20
To making 42 copies, Grand Jury Witnesses	$4.20
To 342 miles travel, Grand Jury Witnesses,	$27.76
To calling 42 Witnesses,	$2.10
To Joseph Lawrence Court Bailiff	$6.00
To Allen Harris, Deputy	$6.00
Total	$58.26

I hereby certify the above bill to be correct.

J. Ed Robinson
Sheriff of Union County, Ohio

Elmer Higgins vs William E. Higgins et al } Court of Common Pleas, Union County, Ohio.

7129

This day this cause came on to be heard by the Court on the report of the Sheriff of said County of a sale made in this case of the lands described in plaintiffs petition, and the Court having examined said Report and the proceedings under the order of sale issued in this case and being fully advised in the premises finds said sale and the report thereof to be in all respects regular and in conformity with law and that the same ought to be confirmed.

It is therefore considered, ordered and adjudged & decreed by the Court that said sale and the proceedings therein be and the same are hereby approved and confirmed and the Sheriff of said County is hereby ordered, authorized and directed to execute and deliver to James Shipper the purchaser of Lot 71 aforesaid a deed therefor upon the payment of the purchase money payable in hand and upon his securing by mortgage the deferred payments according to the terms of said sale. and that said Sheriff execute and deliver to R. E. Turney the purchaser of Lots 122 & 113 aforesaid a deed therefor in fee simple upon his payment of the first payment and securing by mortgage the deferred payments according to the terms of said sale.

It was further ordered by the Court that said Sheriff make distribution of the proceeds of said sale as follows:

First. in the payment of the costs in this case including an attorney fee of Twenty Five Dollars to Robinson & Hordburn.

Second. to payment of taxes now due.

Third. that the remainder be distributed to the plaintiff Elmer F. Higgins 4/15 thereof less life interest of Loyd.

To the defendant Ida A. Brolean 4/15 thereof less life interest of Loyd.

January 6, 1897

To the defendant William C. Higgins 4/15 thereof his life interest of Loyd.

The said interest of Elmer F. Higgins, Ida H. Bolan and William C. Higgins all being subject to the life estate of the defendant Byron B. Loyd therein.

To the said Byron B. Loyd a life estate in 4/15 thereof and to the defendant Maggie Higgins 1/15 thereof.

Saving the right to reserve the Barn from the Lot fronting on Magnetic Street as described in said petition.

Taxes	$
Costs	$
Elmer F. Higgins	$
Ida H. Bolan	$
Will C. Higgins	$
Byron B. Lloyd	$
Maggie Higgins	$

Jan. 4th 1897.

Court adjourned untill Monday Feb. 15, 1897, at 10.30 O'clock A.M.

Monday Feb. 15, 1897

Court convened at 10 30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7283 George A. Clark & Brother
vs
John H. Ford
} 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 and that he is indebted to the plaintiff in the sum of $674.60.

It is therefore considered by the Court that the said plaintiff, George A. Clark & Brother recover from the defendant John H. Ford the said sum of Six Hundred Seventy four 60/100 Dollars, and his costs herein expended taxed at $

7266 Martha A. Sanborn
vs
Daniel Anderson Ed
Malinda Anderson his wife
} 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 and exhibits.

The said defendants Daniel Anderson and Malinda Anderson his wife being in default for answer or demurrer to the petition; And the Court having heard the proofs and evidence adduced, and the arguments of Counsel, and being fully advised in the premises doth find:

1st That said defendants have been duly and properly served with Summons in this action.

2 That all and singular the statements contained in said petition were, at the time the same was filed, true.

3 That since the filing of said petition said defendants have paid the interest on said note up to the 19th day of November 1896.

4th That there is now due to the plaintiff from the said defendant Daniel Anderson upon the said promissory note in the said first cause of action set forth in the plaintiffs petition the sum of Sixteen Hundred and Eighteen & 84/100 Dollars which is entitled to draw interest from the first day of the present term of this Court to-wit; January 4th 1897.

5 And except what may hereafter be found due to the State etc. for taxes on said mortgaged property if anything, said mortgage is the first and best lien upon said mortgaged premises.

Therefore it is adjudged by the Court that the plaintiff herein recover against the said Daniel Anderson the said sum of Sixteen Hundred Eighteen & 84/100 Dollars together with her costs in this behalf expended taxed at $ for which execution is awarded.

7314

6952

Feb. 15th 1897

And it is further ordered by the Court that unless the said defendant Daniel Anderson pay or cause to be paid said above adjudged sum of money to the plaintiff within three 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 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.

The Peoples Bank
7314 vs
Lafe McElroy Ed
J. M. McElroy

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 M. N. Ayers an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One Hundred Ninety Seven Dollars and Ten cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of One hundred Ninety Seven Dollars and Ten cents, and that said judgment bear interest at Eight per cent from the 15th day of February A.D. 1897, and also the costs herein expended, taxed at $4.75

State of Ohio ex
6952 vs
Frank Holycross

Court of Common Pleas
Union County, Ohio.

This day it is ordered and adjudged by the Court that this cause be left off the docket.

Monday Feb. 15th 1897

7234 Elmer J. Freeman vs Lusan Freeman et al } Court of Common Pleas, Union County, Ohio.

This cause coming on this day to be heard, and it appearing to the Court that Eva M. Freeman, Ida L. Freeman, Ada Freeman and George E. Freeman, minor defendants herein, have been duly and legally served with process herein, and notified of the pendency and prayer of plaintiff's petition, the Court on motion of F. T. Arthur Counsel for plaintiff hereby appoints J. E. Griffith Guardian Ad litem for said minor defendants, and thereupon the said J. E. Griffith appearing in open Court accepts said appointment.

7158 H. H. Smith, vs Nancy E. Severe et al } Court of Common Pleas, Union County, Ohio.

Leave granted to W. V. Hill to file Answer instanter, and Answer filed.

7226 Annie L. Freshwater vs Englehart C. Laur et al } In the Court of Common Pleas, Union

This cause coming on for hearing on the motion to set aside the appraisement of the real estate for which order of sale has been heretofore issued, And it appearing to the Court that said real estate has been twice advertised and offered for sale under the present appraisement, and still remains unsold for want of bidders, said appraisement is hereby set aside, and it is ordered that a new one be made.

7090 The Citizens Home & Savings Company vs Eliza J. Stoddard } Court of Common Pleas Union County, Ohio.

This day this cause is ordered by the Court to be left off the Docket; having been on a former day settled and costs paid.

7284

6944

Monday Feb. 15th 1897

7284 John A Slierhoff vs John Rausch Ed Mathias Loschky — In the Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff by his attorney, and the Court being fully advised in the premises finds that the defendants herein have been duly served with Summons; that both of said defendants are in default for answer and demurrer; that the allegations of the petition are confessed by them to be true, and that the defendants, John Rausch and Mathias Loschky, are indebted to the plaintiff John A. Slierhoff, in the sum of Ten Hundred and Sixty seven Dollars.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of Ten Hundred and Sixty Seven Dollars with interest from this date, and his costs herein expended, taxed at $

6944 James Gardner vs John Myers — 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: T. J. Dodge, J. M. Scott, A. E. Spain, Evan Shaw, J. L. Richey, J. L. Keckley, C. R. Berger, Andrew Brown, Frederick Kile, Emanuel Rausch, Chester Sigman and W. T. Ford, 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 issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of $27.37.

J. L. Richey Foreman

Monday Feb. 15th 1897

7164 John Robinson vs Robert Ferguson 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 had in all respects in conformity to law and the former 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 Andrew L. Ferner by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders so far as they may be paid herein, for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to Two Hundred Fifty one & 50/100 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 John Robinson the amount heretofore found due him, with interest to wit: The sum of Two Hundred and Eight & 60/100 Dollars.

7099 John Mackill vs Frank O. Penney Ed Emmet Freeman } Court of Common Pleas Union County, Ohio. 941

Now on this 15th day of February, 1897, Came the plaintiff by his Attorney, and the defendants Came not, but made default;

The Court thereupon finds that the facts stated in the petition are true, and there is due the plaintiff from the defendants the sum of $299.85 with eight per cent interest.

It is therefore considered by the Court that the plaintiff recover from the defendants the sum of $299.85 and his costs expended herein, taxed at $

7282 Simon Staley vs George N. Donley Alma A. Donley Ed Mary L. Kightlinger Trustee } Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff, the Cross-petition of the defendant, Mary E. Kightlinger, Trustee &c. and the evidence, the Court finds that all the defendants have been duly served with summons

Monday Feb. 15th 1897

in this case, and that they are all in default for answer and demurrer, except said Mary E. Nightlinger, Trustee &c. and that the allegations of said petition are confessed by all the defendants to be true, and that there is due the plaintiff from the defendant, George W. Donley, on the promissory note set forth in the petition, with interest to this day, viz: Feb. 15, 1897, the sum of Five Hundred and Thirty five & 82/100 Dollars.

The Court further find that in order to secure the payment of said note, the defendants George W. Donley and Alma A. Donley, his wife, executed and delivered to said Simon Staley the plaintiff, their certain Mortgage as in the petition described, and on the premises therein described; and that said mortgage was duly recorded in Book 26 page 461, of the records of Mortgages of Seneca 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 W. Donley, the said sum of $535.82 and his costs herein expended.

And it is further adjudged and decreed that unless said defendant shall within five days from the entry of this decree, pay or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest at Eight per cent from the 15th day of February, 1897, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Seneca County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

State of Ohio
941 vs
William Prichard } Indictment for Carrying Concealed Weapons.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant William Prichard appearing in open Court 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 passed against him, and said defendant having nothing to say, it is ordered and adjudged by the Court that the said William Prichard pay a fine of $10.00 and the costs of this prosecution, for which execution is awarded.

Monday Feb. 15th 1897

William Jolliff, Exr. &c. et al.
vs
George W. Jolliff et al

7281

Court of Common Pleas,
Union County, Ohio.

And now comes the said plaintiff by John M. Brodrick their Attorney, and thereupon this cause came on to be heard upon the petition, and the said George W. Jolliff and Isabella Jolliff still failing to demur or Answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiffs ought to recover the amount due him by reason of the premises; On consideration whereof the Court find that there is due to the plaintiffs from the said defendant George W. Jolliff on the mortgage, in the petition mentioned and set forth, the sum of Six Hundred and Forty Three Dollars and Sixty cents; and that it is a lien upon said premises.

It is therefore considered by the said Court here, that the said plaintiffs recover of the said defendant George W. Jolliff the said sum of Six Hundred and Forty Three Dollars and Sixty cents, the sum found due as aforesaid, and also their costs taxed at $, and it is further ordered and adjudged, that in case the said defendants George W. Jolliff and Isabella Jolliff, his wife, fail for three days from this date, to pay to the said plaintiffs the said sum of Six Hundred and Forty Three Dollars and Sixty cents, or so aforesaid found due, with eight per cent. interest thereon from January 4th 1897, and to the Clerk of this Court the said costs aforesaid, that an order of sale issue to the Sheriff of this County directing him to cause the premises described in the petition herein to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of Cost; Second, in payment of the judgment so as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

7225

7053

942

Court adjourned until 8 o'clock tomorrow morning.

Tuesday Feb. 16th 1897

Court convened at 8 30 O'Clock A.M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

Clara E. Fryman
vs
7225 Wilson Fryman } Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff by her 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 the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of Gross neglect of duty towards the 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 Clara E. Fryman and Wilson Fryman be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered by the Court that the said plaintiff be restored to her maiden name of Clara E. Spratt

James E. Robinson Atty for Pf.

A. A. Ford
vs
7053 William J. Early } Court of Common Pleas
Union County Ohio

This day this case was dismissed upon motion of defendant, the case having been settled; No record

The State of Ohio
vs
942 Luther Ward Ed
Harvey Wilson } Indictment for Burglary.
In the Court of Common Pleas, Union County, Ohio,

Now comes the prosecuting Attorney on behalf of the State of Ohio, and the defendants Luther Ward and Harvey Wilson being brought into Court in custody of 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 Court examined the defendants Luther Ward and Harvey Wilson under oath as to their ability to employ Counsel to defend these.

Tuesday Feb. 16th 1897

Carrie M. Eury
vs
Charles H. Eury.
7248

Court of Common Pleas,
Union County, Ohio.

And now comes the said plaintiff, by Byers & Byers Attorneys, and the defendant having been duly served with summons by publication, 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 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 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 Carrie M. Eury and Charles H. Eury 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: Grace A. Eury and Nellie A. Eury, of the said parties hereto be, until the further order, confided to the said Carrie M. Eury.

It is further considered by the Court that the said plaintiff pay the costs.

P. G. Wyngar
vs
E. V. Coppernoll et al
7189

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing upon the motion of the defendant to strike petition from files, Counsel for plaintiff took leave to have Clerk to attach Jurat.

Leave granted to defendant to answer in 30 days.

S. A. Hoskins
vs
Anthony Parish, Margaret M. Parish, Anson A. Parish, George B. Hamilton, Joseph J. Dickinson, N. A. Ferguson, J. L. Rogers, Bank of Richwood and Richwood Deposit Bank.
7259

Court of Common Pleas.
Union County, Ohio.

Feb. 15th 1897. This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court finds that the defendants Anthony Parish and Margaret Parish have been duly served with summons in this case, and that they are each in default for answer and demurrer thereto and that the allegations of the petition are thereby confessed by them to be true.

Tuesday Feb. 16th 1897

The court further finds that the defendants Anson A. Parish, George B. Hamilton, Joseph J. Dickinson, W. H. Ferguson, Bank of Richwood and Richwood Deposit Bank, have each been duly served with summons or have voluntarily entered their appearance as defendants in said cause, and that all are now properly and legally before the Court.

The Court further finds that Margaret Jane Barringer has been made a party defendant in said cause, and that she has filed herein her answer and cross-petition.

The Court further finds that there is due to the plaintiff, S. A. Hoskins, from the defendants, Anthony Parish and Margaret M. Parish, on the promissory note set forth in his petition, with interest to the 15th day of February, 1897, the sum of Five Hundred and Seventy-five Dollars and Fifty-six Cents ($575.56).

The Court further finds that in order to secure the payment of said note, the defendant Anthony Parish and Margaret M. Parish, his wife, executed and delivered to George B. Hamilton their certain mortgage deed, as in the petition described and on the premises therein described; that said mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 22nd day of March, 1892, at 12 o'clock P. M. of said day, and was duly recorded by him in Volume 26, Page 314, of the Records of Mortgage Deeds on the 2nd day of April, 1892.

The Court further finds that said mortgage is a good and valid lien on the premises described in the petition, and the conditions in said mortgage have been broken.

The Court further finds that said promissory note described in plaintiffs petition has been duly and legally transferred to the plaintiff, S. A. Hoskins, and that the said plaintiff is now the legal owner and holder of said promissory note and of the mortgage upon said premises securing said promissory note.

It is therefore considered by the Court that the plaintiff S. A. Hoskins, recover from the defendants Anthony Parish and Margaret M. Parish, the sum of Five Hundred and Seventy-five Dollars and Fifty-six Cents ($575.56), and his costs herein expended.

And it is further adjudged and decreed that unless the defendants Anthony Parish and Margaret M. Parish shall, within two (2) 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 eight (8) per cent, from the 15th day of February, 1897, 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 to report his proceedings to this Court, and to retain the proceeds of said sale to await the further order of this Court.

Good cause being shown therefor, advertisement of the sale of said premises in a German paper is hereby dispensed with.

The question of priority of liens continued.

Approved by J. E. Griffith Atty. for Margaret Jane Barringer & J. Dickinson

Tuesday Feb. 16th 1897

The State of Ohio, Union County, ss.

To the Honorable Duncan Dow, Judge of the Court of Common Pleas of said County.

I, Albert H. Gordwin, Recorder of Union County hereby appoint V. C. Gregg of Marysville Ohio, to be one of my Deputies.

The said V. C. Gregg is a duly qualified elector of said County.

To be approved the 16th day of Feby. A.D. 1897.

Albert H. Gordwin.
Recorder Union Co. O.

The above appointment of V. C. Gregg to be Deputy Recorder of Union County is hereby approved.

Duncan Dow
Judge of the Court of Common Please of the 3rd Sub Division of the 10th Judicial District of Ohio.

Feb. 16th 1897.

The State of Ohio
vs
Human Huffman } Court of Common Pleas. Union County
Indictment for Burglary.

943

This day came the Prosecuting Attorney on behalf of the State of Ohio, the defendant Human Huffman being brought into open Court in custody of the Sheriff, and arraigned upon said indictment and for plea thereto said he is "Guilty"

Thereupon being fully advised in the premises it is ordered and adjudged by the said Court that Human Huffman 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 that he pay the costs of this prosecution. for which execution is awarded

Tuesday Feb. 16th 1897.

Louisa Cranston
6654 vs.
Lewis N. Cranston

Court of Common Pleas
Union County, Ohio.

And now comes the said defendant Ayers & Ayers, Attorneys, and the plaintiff having been duly served with summons and a copy of the Answer and Cross-petition, the Court find that the allegations thereof are confessed by her to be true.

The Court also find that the defendant at the time of filing his Answer and Cross-petition had been a resident of the State of Ohio, for one year next preceding the same, and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the plaintiff has been guilty of gross neglect of duty and 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 Louisa Cranston and Lewis N. Cranston be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

And it is further considered by the Court that the said defendant pay the costs herein expended made after December 19th 1896, and plaintiff to pay all costs made prior to that time.

Tuesday Feb. 16th 1897

942 The State of Ohio vs. Luther Ward and Harvey Wilson } Indictment for Burglary
Court of Common Pleas, Union County, Ohio.

This day again came the ~~prosecuting~~ Attorney on behalf of the State of Ohio, and the defendants Luther Ward and Harvey Wilson being brought into Court in custody of the Sheriff and it appearing that he is in indigent circumstances and unable to employ counsel, the Court at their request appointed J. B. Cole as Counsel for the defense.

7245 Clarence G. Holyerros vs Ida M. Holyerros } 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 for answer, and the Court being fully advised in the premises do find for the plaintiff.

1st. That said parties were married as stated in the petition.

2nd. That said plaintiff is a resident of Union County, Ohio.

3rd. That said defendant has been guilty of gross neglect of duty as charged in said petition, and that due notice thereof has been served on her by publication.

It is therefore ordered adjudged and decreed by the Court that the plaintiff have a complete divorce from the defendant; that both parties be released from the obligations thereof, and for all proper relief in the premises upon payment of the costs of this action Taxed at $

7149 Anna M. Gase Plaintiff vs Michael W. Gase et al Defts } Court of Common Pleas: Decree for Dower.

N57072 Decree for Dower

And now this Cause coming up for hearing upon the petition and answer of the Guardian ad-litem for the Infant defendants herein and the Evidence, the Court find that all and each of said defendants have been duly served with Summons herein = The Court further find that the Saide John George Gase was in his life time seized in fee-Simple of the Real Estate and premises described in the Petition, and that the Plaintiff the Said Ana M. Gase is the Widow of the Said John George Gase "deceased, and that she is Entitled to have her dower in Said premises assigned, and set off to her as prayed for in her Said Petition = It is further ordered, adjudged, and decreed by the Court that the Said plaintiff be endowed of one full equal third (1/3) part of the premises in the Petition described, and that a writ issue to the Sheriff of Union County Commanding him by the Oaths of Lawson B. Harvey Three Judicious disinterested Men of the Vicinity in the Said County who are not of Kin to Either of the parties and who are hereby appointed Commissioners for that purpose, he cause to be set off and assigned the dower to Said plaintiff in Money as above ordered and that of Such proceedings together with the Said Commissioners appointment of the yearly rent Value of Said real Estate Estimated from the 23rd day of December, 1896, to the day of Such assignment of dower. The Said Commissioners and the Said Sheriff Make Return without Unnecessary delay.

Court adjourned until 8 2o O'clock tomorrow morning

Wednesday Feb. 17th 1897

Court convened at 8 30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow, Judge.

7315 Jessie B. Lee vs H. M. Lee } Court of Common Pleas, Union County, Ohio

This day came the plaintiff by Porter & Porter, her attorneys, and filed her petition against said defendant, and Thompson F. A. Thompson 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 given 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 defendant to said plaintiff, on said indebtedness, the sum of Two Hundred and Eighty-five 87/100 Dollars, bearing interest at 8 per cent. per annum payable annually, 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 Jessie B. Lee plaintiff do recover of the said H. M. Lee defendant the sum of Two Hundred and Eighty-five and 87/100 Dollars, so confessed as aforesaid, with interest from February 17th 1897 at 8 per cent. per annum, and also costs in her behalf expended taxed to $ and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendant waived and released.

7149 John J. Ramage vs The Travelers Insurance Co. } Court of Common Pleas Union County, Ohio.

This cause came on to be heard on the motion of defendant to strike out certain parts of plaintiff's Reply, which motion being fully argued by Counsel, the Court overrule said motion to which defendant excepts.

Thompson defendant asks and obtained leave of the Court to file instanter, its amended Answer.

Wednesday Feb. 17th 1897

Joseph M. Kennedy, Admr. &c.
vs
The Nypano Railroad Company et al

Court of Common Pleas
Union County, Ohio.

This cause is continued on motion and showing of the defendant, and at their costs of this term.

It is therefore adjudged by the Court that the defendant pay the costs of this term of Court taxed at $

7149

John J. Ramage
vs
The Travelers Insurance Co.

Court of Common Pleas,
Union County, Ohio.

This cause came on to be heard on the motion of defendant to require plaintiff to separately state and number his defences made in the Reply which motion is sustained by the Court and said plaintiff is required to number his several defences, to which plaintiff excepts.

7240

Ocie B. Guyer by her next friend
Milton H. Johnson
vs
Homer E. Guyer

Court of Common Pleas,
Union County Ohio

7147

This day this cause came on to be heard on the petition and the evidence, and the same was argued by Counsel and submitted to the Court.

On consideration whereof the Court find the allegations of the petition to be true in all respects, that said defendant was duly served with summons and is in default for Answer and demurrer, and that the marriage contract entered into between said Ocie B. Guyer and Homer E. Guyer was absolutely void and of no effect.

It is therefore considered and adjudged by the Court that said marriage contract aforesaid be, and the same hereby is, decreed null and void and both parties are hereby released therefrom the same as if said contract had never been entered into; said plaintiff to resume her maiden name of Ocie B. Johnson, and to recover her costs herein from the defendant, taxed at $ 9.21.

Wednesday Feb. 17th 1897

Frank A. Reed, an Infant by his next friend Jennie White. vs. Wm H. Lidbetter

7151

Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard upon the motion of plaintiff to strike from the answer all that part of said answer following the general denial and extending down to the word Two, which motion was by the Court overruled.

Haymond Ingram vs. John Brown et al

Court of Common Pleas Union County, Ohio

This cause is continued on motion and showing of the defendants and at their cost of the term.

It is therefore adjudged by the Court that the defendant pay the cost of this term taxed at $

Sarah A. Williams. vs. Wm Howard et al

7147

Court of Common Pleas, Union County, Ohio.

This day came on this cause to be further heard on the motion of plaintiff to strike from the files the cross petition of Josephine M. Smith and Florzella Smith and to dismiss them from this cause for reason stated in her written motion.

Thereupon the Court being fully advised in the premises do sustain said motion and said defendants are by the Court dismissed but no papers are to be withdrawn from the files by the parties, to which ruling of the Court the said Amelia B Applegate excepts.

Thereupon the said Amelia B. Applegate not desiring to further plead against said plaintiff in this case and having excepted to the sustaining of the demurrer to her petition herein before and having no desire further to answer, the Court do find for the plaintiff the right of trial by jury being waived by the parties, and do find there is due on the note in the petition described to the plaintiff from the said Wm Howard as the Administrator of Isa Baltz deceased the sum of Four Thousand Dollars with interest thereon from the 12th day of February 1896, at the rate of seven per cent per annum payable semi annually, and therefore it is ordered and adjudged by the Court that plaintiffs said claim be allowed and paid according to law by said Administrator as a valid claim against said estate and that the said Amelia B. Applegate pay the costs herein within thirty days and in default thereof that execution issue therefor, to all of which ruling and judgment of the Court said Amelia B. Applegate excepts.

Wednesday Feb. 17th 1897.

7252 The Citizens Home & Savings Company vs. Eli H. Piper and Anna E. Piper. } Court of Common Pleas, Union County, Ohio.

And now comes the said The Citizens Home and Savings Company plaintiff by John M. Broderick its Attorney, and thereupon this cause came on to be heard upon the petition and the evidence, and the said defendant Eli H. Piper still failing to demurr or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due it by reason of the premises: on consideration whereof the Court find that there is due to the plaintiff from the said Eli H. Piper on the contract in writing and mortgage, in the petition mentioned and set forth, the sum of One Hundred and Four Dollars and Sixty four cents, and that it is a lien upon said premises, said mortgage being recorded in Volume 83 page 170 of the Records of Mortgages of Union County, Ohio.

It is therefore considered by the Court here, that the said plaintiff recover of the said defendant the said sum of One Hundred and Four Dollars and Sixty two cents, the sum found due as aforesaid, and also its costs taxed at $, and it is further ordered and adjudged, that in case the said defendants Eli H. Piper and Anna E. Piper, his wife, fail for three days from this date, to pay to the said plaintiff the said sum of One Hundred and Four Dollars and Sixty two cents, or a aforesaid found due, together with the weekly payments thereon for each and every week from and after January 4th 1897, and to the Clerk of this Court the costs herein, that the defendants equity of redemption be foreclosed, and that an order of sale issue to the sheriff of said Union County, directing him to cause said premises described in plaintiffs petition herein, to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of costs; second in payment of the judgment so as aforesaid rendered; and the residue if any, he bring into Court, to abide the further order of said Court.

7267 George B. Hamilton vs Newton Linsley, John T. Handley, Jannie Handley wife of John T. Handley, Reuben Cowgill Administrator, S. H. Israel, Alice Williams and J. W. Williams, } Court of Common Pleas, Union County Ohio.

February 17th, 1897- This cause now comming on for hearing on the petition of the plaintiff and the evidence, the Court

Wednesday Feb. 17th 1897.

finds that the defendant, Newton Linsley, has duly waived the issuing and service of summons in this case and has voluntarily entered his appearance as defendant herein, and that he is in default for answer and demurrer to plaintiff's petition, and that the allegations of the petition are thereby confessed by him to be true.

The Court further finds that the defendants, John T. Handley and Jennie Handley, wife of John T. Handley, have been duly served with summons in said cause and that they, and each of them, are in default for answer and demurrer to plaintiff's petition, and that the allegations of the petition are thereby confessed by them to be true.

The Court further finds that the defendant, Reuben Cowgill, Administrator, waived the issuing and service of summons, has voluntarily entered his appearance as a defendant in this cause and is now legally and properly before the Court.

The Court further finds that the plaintiff, George Hamilton, is the legal owner and holder of each and all of the promissory notes set forth and described in his petition, and that there is due the plaintiff, George B. Hamilton, from the defendant, Newton Linsley, on the said promissory notes, with interest to the 17th day of February, 1897, the sum of Two Thousand, Seven Hundred and Six Dollars and Forty-five Cents ($2706.45).

The Court further finds that in order to secure the payment of said notes, the said defendant, Newton Linsley, executed and delivered to the said George B. Hamilton, the plaintiff, his certain Mortgage, as in the petition described and on the premises therein described; that said Mortgage was duly recorded in Book 28, Page 316, of the Records of Mortgages of Union County, Ohio, and that the same is a good and valid lien on the premises described in the petition, and that the conditions in said Mortgage have been broken.

It is therefore considered by the Court that the plaintiff George B. Hamilton, recover from the defendant, Newton Linsley, the sum of Two Thousand, Seven Hundred and Six Dollars and Forty-five Cents ($2706.45) and his costs herein expended.

It is further adjudged and decreed that unless the defendant, Newton Linsley, shall, within two (2) 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 17th day of February, 1897, at eight (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, Ohio, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

And good cause being shown therefor, publication in a German paper is hereby dispensed with.

Approved,

Dow, Judge.

Wednesday Feb. 17th 1897

7254 The Robinson & Curry Co.
vs.
Effie R. Smith, F. H. Smith
Margaret Nonnemaker
Nancy Arnold & George W. Arnold

Court of Common Pleas
Lorain County, Ohio.

And now comes the said plaintiff The Robinson & Curry Company by John M. Broderick its Attorney, and thereupon the cause came on to be heard upon the petition, and the defendants still failing to demur or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due it by reason of the premises: on consideration whereof the Court find that there is due to the plaintiff from the said Effie R. Smith on account of the materials furnished as in the petition mentioned and set forth, the sum of Seventy Eight Dollars and Ninety Three cents, and that it is a lien upon said premises described in the petition by reason of the Mechanics lien therein described and recorded in Volume 4 page 76, of the Lorain County Records of Mechanics liens; and that plaintiff is entitled to have the said lien enforced.

It is therefore considered by the Court here, that the said plaintiff recover of the said defendant the said sum of Seventy Eight Dollars and Ninety Three cents, the sum found due as aforesaid, and also costs taxed at $, and it is further ordered and adjudged, that in case the said defendants Effie R. Smith and F. H. Smith fail for three days from this date, to pay to the said plaintiff the said sum of Seventy Eight Dollars and Ninety Three Cents, or as aforesaid found due, with six per cent interest thereon from January 4th 1897, and to the Clerk of this Court the costs herein, then that the defendants equity of redemption be foreclosed and that an order of sale issue to the Sheriff of said Lorain County, directing him to cause said premises to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of costs: Second, in payment of judgment as aforesaid rendered: and the residue, if any, he bring into Court, to abide the further order of said Court.

7242 The Citizens Home & Savings Company
vs.
Jeanette Houghton, Edward Houghton,
Walter C. Fullington, Thomas Stillings &
The Phelps & Bigelow Wind Mill Company.

Court of Common Pleas
Lorain County, Ohio.

This cause now coming on for hearing was submitted to the Court on the petition and the evidence, the Court find that the defendant Jeanette Houghton, 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 The Citizens Home and Savings Company from the defendant Jeanette Houghton,

Wednesday Feb. 17th 1897.

on the contract in writing set forth in the petition, with weekly payments to the first day of this time to-wit: January 4th 1897, the sum of Two Thousand Two Hundred and Twenty Eight and 09/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing the defendants Jeannette Houghton and Edward P. Houghton, her husband, executed and delivered to said The Citizens Home and Savings Company, the plaintiff, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 33 page 204 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant the said sum of ~~Two Thousand~~ Two Hundred and Twenty Eight and 09/100 Dollars and its costs herein expended.

And it is further considered, ordered and decreed that unless the defendant Jeannette Houghton, 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 Ed 41/100 Dollars for each and every week from and after the 4th day of January 1897, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of said Union County, 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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7269

The Citizens Home & Savings Company
vs
N. Y. Roth, Ellen J. Sway, William T. Sway & The Citizens Home & Savings Company

The Court of Common Pleas
Union County, Ohio

And now comes the said plaintiff, The Citizens Home and Savings Company by John M. Broderick its Attorney, and thereupon this cause came on to be heard upon the petition, and the said defendants still failing to demur or answer to the said petition, the said petition is taken to be true.

It is further considered that the plaintiff ought to recover the amount due it by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said N. Y. Roth defendant on the contract in writing and Mortgage, in the petition mentioned and set forth, the sum of Three Hundred & Thirty-three Dollars and Fifty-six cents, and that it is a lien upon said premises, said Mortgage lien is Recorded in Volume 33 page 209 of the Records of Mortgages of Union County Ohio,

It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant N. Y. Roth the said sum of Three Hundred & Thirty Three Dollars and Fifty six cents, the sum so found due as aforesaid, and also its costs taxed at $, and it is further ordered and adjudged, that in case the said defendant, N. Y. Roth, Ellen J. Sway & William T. Sway fail for three days from this date, to pay to the said plaintiff the said sum of Three Hundred & Thirty Three Dollars and Fifty six cents, or so aforesaid found due, together with weekly payments of 63/100 Dollars for each and every week from and after January 4th 1897, and to the Clerk of this court the costs herein, then that the defendants Equity of redemption be foreclosed and that an order of sale issue to the Sheriff of said Union County, directing him to cause said premises to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of costs; second, in payment of the judgment so as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

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7268	The Citizens Home & Savings Company. vs Barbara Kleiber, & John E. Kleiber	Court of Common Pleas Union County, Ohio.

And now comes the said The Citizens Home and Savings Company plaintiff by John M. Brodrick ~~Esq~~ Attorney, and thereupon this cause came on to be heard upon the petition, and the said defendants still failing to demur or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due it by reason of the premises; on consideration whereof the Court find that there did due to the plaintiff from the said Barbara Kleiber on the contract in writing and mortgage, in the petition mentioned and set forth, the sum of Six hundred and eighty Three Dollars and thirty Three cents, and that it is a lien upon said premises, said mortgage being recorded in Volume 33 page 313 of the Records of Mortgages of Union County, Ohio.

It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the sum of Six Hundred & Eighty Three Dollars and thirty Three cents, the sum found due as aforesaid, and also its costs taxed at $, and it is further ordered and adjudged that in case the said defendants, Barbara Kleiber and John E. Kleiber, her husband, fail for three days from this date, to pay to the said plaintiff the said sum of Six Hundred and Eighty Three Dollars and thirty Three cents, so as aforesaid found due, together with the weekly payments of One & 59/100 Dollars for each and every week from and after the 4th day of January 1897, and to the Clerk of this Court the said costs, the defendants equity of redemption be foreclosed and that an order of sale issue to the Sheriff of said Union County, directing him to cause said premises to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of Cost; Second, in payment of the judgment so as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

	S. A. Hoskins vs George W. Stephen, Olive E. Stephen wife of said George W. Stephen; Anthony Parish; Margaret M. Parish, wife of said Anthony Parish; W. H. Ferguson; O. P. Lenner and The Bank of Richmond	Court of Common Pleas, Union County, Ohio.

February 17th, 1897. This cause now coming on for hearing on

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the petition of the plaintiff and the evidence, the Court finds that the defendants George V. Stephens and Olive E. Stephens, wife of the said George V. Stephens, have been duly served with Summons in this cause, and that they, and each of them, are in default for Answer and demurrer, and that the allegations of the petition are hereby confessed by them, and each of them, to be true.

The Court further finds that the defendants Anthony Parish, Margaret M. Parish, wife of the said Anthony Parish, O.B. Parish, W.H. Ferguson, O.P. Lemon and the Bank of Richmond, have each waive the issuing and service of summons in said cause and have voluntarily entered their appearance therein in writing, and that each of said defendants is now legally and properly before the Court.

The Court further finds that there is due the plaintiff, L.A. Hoskins, from the defendant, George V. Stephens, on the promissory notes set forth in his petition, with interest to the 17th day of February, 1897, the sum of Two Thousand, Seven Hundred and Thirty-three Dollars ($2733)

The Court further finds that in order to secure the payment of said notes, the defendants George V. Stephens and Olive B. Stephens, his wife, executed and delivered to George B. Hamilton their certain mortgage, as in the petition described, and on the premises therein described, and on the premises therein described; that said mortgage was duly recorded in Book 28, page 327, of the Records of Mortgages of Union County, Ohio, and is the first and best lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

The Court further finds that the promissory notes set forth in plaintiffs petition were duly and legally assigned by the said George B. Hamilton to Adrian College, without recourse, and that said notes were afterwards duly assigned by said Adrian College to the plaintiff, L. A. Hoskins, and that the said plaintiff, L. A. Hoskins, is now the legal owner and holder of each and all of said notes set forth and described in his said petition.

It is therefore considered by the Court that the plaintiff, L.A. Hoskins, recover from the defendant, George V. Stephens, the sum of Two Thousand, Seven Hundred and Thirty-three Dollars ($2733.00), and his costs herein expended.

It is further adjudged and decreed that unless the defendant, George V. Stephens, shall within two (2) 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 17th day of February, 1897, at seven (7) per cent per annum, 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-

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his proceedings to this court for further order.

And good cause being shown therefor, publication in a German paper is hereby dispensed with.

Approved

Dow Judge.

6767	John Cunningham vs The Village of Richwood	Court of Common Pleas Union County, Ohio.

This day this cause is dismissed at the costs of the plaintiff.

Court adjourned until 8 30 O'clock tomorrow morning

Thursday Feb. 18th 1897

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

942 The State of Ohio vs Luther Ward & Harvey Wilson } Court of Common Pleas, Union County, Ohio. Indictment for Burglary.

Now comes the prosecuting Attorney on behalf of the state of Ohio, and the prisoners Luther Ward and Harvey Wilson being brought into open court in custody of the Sheriff; Also came the following named persons as Jurors to-wit: T. J. Dodge, J. C. Scott, H. E. Spain, Evaz Shaw, J. L. Richy, J. B. Galloway, W. H. Johnson, J. L. Keckly, S. R. Berger, Fredrick Hile, Emanuel Rausch and Chester Sigman, who were duly impanelled and sworn according to law, and the said Jury having heard the evidence in part, the hour for adjournment having arrived, this case was continued until 8 30 O'clock tomorrow morning.

Johnson & Temple vs Thomas N. Cullum et al } Court of Common Pleas, Union County, Ohio.

This cause came on to be heard upon the motion and application of J. L. Cameron and R. L. Nordburn for leave to be made parties herein and file answer & Cross-petition

On consideration whereof the Court sustains the said motion and leave is granted to file said answer and cross-petition and the same is filed instanter.

7237 Martha Amrine vs Alfred Amrine et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing upon the return of the Sheriff and of the Commissioners herein, of their proceedings in the ~~assignment of~~ dower under the former order of this Court, and on the motion to confirm the same.

And the Court being fully advised in the premises, find said proceedings and assignment in all respects in conformity to law; and hereby approve and confirm the same

It is therefore ordered that the said Martha Amrine have and possess the lands so assigned, to-wit;

Beginning at a stone at the northwest corner of George M. Wilbers land in the center of the Marysville and Bellefontaine road; thence with said road N. 69° W. 62 poles to the intersection of the Lewisburg road; thence with said road S. 66° W. 24 poles to the west line of Survey No. 3354; thence with the Milford & Amrine

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S. 1¾° E. 42 68/100 poles and S. 18° W. 16 27/100 poles and S. 27½° W. 42 27/100 poles to a stake in said road; thence S. 75¾° E. 82 12/100 poles and N. 84¾° E. 27 82/100 poles to a stake in the west line of said George W. Wilbers land; thence with said line N. 2¼° W. 101 poles to the beginning (excepting the parcel of land at the intersection of the said Bellefontaine and Lewisburg roads, in which the Amrine Church has an interest under the will of Henry Amrine deceased,) containing 60 acres more or less.

Also another tract of land described as follows- Beginning at a stone at the North west corner of Survey No. 5416; thence with the North line of said survey N. 84¼° E. 160 poles to a stake: thence S. 5° E. 54 29/100 poles to a stake in the center of the Waynesville and Lewisburg road; thence with the center of said road S. 66¼° W. 168 poles to the west line of said Survey No. 5416; thence with said line N. 5° W. 106 52/100 poles to the beginning, containing 80 acres more or less. Plats of said land are hereto attached as and for her reasonable dower in said premises.

It is further ordered that the costs in this case be paid one-third by plaintiff and the remainder by the defendants, Alfred Amrine and Mary A. Shelpley, in equal parts, and that on default of their payment accordingly execution issue therefor.

Thursday Feb. 18th 1897.

Uriah Cahill
vs
7235 John Cahill et al

Court of Common Pleas
Union County, Ohio.

This cause coming on to be heard upon the petition of the plaintiff herein (Uriah Cahill) the defendants (John Cahill, Oliver B. Davis, Amos Davis, Thomas J. Davis, Philander H. Smith, James Davis, John L. Webster, George W. Harris, Charles W. Fox, Milvin Middleton, David J. Harris, Sterling S. McElroy, Dorastus J. Phelps, George W. Jolliff, James W. Monroe, Elmer Bitter, Horace S. Culver, Charles Stultz, Charles G. Morrow, John F. Tilton, David E. Miller, Sidney W. Westbrook, Sylvanus Taylor, John D. Henson, Charles W. Smith, Howard W. Roberts, Edward J. Brooks, Aquilla J. Staley and John W. Broderick as assignee of James N. Wright, being each and all in default for answer or demurrer to the petition of the 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.

It is therefore considered and adjudged by the Court that the said partnership heretofore existing between the plaintiff and defendants be, and the same is hereby dissolved.

And it is further ordered by the Court that Hon. J. E. Griffith be and he is hereby appointed a special Master Commissioner herein to hear the allegations and proofs of all parties interested in, or connected with said partnership, take testimony in relation thereto, and to take and state an account between said Copartners (the said plaintiff and said several defendants) and with all convenient speed report the same to this Court with a statement of all property, effects, debts, credits and engagements of said partnership, and the account and standing of each individual copartner and all other matters and things pertaining to the affairs of said partnership and each copartners connection therewith and the relation of each to the other as to the financial standing of his individual account.

And it is further ordered that all persons having claims against said partnership make showing of same before said Special Master, and that each individual copartner make showing before said special Master of his standing and connection with said partnership.

That the account and standing of each copartner may be determined.

And the said J. E. Griffith is directed to notify each of said copartners and all other parties interested of the time and place of such hearing before him as special Master Commissioner aforesaid, and of all his acts hereunder that he make true and full report to this Court.

Approved

D. Dow, Judge.

Thursday Feb. 18th 1897

George Bucher
vs
J. M. Jenner } Court of Common Pleas
Trumbull County, Ohio.

7257

This day this cause came on to be heard upon the petition of plaintiff, and the evidence; the defendant being in default and was submitted to the Court without the intervention of a Jury.

On consideration whereof the Court find the facts stated in the petition to be true, and that the judgment in the petition set forth remains due and unsatisfied, and no cause being shown why it should not be revived.

It is therefore considered by the Court that said judgment rendered in this case, on said 25th day of September 1883, in favor of this plaintiff, and against this defendant for Two Hundred Eighty Two & 25/100 ($282.25) Dollars with interest thereon at 8 per cent. from the 25th day of September 1883 and $ costs of suit do stand revived.

And the Court further find that plaintiff on the 13th day of October 1885, paid to the Clerk of said Court on the costs of said original action the sum of Four & 34/100 Dollars, which plaintiff is entitled to recover of defendant.

It is therefore considered that plaintiff recover of defendant said sum of $4.34 by him so paid as aforesaid.

It is further considered that plaintiff recover of said defendant his costs herein expended, for all of which Execution is awarded.

Court adjourned until 8.30 O'clock tomorrow morning.

Friday Feb. 19th 1897

Court Convened at 8 30 O'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow.
Judge.

943 The State of Ohio vs. Luther Ward and Harry Wilson } Court of Common Pleas, Erie County, Ohio. Indictment for Burglary.

942

This day again came the Prosecuting Attorney on behalf of the State of Ohio, also came the Jury heretofore impanelled and sworn herein, and the trial proceeded, and after hearing the remaining evidence and the arguments of Counsel in part, this cause was continued until 8 30 O'clock tomorrow morning.

Court adjourned until 8 30 O'clock tomorrow morning

Saturday Feb. 20th 1897

Court convened at 8 30 O'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

942	The State of Ohio vs. Luther Ward and Harvey Wilson	Court of Common Pleas, Carroll County, Ohio Indictment for Burglary.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendants Luther Ward & Harvey Wilson being brought into open Court in custody of the Sheriff, also came the Jury heretofore impanelled and sworn herein, and the Jury having heard the remaining arguments of Counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes the said Jury into open Court with their verdict in writing, signed by their foreman and say:

We the Jury in this case, being duly impanelled, sworn and affirmed to well and truly try and true deliverance make between the state of Ohio, and the prisoners at the Bar Luther Ward and Harvey Wilson do find that the prisoners at the Bar Luther Ward and Harvey Wilson are guilty as charged in the indictment.

L. J. Richey Foreman.

Court adjourned until Monday Feb. 22 at 2 O'clock P. M.

Tuesday Feb. 23rd 1897

Court convened at 8.30 O'clock A.M. Judge Duncan Dow not being present on monday Feb. 22nd 1897.

Present Hon Duncan Dow
Judge.

943 The State of Ohio vs Luther Ward & Harvey Wilson } In the Court of Common Pleas, Union County, Ohio. Indictment for Burglary

This day came the Prosecuting Attorney on behalf of the state of Ohio, the defendants Luther Ward and Harvey Wilson 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 Luther Ward and Harvey Wilson each be imprisoned and confined in the Penitentiary of this state and kept at hard labor, but without any solitary confinement for the period of Two years each, and that they pay the costs of this prosecution for which execution is awarded. 943

7258 Hattie Atkins vs Jesse Atkins } Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff, by J.L. Jolliff, 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. 7219

The Court further find, upon the evidence adduced, that the defendant has been guilty of extreme cruelty, habitual drunkenness and gross neglect of duty, 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 Hattie Atkins and Jesse Atkins 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: Dora E. and Cechus of the said parties hereto be, until the further order, confided to the said Hattie Atkins and the said Jesse Atkins is hereby enjoined from interfering in any manner with either of said children, or with said Hattie Atkins in the custody, care, education and nurture of them until further order of this Court.

It is further considered by the Court that the said Hattie Atkins recover from said Jesse Atkins costs herein expended.

Tuesday Feb. 23rd 1897

943 The State of Ohio, vs Luther Ward et al } In the matter of Allowance of Guard. Court of Common Pleas. Union County, Ohio. Indictment for Burglary.

Whereas, at the present January Term of the Court of Common Pleas, begun and held at the Court House, in the County of Union and State of Ohio, more than one person, to wit: Herman Huffman, Luther Ward and Harvey Wilson were convicted and sentenced to imprisonment in the Penitentiary of this State, and the Court being of opinion that it is such an extraordinary case as requires the allowance of One Guard to assist the Sheriff in the transportation of said Convicts to said Penitentiary, do allow said One guard for the purpose aforesaid.

D. Don

Judge.

943 The State of Ohio vs Luther Ward & Harvey Wilson } Court of Common Pleas. Union County, Ohio. Indictment for Burglary.

This cause coming on for hearing on the application of J. B. Cole for allowance of $50.00 to be paid to him as Counsel fee for defending Luther Ward and Harvey Wilson in the trial of above cause lasting about three days, and in the preparation for said trial, the Court being fully advised in the premises find that he is entitled thereto, and allow the said claim.

Approved

Duncan Don, Judge.

7219 Jimi Webb vs Mary R. Webb } Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff, by J. L. Jolliff, his Attorney, & 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 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 Adultery, extreme cruelty and gross neglect of duty 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 Jimi Webb and Mary R. Webb 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 plaintiff pay the costs of this prosecution.

Tuesday Feb. 23" 1897

7319 Moses George, M. T. Flaherty, Ed Charles Rice Trustees of Milford Center Lodge No. 274 K of P. vs U. S. Alden and Mattie Alden. — Court of Common Pleas, Union County, Ohio.

This day came the plaintiffs by J. P. Kinkade Attorney, and filed their petition against said defendants, and thereupon J. L. Jolliff an Attorney at Law of this Court, by virtue of a warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiffs as they have in their petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiffs, on said indebtedness, the sum of Four Hundred & Two & 26/100 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 Moses George, M. T. Flaherty and Chas Rice as Trustees of Milford Center Lodge No. 274 K of P. plaintiffs do recover of the said U. S. Alden and Mattie Alden Defendants the sum of Four Hundred Two & 26/100 Dollars so confessed as aforesaid, with interest from Feb. 21, 1897 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

7133 Salomon H. Wisman vs. Francis M. Gardner et al — Court of Common Pleas, Union County, Ohio.

This case settled and costs paid.

7169 Mary A. Rogers vs. John S. Gray et al — Court of Common Pleas, Union County, Ohio.

This case settled and costs paid.

Tuesday Feb. 23rd 1897

7172	James V. Hill vs John V. Crawford Executor of Chaney C. Hill, deceased.	Court of Common Pleas Erie County, Ohio.

This day came the parties by their attorneys, and this cause came on to be heard; and thereupon came a Jury, to-wit: T. J. Dodge, J. V. Scott, H. E. Spain, Evan Shaw, J. L. Richey, J. B. Galloway, W. H. Johnson, J. L. Keckley, Frederick Kile, Emanuel Rausch, Chester Sigman and Elijah Beckum, who being duly empanelled and sworn according to law, to well and truly try the issue found between the parties in this cause, and a true verdict render according to the evidence, and after hearing the testimony, arguments of Counsel in part, this cause was continued until 8 30 O'clock tomorrow morning.

Court adjourned until 8 30 O'clock tomorrow morning

Wednesday Feb. 24th 1897.

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7149 John J. Ramage vs The Travelers Insurance Co. } Court of Common Pleas Union County Ohio.

This case is settled by the parties and the Insurance Policy is satisfied and the cause is withdrawn without Record at Defendants costs.

It is therefore considered and adjudged by the Court that plaintiff recover of the defendant the costs of this case taxed to $

J. N. Robinson & N. M. Merchant
Cameron & Cameron
Ayers & Ayers

7154 John J. Ramage vs Aetna Mutual Insurance Co. } Court of Common Pleas Union County, Ohio.

This cause settled by the parties and the Insurance Policy is satisfied and the cause is withdrawn and dismissed without Record at defendants costs.

It is therefore considered and adjudged by the Court that plaintiff recover of the defendant the costs of this case taxed to $

J. N. Robinson - N. M. Merchant
Cameron & Cameron
Ayers & Ayers
Attys for Plaintiff.

Wednesday Feb. 24th 1897.

7296	Adolph Bissel, Administrator, of the estate of Jacob Bissel dec'd. vs H. C. Richards et al.	Court of Common Pleas Union County, Ohio.

This cause came on this day to be heard upon the petition, the Demurrer of Delilah J. Truitt, Administrator of the estate of J. Truitt, deceased, the remainder of the defendants being in default for answer and demurrer.

On consideration whereof the court find the allegations of the petition petition to be true and confessed as to all the defendants except as to Delilah J. Truitt, Adm'x. etc. aforesaid and that the defendants are indebted to the plaintiff in the sum of ($666.00) with interest from the 1st day of September, 1894.

It is therefore ordered and adjudged that the plaintiff recover from the defendants, as aforesaid the sum of ($651.74) Six Hundred and Fifty One & 74/100 Dollars.

7172	James V. Hill vs John V. Cranford Executor of the Will and testament of Chauncey C. Hill, deceased.	Court of Common Pleas, Union County, Ohio Verdict.

This day again came the parties by their Attorneys, and this cause came on to be heard; and thereupon came the following named Jurors to-wit:

J. T. Dodge, J. V. Scott, H. C. Spain, Evan Shaw, J. L. Richey, J. B. Galloway, M. H. Johnson, J. L. Keckley, Fredick Kile, Emanuel Rausch, Chester Sigman and Elijah Beckam, who being heretofore empaneled and sworn to well and truly try the issue found between the parties in this cause, and a true verdict render according to the evidence, and after hearing the further arguments of Counsel, and charge of the Court, the said jurors, retired to their room in charge of the Sheriff for deliberation, and upon their said oaths aforesaid, returned their verdict in writing in the words and figures following, to-wit:

We the Jury, being duly impanelled and sworn, find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of ($3059.75) Three Thousand Fifty Nine & 75/100 Dollars.

J. L. Richey, Foreman.

Wednesday Feb. 24th 1897

L. A. Hoskins,
vs
George W. Stephens et al

In the Court of Common Pleas,
Union County, Ohio.

7259

It appearing to the Court that the defendant O. B. Parish is a minor over fourteen (14) years of age, and that he has neglected for more than twenty (20) days from the return of summons served upon him, to apply for a Guardian Ad Litem; on motion of the plaintiff, J. E. Griffith is hereby appointed Guardian Ad Litem for the suit for said minor defendant, with leave to answer answer on or before March 20th 1897.

And now comes J. E. Griffith, and in open court accepts said appointment.

7260

Wednesday Feb. 24th 1897

7260	S. A. Hoskins vs Anthony Parish et al	Court of Common Pleas Erie County, Ohio.

It appearing to the court that the defendant Ann A. Parish is a minor over fourteen (14) years of age, and that he has neglected for more than twenty (20) days from the return of summons served upon him, to apply for a Guardian ad Litem; on motion of the plaintiff, J. E. Griffith is hereby appointed Guardian ad Litem for the suit for said minor defendant with leave to answer on or before March 20th 1897.

And now comes J. E. Griffith and in open court accepts said appointment.

Court adjourned until 8 30 O'clock A. M. tomorrow morning

Thursday Feb. 25th 1897

Court Convened at 8 o'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge.

7258 Daniel S. Philps vs The Toledo & Ohio Central Rail Road Company. — 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: T. L Dodge, J. H. Scott, H. E. Spain, Evan Shaw, J. L. Richey, J. B. Galloway, M. H. Johnson, J. L. Kickley, Frederick Kile, Emanuel Rausch, Chester Sigman and J. S. Turner;

Who were duly impanelled and sworn according to law; and after hearing the evidence adduced, the arguments of Counsels, and the charge of the Court, the said Jury retire 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 impanelled and sworn, find the issues in this case in favor of the defendant.

J. L. Richey Foreman

7320 Clark Rickard vs Thomas Jones, Charles M. Jones & Albert N. Jones — Court of Common Pleas, Union County Ohio. Judgment by confession for $385-39/100

This day came the plaintiff by Lerndas Piper Attorney, and filed his petition against said defendants, and thereupon Harry B. Robinson an Attorney at law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as he has in his petition alleged by virtue of said warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of Three Hundred Eighty-five & 39/100 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 Clark Rickard plaintiff do recover of the said Thomas Jones, Charles M. Jones and Albert N. Jones defendants the sum of Three Hundred Eighty Five and 39/100 Dollars so confessed as aforesaid with interest 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 therein, are by said defendants waived and released.

Thursday Feb. 25th 1897

7234	Elmer J. Freeman vs Susan Freeman et al	Court of Common Pleas Lorain County, Ohio. In Partition.

This day this cause came on to be heard, and the same was submitted to the Court upon the pleadings and the evidence; on consideration whereof the Court being fully advised in the premises finds; that all of the parties have been duly and legally notified of the filing and pendency of the petition, and that all the parties are before the Court in due and legal form.

The Court further finds that the said George W. Freeman died seized of the lands and tenements in the petition described, and that his personal estate is sufficient to pay his debts.

The Court further finds that the parties named in the petition are the heirs and legal representatives of said George W. Freeman deceased, and that he died intestate, and that the said parties are entitled to the division of his estate to the parts and proportions in the said petition stated.

The Court further find that in the lifetime of the said George W. Freeman he made advancement to one of his said children that said advancement, that said advancement should be brought in and made part of this estate for distribution, and that said advancement is as follows:

Said George W. Freeman advanced to his son Emmit J. Freeman the sum of $1455.61 less a credit of $325.00 received by said Emmit J. Freeman on distribution of personal estate and the Court further find that the said advancement should be brought in and made part of the estate of said George W. Freeman. and there being no further personal estate to distribute, the said party, Emmit J. Freeman receiving said advancement should receive less the amount in land in this case to be partitioned.

It is further adjudged and decreed by the Court that the lands in the petition described be applied free from dower estate, as Susan Freeman the widow of said George W. Freeman deceased, has elected by her answer herein filed to take as such widow her interest in the proceeds of sale hereinafter to be made as the Court may judge her said interest to be, and according to the statute provided. And that to the appraised value of the same there be added the sum of $1130.61 being the net sum total of said advancement to said Emmit J. Freeman, and that partition of said premises be made giving to the said Susan Freeman widow of said George W. Freeman deceased, One-third of said estate as the Court may find to be her due, and that subject to said dower estate the balance be distributed as follows.

To the said Emmit J. Freeman, Estella M. Neal, daughter of said Emmit J. Freeman, Ella J. Smith daughter of said Emmit J. Freeman, Eva M. Freeman whose age is 15 years, Ida L. Freeman whose age is 10 years, Ada Freeman whose age is 10 years and George E. Freeman whose age is two (2) years together, such portion of said premises as will when added to the said net advancement of $1130.61 to said Emmit J. Freeman equal one-fifth of said premises.

To the plaintiff Elmer J. Freeman one-fifth of said premises:

To Ida L. Fox one-fifth of said premises:

To Luella E. Freeman one-fifth of said premises:

Thursday Feb. 25th 1897

To Elma A. Johnson one-fifth of said premises:

And it is further ordered, that for the purpose of making said partition, an order issue to the Sheriff of said County of Lenoir, commanding him, that by the oaths of Lawson B. Harvey, J. J. Watts and E Reed, three disinterested freeholders of said County, and not of kin to either party, thereof set off and assigned to the said several parties the parts and portions to which they have hereinbefore been found entitled; but it is ordered that in case the said Commissioners shall find that said lands cannot be so divided by metes and bounds without manifest injury, then and in that case they shall return their appraisement in money, having first divided said real Estate into parcels as prayed for in the petition of plaintiff, appraising the several divisions if so found to be the best interest of said estate separately; said Sheriff shall then make his return accordingly without unnecessary delay

Ex. Doc. 2663

7071 Gaar Scott & Co vs Louisa L. Sparks et al } Court of Common Pleas Lenoir County, Ohio.

This day this cause came on to be heard on the demurrer to the Answer and Cross-petition of the "heirs of Michael J. Brake," Clinton Brake, William Brake and Amy Brake,-

On consideration whereof the Court sustains the said demurrer. 7258

7195 The Lenoir Banking Co. vs Louisa L. Sparks et al } Court of Common Pleas Lenoir County, Ohio.

On Motion of defendant, and for good cause shown, it is ordered that this case, and case of Gaar Scott & Co, against Louisa L. Sparks et al. Numbered 7071, in this Court, be, and they are hereby consolidated; and that all further proceedings in said Consolidated action be had in and under number 7071 this action as aforesaid. 7258

Thursday Feb. 25th 1897

Ex. Doc. 2663

J. L. Cameron vs James Carter } Court of Common Pleas, Union County, Ohio. On Motion to revive Judgment.

On motion of the plaintiff, and it appearing to the Court that on the 12th day of March A.D. 1878, a judgment was rendered in favor of the plaintiff and against the said James Carter defendant by H. J. King a Justice of the Peace of Paris Township, in said County of Union, Ohio, for the sum of $85.50 and costs amounting to $2.15.

And it further appearing to the Court that on the 28th day of March A.D. 1878, a transcript of the said judgment and proceedings was filed in the office of the Clerk of this Court, and that the said judgment was on said last named date entered in Execution Docket R. on page 598. the said judgment number being 2663 of the Execution Docket and records of this Court.

And it further appearing that no part of the said judgment or costs have been paid and that more than five years has elapsed since the last execution was issued out upon said judgment.

It is therefore ordered that the said judgment be revived unless sufficient cause be shown against the same within 30 days after the service of this order upon the said defendant.

7258

Daniel S. Phelps vs The Toledo & Ohio Central Railway Company } Court of Common Pleas Union County, Ohio.

On motion Anna McCorry was appointed and sworn to take the testimony in this case according to law as short hand reporter to be paid according to law.

7258

Daniel S. Phelps vs The Toledo & Ohio Central Rail Road Company } Court of Common Pleas Union County, Ohio.

This day this cause came on, on the motion of plaintiff for a continuance on grounds set forth in the motion: Motion submitted to the Court and Court overrule said motion.

Thursday Feb. 25th 1897.

J. Wiley Brown et al. Trustees. vs John V. Hino et al } Court of Common Pleas Union County, Ohio.

This cause coming on to be heard on the motion of plaintiffs, it is ordered that Joseph Hino and Wesley Hino be made additional parties defendant herein and be required to answer, setting up their respective interests, if any, in the premises described in the petition or be forever barred from asserting the same.

Gaar Scott & Co. vs Louisa L. Sparks et al } Court of Common Pleas, Union County, Ohio.

7071

On motion of defendant, and for good cause shown, it is ordered that this case, and the case of The Union Banking Company against Louisa L. Sparks et al, Numbered, 7195; in this Court be, and they are hereby consolidated; and that all further proceedings in said consolidated action be had in and under the number 7071, as aforesaid.

7114

Court adjourned until 8:00 O'clock tomorrow morning

Friday Feb. 26th 1897

Court convened at 8 30 O'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

Barbara Kleiter
vs
The Toledo & Ohio Central Railway Company } Court of Common Pleas, Union County, Ohio.

This day came the defendant and withdraw its Answer and by consent of parties and leave of the Court defendant filed its answer, and this cause is continued.

The State of Ohio on relation of Allie Drum,
vs
Ernie McFadden } Court of Common Pleas Union County, Ohio.

7114

The defendant Ernie McFadden having plead "Not Guilty" to the charge of being the father of the bastard child named in the complaint in this case, and this cause having been regularly assigned for trial this day.

Thereupon came the defendant Ernie McFadden in person and by his Attorney but the complainant failed and refused to appear.

Thereupon the said defendant waived a trial by Jury and submitted this cause to the Court upon the complaint, issue and evidence.

On consideration whereof the Court being fully advised in the premises finds that the complaint is not true, and the defendant is not the father of said bastard child.

It is therefore considered and adjudged by the Court that the defendant go hence without day, and that he recover of the plaintiff his costs herein expended Taxed at $

Friday Feb. 26th 1897

6944	James Gardner vs John Myers	Court of Common Pleas Union County, Ohio.

The Jury in this action having on a former day of this term, rendered a verdict for the Plaintiff, and assessed his damages at $27.37, and no motion for a new trial having been made;

It is therefore considered, by the Court that the said James Gardner, recover from the said John Myers, the said sum of $27.37, together with his costs herein expended.

F. A. Thompson
Atty. for Plff.
Brodrick for Deft.

7065	Ada Leonard vs Elizabeth Lane Ex. of David Lane dec'd.	Court of Common Pleas Union County, Ohio.

This day came on this cause and the parties waived trial by Jury and submitted this cause to the Court; Whereupon the court by consent of parties find there is due plaintiff from defendant as Executrix of the Will of David Lane deceased on said claim a balance of Five Hundred Dollars.

Therefore it is considered and adjudged by the Court that said claim to the amount of Five Hundred Dollars be by her allowed and be paid as other valid claims pro rata out of the assets of said estate together with the costs of suit taxed to $

Friday Feb. 26th 1897

State of Ohio, on relation of Adah Zigler vs Zach McElroy } Court of Common Pleas. Union County Ohio. Action in Bastardy.

7103

Now comes N. T. Hopes on behalf of the State of Ohio on relation of Adah Zigler and presents to the Court the recognizance of said defendant Zach McElroy, taken before R. M. Kingt a Justice of the Place in and for Union County, Ohio, on the 21st day of April, 1896, in the sum of Four Hundred Dollars with J. M. McElroy as surety.

Therefore the said defendant Zach McElroy being three times solemnly called to appear and answer said charge as he agreed to do and J. M. McElroy the surety being three times solemnly called to produce the body of said defendant Zach McElroy as he had agreed to do, and failing so to do the Court orders that the said recognizance be, and the same hereby is forfeited absolutely.

Court adjourned until 2 o'clock Monday March 1st 1897.

Monday March 1st 1897

Court convened at 2 oclock P.M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

6797 Isabella Brown vs Cassius L. Eakins 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 orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved.

And it is further ordered that the said Sheriff convey to the purchaser, Fred Stall, by deed according to law, the property so sold; and that the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof, in the office of the Recorder of Union County, Ohio,

And the Court coming now to distribute the proceeds of said sale, amounting to Seven Hundred and Forty-Eight ($748.00) 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 Sixty-one & 52/100 ($61.52) Dollars. 7148

Secondly- The balance of costs of this action, taxed at Fifty three & 89/100 ($53.89) Dollars.

Thirdly- To the plaintiff, Isabella Brown, the amount heretofore found due her, with interest, but less the amount heretofore paid to-wit, the balance of Six Hundred and Ten & 50/100 ($610.50) Dollars.

Fourthly- To the defendants Cole & Bales, the balance of the money remaining in his hands, to-wit: the sum of Twenty two & 59/100 ($22.59) Dollars.

Approved,
J. E. Suffitt Atty. for Plaintiff
J. A. Kinkade Atty. for Defendants Cole & Bales.

7158 H. H. Smith vs. Nancy C. Severe 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, it is ordered that the said proceedings and sale be, and they are

Monday March 1st 1897

hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, H. E. Conkright, 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 and so to be entered on the Records thereof, in the office of the Recorder of Knox County, Ohio.

And the Court coming now to distribute the proceeds of said sale, amounting to Eleven Hundred and Sixty-six ($1166.00) Dollars, it is ordered that the Sheriff out of the money in his hands, pay:

First: To the treasurer of this County the taxes against said property, to wit, the sum of Seven & 95/100 ($7.95) Dollars.

Secondly: The costs of this action, taxed at $48.47, and further costs.

Thirdly: To the plaintiff A. A. Smith, the amount heretofore found due him, with interest to wit, the sum of Nine Hundred & Sixty-Eight & 27/100 ($968.27) Dollars.

The balance of said purchase money, viz: $141.28, the Sheriff is directed to hold for further order.

Albert D. Scott
vs
Charles F. Gill

7148

Court of Common Pleas,
Knox County, Ohio.

Now come the parties to this action, by their Attorneys duly authorized in the premises, and agree to a settlement of this action upon defendant paying plaintiff One Hundred and Fifty Dollars and agreeing to pay the fees of his own witnesses, plaintiff to pay all other costs that have been accrued.

Defendant has accordingly paid to plaintiff the said sum of One Hundred and Fifty Dollars, the receipt whereof is hereby acknowledged, and in consideration thereof plaintiff hereby releases defendant from all claims whatsoever on account of or arising out of any and all matters involved in, or connected with the cause of this action

James E. Robinson
Atty. for Plff.
J. F. Millar
Atty. for Defl.

Monday March 1st 1897

Lafayette Shelton
vs
O. M. Scott

Court of Common Pleas
Union County, Ohio.

7186

This day this case came on, on defendants demurrer to plaintiffs petition; the Court being fully advised in the matter overruled the demurrer to which ruling and decision the defendant then and there excepted.

Martin Miller
vs
John Hayes et al

Court of Common Pleas
Union County, Ohio.

7222

Now comes the plaintiff by his Attorney, and the defendant being in default for Answer and demurrer, was submitted to the Court upon the pleadings and the evidence and on consideration thereof the Court find for the plaintiff.

The Court further find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition and that he had the legal estate in, and was entitled to the possession of the same, that neither the defendant 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 Martin Miller to all and singular the premises in the petition described, to-wit, situated in the County of Union, State of Ohio and Village of Richwood, being 13 feet off of the south side of In Lot No. fifty two as platted and numbered in the Town plat of Richwood recorded at the Union County Recorders office-he and the same are quieted as against the defendant, 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 the said Martin Miller, his heirs or assigns thereto.

Court adjourned until 8 30 O'clock tomorrow morning.

Tuesday March 2nd 1897

Court convened at 8 o'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge

7186 Myrta Florence Hill vs Thomas Hill } Court of Common Pleas,
Wise County, Ohio.

And now comes the said plaintiff, by H. V. Spicer her Attorney, and the defendant having been legally summoned by publication, 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 Wise, and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of extreme cruelty and gross neglect of duty and by reason thereof she 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 Myrta Florence Hill and Thomas Hill 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, Alfred Howard Hill 2½ months old of the said parties hereto be, until the further order, confided to the said Myrta Florence Hill, and the said Thomas Hill is hereby enjoined from interfering with said child in any manner, or with Myrta Florence Hill in the custody, care, education and nurture of it until further order of this Court.

And it is further ordered that the said Thomas Hill defendant pay to the said H. V. Spicer Attorney for plaintiff, for his use as Attorney fees in this case as and for alimony, one hundred dollars, within ten days from the date hereof, March 2nd 1897.

It is further considered by the Court that the said Myrta Florence Hill recover from said Thomas Hill costs herein expended, and it is ordered that execution is awarded therefor.

Tuesday March 2nd 1897

7266 Lafayette Hulse vs O.M. Scott } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of defendant to order and require the plaintiff to separately state and number his different causes of action.

On consideration whereof the Court overrule said Motion on the ground that there was one cause of action only in said petition, to which decision and judgment of the Court the defendant then and excepted.

7188 James C. Martin vs John Hudson } Court of Common Pleas, Union County, Ohio.

This day the death of the plaintiff is suggested, and leave is granted to make & to substitute the heirs, and all other necessary parties as plaintiffs, and cause continued.

7158 A. H. Smith vs. Nancy E. Serre et al } Court of Common Pleas Union County, Ohio.

Leave given to The Keystone Manufacturing Company to file Answer filed.

7151

Tuesday March 2nd 1897

7151	Frank A. Reed a minor by his next friend &c. vs W. H. Sidebottom	Court of Common Pleas Trim County, Ohio.

This day came the parties by their Attorneys; also came the following named persons as jurors, to-wit: T. J. Dodge, J. V. Scott, H. E. Spain, Evan Shan, J. L. Richey, J. L. Keckley, Fredrick Kile, Emanuel Rausch, Chester Sigman, Jerry Miller, George Forsner and D. H. Moore, who were duly impanelled and sworn according to law; and after hearing the evidence adduced in part, the hour for adjournment having arrived, this cause was continued until 8 30 O'clock tomorrow morning.

Court adjourned until 8 30 O'clock tomorrow morning

Wednesday March 3rd A.D. 1897

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

The Clerk will purchase for the use of the Court Library of Union County, Ohio,
Bates New Digest - 2 Vols.
Revised Statutes of Ohio - Bates - 3 Vols.
Ohio Code of Evidence - Pomy Series: and when bill rendered certify the same to the County Auditor for payment.
Duncan Dow
Judge 3rd Sub-division, 10th Judicial District of Ohio.

7151 Frank A. Reed &c. vs. F. H. Sidebottom } Court of Common Pleas Union County, Ohio.

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 arrived, this cause was continued until tomorrow morning.

7177 A. J. Williams vs Thomas Haynes } Court of Common Pleas Union County, Ohio.

This cause coming on for trial, upon the petition & evidence, the defendant being in default for answer and demurrer, was submitted to the Court without the intervention of a jury.-

On consideration whereof, the Court find that the allegations of the petition are true, and that he, the said defendant Thomas Haynes is indebted to the plaintiff in the sum of Twenty-One & 73/100 Dollars with interest from the first day of this term of Court.

It is therefore considered by the Court, that the said plaintiff A. J. Williams recover from the defendant Thomas Haynes the said sum of Twenty-One & 73/100 Dollars with interest thereon from the 4th day of January 1897, and his costs herein taxed at $, $ and his costs made before the J. P.- taxed at $28 85, and execution is awarded therefore.
Approved
Dow Judge.

Court adjourned until 8 30 O'clock tomorrow morning

Thursday March 4th 1897

Court convened at 8 30 O'clock A. M. pursuant to Adjournment
Present Hon. Duncan Dow
Judge.

Anna E. Perry
vs.
Edward E. Perry } Court of Common Pleas
Union County, Ohio.

6924

This day this cause came on to be heard, and by leave of the Court, first obtained and had the defendant withdraw his answer and cross petition, in the above action, from the files

Eyers & Eyers, Attys for Deft

George J. Burns
vs.
The P. C. C. C. St. L. Ry } Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard on the motion and showing of the defendant for continuance

On consideration whereof the said Cost is continued on the motion and showing of the said defendant

Eyers & Eyers for Plff
Frank Chase for Deft.

John B. Morris,
vs.
Edmund Dilsaver } Court of Common Pleas
Union County, Ohio.
March 3rd 1897.

7168

This cause came on for hearing on the motion of the defendant to require plaintiff to elect upon which cause of action stated in his petition he will stand, and was argued by counsel, and the Court upon due consideration overrule said motion.

It is held by the Court that the petition herein states facts sufficient for but one cause of action, and it is ordered that the words and phrases as follows, "Second cause of action," "Third cause of action," "to his damage in the sum of three thousand dollars," "to plaintiff's damage in the sum of three thousand dollars," "makes all the averments of acts of defendant contained in his first cause of action part of this his second cause of action, and," be stricken from said petition as surplusage, and that it be considered as stating but one cause of action for the sum of four thousand dollars; and plaintiff is granted ten days in which to amend his petition; to all of which ruling and order of the Court both parties hereto then and there except.

J. F. Millar
Atty. for Plff.
Cameron & Cameron
Attys. for Deft.

Thursday March 4th 1897

Fleetwood Courtright
vs
L. J. Taylor et al

7073

Court of Common Pleas
Union County, Ohio.

This day came on this cause to be heard on the Cross-petition of V. C. Fullington filed in this case and thereupon the Court being fully advised in the premises do find the allegations of said Cross-petition to be true and that there is due to said V. C. Fullington on the mortgage executed by F. M. Taylor and wife Alice A. Taylor to said Fullington the sum of Twenty Five Hundred Dollars with Eight per cent. interest thereon from January 17th 1895, which the Court finds to be the first lien on the premises first described in plaintiffs petition to-wit.

"A tract of 8 28/100 acres in the village of Marysville in said County described as follows, Part of Survey No. 3355, Beginning at a stake in the center of the street sometimes called Kenton Street but now called Maple Street and in the south line of the B. A. Fay lands; thence with his south line and the south line of the M. C. Lawrence lot N. 88 W 55 57/100 poles to a stone corner to said Lawrence lot and in the east line of the Levi Longbrake land; thence with said Longbrake line S. 88 East 26 poles to a stake corner to Samuel McCallister's land: thence with his south line and the south line of Patrick Haleys land S. 88 E. 50 76/100 poles to a stake in the center of said Kenton Street; thence with the center of said Kenton Street N. 2 E. 25 1/2 poles to the beginning but subject to Welsh Street 2 poles wide running through said lot and containing 8 28/100 acres exclusive of said Welsh Street; said lot being all of lot 24 and that part of lot No. 20 of John Cassils subdivision of the Street at farm lying west of the said Maple Street and being the lot which David Clement & wife conveyed to said F. M. Taylor by deed Dec. 18, 1881, and recorded in vol. 55 page 12 but excepting therefrom 1/4 of an acre conveyed by said F. M. Taylor and wife to Madison Mullen described as follows; Beginning at a stake in the center of Maple Street and in the South line of lot No. 20 of John Cassils subdivision; thence N. 88 W. 161 feet to a stake; thence N. 2 E. 50 feet to a stake; thence S. 88 E. 161 feet to a stake in the center of Maple Street; thence with its center S. 2 W. 50 feet to the beginning (see Book 59 page 236 of the Records of Union County Ohio, and also excepting the part of said premises known as the right of way of the T & O. C. Railway Company.

It is therefore considered adjudged and ordered that if said defendants fail for ten days to pay said sum of Twenty Five Hundred Dollars with Eight per cent. interest thereon per annum thereon from January 17th 1895, together with the costs made upon said Cross-petition taxed to $ that an order of sale issue to the Sheriff of this County commanding him to proceed according to law to sell said real estate to satisfy said claim.

And thereupon said V. C. Fullington and Mary L. Bucher approved in open Court by their attorneys and the said V. C. Fullington for full and valuable considerations transferred and assigned all his rights and interests in the above judgment and order of sale, and in said mortgage claim to said Mary L. Bucher, and the Court order that said Mary L. Bucher have all right and process and the same right to issue order of sale and collect said moneys as would the said V. C. Fullington of the said assignment had not been made

Thursday March 4th 1897

7151 Frank R. Reed et al. vs W. H. Sidebottom } Court of Common Pleas Union County, Ohio.

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 remaining evidence and the arguments of counsel in part, the hour for adjournment having arrived, this cause was continued until 8 00 O'clock tomorrow morning.

100 The State of Ohio vs Wm L. McIlroy } Court of Common Pleas, Union County, Ohio. Indictment for obtaining signature by false pretense.

This day came the Prosecuting Attorney on behalf of the State and with the leave of the Court entered a Nolle prosequi on the above indictment.

Court adjourned until 8 30 O'clock tomorrow morning.

Friday March 5th 1897

Court convened at 8.30 O'Clock A.M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

Frank A. Reed &c.
vs.
7151 C. H. Lidestone

Court of Common Pleas,
Union County, Ohio.

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 remaining arguments of Counsels and the Charge of the Court, the said jury retired to their room in charge of the Sheriff for deliberation.

C. C. Fullington
vs.
7325 Garwood & Culver,
Spencer Garwood

The 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 F. J. Culver, 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 & Fifty Three Dollars and Forty Four Cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and release and waive 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 Fifty Three Dollars and Forty Four Cents, and that said judgment bear interest at 8 per cent from the 15th day of February A.D. 1897; and also costs herein expended, taxed at $

The State of Ohio, on Relation of
Henry Spencer
vs
7288 A. H. Kellifrath

Court of Common Pleas
Union County, Ohio.

And now this cause coming on for hearing upon the petition and application for the allowance of a writ of Mandamus, on consideration thereof the Court finds that the plaintiff is not entitled to the relief prayed for, or to maintain his proceedings in mandamus against the respondent.

It is therefore considered that this application be dismissed at the costs of the relator.

Friday March 5th 1897

Mike A. Nipgen & Co.
vs.
William Weber et al

7074

Court of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing on motion of Charles Braun, Administrator of the estate of Christian W. Weber, deceased to confirm the sale of part of In Lot No. 40 in the Village of Marysville, Ohio, and particularly described in the petition and order of Sale herein, and the same was submitted to the Court.

On consideration whereof the Court find that the said sale has been made in all respects in conformity to law and the former order of this Court.

It is therefore considered and ordered by the Court that said proceedings and sale be, and the same hereby are, approved and confirmed, and the said Charles Braun as such Administrator is hereby ordered to execute a sufficient deed by conveyance for said premises to the purchaser, Clara Braun, and said purchaser is hereby subrogated to all the rights of the lien holders herein, so far as their liens may be paid as a protection to her title.

And the Court coming now to distribute the cash payment of the proceeds of said sale amounting to Four Thousand Dollars do order that the said Administrator pay:

First: To the Treasurer the taxes on said premises amounting to $26.65.

Secondly: To the Clerk of this Court the costs herein amounting to $82.50.

Thirdly: To Charles Braun the costs heretofore paid by him with 6 per cent. interest amounting to $62.93.

Fourthly: To the defendant Catharine Weber as the reasonable value of her dower in said premises the sum of $838.78.

Fifthly: To Charles Braun Assignee of the plaintiffs Mike A. Nipgen & Co. and the defendant George Schleagle in full of said judgment and interest $2516.61.

Sixthly: The balance of said proceeds, amounting to $558.53, to be paid to said Charles Braun as such administrator to be accounted for in the Probate Court.

Friday March 5th 1897.

7280 Mary A. Lundgraso vs. Aaron Boylen, Assignee &c. — Court of Common Pleas, Union County, Ohio.

This day the plaintiff took leave to amend her petition instanter, and thereupon the defendant withdrew his demurrer by leave of the Court, and obtained leave to plead within twenty five days from the rising of this Court, and case continued.

J. H. Kinkade

7239 E. L. McKinley vs. E. A. McKinley — Court of Common Pleas, Union County, Ohio.

On motion, leave is granted by the Court for plaintiff to file petition within twenty days from this date.

7258 Daniel S. Phelps vs. The Toledo & Ohio Central Railway Company — Court of Common Pleas, Union County, Ohio.

This day came on this cause to be further heard on the plaintiffs motion for new trial.

Thereupon the Court being fully advised in the premises do overrule said motion to which plaintiff excepts.

It is therefore considered, ordered and adjudged by the Court that defendant go hence and recover of plaintiff its costs herein expended taxed to $, to all of which the plaintiff excepted.

Robinson & Woodburn Attys for Defl.

Center, Dow
Judge.

7310 Jella Matter Administratrix &c. vs John M. Eirich, Administrator &c. — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard on the Demurrer of the defendant to the petition of the plaintiff, was argued by Counsel and submitted to the Court.

On consideration whereof the Court sustains the same, Leave was granted to the plaintiff to file Amended petition by April 3rd 1897, and leave is granted the defendant to plead in 10 days thereafter.

Ayres & Ayres Attys. for Pltff.
Brubeck for Defendant.

7172

6443

7072

7073

Friday March 5th 1897

7172 Jamie V. Hill vs John V. Crawford Executor of C. C. Hill et al. } Court of Common Pleas, Union County, Ohio.

On account of the sickness of Mr Miller of Counsel for defendant, the motion for new trial herein is continued until the next term of this Court

Approved { J. L. Cameron, R. L. Woodburn.

6443 Fluitwood Countright vs L. J. Taylor et al } Court of Common Pleas, Union County, Ohio.

This cause is continued on the motion to discharge attachment.

7072 Fluitwood Countright vs L. J. Taylor et al } Court of Common Pleas Union County, Ohio.

Continued.

7073 Fluitwood Countright vs L. J. Taylor et al } Court of Common Pleas Union County, Ohio.

Continued.

Friday March 5th 1897.

7073 Fleetwood Cartright vs L. J. Taylor et al — Court of Common Pleas, Union County, Ohio.

Now comes the defendant The Connecticut Mutual Life Insurance Company and by leave of the Court first had and obtained, files its Amended Answer and Cross-petition herein.

7138 Solomon M. Yount vs Nancy J. Yount — Court of Common Pleas, Union County, Ohio.

This day came the parties and their attorneys, and this case came on to be heard upon the pleadings of the parties, and the evidence, and was argued by Counsel and submitted to the Court.

On consideration whereof the Court being fully advised in the premises finds 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 be divorced from the defendant, And the Court find against the defendant on her answer and Cross-petition.

It is therefore considered and decreed by the Court that the marriage relation heretofore existing between the said parties be dissolved and held for naught and both parties released from the obligations of the same.

It is further ordered by the Court that the defendant be divested of all right of dower inchoate or otherwise, in the real estate of the plaintiff and that the plaintiff be divested of all right of dower inchoate or otherwise in the lands of the defendant and both parties restored to their property rights the same as if the said marriage relations had not existed.

It is further ordered that the care and custody of the child Earl Yount be, until the further order of this Court committed to the said defendant with privilege to the plaintiff to visit the same at reasonable times.

And it is further ordered that so long as the said defendant shall maintain the said child during its minority and until it shall arrived at the age of sixteen years the plaintiff shall pay to the defendant toward said support and maintenance the sum of ($50) Fifty Dollars per year to be paid in installments quarterly beginning March 20th 1897.

And that the payment of the sum herein named shall be in full discharge of all obligations of the plaintiff for said maintenance.

It is further ordered the plaintiff pay the costs of this proceedings, except the costs of defendants witnesses which shall be paid by the defendant.

Ayres & Ayres
Attys. for Defendant.

7298

7266

7156

Friday March 5th 1897

7298 The Connecticut Mutual Life Insurance Company vs Sarah A. Oder } Court of Common Pleas Union County Ohio.

Now comes the plaintiff, the costs being all paid, dismisses this action without prejudice to a future action

J. K. Kinkade

7266 Lafayette Whitsel vs C. M. Seitz } Court of Common Pleas Union County Ohio.

This day leave was granted defendant to file answer in 30 days.

7156 Johnson Ed Temple vs Thomas N. Cullum et al } Court of Common Pleas Union County, Ohio. March 3rd 1897.

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 & confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Ida Rosilla Lingrel, 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 her title.

It is further ordered that the Clerk cause satisfaction of the Mortgage herein, sued on to be entered on the record thereof in the Office of the Recorder of Union County, Ohio.

And coming now to distribute the proceeds of said sale amounting to $200.00 it is ordered that the Sheriff pay out of the money in his hands=

First= To the Treasurer of this County, the taxes, penalty and interest against said property, to-wit; the sum of $9.35.

Second= The costs of this action taxed at $42.49.

Third= To Cameron Ed Woodburn the sum of $60.00.

Fourth= To James B. Sulting the sum of $35.75.

Fifth= To the plaintiff $52.91 being the balance of said purchase money.

Court adjourned until 8 30 O'clock tomorrow morning

Saturday March 6th 1897

Court continued without adjournment from yesterday,
Present Hon Duncan Dow
Judge.

7151 Frank A. Red et. al. vs N. H. Sidebottom } 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:
J. T. Dodge, J. N. Scott, H. E. Spain, Evan Shan, J. L. Richey, J. L. Pickeley, Frederick Kile, Emanuel Rausch, Chester Sigman, Jerry Miller, George Jwenner and D. H. Moore, who having been heretofore impanelled and sworn according to law, appeared in open Court with their verdict in writing, signed by their foreman and say:

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

J. L. Richey, Foreman.

Certificate for Pay.

Sheriffs Office, Union County, Ohio.
Marysville, Ohio, March 6th 1897.

To Hon. Duncan Dow, Judge.

The Court charges for the January Term, A.D. 1897, Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio,
To J. E. Robinson, Sheriff, Dr.

To Joseph Lawrence 17 days	Court Bailiff	$34.00
To Allen Haines " "	Deputy Sheriff	$34.00
	Total	$68.00

I hereby certify the above bill to be correct.

J. Ed. Robinson, 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.

Duncan Dow
Judge of the Common Pleas Court.

7234 Tract No. 2 Tract No. 6 West 1/2 Tract No. 3

Saturday March 6th 1897

Elmer J. Freeman
vs.
Susan Freeman and others

7234

Court of Common Pleas, Union County, Ohio.
Entry confirming electors to take.

March 4th 1897

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same.

And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate in money.

The Court find that 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 Susan Freeman, (no one objecting) has elected to take at their appraised value the following portion of said estate described as follows:

Tract No. 2

Situate in the state of Ohio, County of Union, Township of Taylor and Survey No. 3690, and bounded and described as follows:

Beginning at a stone lower corner on Bokes Creek to a lot of land conveyed by Jacob Keller to Jd. Alturzin; thence with the east line of said land S. 8¼° W. 106 poles to a stone in the Hartford road; thence S. 78½° E. 69 0/100 poles to a stone in the center of said road and in the west line of E. Johnsons land; thence with the west line of said lands N. 8¼° E. 126 0/100 poles to a stake in the south branch of said Creek, Crecking, bears N. 8½° W. 6/10 poles E. line bears S. 23° E. 1 6/10 poles; thence up said Creek with the meandrings thereof to the place of beginning, containing Forty Six and three fourth (46 75/100) acres more or less – Appraised value $22.00 dollars per acre,

Total, $1028.50

Tract No. 6.

And also the following, and being all of Lot No. 28, in the town of Broadway, Union County, Ohio, Appraised at $350.00

And that Elmer J. Freeman, no one objecting, has elected to take at their appraised value the following portion of said estate described as follows;

West ½ Tract No. 8

Situate in the State of Ohio, County of Union, Township of Taylor, and Survey No. 829, and bounded and described as follows–

Beginning at a stake in the center of the Plain Burg and Broadway gravel road and at the south west corner of lands this day deeded to Ida L. Fox (witness a stone N. 11¾° E. 25 feet) thence with the center of said road S. 76° W. 43 7/100 poles to a stake (witness a stone N. 11¾° E. 25 feet) thence with the east line of H. Willis land, N. 11¾° E. 215 5/100 poles to a burr oak with east corner to said Willis' land and in the south line of Elma A. Johnson's land; thence with said south line S. 78° E. 38 8/100 poles to a stone at the north west corner to said Ida L. Fox's land: thence with the west line of said Fox's land S. 11¾° W. 194 8/100 poles to the beginning, containing (Excepting the lands of the N. Y. P. & O. R.R. Co. included in this description) forty Seven (47) acres more or less – Appraised at $31.00 per acre, Total $1457.00

Also the following described as follows, Situate Union County, Ohio,

Saturday March 6th 1897.

Tract-5. and being the east part of lot No. 2. in the town of Broadway, and 28 feet front: Thence parallel and with the west line of Center Street to the Alley: Thence west far enough to include all of the barn on said lot: Thence southerly to the south line of said lot; See Vol. 63, page 621, appraised at $225.00.

East ½ Tract No. 3. And that Ida L. Fox, no one objecting, has elected to take at their appraised value the following portion of said Estate; Situate in the State of Ohio, County of Union, Township of Taylor and Survey No. 829, and bounded and described as follows-

Beginning at a stake in the center of the Pharisburg and Broadway gravel road and at the south east corner of lands this day deeded to Elmer J. Freeman, (witness a stone N. 11¾° E. 25 feet): Thence with the east line of said Freemans land N. 11¾° E. 194 8/100 poles to a stone in the south line of lands this day deeded to Elma A. Johnson: Thence with said line S. 78° E. 43 29/100 poles to a stone angle of said Johnsons land: Thence with the west line of said Johnsons land and the west line of E. J. Fox's land S. 11¾° W. 176 poles to a stake in the center of said gravel road (witness a post N. 11¾° E. 25 feet): Thence with the center of said road S. 76° W. 47 44/100 poles to the place of beginning, containing after deducting the lands of the N. Y. P. & O. R. R. Co. included in this discription Forty-Seven (47) acres more or less- Appraised at $28.00 per acre- Total, $1316.

Tract No. 4. Also the following- Situate in the State of Ohio, County of Union, Township of Taylor and Survey No. 829, and bounded and discribed as follows:

Beginning at a stake in the center of the Marysville and Kenton gravel road and in the center of the Wheeler road; Thence S. 86½° E. 70 4/10 poles to a stake: Thence N. 8° E. 90 4/10 poles to a stake and stone: Thence N. 86½° W. 33 poles to a stake: Thence S. 3¾° E. 88¾ poles to a stake: Thence N. 86¼° W. 64 poles to a stake in the center of said road: Thence with the center of said road S. 16½° E. 54 8/10 poles to the beginning, containing Thirty three (33) acres more or less- Appraised at $18.00 per acre- Total, $594.00.

And that Luella E. Freeman, no one objecting, has elected to take at its appraised value, the following portion of said estate-

7234

Tract No. 1. N ½ Situate in the State of Ohio, County of Union, Township of Taylor and survey No. 829, and bounded and described as follows-

Beginning at a stone in the center of the Marysville and Kenton gravel road and in the north line of said survey; Thence with said survey line N. 76° 45' W. 198 8/100 poles to a stone, original north west corner of said survey: Thence with the west line of said survey S. 12° W. 64 poles to a stone at the north west corner of a tract this day conveyed to Elma A. Johnson; Thence with the north line of said tract S. 83° 30' E. 48 poles to a stone in the center of said road: Thence with the center of said road N. 13° W. 43 poles to the beginning, containing Sixty Seven (67) acres more or less. Appraised at $27.00 per acre- Total, $1870.00.

And that Elma A. Johnson, no one objecting, has elected to take at its appraised value the following portion of said estate-

Tract No. 1. S ½ Situated in the State of Ohio, County of Union, Township of Taylor and Survey No. 829, and bounded and described as follows;

Beginning at the point of intersection of the north line of the N. Y. P. & O. R. R. with the center of the Marysville and Kenton gravel road: Thence with the north line of said R. R. company's land, S. 45° 45' W. 97 47/100

Saturday March 6th 1897.

poles to a stone in the east line of E. J. Fox's land: Thence with said line N. 13° W. 12 5/10 poles to a stone in the east line of lands this day conveyed to Ida L. Fox; Thence with said line N. 11° 45' E. 13 3/10 poles to a stone at the north east corner of said Fox's land: Thence with the north line of said land and the lands of Elmer J. Freeman and others N. 78° W. 160 4/10 poles to a stone in the west line of said survey: Thence with the west line of said survey N. 12° E. 42 poles to a stone at the south west corner of lands this day conveyed to Luella E. Freeman; Thence with the south line of said lands S. 83° 30' E. 218 poles to a stone in the center of said road: Thence with the center of said road S. 13° E. 7 poles to the place of beginning, containing Sixty Seven acres (67) more or less: Appraised at $32.96 per acre, Total $2210.00.

The foregoing sales by election being all of the said estate as returned by said Commissioners.

And it appearing to the Court that the said Susan Freeman Elmer J. Freeman, Ida L. Fox, Luella E. Freeman and Elma A. Johnson have elected to take all the said premises at their appraised value, & by agreement of all parties herein, terms of payment are to be cash.

It is ordered by the Court, on good cause shown that the proportion thereof due to the other parties be paid in cash, and that upon said Susan Freeman, Elmer J. Freeman, Ida L. Fox, Luella E. Freeman and Elma A. Johnson paying the same as their respective interests appear from their purchases, together with their proportion & the costs of this case, including Counsel fee of $15.00 to F. T. Arthur for his services herein, and their proportion of the taxes and penalty due on said premises amounting in all to $ the said estate be, and it hereby is adjudged to them; and the Sheriff is ordered thereupon to make and execute to them conveyances thereof.

Elmer J. Freeman } Court of Common Pleas,
7234 vs } Knox County, Ohio.
Susan Freeman et al } March 4th 1897.

This day this cause came on to be heard upon the motion of Counsel for plaintiff to distribute the proceeds of the sales heretofore made by election of parties herein, to take in this case, said elections to take 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 thereof find and order as follows:

First= that the costs and expenses of this suit amounting to $220.88 including Attorney fees, and the taxes amounting to $ be paid out of the money arising from said sales, and that the balance be distributed as follows

To Susan Freeman, widow of George W. Freeman, deceased, $1456.51,
To Elmer J. Freeman (Son) $1688.74
To Ida L. Fox (Daughter) $1688.74
To Elma A. Johnson (Daughter) $1688.74

Saturday March 6th 1897.

To Luella E. Freeman (Daughter) $1688.74,
To Emmit J. Freeman (son) Estella M. Neal, Ella J. Smith, ~~Eva M.~~ Freeman (age 15 years) Ida L. Freeman (age 10 years) Ada Freeman (age 10 years) and George E. Freeman (age 2 years) (the last (6) six named being children of said Emmit J. Freeman) together $658.15 which amount when added to said Emmit J. Freeman's advancement of $1130.61 heretofore found by the Court will equal the $1688.74.

Saturday March 6th 1897

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. 1897, was begun on the first monday, the 4th day of January, and continued from day to day by regular adjournment until the 6th day of March A. D. 1897, and is now adjourned without day.

Attest,

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

In Chambers.

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 4th Monday preceding to the sitting of the Court of Common Pleas in said County, to-wit; on the 22nd day of March, A. D. 1897, 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 Fifteen (15) names of persons to serve as Petit Jurors, and shall further issue Venire for the said Jurors so drawn, to be and appear before the Court on the first day of the Term thereof to-wit: on the 19th day of April A.D. 1897, at 10 O'clock in the forenoon of said day.

Duncan Dow

March 13th 1897. Judge of the Court of Common Pleas.

7325

7294 Burgunder, Brothers & Co.
vs
W. C. Johnson, Assignee of
L & A. Urbansky et al

Court of Common Pleas
Union County Ohio

Now comes the parties to this action and say to the Court that this case has been amicably settled between the parties and may be dismissed without record and at plaintiffs costs, and that as a part of said settlement the goods replevied have been returned to the defendants, and all claims for damage under and by reason of said replevin proceedings are waived on the part of said defendants, and of those they represent, and the replevin bond in this case may be cancelled.

It is therefore ordered that this case be dismissed without record and at plaintiffs costs.

March 22nd 1897.

7300

Samuel Greenfield
vs.
William C. Johnson, Assignee of
L & A. Urbansky.

Court of Common Pleas
Union County, Ohio.

Now come the parties to this action and say to the Court that this case has been amicably settled and may be dismissed without record, and at plaintiffs costs, which is accordingly ordered to be done, said parties stating that as a part of said settlement said goods replevied are to be and have been returned to the defendants and that all claims for damages by reason of said replevin proceedings are waived by said defendants and those they represent, and the replevin bond given in this case may be canceled.

In Chambers.

7325	W. C. Fullington vs. Garrard & Culver Ed Spencer Garrard	Court of Common Pleas. Union County, Ohio.

This day the motion heretofore filed herein, to have the goods and chattels levied upon, on the Execution issued herein to the Sheriff sold by the Sheriff at private sale for cash, came on to be heard before Duncan Dow Judge of the said Court in vacation, and the Judge being satisfied that due notice of the pendancy and time and place of hearing of said motion has been given to the said W. C. Fullington plaintiff herein - and the said Judge thereupon, for good cause shown, doth hereby order and direct the Sheriff to sell the said goods and chattels levied upon, and now held by him as such Sheriff, under the Execution herein, at private sale, for cash, for not less than two-thirds their appraised value; and that he make return of such Execution and his proceedings thereunder according to law.

Said property to be first appraised by three disinterested persons, to-wit: Dr. Aaron Boylan, George Lyons and Burleigh McLaughlin.

March 23, 1897.

Duncan Dow
Judge of Court of Common Pleas

7300	Indiana Yearly Meeting &c. vs Charles A. Butler et al	Court of Common Pleas Union County, Ohio.

This 26th day of March A. D. 1897, the plaintiffs attorney in the case dismissed the same, without Record; costs paid.

In Chambers.

Order of Injunction.

Theadore Rupner } Before the Probate Judge.
7340 vs } Motion for temporary injunction in the Court of Common Pleas.
Amy L. Bell et al } Union County, Ohio.

And now on this 29th day of March 1897, came the plaintiff, by James M. Robinson his Attorney; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavit therewith and 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 conveying or incumbering the said lands in the petition described, and from disturbing plaintiff in his possession thereof, as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this case endorsed injunction allowed on said plaintiff's giving an undertaking to the said defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $100.00.

James McCampbell
Probate Judge.

The State of Ohio, Union County, ss:

I, James McCampbell 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. 7076

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Marysville, Ohio, this 29th day of March, 1897. 6995

(Seal)

James McCampbell
Judge and ex-officio Clerk

Order of Injunction

Elma H. Sanders } Before the Probate Judge.
7389 vs. } Motion for temporary injunction in the Court of
William Sanders } Common Pleas. Union County, Ohio.

And now on this 29th day of March, 1897, came the plaintiff by Cameron and Cameron her Attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavit therein filed, and after hearing the argument of Counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is, allowed in this case to restrain the said defendant from in any manner

interfering with the plaintiff in the care custody of the Children named in the petition, and from in any manner interfering by suit or otherwise with said Henry Hicker in the possession of the land mentioned in the petition and that he be fully restrained as prayed for in the petition

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.

Certificate of Copy.

The State of Ohio Union County, ss:

I, James M. Campbell 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 thereof, I have hereunto set my hand and affixed the seal of said Court, at Marysville, this 29th day of March 1897.

(seal)

James M. Campbell
Judge and ex-officio Clerk

7076 James Carter, Agt. vs R. W. Thompson, Agt. } Court of Common Pleas Union County, Ohio.

This 3rd day of February 1897, this cause is dismissed by agreement at defendants costs.

6995 James Carter, Agt. vs R. W. Thompson, Agt. } Court of Common Pleas Union County, Ohio.

This 3rd day of February 1897, this cause is dismissed by agreement at defendants costs.

Supreme Court of the State of Ohio.

The State of Ohio, City of Columbus. } January Term, A.D. 1897. To wit, Tuesday, March 23rd.

Halliday Hay Company, vs. Christopher Grubb } Error to the Circuit Court of Union County, Ohio.

45-28

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

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

It is further ordered that the defendant in error recover from the plaintiff in error his costs herein expended taxed at $ Ordered, That a special Mandate be sent the Court of Common Pleas of Union County, to carry this judgment into Execution.

Ordered, That a copy of this entry be certified to the Clerk of the Circuit Court of Union County, "for entry."

I, Josiah B. Allen, Clerk of the Supreme Court of Ohio, do hereby certify that the foregoing Entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the seal of said Court, this 30th day of March A.D. 1897.

(seal)

Josiah B. Allen Clerk.
By John P. Dana Deputy

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

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

We do hereby command you, that you proceed, without delay, to carry the within and foregoing Judgment of our Supreme Court of Ohio, in the cause of Haliday Hay Company vs Christopher Grubb, 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 30th day of March 1897.

(seal)

Josiah B. Allen Clerk.
By John P. Dana Deputy

Clerk's Costs $5.00 Paid by Marion & Rickham
Printing Record $9.00 Paid by Plff. in Error.

Supreme Court of the State of Ohio.

The State of Ohio,
City of Columbus. } January Term A.D. 1897.
Entered, Tuesday March 23rd.

Halliday Hay Company,
vs.
Lester V. Kline } Entry to the Circuit Court of Knox County.

4529

This cause came on to be heard upon the transcript of the Records of the Circuit Court of Knox County, and was argued by Counsel.

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

It is further ordered that the defendant in error recover from the the plaintiff in error his costs herein expended taxed at $

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

Ordered, that a copy of this entry be certified to the Clerk of the Circuit Court of Knox County, for Entry."

I, Josiah B. Allen, Clerk of the Supreme Court of Ohio, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the seal of said Court, this 30th day of March A.D. 1897.

(seal)

Josiah B. Allen Clerk
By John T. Dana Deputy

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

To the Honorable Court of Common Pleas,
within and for the County of Knox, 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 Halliday Hay Company vs. Lester V. Kline 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 30th day of March 1897.

(seal)

Josiah B Allen Clerk
By John T. Dana Deputy.

Clerks Costs, $5.00 Paid by Marriott & Wickham.
Printing Costs, $9.60 Paid by Plaintiff in Error.

In Chambers

7341 J. H. Hall et al
vs
Susan A. Miller et al

Court of Common Pleas
Union County Ohio.

This day this cause came on to be heard upon the Motion of the plaintiff for the appointment of a Receiver for the rents and profits of the farm of 382 acres as in the petition described, and was duly heard by the Hon. Duncan Dow, a Judge of said Court in vacation, at Bellefontain, Ohio, upon the evidence adduced by Affidavit and the argument of Counsel.

On consideration whereof and the said Duncan Dow Judge as aforesaid being fully advised in the premises:

It is ordered that John C. Bordrick be and he is hereby appointed receiver herein; and before entering upon his duties he shall take an oath faithfully to perform them and execute with security approved by the Clerk of said Court an undertaking to said plaintiff J. H. and Almira L. Hall for the benefit of whome it may concern, in the sum of Fourteen Hundred ($1400.00) Dollars, conditioned according to law whereupon said receiver shall take charge of said farm, as set forth in the petition for foreclosure herein, and rent the same and collect all rents and profits thereof and for that purpose he may commence and maintain actions in his own name as such receiver, and he shall hold all money collected by him as such receiver as aforesaid, subject to the further order of the said Judge of said Court.

Said receiver is required to give written notice of his appointment to the defendants herein, and to abide and perform all the orders of the said Court made upon him herein.

Duncan Dow,
Judge of Court of Common Pleas in and for 3rd Sub division of 10th Judicial District

Bellefontain Ohio,
April 2nd 1897.

7271 & 7304 State of Ohio, for use of
Lizzie Bordrick
vs
John Stramder

Court of Common Pleas
Union County, Ohio.

Dismissed without record and costs paid.

April 5th 1897.

Monday April 19th 1897

The State of Ohio
County of Union } ss:

This separate session of the Court of Common Pleas of the 10th Judicial District, and 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 Seven, held in the Court House, in the city of Marysville, County and State aforesaid, was begun on the ~~third~~ Monday, the ~~19th~~ day of April, in the year aforesaid.

Present

Hon Duncan Don,

Judge of the Court of Common Pleas,
of the 3rd Sub-division, 10th Judicial District of Ohio.

J. Ed Robinson
Sheriff of Union County, Ohio.

Attest-
J. N. Gossell
Clerk of the Court of Common Pleas of Union County, Ohio.

The Venire facia for a Grand Jury heretofore issued, and returnable this 19th day of April at 10 O'clock A. M. was duly returned by the Sheriff, with his indorsement thereon as follows to-wit:

The State of Ohio, Union County, ss:

On the 22nd day of March, 1897, I received this Venire and served the same on the several persons therein named, at the time and in the manner placed opposite their names endorsed hereon.

J. Ed Robinson Sheriff.

Elias Graham	Served March 23, 1897,	Personally.
Arthur Gibson	" " " "	"
Charles A. Rausch	" " " "	"
Adam Philips	" " " "	"
Michael Conner	" " 24 "	"
A. S. Turner	" " 25 "	"
J. M. Wilkins	" " " "	"
W. S. Burgoon	" " " "	"
Solomon Butz	" " " "	"
Herbert Richey	" " " "	Residence
Oliver Shaw	" " 26 "	Personally
Cyrus Baughn	" " " "	Residence
J. W. Monroe	" " " "	Personally
Grant Kilbury	" " " "	"
Levi Roseberry	" " " "	Residence

And upon calling the same in open Court all of the above named Jurors, to-wit: Elias Graham, Arthur Gibson, Charles A. Rausch, Adam Philips, Michael Conner, A. S. Turner, J. M. Wilkins, W. S. Burgoon, Solomon Butz, Herbert Richey, Oliver Shaw, Cyrus Baughn, J. W. Monroe, Grant Kilbury and Levi Roseberry answered to their names.

And the panel being full the Court appointed J. W. Monroe

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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:

Elias Graham, Arthur Gibson, Charles A. Rausch, Adam Philips, Michael Conner, A. S. Turner, J. M. Wilkins, V. S. Burgoon, Solomon Butz, Hubert Richey, Oliver Shaw, Cyrus Baughn, J. V. Monroe, Grant Kilbury and Levi Rosebury.

7249

6339 Walter C. Fullington vs Thomas Phillips et al — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard and by consent of parties it is ordered that said plaintiff file herein on or before thirty days preceding the first day of the next term of this Court a Statement of the condition of the affairs of said partnership showing the real estate sold and unsold, the receipts and disbursements expended in that behalf with amount received from lands sold together with a statement showing condition of unsettled premises and other receipts and disbursements of said partnership and condition of indebtedness of same. And this cause is continued.

7332 Anna E. Dellinger et al vs John L. Geer — Court of Common Pleas, Union County, Ohio.

This day this cause is dismissed by the plaintiffs upon their motion, and at their costs.

It is therefore considered that the defendant recover of plaintiffs his costs taxed at $

7285 Carrie M. Korner vs Elizabeth Korner et al — Court of Common Pleas, Union County, Ohio.

This day this cause is dismissed at plaintiffs costs.

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7249 Sarah Jones vs George Jones } 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 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 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 Sarah Jones and George Jones 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 of the parties hereto be, until further order confided to the said plaintiff exclusively, and the defendant is hereby enjoined from interfering in any manner with said child or with the plaintiff in her custody of him: but with the privilege of visiting said child at all reasonable times.

It is further considered by the Court that said plaintiff pay the costs of this action taxed at $8.90

William Drum, as guardian of the person and Estate of Virgil Marshall, a minor. vs Simon Haley, Charles L. Chapman, Bessie Marshall an infant under the age of fourteen years, and Mary E. Hayes } Court of Common Pleas Union County, Ohio.

It appearing to the Court that the defendant Bessie Marshall is a minor under the age of fourteen (14) years, and that she has been duly and legally served with Summons herein, on motion of the plaintiff, D. V. Ayers is hereby appointed guardian for the suit for said minor defendants.

And now comes the said D. V. Ayers and in open Court accepts said appointment.

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E. L. McKinley
vs
7239 C. A. McElroy

Court of Common Pleas,
Union County, Ohio.

This cause came on to be heard on the Motion of the plaintiff to quash the appeal of the defendant for the reason that the transcript and other papers were not filed in this Court within thirty days after the judgment was rendered by the Justice of the Peace, which Motion the Court sustain and thereupon this cause is dismissed at defendants costs.

Whereupon it is considered and adjudged by the Court that plaintiff recover of defendant the costs in this Court in addition to the judgment and costs below. No. Record.

Aaron B. Robinson
vs
7115 Ellen V. Hutchinson et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the motion of the plaintiff to make Charles E. Horton party defendant herein; and the Court being fully advised in the premises sustains said Motion and the said Charles E. Horton is made a party defendant and required to set up any interest he may have in the premises described in plaintiffs petition 7115

Aaron B. Robinson
vs
7115 Ellen V. Hutchinson et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon motion to confirm the sale made in this case by order of the Court, and the Court being fully advised in the premises and having examined said order of sale and the proceedings of the Sheriff thereon and his return thereof and having found the same in all respects and in conformity with law, the same is approved and confirmed by the Court.

It is therefore ordered and decreed by the Court that the said Sheriff of Union County Ohio, execute and deliver to the purchaser A. B. Robinson a deed conveying to him the premises so sold according to law, the description thereof to be found in said order of sale, and that the proceeds of said sale be paid by said Sheriff as follows in the order of priority of liens. 7358

First = In payment of the costs in this case.

Second = In payment of the taxes lien of Charles E. Horton on said land.

Third = In payment of the mortgage lien of Albert J. Wilson as executor of N. A. Robertson amounting to $1008.78.

Fourth = In payment of plaintiffs claim of $892 - being the second mortgage lien thereon.

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Fifth: In payment of Mechanics lien of Robinson & Curry amounting to $68.40.

It is further ordered by the Court that said defendants George Order and Elizabeth Order be forever barred from setting up any claim of any interest whatever to or in said land and that they convey the same to said purchaser and his heirs and assigns forever and in default of such conveyance that this decree shall operate as such conveyance and that said purchaser and his heirs and assigns shall have and hold said lands free and clear from any and all claims of the said George Order and Elizabeth Order.

And for the purpose of ascertaining the amount of the tax lien of said Charles E. Morton this cause is continued and the Sheriff is ordered to retain in his hands a sufficient amount of the purchase money to pay said tax lien until the same is fully satisfied and cancelled and the balance to pay as herein directed.

7115 Aaron B. Robinson vs Ellen V. Hutchinson et al } Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the answer and cross-petition of the defendant The Robinson & Curry Company Company; and the defendants Ellen V. Hutchinson and W. W. Hutchinson having been duly served with Summons on said Answer and Cross-petition and being in default for answer and demurrer to said Answer and Cross-petition, the Court find the allegations of said petition are confessed by them to be true.

The Court further find that there is due said defendant The Robinson and Curry Company from said defendants Ellen V. Hutchinson and W. W. Hutchinson on the account set up in the Answer and Cross-petition of said The Robinson and Curry Company the sum of Sixty Eight & 57/100 Dollars with six per cent interest from the first day of this term, to-wit: April 19th 1897.

It is therefore considered and adjudged by the Court that said defendant The Robinson & Curry Company recover of said defendants, Ellen V. Hutchinson and W. W. Hutchinson, said sum of Sixty Eight and 57/100 Dollars with six per cent interest from April 19, 1897 and the costs on said Answer and Cross-petition herein expended taxed at $, and execution is awarded therefor.

7358 Lorenzo E. Chapman vs Arthur F. Benedict et al, Geo. P. Crally } In the Court of Common Pleas, of the County of Union, and State of Ohio.

I allow a temporary restraining Order in the above action, as prayed for in the petition herein, until the same can be further heard, upon plaintiff giving an undertaking, conditioned according to law, to the satisfaction of the Clerk of this Court, in the sum of One Hundred Dollars ($100.00).

Done this 19th day of April, 1897.

Duncan Dow, Judge.

Monday April 19th 1897

7299	Trustees of the Ohio Wesleyan University vs David Mulford et al	In the Court of Common Pleas Union County, Ohio.

This cause came on to be heard upon the petition, the answer and Cross-petition of Mary J. Hill, (all the other defendants being in default for answer or demurrer), and the evidence, and was submitted to the Court; on consideration whereof the Court finds that the defendants David Mulford executed and delivered to the plaintiffs the note in said petition described and that said defendants David Mulford and Mary N. Mulford his wife, executed and delivered to the plaintiffs the Mortgage deed set forth in said petition upon the following described real estate, to-wit:

Situate in Union County, State of Ohio, and being part of the west one third part of Surveys Nos. 9901 and 10780 in the Virginia Military district bounded as follows, viz: 7238

Beginning at the South west corner of said Surveys in the Granville Treaty line and in the center of an East and west road; thence N. 9¼ west on the west line of said surveys four hundred and ten poles to the north west corner of said surveys in the center of an East and west road: thence east on the north line of said surveys and center line of said last mentioned road N. 81¼° East one hundred and thirteen and 7/10 poles; thence South 9¼° East on the center line of the Eastman road, so called, four hundred and ten poles to the south line of said surveys, being the Granville Treaty line; thence on said last mentioned line S. 81¼° West one hundred and twelve and 8/10 poles to the place of beginning, containing 288 acres more or less: and that said Mortgage was duly recorded on the 24th day of January 1881, in the records of Mortgages in said Union County, Ohio, and is the first and best lien on said real estate.

The Court also finds that there is due to the plaintiff upon the note set forth in said petition, which said Mortgage was 7172
given to secure, the sum of Four Thousand and Seventy Nine Dollars ($4079.00) with interest at 8% from this date, and that the plaintiffs are entitled to a foreclosure of said Mortgage as prayed for in the petition.

The Court also finds that the defendant Mary J. Hill has a mortgage upon a part of the premises described in plaintiffs petition, which said Mortgage was given to secure the payment of a promissory note made by Christian Domer and Mary Domer, his wife, described in said Cross-petition, which said mortgage was duly filed for record in the Office of the Recorder of Union County, Ohio on the 13th day of February 1895, and that said mortgage is a second lien upon the premises therein described, and subject to the lien of the plaintiffs.

It is therefore considered by the Court that the plaintiff recover from the defendant David Mulford the sum of Four Thousand

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and Seventy Nine Dollars, with 8% thereon from this day and their costs herein expended, taxed at $ and if the said defendant, David Mulford, fail for twenty days from the entry of this decree, to pay the plaintiff said sum of $4079.00 with 8% interest from this day, then the defendants equity of redemption shall be foreclosed and said Mortgaged premises shall be sold, and an order of sale shall issue to the Sheriff of Union County, Ohio, commanding him to sell the above described premises as upon execution, and bring the proceeds thereof into Court, to be applied in satisfaction of the sums so found due in the order of their priority as above found, upon the confirmation of said sale.

7238 Walter Richardson vs Sarah Richardson } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard upon the petition and exhibits of the plaintiff; the defendant being in default for answer, and the Court after hearing the evidence do find for the plaintiff.

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

2nd. That said party had been duly notified of its pendency. that said defendant has been guilty of gross neglect and wilfull absence for more than three years next preceding this petition.

It is therefore ordered, adjudged and decreed by the Court that the parties be granted a complete divorce and that each party be released from the obligations thereof and that the plaintiff pay the costs of this action assessed at $7.75.

7172 James H. Hill vs John H. Crawford, Executor of the last will and testament of Chauncey R. Hill deceased } Court of Common Pleas Union County, Ohio.

This cause having come on to be heard upon the motion of defendant for a new trial herein, and having been argued by Counsel and submitted to the Court, the Court overrule the same and a judgment having been granted the plaintiff herein at the trial of said cause for the sum of $3059.75 and the plaintiff herein reserving that said judgment be fully allowed.

Therefore it is ordered that the plaintiff recover from the defendant the sum of Three Thousand and Fifty Nine & 75/100 ($3059.75) Dollars, with interest from the day of rendering the verdict herein.

Monday April 19th 1897

Court of Common Pleas
Erie County, Ohio.

7226 Annie L. Freshwater vs Englehart C. Lauer 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, Henry Poling, 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.

And it is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the Office of the Recorder of Erie County, Ohio.

And the Court coming now to distribute the proceeds of said sale, amounting to One Thousand and Four ($1004.00) 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 $29.69.

Secondly: The costs of this action, taxed at $100.40, and to John M. Brodrick Guardian Ad litem of Effie Lauer, $10.00, as Attorney fee.

Thirdly: To the plaintiff, Annie L. Freshwater, the balance of the said money remaining in his hands, to-wit: the sum of $863.91, to be applied as a credit upon her judgment against the said defendants, Englehart C. Lauer, Catherine E. Decker and John N. Laird as Administrator of Cyrus Laird, deceased.

And there still remaining due to the said Annie L. Freshwater the sum of $212.00, execution is awarded against the said Englehart C. Lauer, Catherine L. Decker and John N. Laird, Administrator as aforesaid thereof.

7259

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7259 S. A. Hoskins
vs
Anthony Parish,
Margaret M. Parish,
Anson A. Parish,
George B. Hamilton,
Joseph J. Dickinson,
W. H. Ferguson,
J. L. Rogers, Bank
of Richwood and
Richwood Deposit Bank

Court of Common Pleas
Union County, Ohio.

April 21st 1897.

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Margaret Jane Barringer, by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all of the rights of the said lienholders in said premises, so far as they may be paid herein, for the protection of her title, and a writ of possession is awarded to put said purchaser in possession of said premises.

The Court further finds that the defendant, Anson A. Parish, is a minor over fourteen (14) years of age; that he has been duly served with summons in said cause, and that he failed for more than twenty (20) days after the service of said summons to make application to this Court for the appointment of a guardian ad litem, and that because of said failure J. E. Griffith has heretofore been appointed Guardian ad litem for said minor defendant; that the said Guardian ad litem has filed the answer and cross-petition of the said minor defendant herein, and that said minor defendant is now properly and legally before the Court, and has a valid and subsisting lien upon the fund arising from the sale of said premises, if the same should be sufficient to pay the prior liens thereon.

It is further ordered that the Clerk cause satisfaction of the plaintiff's mortgage herein and on of the mortgage held by the defendant, Margaret Jane Barringer, and the mortgage of the minor defendant, Anson A. Parish, 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 $1485.00, it is ordered that the Sheriff out of the money in his hands, pay-

1st. To the Treasurer of this County, the taxes, penalty and interest against said property, to-wit: the sum of $95.71.

2nd. To C. E. Wharton, the amount of his tax title held

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against said premises, to-wit: the sum of $123.03.
3rd. The cost of this action, including $10.00 as a Guardian ad litem fee to J. E. Griffith, taxed in all at $66.95.
4th. That the Sheriff retain in his hands the residue of said fund to await the further order of the Court.

6711 Alfred Shipley vs Daniel S. Ford et al } Court of Common Pleas Union County, Ohio.

On motion of plaintiff's Attorney this case is dismissed at plaintiff's costs.

7329 C. S. Chapman vs Anna B. Love et al, Levi Love } Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing on the petition and the evidence; the Court finds that the defendants Anna B Love and Levi Love were duly summoned in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are hereby confessed by them to be true, and that is due the plaintiff from the said defendants Anna B. Love and Levi Love the sum of Nine Hundred Thirteen and 36/100 ($913 36) Dollars on the said promissory notes set forth in the petition with interest to the first day of this term.

The Court further find that in order to secure the payment of said notes, the said defendant Anna B. Love and Levi Love her husband duly executed and delivered to S. A. Armstrong and by her assigned to this plaintiff their certain Mortgage as in the petition described and on the premises therein set forth; that said Mortgage was duly recorded in Book 30, page 352, of the record of Mortgages of said County of Union, and is a good and first valid lien on the premises described in the petition, and that the conditions in said Mortgage have been broken.

It is therefore ordered by the Court that the plaintiff recover of the defendants, Anna B. Love and Levi Love the said sum of $913.36, and his costs herein expended. And it is further adjudged and decreed by the Court, that unless the defendants Anna B. Love and Levi Love shall within one day from the date 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 20" day of April 1897, 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 for cash, and report his proceedings to this Court for further order.

Monday April 19th 1897

7021 J. N. Robinson vs Barnet Sauerman et als } Court of Common Pleas Union County, Ohio.

This cause came on to be heard on the motion to confirm sale and distribute proceeds of sale.

Thereupon the Court being fully advised in the premises find the proceedings and sale regular and lawfull and therefore the same is confirmed and the Sheriff ordered to execute to G. N. Morr, J. C. Cheney and Mollie C. Miller a deed in fee simple for said land on their securing to the several parties the proceeds of sale by mortgage and note according to law.

Further the Court find the proceeds of the sale amount to $ 8523,38, of which 1/3 is $2841,12.

The Court finds the ordinary costs to be $91.74, the taxes on the land $50.06 and the Attorney fees to Robinson & Woodburn to be taxed as costs according to the rule of Court $175.23 which sums amounting to $317.03, the Sheriff is ordered to pay out of the first payment and the balance $2524,09 he pay out as follows:

To the several parties according to their interest as hereinafter mentioned being shown that according to the law of Indiana Jesse Sherman surviving husband of Hariet Sherman deceased, became the owner of one third of her fifth of said land in fee instead of dower, and that the three children of Harriet Sherman deceased, under the same law became the owner each of one third of the remaining two thirds of her fifth of said lands; therefore the said money is ordered to be paid out to Maggie J. Morr one fifth amounting to $ 504,82; to Mollie C. Miller one fifth amounting to $504.82: to Barnet Sauerman and Mrs J. C. Cheney $504.82: to J. N. Robinson as assignee of J. H. Clugage, & Olive A Eaton $504.82, to J. N. Robinson as assignee of Jesse Sherman, Frank M. Sherman and Emma J. Lucas but now Emma J. Alvey $392.64; to Minnie H Sherman and her children Wm C. and Hazel H. Sherman $112.18.

That the second payment to be secured by note and Mortgage due March 27, 1898, with six years interest as follows:

To Barnet Sauerman and Mrs. J. C. Cheney one fifth $568.22,
To Maggie J. Morr $568.22
To Mollie C. Miller $568.22
To J. N. Robinson as assignee of J. H. Clugage and Olive A. Eaton and as assignee of Jesse Sherman, Frank M. Sherman and of Emma J. Lucas now Emma J. Alvey $1010.17
To Minnie H. Sherman and two children Wm C. and Hazel H. Sherman $126.24.

Also that the third payment due March 27, 1899, with two years interest the same in amounts to the same parties as the second payment.

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7327 George N. Harshman vs Benjamin F. Funk et al } Court of Common Pleas Union County, Ohio.

This day came the plaintiff and thereupon this cause came on for hearing upon the pleadings, and the defendants came not but make default herein, and thereupon this cause was submitted to the Court and the court being fully advised in the premises finds for the plaintiff and finds the statements of the plaintiff's petition are true and finds that there is due said plaintiff from the defendants on the note and mortgage set up in said petition the sum of Six Thousand Nine Hundred and Sixty Seven & 86/100 Dollars and that the same is a first mortgage lien upon the premises described in plaintiff's petition and that the conditions of said mortgage are broken and that plaintiff ought to have an order of sale of said land to pay plaintiff's claim aforesaid.

It is further found that a survey of said premises is necessary to give a clear and distinct description thereof.

It is therefore considered ordered adjudged and decreed by the Court that plaintiff recover of said defendants said sum of Six Thousand Nine Hundred and Sixty Seven & 86/100 Dollars and interest at 7 per cent from April 19, 1897 and his costs herein expended taxed at $

It is further ordered and decreed that if defendants fail to pay said sums for three days an order of sale of said lands be issued to the Sheriff of Union County, Ohio, who is appointed a master Commissioner for that purpose commanding him to appraise and sell said lands according to law so upon execution and before doing so that he cause a survey of the same to be made so that the boundaries thereof may be made to include the entire tract of land in one continuous description and as one parcel of land, and that he report his proceedings herein to the Court for further order.

7302 John Robinson vs John T. McCullough et al } Court of Common Pleas Union County, Ohio.

On motion leave is granted to plaintiff to amend his petition by the 9th day of May 1897

5675 J. G. Coleman vs Dolbear & Vanderau } Court of Common Pleas Union County Ohio.

This day it appearing to the Court that the Receiver herein is unable to make any further collections than already reported, this case is left off the docket.

Monday April 19, 1897.

George Smith
vs
7311 David Mulford et al

Court of Common Pleas,
Union County Ohio.

This day came the plaintiff and the said David Mulford and his wife Mary Mulford being still in default for demur or answer to the petition, the Court find the facts stated in the said petition are by them confessed to be true.

The Court upon hearing the evidence offered by the plaintiff finds that said David Mulford and his wife Mary Mulford executed the mortgage in the petition set forth and for the consideration therein named, and that the said David Mulford has failed to pay the money due to the said Trustees of the Ohio Wesleyan University, which being still due and unpaid upon the same from the said David Mulford to the said Trustees the sum of $4079.00.

The Court further find that it was the intention of the said David Mulford and his wife that if the money due to said Trustees was not paid so as to release the lands sold by said Mulford to the plaintiff then the mortgage in the petition in this case should be foreclosed and the proceeds first applied to the payment of the sum due the said Trustees.

It is therefore considered and decreed by the Court that unless the said David Mulford shall within one day from this date pay to the said Trustees the said sum of $4079.00, and costs of this suit then that an order issue to the Sheriff of this County, commanding him to cause the lands in the petition in this case described, to be duly appraised advertised and sold as upon execution, and that the said Sheriff bring the proceeds of the said sale into this Court for further order, and that the Sheriff make due and legal return without unnecessary delay.

Moses Laird et al
vs
5996 Adaline Laird et al

Court of Common Pleas
Union County, Ohio.

Upon it being suggested to the Court that Moses Laird has died since the commencement of this action, John N. Laird Administrator of said Moses Laird deceased, is substituted for said Moses Laird as one of the plaintiffs herein.

Monday April 19th 1897.

Court of Common Pleas
Union County, Ohio.

The Citizens Home & Savings Company
vs
7250 Louisa L. Sparks et al

On motion of the plaintiff, and on the 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 John Paul Schalip, by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien-holders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the Mortgage herein sued on to be entered on the record thereof, in the Office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale, amounting to Six Hundred and Eighty Seven Dollars; it is ordered that the Sheriff out of the money in his hands pay-

First = To the Treasurer of this County the taxes penalty and interest against said property amounting to $5.07.

Second = To the Clerk of this Court the costs herein taxed at $40.88.

Third = To the defendant O. E. Wharton the amount of his claim, $41.56

Fourth = To the plaintiff the amount due it amounting to $597.66

Fifth = To the defendant Louisa L. Sparks the remainder of said proceeds, $ 1.83

$687.00

Clara B. Wagner
vs
James S. Wagner

Entry

This day this cause came on for hearing upon the Petition and Exhibits of the Plaintiff, and the defendant being in default for answer, and the Court being fully advised in the premise do find for the Plaintiff 1st That said parties were married as alledged in said Petition 2nd That said Plaintiff is a resident of Union County, and the State of Ohio for more than three years past; 3rd That said party defendant was duly notified by publication in the Marysville Tribune a paper of General Circulation in said County of Union; 4th That said defendant had been grossly negligent as charged in said Petition. It is therefore ordered, adjudged and decreed by the Court that a complete divorce be granted the Plaintiff, that each party be released from the obligations thereof and that the Plaintiff have the Custody, Care and Controll of there Minor Child Carrie Wagner and that She recover her costs herein taxed at $7.13

Court adjourned until 8.30 O'clock tomorrow Morning.

Tuesday April 20th 1897

Court convened at 8 30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7151 Frank A. Reed et. al. vs William A. Sidebottom } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant to strike from the files of this Court, Plaintiffs motion for a new trial, because said motion was not filed during the term in which the verdict was rendered.

It appearing to the Court that the said term ended about 6 A. M. of March 6th 1897, and that the said motion for new trial was not filed until March 8th thereafter.

On consideration whereof said motion for a new trial ordered stricken from the files to all of which ruling and decision the plaintiff then excepted.

7115 Aaron B. Robinson vs Ellen V. Hutchins et als } Court of Common Pleas Union County, Ohio.

This day came on this cause to be heard on the report of J. M. Robinson Receiver in this cause; whereupon the Court being fully advised in the premises do confirm said report and allow Seven dollars to said Receiver for his services, and Receiver is ordered to pay the six dollars in his hands to the Clerk of this court to be paid on the first lien in this case.

7233 Catherine K. Pickins vs Theadore Reyner et al } Court of Common Pleas Union County, Ohio.

On motion, Amy S. Bell, H. E. Bell and Allen B. Struthers are made additional parties defendant herein, and it being suggested to the Court that the defendant, Theadore Reyner, had been adjudged an imbecil by the Probate Court of this County, and Uriah Cook appointed his guardian, since the commencement of this action, said Uriah Cook, as such guardian is substituted for said Theadore Reyner as a defendant herein.

Tuesday April 20th 1897

Report of Grand Jury.

To the Honorable Duncan Dow, 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, 1897, beg leave to report that they have been in session two days, and herewith return to the Court the Indictments presented by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over Seventeen witnesses, covering five cases, and presented two bills, and ignored three cases considered by us.

The business has been transacted in as expeditious a manner as possible.

During our session we have visited the County Jail and made a complete examination thereof, and find that the rules prescribed by the Court for the care thereof, and for the government of its inmates, have properly been carried out and properly enforced.

We the Grand Jury have thoroughly considered the necessity of the erection of a Barn for the use of the Sheriff of Union County, the inconvenience of the Sheriff owing to the need of the above improvement is plainly manifest, and the comparatively small expense to the convenience that will be rendered, we the Grand Jury unanimously recommend the erection of a suitable Barn by the Board of Commissioners of Union County.

Respectfully Submitted
J. W. Monroe, Foreman.

7032 Robinson & Piper vs Isaac F. Dalton et al } Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the motion of the defendant to dismiss the appeal from the Probate Court, and the same was argued by Counsel and submitted to the Court. 946

On consideration whereof the Court do sustain said motion.

It is therefore considered and adjudged by the Court that the appeal of the plaintiffs herein from the Probate Court be, and the same hereby is dismissed, to all of which judgment and orders of the Court the said plaintiff then and there excepts.

Tuesday April 20th 1897.

In re the appointment of Anna McCorry as Court Stenographer } Court of Common Pleas of Union County, Ohio.

This day came John M. Brodrick one of the Attorneys of this Court and submitted to the Court the following application.

"To the Honorable Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio.

We the undersigned members of the Bar of said County respectfully represent that Miss Anna McCorry is an efficient and well qualified Stenographer and that we do hereby recommend and request her appointment as Court Stenographer for this Court. See 475 R. S. 87 vol Ohio Laws Page 13

Respectfully submitted,

John M. Brodrick, Cameron & Cameron, W. T. Sharpe, F. A. Thompson, J. B. Cole, E. M. Porter, R. L. Wordham, F. T. Arthur, D. M. Ryan, A. B. Robinson, J. H. Knickade, J. M. Kennedy, J. E. Griffith, John L. Porter, L. Piper and M. N. Merchant.

And the Court having had the same under advisement and being of the opinion that the business of said Court requires a Stenographer reporter and that the above named Anna McCorry is skilled in the profession of Stenography and that she is in all respects a suitable person for the position of Court Stenographer it is hereby ordered by the Court that said Anna McCorry shall be, and she is hereby appointed the official Stenographer of this Court for the term of three years from this date and until her successor is appointed and qualified unless otherwise ordered according to law.

State of Ohio vs Ellis Parrish et al William Fowler } Court of Common Pleas, Union County, Ohio.
946 Indictment for Larceny.

April 21st 1897.

Now comes the prosecuting Attorney on behalf of the State of Ohio, and the defendants Ellis Parrish and William Fowler being brought into Court in custody of the Sheriff and arraigned upon said indictment, for plea thereto saith "they are guilty."

It is therefore ordered and adjudged by the Court that the said Ellis Parrish and William Fowler, each pay a fine of $5.00 and the costs of this prosecution,

Tuesday April 20th 1897

7115 Aaron B. Robinson vs Allen V. Hutchinson et al } Court of Common Pleas Union County, Ohio.

On motion, Abe J. Wilson as Executor of N. A. Robertson deceased, is granted leave to file an amended cross-petition in this case within five days.

7122 Mary Chapman an infant by her next friend John Chapman vs G. C. Wilgus & John Wyley } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on defendants motion to strike plaintiffs amended petition from the files because it was not verified as required by statute.

The Court after hearing argument by counsel for defendant and plaintiff overrule defendants motion.

7305 William Drumm as guardian of the person and estate of Virgil Marshall, a minor, vs Simon Slaby, Charles S. Chapman, Bessie Marshall an infant under the age of fourteen years, and Mary E. Hayes. } Court of Common Pleas. Union County, Ohio. 7261

And now this cause coming on to be heard on the petition, the answer of Bessie Marshall, minor defendant, by D. N. Ayers, her guardian ad litem, and the evidence, the Court finds that all the defendants have had due legal notice of the pendency and prayer of said petition, and that with the exception of the said Bessie Marshall, they are in default for answer or demurrer thereto. The Court further finds that the plaintiff and the defendants hereinafter named are tenants in common in the real estate described in the plaintiffs petition, as follows: thirty eight (38) forty eighths (48ths) belong to Simon Slaby; five (5) forty eighths (48ths) belong to the defendant Bessie Marshall; and five (5) forty eighths (48ths) belong to the plaintiff, said ward, Virgil Marshall.

The Court further finds that the defendant Mary E. Hayes is not entitled to dower in the said real estate.

It is therefore ordered, adjudged and decreed that partition of said real estate be made; and A. J. Whitney, Fielding A. Thompson and J. N. Tilton three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make said partition, and set off the proportions of said lands to said parties as they are herein before fixed. 7308

And it is further 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 real estate to which they are so found entitled as above, and of his proceedings herein, the said Sheriff is ordered to make due return.

April 19th 1897.

Court adjourned until 8 30 O'clock tomorrow morning.

Wednesday April 21st 1897

Court convened at 8 30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

The State of Ohio } Court of Common Pleas, Union County, Ohio,
vs } Indictment for Burglary.
William Gibson }

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said indictment, for plea thereto saith "he is guilty" and being asked by the Court "if he had any thing to say why sentence should not be pronounced" said "he had nothing to say"

It is therefore ordered and adjudged by the said Court that the said William Gibson defendant imprisoned & confined in the Penitentiary of this State (State of Ohio) and kept at hard labor, without any solitary confinement for the period of One year, and that he pay the costs of this prosecution Taxed at $ for which execution is awarded.

Barbara Kliber } Court of Common Pleas
7261 vs } Union County, Ohio.
The Toledo & Ohio Central }
Rail Road Company }

This day came the parties and settled this cause at the defendants costs, and the defendants having paid the sum agree upon by said parties as per the written receipt of plaintiff this cause is settled; and it is ordered and adjudged by the Court that plaintiff recover of the defendant her costs herein expended Taxed to $, without Record.

The Steel Hopkins & Meridith Co. } Court of Common Pleas
7308 vs } Union County, Ohio.
N. Jordon et al }

Now comes the plaintiff herein, and the defendants N. Jordon and Clara Jordon being in default for answer and demurrer, that the allegations of the petition are confessed by them to be true.

On consideration whereof, the Court find that the said defendants are indebted to plaintiff in the sum of One Hundred and Eighty six and 30/100 Dollars.

It is therefore considered by the Court that the said plaintiff recover from the defendants N. Jordon and Clara Jordon the said sum of One Hundred and Eighty six & 30/100 Dollars and their costs herein expended Taxed at $

Wednesday April 21st 1897

In the matter of the Union County Law Library Association.

It having been requested by the board of Trustees of the Union County Law Library Association; and the said board having recommended W. N. Ayers as a suitable person, I do now reappoint the said W. N. Ayers as a special bailiff to act as librarian of said Association until the further order of this Court and his compensation at the sum of ($500) per annum, to be paid out of the County treasury of said County: said payments to be made as follows; $125 each quarterly.

Duncan Dow
Judge of Court of Common Pleas.

7259 S. A. Hoskins vs Anthony Parish et al } Court of Common Pleas, Union County, Ohio.

On Motion leave is granted for the defendant, Margaret Jane Barringer to file an Amended Answer and Cross-petition in this case within ten days.

7268 The Citizens Home & Savings Co. vs Barbara Kleiber et al } Court of Common Pleas, Union County, Ohio.

On petition before said Court by J. N. Stewart Atty. for Fredrich Kleiber, instanter, was granted to make said Fredrich Kleiber a party in distribution in said cause.

Motion time Monday 26th 1897

7323 Clarence Legg vs Thomas Gibson } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion to require the plaintiff to give security for costs, upon the grounds that the plaintiff was a non-resident of Union County, Ohio. 7324

Upon consideration and argument of Counsel the Court sustained the same and gave plaintiff 20 days in which to file same.

It is therefore ordered by the Court that the plaintiff herein give security in the above case within 20 days from this date.

April 20th 1897.

7292 Dora Moffitt vs W. F. White Ed C. D. Mills } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the demurrer of defendants to the first cause of action stated in the petition of the plaintiff.

Upon presentation and agreement by Counsel the Court upon consideration sustains the demurrer to the first cause of action

It is therefore ordered and adjudged that the demurrer of the plaintiff be and the same is hereby sustained; the Court further grant the plaintiff 30 days in which to file an amended petition.

Wednesday April 21st 1897.

The State of Ohio } 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, of follows, to-wit:

French Thornhill, O.W. McAdow, C. S. Chapman and John Cartwell who shall be Commissioners of Juries in said Union County, for One Year to begin on the fourth Monday of May A.D. 1897, and serve until their successors are duly appointed and qualified.

Done at the Court House in the Village of Marysville this 21st day of April A.D. 1897.

Duncan Dow, 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 4th Monday of May A.D. 1897, 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 proportions

Done this 21st day of April A. D. 1897,
Duncan Dow, Judge of Court of Common Pleas.

Clark Rickard
7324 vs } Court of Common Pleas
Albert N. Jones, Charles M. Jones } Union County, Ohio.
and Sarah Price }

This day this cause came on to be heard, and the defendants being in default for answer and demurrer, the Court find the allegations of the petition to be true, and that they are indebted to the plaintiff in the sum of Fifteen hundred ~~Sixty Six~~ Eight 67/100 Dollars, ($1530.67).

It is therefore considered by the Court, that said plaintiff Clark Rickard, recover from the defendants Albert N. Jones, Charles M. Jones and Sarah Price the said sum of fifteen hundred ~~Sixty Six~~ and 67/100 dollars and his costs herein expended taxed to $

And it being made to appear to the Court that the defendant Sarah Price, signed the note herein sued, as security for her co-defendants the Court find that Albert N. Jones and Charles M. Jones are principal debtors, and that Sarah Price is surety in the above judgment, and it is ordered that execution issue accordingly.

Leave is granted to Charles M. Jones to file answer setting up his suretyship on the note herein sued on, by May 22nd 1897.

Wednesday April 21st 1897

Appointment of County Visitors.

In the matter of Board of County Visitors.

In the Court of Common Pleas.

Pursuant to the act of March 28th 1892 providing for a Board of County Visitors the Court hereby reappoint, 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 A.D. 1897, and continue for the respective terms hereinafter designated to-wit: Uriah Cahill and Mrs Georgie Curry for the term of 3 years.

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.

Duncan Dow
Presiding Judge of Court of Common Pleas
of said County.

7275 H. M. Ballinger
vs
Samuel Sherwood, Assignee of
Caleb T. Haines et others

Court of Common Pleas
Union County, Ohio.

6614

This day this cause came on to be heard on demurrer to the second cause of defense set up in the answer of the defendant, Samuel Sherwood as said Assignee; was argued by counsel; whereupon by consent of plaintiff and defendant, Samuel Sherwood, Assignee, the cause upon its merits, without the intervention of a jury, was submitted to the Court:

On consideration whereof, the Court on the issues joined find for the plaintiff: the Court further finds that the said note set up in the plaintiffs petition is a valid claim against the estate of the said Caleb T. Haines, said assignor, and should be allowed by said Samuel Sherwood, as such Assignee, in the sum of Three Hundred Thirty Five and 75/100 Dollars ($335.75) with interest at the rate of eight per cent per annum before due and eight per cent per annum after due, to be paid annually, from December 14th A.D. 1885, subject to a credit of Twenty Five Dollars ($25.00) paid on said note on September 10th A.D. 1891, but on question of a lien or priority of lien as to the Mortgage set up in plaintiffs said petition, is passed upon by said Court. 7322

It is therefore considered, ordered and adjudged by the Court, that the said defendant, Samuel Sherwood, as assignee of said Caleb T. Haines, allow the said claim of plaintiff, herein, as above found, in the settlement of his trust.

It is further considered and ordered, that the said H. M. Ballinger plaintiff herein, recover from the said Samuel Sherwood, as said Assignee, his costs herein expended, taxed at $

Court adjourned until 2 o'clock Monday April 26th 1897

Monday April 26th 1897.

Court convened at 2 o'clock P. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

7168 John B. Morris vs. Edward Dilsaver } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the motion and affidavit of the defendant to continue said cause until the next term of Court, and having been submitted to Court on evidence and argument of the Counsel; the Court finds that one Ida Jones a material witness for the defendant is in such a state of health that she cannot attend Court and her Deposition can not be taken, and that defendant has used due diligence to obtain said evidence.

Therefore it is ordered and decreed that the trial of this cause be continued until the next term of Court, and that defendant pay the costs of this term.

6614 Rosie George vs. Henry Moodie } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the demurrer of the defendant; the same being submitted on the argument of Attorneys, the Court overrules the same.

It is therefore ordered and adjudged by this Court that the demurrer of the defendant be overruled with leave to file an answer within 30 days, to all of which defendant excepts.

7322 Annie V. Houston vs. Malinda Anderson et al } Court of Common Pleas Union County, Ohio.

It appearing to the Court that the costs have been paid, the same is dismissed on motion of plaintiff's Attorney, without prejudice to a new action.

Monday April 26th 1897

Court of Common Pleas,
Union County, Ohio.

7321 James Grow
vs
Benjamin Biggs et al

Now comes the plaintiff by J. N. Kinkade his Attorney, and the defendants Benjamin Biggs and the unknown heirs of Benjamin Biggs being in default for answer and demurrer and this cause being submitted upon the pleadings and evidence adduced by the plaintiff and on consideration thereof the Court find that the allegations of the petition are confessed by them to be true.

The Court further find that due service has been had by publication as required by law.

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 James Grow to all and singular the premises in the petition described to-wit: The following described premises, situate in the State of Ohio, County of Union, Township of Paris: being part of Virginia Military Survey No. 4075, bounded and described as follows:

Beginning at a Buckeye and Hickory and Lynn (Hickory and Lynn gone) in the North line of Survey No. 4075, thence with said line N. 82d 30' E. 238 57/100 poles to a hickory and beech (beech gone) in said line; thence S. 8d E. 129 poles to two sugar trees and a hickory (gone) thence S. 82d 15' W. 239 poles to an Elm and hickory (gone) thence N. 8d W. 127 57/100 poles to the beginning - containing 191 57/100 acres more or less according to a survey made by B. A. Fay Surveyor, June 8, 1871, being the same premises surveyed by Alexander Burns and Amanda Burns his wife to James Grow Febr 4 1880, excepting from the above described premises 2 79/100 acres conveyed by James Grow and Rachel A. Grow his wife to the Toledo and Ohio Central Railway Company April 8, 1893, leaving the amount of 188 71/100 acres more or less be, and the same hereby are, quieted as against the defendants, and each and every one of them, and all persons claiming under them or any of them; and they are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said James Grow, his heirs and assigns thereto.

7326

6316

Monday April 26th 1897

It is further ordered that the plaintiff pay the costs of this action.

	The Toledo & Ohio Central Rail Road Company vs George Myers & Lena Myers	Court of Common Pleas Union County, Ohio.
7326		

This day came on this cause to be heard by the Court on the petition in error and the transcript of the judgment before the Justice of the Peace, and the Court being fully advised in the premises do find manifest error in said transcript, in this, that the said defendant below, The Toledo & Ohio Central Rail Road Company did not appear as defendant but remained absent and in default, and that the plaintiff below had no right in law to demand and have a jury to try the case and that all the proceedings in that regard are erroneous and should be set aside.

Therefore it is considered and adjudged by the Court that said judgment before the Justice of the Peace be, and the same is reversed and held for naught and that the plaintiff in error recover of the defendant in error the costs to this time including the costs in this Court on the petition in error, to all of which judgment and decision of the Court the plaintiff below excepts.

And this cause is held for trial in this court and by consent is continued for that purpose.

	J. C. Moffitt vs Sarah Jennings et al	Court of Common Pleas Union County, Ohio.
6316		

This day this cause is dismissed for want of prosecution, at the cost of the plaintiff.

Monday April 26th 1897

Elizabeth Hupp } Court of Common Pleas
7161 vs } Union County, Ohio.
John Parmer et al }

This cause being heard on the demurrer to the answer the Court on consideration thereof sustain the same: And thereupon the defendant William J. Moore not asking to plead further the Court finds upon the petition and evidence that the plaintiff is entitled to have partition made of the premises as prayed in her petition, Whereupon partition of said premises were so ordered, to which defendant W. J. Moore excepts

7295

Elizabeth Hupp } Court of Common Pleas
7161 vs } Union County, Ohio.
John Parmer et al }

And now this cause came on to be heard on the petition, the answer of William J. Moore and the evidence, the Court find that all of the defendants have waived the issuing and service of summons and, voluntarily entered their appearance as such defendants, and that they are in default for answer thereto except William J. Moore Otherwise named.

Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; That the said William J. Moore, widower is entitled to dower therein, and that, subject thereto the plaintiff Elizabeth Hupp has a legal right one Seventh (1/7) & one half (1/2) part of said estate; the defendants John Parmer, Edmond Parmer, Sarah Smith, Emily Webb, Chester Wright, each have a legal right to one Seventh (1/7) of one half (1/2) part thereof;

The defendants Sophie Montgomery, Rolin Montgomery, Henry Montgomery, Frank Montgomery, John Montgomery, Elmer Montgomery, Anna Montgomery, Forest Dublin each have a legal right to one ninth (1/9) of one half (1/2) part thereof; the defendants Lewis Webb, James Webb, Dennis Webb, Columbia Webb, Carrie Higgins, Fremont Webb & Rachella Higgins each have a legal right to the one Seventh of one Seventh (1/7) of one half (1/2) part thereof;

The defendant Aleah Montgomery, Cora Height and Sarah E. Hupp each have a legal right to the one third (1/3) of one ninth (1/9) of one half part thereof, and that the plaintiff is entitled to have partition made of said premises as prayed for in her petition,

It is therefore ordered that partition of said estate be made and that dower herein be assigned to the said William J. Moore, and Henry W. Rogers Robert F. Elliott and J. Sizer three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make and set off the same.

And it is ordered that a writ 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 portion of

Monday April 26th 1897.

said estate to which they are hereinbefore severally found entitled, and also to be set off and assigned the dower of the said William J. Moore if said estate can be divided in manner as above, and of his proceedings herein the said Sheriff is ordered to make due return.

Defendant William J. Moore gave notice of his intention to appeal and the Court fix the appeal Bond at $100.00.

Rachel E. Peake } Court of Common Pleas
7295- vs } Union County, Ohio.
John W. Peake }

And now comes the said plaintiff, by her Attorney, W. T. Harpis, and the defendant having been duly served with summons and a copy of the petition herein, the Court find that the alleyations 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 extreme cruelty and gross neglect of duty, 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 Rachel E. Peake and John W. Peake 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 defendant pay the costs of this prosecution.

Court adjourned until 8 00 O'clock tomorrow morning.

Tuesday April 27th 1897

Court convened at 8 30 O'clock A.M. Pursuant to adjournment
Present, Hon. Duncan Dow,
Judge.

7280 Mary A. Swidgrass
vs.
Aaron Boylan as
Assignee of Wm M. Swidgrass

Court of Common Pleas,
Union County, Ohio.

This day this cause came on for hearing upon the issue joined between the parties, and the evidence; and the Court being fully advised in the premises do find that the claim of plaintiff ought to be accepted and allowed as a valid claim in favor of plaintiff and against said assignee in the settlement of said Trust.

It is therefore ordered and adjudged that the said Aaron Boylan as Assignee of Wm M. Swidgrass, accept and allow said claim as a valid claim in the settlement of said Trust in the sum and amount as claimed by plaintiff, after deducting the credits as set forth by plaintiff in her petition.

And it is ordered that the costs herein made, be paid by said assignee, out of the assets which are now, or may come into his hands as assignee aforesaid.

Tuesday April 27th 1897.

7360 Sarah E. Baughman vs Jonas Baughman et al } Court of Common Pleas Union County, Ohio.

On motion of the plaintiff herein by her attorney, and good cause being shown, it is hereby ordered that she be allowed the sum of Fifty Dollars for the support and maintainance of herself and her expenses in conducting this action.

It is therefore ordered that the said Jonas Baughman pay to the said Sarah E. Baughman or her Attorney J.B. Cole the sum of $25 in ten days from the date of this judgment and the further sum of $25 in 40 days from the date of this judgment, and in default of any of said payments for three days execution is allowed to issue therefor.

Court adjourned until 8 30 O'clock tomorrow morning.

Wednesday April 28th 1897

Court convened at 9:30 O'clock A.M. pursuant to adjournment present Hon Duncan Dow Judge.

Court of Common Pleas Morrow County, Ohio.

7017 George J. Burns vs The Pittsburg, Cincinnati, Chicago and St Louis Railroad Company.

This day came the parties hereinby their Attorneys, also came the following named persons as Jurors, to-wit:

W. A. Davis, F. D. Lowe, A. E. Finnefrock, G. W. Sigler, H. N. Marriott, O. W. Mills, John Lillie, Preston Jolley, A. L. Stamats, Joseph Donohoe, John Guthery, and E. L. Price, 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 adduced, the arguments of Counsel and the charge of the Court, the said Jury retired to their room in charge of the Sheriff for deliberation

And now comes said Jury into open Court with their verdict in writing, signed by their foreman, and say:

We the Jury, being duly impanelled and sworn 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 $277.17.

Preston Jolley, Foreman

7017

7017

7345

Wednesday April 28th 1897.

7017 George J. Burns, vs The Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. } Court of Common Pleas Union County, Ohio.

This cause coming on to be heard, upon the motion for a new trial filed herein, the Court being fully advised in the premises doth overrule the same, to all of which the defendant excepted.

Approved,

Duncan Dow

Judge.

7017 George J. Burns vs The P.C.C. & St. L. Ry Co } Court of Common Pleas Union County, Ohio

This day came the plaintiff and defendant and settled the above case as follows

Plaintiff to receive $263.50 in full of the judgment herein, defendant to pay all costs. No record

June 3rd 1897.

7345 The Citizens Home & Savings Co. vs Clara E. Osborn et al } Court of Common Pleas Union County, Ohio.

This day this cause is settled and costs paid by plaintiff.

Wednesday April 28th 1897.

7223	Amos H. Kling vs. Fredrick Oehler, Polly Oehler, John D. Guthery, James B. Guthery and The J. I. Case Threshing Machine Company, a Corporation.	Court of Common Pleas Union County, Ohio.

This cause came on to be heard upon the return of the Order of Sale issued to the Sheriff made by him, with his report of his proceedings and sale of lands and tenements under said order.

And the Court having carefully examined said proceedings, being satisfied that the said sale has in all respects been made in conformity to the provisions of the statute in such cases made and provided, finds the same to be legal, and does therefore approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser, James B. Guthery, a deed in fee simple for the lands and tenements so sold, to-wit:

"Situate in the Township of Washington, County of Union and State of Ohio, and known as being in Survey No. 7095;

Beginning at a stake from which a buck 8 in. in diameter bears North 74 degrees West 9 links, and an Ironwood 4 in. in diameter bears S. 86½ degrees East 11¾ links, the same being Wright's N. W. corner; thence south 10½ degrees east 108 7/10 poles to a stake from which a hickory 8 in. in diameter bears N. 33 degrees west 147 49/100 to a stake from which a buck 20 in. in diameter bears N. 60 degrees west 25 links; thence N. 10½ degrees west 108 3/10 to a small wild Cherry; thence North 79½ degrees east 147 49/100 poles to the place of beginning, containing 100 acres more or less."

And the purchaser is hereby subrogated to all of the rights of any lienholders who shall be satisfied herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to the distribution of the cash proceeds of the said sale now in the hands of the Sheriff, to-wit: the sum of $1377.00, it is ordered that he pay:

First, to the Treasurer of this County the taxes and penalty due upon the property so sold, to-wit, the sum of $76.58.

Second, to the Clerk of this Court the costs of this action, taxed at $57.88.

Third, to the plaintiff upon his claim herein, the present value of which the Court here finds to be the sum of $1850.04, the residue amounting to the sum of $1242.59.

And the Court finds that there remains due to the plaintiff upon the promissory note sued upon in this case, after the application of all the proceeds of said sale, the sum of $607.45; for which he has a right to a judgment against said Fredrick Oehler, as the maker of said promissory note, and against the

Wednesday April 28th 1897

defendants, John D. Guthery and James B. Guthery, as indorsers thereof, and it is therefore now considered by the Court here, that said plaintiff Anna H. Kling, recover from the said Frederick Ochler, John D. Guthery and James B. Guthery the said sum of $607 46, and that in default of payment thereof, execution issue therefor.

Approved,

D. Dow,

Judge.

7017	George Burns vs P. C. C & St. L. Ry. Co	Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant to set aside the verdict heretofore rendered herein and for new trial was argued by Counsel and submitted to the court.

On consideration thereof the Court overrules the same, to all of which ruling and decision the defendant then excepted.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover from the defendant the sum of $277.17, with interest from the 28th day of April, 1897, and costs herein taxed to $ and that in default of payment thereof for ten days that Execution be issued therefor against said defendants.

Court adjourned until 8 30 O'clock tomorrow morning.

Thursday Morning April 29th 1897.

Court convened at 8.30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

Monday April 29th 1897

6623 Clinton H. Coe vs Philip L. Coe } Court of Common Pleas Union County Ohio.

This cause is dismissed and the plaintiff herein is to pay the costs.

Court adjourned until 8 30 O'clock tomorrow morning.

Friday April 30th 1897.

Court convened at 8 20 O'clock A.M. Pursuant to adjournment.
Present, Hon. Duncan Dow,
Judge.

7158 H. H. Smith vs Nancy E. Lowe et al } Court of Common Pleas, Union County, Ohio.

The Court coming now to distribute the balance of the purchase money still remaining in the hands of the Sheriff, amounting to One Hundred Forty one & 25/100 ($141 25) Dollars, upon the answer and Cross-petition of the defendants, M. N. Hill and the Keystone Manufacturing Company, and the evidence; the Court being fully advised in the premises find that Charles R. Connell is in default for answer and demurrer herein, and that the lien of M. N. Hill is prior to that of all other parties herein except that of plaintiff. It is therefore ordered that the Sheriff of this County, out of the money still in his hands, pay=

First, to the Clerk of this Court the costs of this case made since the last continuance, amounting to $3 50.

Secondly, to the defendant M. N. Hill, the balance of the money remaining in his hands, to-wit, $137 75.

7266 Lafayette Whetzel vs O. M. Scott } 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:
Moses George, W. A. Davis, A. E. Finnefrock, George Yeager, G. W. Sigler, H. H. Marriott, O. W. Wells, John Lillie, Preston Jolley, A. S. Stamato, Frank Montgomery and Albert Carr; who were duly impanelled and sworn according to law, and the trial proceeded, and the said Jury after hearing the evidence, arguments 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 and say:

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

E. A. Finnefrock, Foreman.

Friday May 30th 1897.

Joseph M. Kennedy, as administrator, of John G. Rice, Deceased. vs The Erie Railroad Company et al } Court of Common Pleas Mrion County, Ohio.

7139

This day came the parties by their attorneys, and this cause came on to be heard, and neither party requiring a jury the same was waived by the parties and this cause submitted to the Court upon the pleadings and the evidence:

On consideration whereof, the Court being fully advised in the premises finds the issues joined in favor of the plaintiff and assesses the amount which the plaintiff ought to recover by reason of the premises at Three Hundred Dollars.

It is therefore considered and adjudged by the Court that the said Joseph M. Kennedy as such Administrator recover of the said defendant The Erie Railroad Company, the said sum of three hundred dollars, the damages so as aforesaid assessed, together with his costs herein expended taxed at $14,55.

Ayers & Ayers, Attys. for Deptfs.

Friday April 30th 1897

7141 W. A. Dilsaver vs. James Drakestone } Court of Common Pleas, Union County, Ohio.

This cause came on for hearing this 30th day of April, 1897, upon the petition and the Answer and Cross-petition of the defendant Millard Langstaff, and the evidence, and was submitted to the Court.

Upon due consideration the Court find that all the defendants have been duly served with Summons and that all are in default except said Millard Langstaff, and that they thereby confess the allegations of the petition and of said Answer and Cross-petition to be true, and the Court do so find them to be, except that the Court find that there have been payments made on plaintiffs claim since this action was commenced, and that there is now still due and unpaid thereon the sum of Sixty Three Dollars and Forty Nine Cents.

The Court further find that to indemnify the defendants J. C. Newhouse and Millard Langstaff as sureties upon the promissory note given to plaintiff of which the above amount is the balance unpaid, the defendants James Drake, Frank Drake and Harry Drake, principals on said note, together with the defendants Edith Drake and Elizabeth Drake, executed and delivered to said J. C. Newhouse and Millard Langstaff their certain mortgage deed set up in the pleadings herein and conveyed the lands in said pleadings described, and that said Mortgage was duly recorded as alleged and is the first and best lien on said premises.

It is therefore considered and decreed that the plaintiff ought to be and he hereby is subrogated to all the rights of said defendants mortgagee under their said mortgage; and it is further considered adjudged and decreed that unless said mortgagors shall, within thirty days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs yet due in this action, and to the plaintiff herein the sum so found due him as aforesaid, with eight per cent interest from this date, the equity of redemption of the defendants herein or having executed said mortgage be foreclosed, that said premises shall be sold, that 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.

7316 Esther Hildreth vs. William D. Price Ed the unknown heirs of William D. Price decd. Lewis M. Burdain, Ed the unknown heirs of Lewis M. Burdain decd. } Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff by her attorney, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true.

The Court further find that at the time of bringing this action the

Friday April 30th 1897

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; the 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 Esther Hildreth, to all and singular the premises in the petition described, to-wit, Situate in the Township of Leesburg, County of Union, State of Ohio, part of Survey Nos. 5630 and 6610, Beginning at the south east corner of tract No. one conveyed to David Hildreth by William Hildreth Jr. it being a part of the land entered in the name of Robert Means and in survey No. 5630; thence west on the line of tract No. one 210 poles to a stake; thence south 80 poles to a stake; thence East 210 poles to a stake in the above mentioned east line; thence north 80 poles to the place of beginning, containing 95 acres more or less, after excepting therefrom Ten acres off the east end conveyed to Hugh McAdow, 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 Esther Hildreth, her heirs or assigns thereto; that the plaintiff herein shall pay all costs accrued in this case.

Friday April 30th 1897

7189

7273

7261

Court adjourned until Tuesday morning May 4th 1897

Tuesday May 4th 1897

Court convened at 8 30 o'clock A. M. Pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7189 R. H. Hynegar vs A. C. Copper Ed & C. V. Copper — Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing upon the motion of the defendants for a continuance, the Court finds a cause for continuance is shown.

It is therefore ordered that this cause be continued until the next term of this court and that the defendants pay the costs of this continuance.

7273 Elizabeth V. Miller vs C. V. Copper et al — Court of Common Pleas, Union County, Ohio.

This day came the parties, and it appearing to the Court that this case had been settled and that the said defendant C. V. Copper had assumed the payment of costs.

It is therefore ordered and adjudged that the case be dismissed at the cost of said defendant C. V. Copper, and that said plaintiff reverse of said defendant C. V. Copper her costs herein expended taxed at $ And no record be made of this case.

7261 Barbara Kleiber vs The Toledo & 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 the motion to set aside the entry of settlement made in this cause at the present term of Court.

Thereupon the Court having heard all the evidence and the arguments of Counsel of both parties, find for the defendant and overrule the said motion, to all of which plaintiff excepts, and gives notice of appeal on error.

Tuesday May 4th 1897

7341 J. H. Wall et al
vs
Susan A. Miller et al

Court of Common Pleas
Union County, Ohio.

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendants Susan A. Miller, G. W. Miller and Leroy Harriman have been duly served with Summons in this case and that they are each in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiffs from the said defendants, Susan A. Miller and G. W. Miller on the promissory notes & Amount assumed, in, due, the sum of Sixteen Thousand Six Hundred and Ninety Seven & 45/100 ($16697 45) Dollars.

The Court further find that the said defendants Susan A. Miller and G. W. Miller duly assumed the payment of the Six Thousand Dollar mortgage due the Northwestern Mutual Life Insurance Company as set forth in plaintiffs Ninth Cause of Action, and that there is due thereon the sum of Six Thousand Dollars with interest and taxes all of which is included in the above judgment; and the Court further find that in order to secure the payment of said notes as they became due, the defendants Susan A. Miller and G. W. Miller her husband, executed and delivered to these plaintiffs their certain mortgage as in their petition described, and that said mortgage was duly recorded in book No. 35, Page 241 & 242, of the records of Mortgages of Union County, Ohio, and is a good and valid second lien (the said Northwestern Mutual Life Insurance Company having the first lien on said premises described in the petition) and that the conditions in said mortgage have been broken.

And the Court further find that the defendant Leroy Harriman is in default for answer and demurrer, and that he has confessed the allegations of the petition are true, and that he is hereby estopped from setting up any claim for said premises.

It is therefore considered by the Court that the plaintiffs recover from the said defendants Susan A. Miller and G. W. Miller the said sum of $16697 45, and their costs as herein expended, and execution against said defendants other property is awarded immediately.

And it is further adjudged and decreed that unless the defendants Susan A. Miller and G. W. Miller 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 the sum so found due as aforesaid with interest from the 3rd day of May 1897, the defendants equity of redemption be foreclosed, and that said premises be sold, and that an order of sale issue to the Sheriff of said County of Union directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

7346

Thursday May 4th 1897.

The Citizens Home and Savings Company. vs. Richard Turner et al. } Court of Common Pleas Union County, Ohio.

7346

And now comes the said the Citizens Home and Savings Company, by John M. Bordwich its Attorney, and thereupon this cause came on to be heard upon the petition, and the said Richard Turner and Mary E. Turner, defendants still failing to demur or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due him by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said defendant Richard Turner on the contract and mortgage, in the petition mentioned and set forth, the sum of One Thousand Eight Hundred and Thirty Nine Dollars and Seventeen cents, and that it is a lien upon the premises.

It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of One Thousand Eight Hundred and Thirty Nine Dollars and Seventeen Cents, the same so found due as aforesaid with weekly payments of $37½ from and after April 19th 1897, and also its costs taxed at $, and it is further ordered and adjudged, that in case the said defendant Richard Turner fail for three days from this date, to pay to the said plaintiff the said sum of One Thousand Eight Hundred and Thirty Nine Dollars and Seventeen cents or so aforesaid found due, with said weekly payments of $37½ from and after April 19th 1897, and to the Clerk of this Court the said costs aforesaid, then that an order of sale issue to the Sheriff of said Union County, Ohio, directing him to cause the premises described in plaintiff petition to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of costs, second, in payment of the judgment or so aforesaid rendered; and the residue, if any, he bring into court, to abide the further order of said Court.

Tuesday May 4th 1897.

The Citizens Home & Savings Company. vs. George C. Kinney et al — Court of Common Pleas, Union County, Ohio. 7344

And now comes the said The Citizens Home & Savings Company, plaintiff, by John M. Brodrick, its attorney, and thereupon this cause came on to be heard upon the petition, and the said George C. Kinney, Maria Kinney and Madeline Chezzy, defendants still failing to demur or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due it by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said defendants George C. Kinney and Maria Kinney on the contract and mortgage, in the petition mentioned and set forth, the sum of Six Hundred and Thirty Three Dollars and Ninety Two cents, and that it is a lien upon said premises.

It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of Six Hundred and Thirty Three Dollars and Ninety Two cents with weekly payments of $1.26 from and after April 19, 1897, and also its costs taxed at $, and it is further ordered and adjudged, that in case the said defendants George C. Kinney and Maria J. Kinney fail for three days from this date, to pay to the said plaintiff the said sum of Six Hundred and Thirty Three Dollars and Ninety Two cents, so aforesaid found due, with weekly payments of One Dollar and Twenty Six cents from and after April 19, 1897, and to the Clerk of this Court the costs aforesaid, then that an order issue to the Sheriff of Union County, Ohio, directing him to cause the premises described in plaintiff's petition, to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of costs; second, in payment of the judgment so aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court. 7313

On motion of the plaintiff, Kirby and Greenawalt are made parties defendants herein.

The Citizens Home & Savings Company vs. Anna Egan — Court of Common Pleas, Union County, Ohio. 7347

And now comes the said The Citizens Home & Savings Company, plaintiff by John M. Brodrick its attorney, and thereupon this cause came on to be heard upon the petition, and the said Anna Egan, defendant, still failing to demur or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due it by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said defendant on the contract and mortgage, in the petition mentioned and set forth, the sum of Four Hundred and Thirty Two Dollars and Six cents, and that it is a lien upon said premises.

Tuesday May 4th 1897.

It is therefore considered by the Court here, that the said plaintiff recover of the said defendant the said sum of Four Hundred and Thirty one Dollars and Twenty Two cents, the sum found due as aforesaid, ~~with weekly~~ payments of Eighty four cents from April 19th 1897, and also its costs taxed at $, and it is further ordered and adjudged, that in case the said defendant Annie Egan fail for three days from this date, to pay to the said plaintiff the said sum of Four Hundred and Thirty one Dollars and Twenty Two cents, or as aforesaid found due, together with weekly payments for each week from and after April 19th 1897, and to the Clerk of this Court the costs aforesaid, then that an order issue to the Sheriff of said Union County, Ohio, directing him to cause the premises described in plaintiffs petition to be appraised, advertised and sold according to law; and apply the proceeds of the sale, first in payment of cost; second, in payment of the judgment or as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

A. J. Wilson Executor of
Jasper Rogers,
73/3 vs
Abraham Dever 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 defendants, Abraham Dever and Barbara E. Dever, 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, as such executor, from the defendant, Abraham Dever, on the promissory notes described in the petition, with interest to the first day of this term, viz; April 19th 1897, the sum of Five Hundred and Seventy Three 06/00 ($573 06) Dollars.

The Court further find that in order to secure the payment of said notes, the defendants Abraham Dever and Barbara E. Dever, his wife, executed and delivered to said Joseph Rogers, their certain Mortgage as in the petition described, and on the premises therein described; and that said Mortgage was duly recorded in Book 38 pages 171 & 172, 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 defendants shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest at Eight per cent. from the 19th day of April, 1897, 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 proceeding to this court for further order.

Tuesday, May 4th 1897

Court of Common Pleas
Union County Ohio.

7342 Harrison R. Newcomb
vs
Orlando Newcomb et al

And now comes the said Harrison R. Newcomb, plaintiff, by John M. Bordrick, his Attorney, and thereupon this cause came on to be heard, upon the petition and evidence, and was argued by Counsel: on consideration whereof, the Court do find that due notice of the pendency of this action has been given to all of the defendants herein for more that forty days prior to the date of this order, and the Court do further find that the said Harrison R. Newcomb has a legal right to and is seized in Fee Simple of one tenth part of the said tract described in said petition and one twentieth part of the second and third tracts therein described: and the Court do further find that the said Orlando Newcomb, Orella Gates, Orrin Newcomb, Orlo Newcomb, Ozra R. Newcomb, Orlo W. Painter, Nelson O. Newcomb, Neri Newcomb, Wallace C. Newcomb, Andrew B. Newcomb, Susie V. Freeman, George A. Newcomb, Gertrude A. Newcomb, Emeline Newcomb Smith, Frank C. Newcomb, Eliza Newcomb McCall, Charles R. Newcomb, Ernest L. Newcomb, George W. Newcomb, Mable Flora Thompson, Lucy Maud Verity, Edmund M. Sealand, Frank N. Sealand, Orlen W. Sealand & Wm Howard, are tenants in common in said premises with the said plaintiff in the following proportions to-wit:

That the said Orlando Newcomb is seized of 1/10 of first tract and 1/20 of 2nd and 3rd tracts thereof:
" the said Orella Gates is seized of 1/10 of first tract and 1/20 of 2nd and 3rd tracts thereof:
" the said Orrin Newcomb " " " 1/10 of first tract and 1/20 of 2nd and 3rd tracts thereof:
" the said Orlo Newcomb " " " 1/10 of first tract and 1/20 of 2nd and 3rd tracts thereof:
" the said Ozra R. Newcomb " " " 1/10 of first tract and 1/20 of 2nd and 3rd tracts thereof:
" the said Orlo W. Painter " " " 1/10 of first tract and 1/20 of 2nd and 3rd tracts thereof:
" the said Nelson O. Newcomb " " " 1/20 of first tract and 1/40 of 2nd and 3rd tracts thereof:
" the said Neri Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Wallace C. Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Andrew B. Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Susie V. Freeman " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said George A. Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Gertrude A. Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Emeline Newcomb Smith " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Frank C. Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Eliza Newcomb McCall " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Charles R. Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Ernest L. Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said George W. Newcomb " " " 1/60 of first tract and 1/120 of 2nd and 3rd tract thereof:
" the said Mable Flora Thompson " " " 1/100 of first tract and 1/200 of 2nd and 3rd tracts thereof:
" the said Lucy Maud Verity " " " 1/100 of first tract and 1/200 of 2nd and 3rd tract thereof:
" the said Edmund M. Sealand " " " 1/100 of first tract and 1/200 of 2nd and 3rd tract thereof:
" the said Frank N. Sealand " " " 1/100 of first tract and 1/200 of 2nd and 3rd tract thereof:
" the said Orlen W. Sealand " " " 1/100 of first tract and 1/200 of 2nd and 3rd tract thereof:
" the said Wm Howard " " " 1/2 of 2nd and 3rd tracts thereof:

(and that there is no widow or widower entitled to Dower therein,) It is therefore ordered that a writ of Partition issue to the Sheriff of said County of Union commanding him that by the oaths of Albert Morse, James W. McIlroy and John F. Bennett, partition be made of said lands (free of any Dower Estate,) in the proportions above enumerated herein in the respective proportions as found to each, by the Court.

And it is further ordered, that the Sheriff return his proceedings in the premises (forthwith).

Tuesday May 4th 1897

7318 J. Wilcox Brown et al Trustees, vs John W. Hines et al } Court of Common Pleas Union County, Ohio.

It appearing to the Court that the costs in this case has been paid, the same is, upon motion of plaintiff's Attorney, dismissed.

7266 Lafayette Whitsel vs O. M. Scott } Court of Common Pleas Union County, Ohio

This day this cause came on further to be heard upon the motion of plaintiff for a new trial in said case, which motion the Court after being fully advised in the premises overrule, to which ruling and decision plaintiff excepted.

It is therefore considered and adjudged by the Court that the defendant go hence without day and recover of the plaintiff his costs herein expended taxed at $

And it is further ordered that no record be made of the case unless demanded by the plaintiff.

Court adjourned until 8 o'clock tomorrow morning.

Wednesday, May 5th 1897.

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

Order for Special Venire for Jurors:

Issue Special Venire for the following named persons to serve as Jurors, to appear forthwith:
Samuel Westlake, David Crowe, S. L. Laughrey, Harrison Welch and Brome Newlove.

D. Dow, Judge.

7297 Lucindas Piper vs Wm Howard, Admr &c. } 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:
F. D. Lowe, A. E. Fingersch, George Weaver, G. W. Sigler, A. W. Merriott, O.W. Wells, John Lillie, Preston Jolly, A. S. Mamalo, Joseph Donlove, Samuel Westlake and S. L. Laughrey; who were duly impanelled and sworn according to law, and the trial proceeded; and after hearing the evidence adduced in part, the hour for adjournment having arrived, this cause was continued until 8 30 O'clock tomorrow morning.

7360 Sarah E. Baughman vs. Josias Baughman, George Hanawalt, Ed Ester Hanawalt } Court of Common Pleas, Union County, Ohio.

This day came the parties and by agreement of plaintiff and defendants all claims and demands as to the 60 acre tract of land in the petition described in the name of Ester Hanawalt are released by said Sarah E. Baughman, plaintiff, and said plaintiff disclaims any present or future interest in said lands for a valuable consideration of $50 Cash; the horse and buggy mentioned in the petition and the house hold goods and furniture and supplies now in possession of plaintiff, except the private books and pictures of defendant Josias Baughman, and the corn and hay, and she is to have corn and hay to feed her horse and chickens till May 20, 1897, and have the privilege of removing her poultry unmolested so far as possible before the 20 of May, and the remainder without delay.

And this cause as to George & Ester Hanawalt is dismissed without record at the costs of defendants to May 4th 1897.

F. J. Arthur, Atty. for Hanawalts.

This dismissal is without prejudice as to any other property of the defendant Josias Baughman than said land.

J. B. Cole, Atty. for Plaintiff.

Wednesday May 5th 1897

Fleetwood Courtright
vs
L. J. Taylor et al.

7073

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard by the Court upon the amended Answer and Cross-petition of The Connecticut Mutual Life Insurance Company, the said Plaintiff, Fleetwood Courtright and the said defendants the said Francis M. Taylor, his wife Alice A. Taylor and all of the said other defendants being in default for answer and demurrer or other pleadings to the said amended answer and Cross-petition, and the Court having heard the evidence adduced and being fully advised in the premises doth find:

1. All and singular the statements contained in said amended answer and Cross-petition of the said The Connecticut Mutual Life Insurance Company, to be true.

2. That there is now due to the said The Connecticut Mutual Life Insurance Company from the said defendant Francis M. Taylor upon the said promissory note in said amended Answer and Cross-petition in said first and second cause of action set forth the sum of Two thousand Five Hundred and eleven ($2511) Dollars, 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 April 19th 1897.

The Court further finds that to secure the payment of said note and said sum, the said defendants Francis M. Taylor and Alice A. Taylor executed and delivered to the said defendant The Connecticut Mutual Life Insurance Company their certain Mortgage deed, as in said Amended Answer and Cross-petition set forth upon the following described premises to-wit: Situate in the Township of Liberty, County of Delaware and State of Ohio, and also in the Township of Dover, County of Union, and State of Ohio, and known as being part of Virginia Military Survey No. 5501 and more particularly described as follows, to-wit: beginning at a red oak in the east line of said Survey No 5501: thence with the line of lands formerly owned by Blatchard and Guy 85° West 120 poles to a Red Oak, Sugar and Elm South East corner to Wm A. Andrews land: thence with the line of said land North 9° 20' West 49 poles to a hickory: thence North 80° East 26 5/100 poles to a stake: thence North 10° West 66 poles to a stone in the center of the Marysville and Delaware road: thence with said road South 70° West 26 5/100 poles to a stone in the center of said road: thence North 9° 20' West 73 poles to an ash and ironwood, North East corner to said Wm A. Andrews land, in the North line of said Survey No. 5501; thence with the said line South 88° East 121 poles to an ironwood Sugar and Swamp beech North East corner to said Survey No. 5501; thence with the East line of the same South 10° East 8 poles to the place of beginning, containing 120 acres.

That said Mortgage deed was duly recorded in Volume 38, page 364 of the Mortgage Records of Delaware County, Ohio, and in Volume 27 page 418 of the Mortgage Records of Union County Ohio, and is the first and best lien on said premises, and that the conditions in said Mortgage has been broken.

It is therefore considered by the Court that the said The Connecticut Mutual Life Insurance Company recover from the defendant Francis M. Taylor the said sum of $2511^{00} with 8 per cent interest from April 19th 1897, as heretofore found due said Company, and it is further considered, ordered and decreed by the Court, that unless said defendants Francis M. Taylor and Alice A. Taylor shall within 3 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case, and to the defendant the said The Connecticut Mutual Life Insurance Company, the sum of $2511^{00} so found due as aforesaid with interest thereon at the rate of 8 per centum per annum from April 19th 1897, the equity of redemption of the said Francis M. Taylor and Alice A Taylor be foreclosed and the 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 8^{30} O'clock tomorrow morning

Thursday May 6th 1897

Court convened at 8 o'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

Lucius Piper
7297 vs
Wm Howard, Admr &c.

Court of Common Pleas
Knox County, Ohio.

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 remaining evidence in part, the hour for adjournment having arrived, this cause is continued until 8 o'clock tomorrow morning.

Thursday May 6th 1897

Special Venire.

The State of Ohio, Union County ss:
To J. Ed Robinson Sheriff of Union County Greeting:

We command you that you summons the following named jurors, to-wit: G. L. Welch, Samuel Westlake, S. L. Laughry, David Moore and Brown Newlove, to be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville, forthwith, then and there to serve as Petit Jurors in and for the said County, in the case of L. Piper vs Wm Howard, Admr &c.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court at Marysville, this 6th day of May A.D. 1897.

(Seal)

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

Marysville Ohio, May 6th 1897.

The following named jurors were severally summoned by me, as within required, on the days and in the manner hereinafter specified.

G. L. Welch,	Paris Township,	Served, May 5th, and Personally
Samuel Westlake,	" "	" " " " "
S. L. Laughry,	" "	" " " " "
David Moore,	" "	" " " " "
Brown Newlove,	" "	" " " Residence

J. Ed. Robinson
Sheriff Union County, Ohio.

Court adjourned until 8 00 O'clock tomorrow morning.

Friday May 7th 1897.

Court convened at 8 30 O'clock A. M. pursuant to adjournment,
Present Hon. Duncan Dow,
Judge.

7297	Leonidas Piper vs Wm Howard, Admr, &c.	Court of Common Pleas Union County, Ohio.

This day again came the parties by their attorneys, also came the jury heretofore impanelled and sworn herein, and the trial proceeded, and after hearing the remaining evidence, and the arguments of Counsel in part, the hour for adjournment having arrived, this case is continued until 8 30 O'clock tomorrow morning.

7218

Court adjourned until 8 30 O'clock tomorrow morning.

Saturday May 8th 1897.

The Court convened at 8 o'clock A.M. pursuant to adjournment.
Present. Hon. Duncan Dow,
Judge.

The Northwestern Mutual Life Insurance Company, a corporation organized under the laws of the State of Wisconsin } Court of Common Pleas
vs } Union County, Ohio.
7218 Winfield S. Carpenter et al Nellie Carpenter }

This cause now coming on to be heard on the petition of the plaintiff, The Northwestern Mutual Life Insurance Company, a corporation organized under the laws of the state of Wisconsin, and the evidence and was argued by counsel and submitted to the Court, and the Court being fully advised in the premises do find that all of the said defendants having been duly served with Summons, and that all of the said defendants are before the Court, and the Court do further find that all of the said defendants have failed to answer or demur to the allegations contained in the petition of said plaintiff, and are in default therefor:

And the Court further find that all of the allegations and matters set out in the petition of The Northwestern Mutual Life Insurance Company are true; that said Winfield S. Carpenter and Nellie Carpenter executed and delivered to the said The Northwestern Mutual Life Insurance Company the mortgage deed in the said petition described and on the premises therein described, and that said mortgage deed was duly delivered to the Recorder of Union County, Ohio, at his Office on the 18th day of April A.D. 1893 at 9-50 O'clock A. M. for record, and the same was thereupon duly recorded in the records of Mortgages in said County in Volume 32 on pages 106 &c. and that there is due to the said plaintiff The Northwestern Mutual Life Insurance Company from the said Winfield S. Carpenter upon the mortgage and bond in the petition described, in the first cause of action therein, and for said money paid for taxes and penalties on said premises in the second cause of action in the petition set up, and for said money paid for continuations of abstracts of title in the third cause of action in said petition set up, with interest to the first day of this term, to-wit: April 19th 1897, the sum of Two Thousand and Twenty-three Dollars and six cents ($2023.06) together with interest thereon at the rate of six and one half per centum per annum, payable semi-annually from April 19th 1897. the first day of the term, and which said mortgage and said sum of $2023.06 together with interest as aforesaid, are and each of them is a valid and prior lien upon the said lands and tenements in the said petition described, from the 18th day of April a.D. 1893 at 9.50 O'clock A. M. and the first and best lien thereon.

And the Court further find that the conditions of defeasance in said mortgage have been broken and that said plaintiff is thereby entitled to have the equity of redemption of the said defendants foreclosed.

It is therefore ordered and adjudged and decreed, that unless the said Winfield S. Carpenter or Nellie Carpenter, 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 Northwestern Mutual Life Insurance Company the said sum of $2023.06 with interest thereon at the rate of six and one half per centum per annum, payable semi-annually from the first

Saturday May the 8th 1897.

day of this term, to-wit: the 19th day of April, 1897, the equity of redemption of the said defendants in said mortgaged premises shall be forever barred and foreclosed, and said premises shall be sold, and an order for sale shall issue therefor to the Sheriff of Union County, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order. 7297

And on motion and for good cause shown the advertising of said sale in a German and a Bohemian newspaper is hereby dispensed with.

All other matters herein are passed for further hearing.

The premises in the said petition described and herein above ordered to be sold are the following described premises, to-wit:

The following Real Estate, lying and being in the County of Union, and State of Ohio, and known and described as follows, viz:

Part of Virginia Military Survey No. 4812 bounded and described as follows viz: Beginning at a stone, two Sugar Trees and a hickory witnesses in the westerly line of survey and Northwesterly corner of lands owned by Henry Poling, thence with the northerly line of said Poling's land north fifty five degrees forty five minutes (55° 45') east ninety and eight one hundredths (90 8/100) poles to a stone; thence north thirty six degrees (36°) west one hundred and twenty four and forty eight one hundredths (124 48/100) poles to a stone corner of land formerly owned by Christopher Ollipkant, thence with the southerly line of said land south (55°) fifty five degrees forty five minutes, west ninety and eight one hundredths (90 8/100) poles to a stone corner of said land in the westerly line of said survey and thence with the survey line south thirty six degrees (36°) east one hundred and twenty four and forty eight one hundredths (124 48/100) poles to the place of beginning, containing seventy (70) acres, more or less.

Also part of Virginia Military Survey No. 2981, bounded and described as follows, viz: Beginning at a stone and creek in the northerly line of lands formerly owned by Edwin Wilber and southeasterly line of lands formerly owned by Sarah J. Spain, thence with the easterly line of the last mentioned land and continuing with the line of land formerly owned by G. N. Poling north thirty five degrees ten minutes (35° 10') west eighty one and twelve one hundredths (81 12/100) poles to a stone and creek southwesterly corner of land formerly owned by J. N. Shreve; thence with the southerly line of said land north fifty three degrees thirty minutes (53° 30') east forty nine and forty one hundredths (49 41/100) poles to a stone; thence south thirty five degrees ten minutes (35° 10') east eighty one and twelve one hundredths (81 12/100) poles to a stone in the northerly line of said Wilber's land and thence with said line south fifty five degrees thirty minutes (55° 30') west forty nine and forty one hundredths (49 41/100) poles to the beginning, containing twenty five (25) acres, more or less.

Also a right of way fourteen (14) feet wide from the southeasterly corner of the premises last above described running north fifty five degrees thirty minutes (55° 30') east ninety eight and eighty one hundredths (98 81/100) poles along the southerly line of land formerly owned by Mary A. Adamson to the Pottersburg and Allen Center Gravel Road. Together with the privileges and appurtenances to the same belonging, and all of the rents issues and profits which may arise or be had therefrom.= Approved, D. Dow, Judge.

Saturday May 8th 1897.

Lemuelus Piper
vs
7297 Wm Howard, Admr. &c.

Court of Common Pleas
Union County, Ohio.

This day again came the parties by their attorneys: also came the following named Jurors, to-wit: H. W. Merriott, F. D. Lowe, A. E. Finfrock, George Weaver, G. W. Sigler, O. W. Wells, John Lillie, Preston Jolley, A. S. Stamats, Joseph Dorhore, Samuel Westlake and S. L. Laughrey, 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, retired to their room in charge of the Sheriff for deliberation.

And now comes the said jury into Open Court with their verdict in writing signed by their foreman and say:

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

E. A. Finfrock. Foreman.

Saturday May 8th 1897.

7343 The Citizens Home & Savings Company vs James Welch et al } Court of Common Pleas Union County, Ohio.

And now comes the said The Citizens Home and Savings Company, Plaintiff, by John M. Bordrick its Attorney, and thereupon this cause came on to be heard upon the petition, and the said James Welch and David J. Welch, defendants, still failing to demur or answer to the said petition, the said petition is taken to be true. 7233

It is therefore considered that the plaintiff ought to recover the amount due it by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said defendants James Welch and David Welch on the contract and mortgage, in the petition mentioned and set forth, the sum of Seven Hundred and Twenty Three Dollars and Seventy Three Cents, and that it is a lien upon said premises.

It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of Seven Hundred and Twenty Three Dollars and Seventy Three cents, the sum found due as aforesaid, with $1.47 each week from and after April 19th 1897, and also its costs taxed at $ 7287

And it is further ordered and adjudged, that in case the said defendants James Welch and David J. Welch fail for three days from this date, to pay to the said plaintiff the said sum of Seven Hundred and Twenty Three Dollars and Seventy Three cents, or so aforesaid found due, with One $1.47/100 dollars for each week from and after April 19th 1897, and to the Clerk of this Court said costs aforesaid, then that an order issue to the Sheriff of said Union County, Ohio, directing him to cause the premises described in plaintiff's petition herein, to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of cost; second, in payment of the judgment so aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court. 7286

And leave is granted to all parties defendant who are lien holders herein to file Answer and Cross-petitions before the order of Confirmation and distribution herein.

7257

7389

Court adjourned until 10 oo O'Clock Tuesday morning May 11th 1897.

Tuesday May 11th 1897.

Court convened at 10.00 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

Catherine K. Pickins } Court of Common Pleas
7288 vs } Union County, Ohio.
Theadore Reynor et al }

It appearing to the Court that the real estate herein ordered to be sold under the present appraisement, and not sold for want of bidders, it is now, on motion, ordered that said appraisement be set aside, and that the Sheriff cause a re-appraisement of the same be made, and that said Sheriff of Union County, proceed to advertise and sell said premises under said new appraisement, and report his proceedings to this Court for further order.

The Detroit Confectionery } Court of Common Pleas
Ed Fruit Company. } Union County, Ohio.
7287 vs }
C. S. David }

By consent of parties this cause is continued and leave to plaintiff to file Amended petition and make the Union Banking Company party defendant.

Daggett & Co. } Court of Common Pleas,
7286 vs } Union County, Ohio.
C. S. David }

Upon motion, and by consent of parties - plaintiff granted leave to file amended petition and make the Union Banking Company party defendant, and this cause continued.

S. A. Hoskins } Court of Common Pleas,
7259 vs } Union County, Ohio.
Anthony Parish et al }

It appearing to the Court that Maria Parish has or claims to have, some lien upon or interest in the premises described in the petition, she is on motion made an additional party defendant herein.

Alma Sanders } Court of Common Pleas
7389 vs } Union County, Ohio.
William D. Sanders }

This cause is continued on motion and showing of the defendant, and at his costs of the Term.

Tuesday May 11th 1897

7268 The Citizens Home & Savings Company vs Barbara Kleiber 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, it is ordered that the said proceedings and sale be, and they hereby are approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser R. L. Nordberg, 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 for so 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 and 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 $425.00, it is ordered that the Sheriff out of the money in his hands, pay:

1st: To the Treasurer of this County, the taxes, amounting to $ 5.72

2nd: To the Clerk of this Court the costs herein amounting to $45.80.

3rd: To L. E. Wharton, the tax claim held by her amounting to $39.25.

4th: To Fredrick Kleiber the tax claim held by him amounting to $61.32.

5th: The remainder to apply on plaintiffs claim being $272.91, leaving a balance due plaintiff of $427.91 with six per cent interest from and after March 27th 1897.

7260

7341

Tuesday May 11th 1897

7371 J. A. Hall et al vs Susan A. Miller et al } Court of Common Pleas: Union County, Ohio.

This day this cause came on to be heard on the motion of the said plaintiff for leave to file supplemental entry in this case as set forth in said Motion; and the Court being fully advised in the case, doth further order and adjudge that the said Sheriff of said County, do appraise advertise and sell said premises as aforesaid, subject to the mortgage of the Northwestern Mutual Life Insurance Company of Milwaukee Wisconsin, of Six Thousand Dollars, and which mortgage is not due.

7260 S. A. Hoskins vs. George W. Stephen; Olive B. Stephen, wife of said George W. Stephen; Anthony Parish, Margaret M. Parish, wife of said Anthony Parish; O.B. Parish: W.H. Ferguson; C.P. Lemmon, and The Bank of Richwood. } 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 had in all respects in conformity to law and the orders of this Court; it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

It is further ordered that the said Sheriff convey to the purchaser, Samuel A. Hoskins, by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises, so far as they may be paid herein, for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

The Court further find that the defendant O.B. Parish, is a minor over fourteen (14) years of age: that he has been duly served with Summons in said cause, and that he failed for more than twenty (20) days after the service of said Summons to make application to this Court for the appointment of a Guardian ad litem, and that because of said failure J.E. Griffith has heretofore been appointed Guardian ad litem for said minor defendant; that the said Guardian ad litem has filed the answer and cross-petition of the said minor defendant herein, and that said minor defendant is now properly and legally before the Court, and has a valid and subsisting lien upon the fund arising from the sale of said premises, if the same should be sufficient to pay the prior liens thereon.

It is further ordered that the Clerk cause satisfaction of the plaintiffs mortgage herein sued on, and also of the mortgage of the said minor defendant, O.B. Parish, to be entered on the records thereof in the Office of the Recorder of Union County, Ohio.

Tuesday, May 11th 1897

And the Court coming now to distribute the proceeds of said sale, amounting to $2850.00, it is ordered that the Sheriff out of the money in his hands, pay-

7058 1st. To the Treasurer of this County, the taxes, penalty and interest against said property, to-wit: the sum of $19.58.

2nd. The amount of the tax title held against said premises by Geo. B. Hamilton, to-wit: the sum of $269.60.

3rd. The costs of this action, including $10.00 as a Guardian ad litem fee to J. E. Griffith, taxed in all at $58.11.

7381 4th. To the plaintiff, S. A. Hoskins, the balance of the money remaining in his hands, to-wit: the sum of $2512.81.

And there still remaining due to the said S. A. Hoskins the sum of $280.80, it is considered that he recover the same from the defendant, George W. Stepen, and execution is awarded therefor.

7337 The Court further finds that after the distribution of the proceeds of said sale as above designated, that said fund has been totally exhausted; that no part of said fund remains to apply upon the lien of any of the other defendants in this cause.

It is therefore ordered that the mortgage lien of the defendant, O. B. Parish, and the lien of whatever nature or kind claimed by the defendants, W. H. Ferguson, C. P. Lemmy, Margaret M. Parish and The Bank of Richwood, be, and the same are, hereby cancelled, set aside and made absolutely void so far as they may affect the premises described in plaintiff's petition.

Harrison R. Newcomb
7342 vs
Orlando Newcomb et al.

Court of Common Pleas.
Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same.

And it appearing that said estate 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 $700.00 for the first tract in the petition described and in the sum of $1000.00 for the second and third tracts in said petition described,

7302 The Court find the said return and proceedings in all respects correct and in conformity to law; and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take said estate at its appraised value, and there being no dower estate therein, on motion of the plaintiff it is ordered that said premises be sold at public auction on the premises, and that an order issue therefor to the Sheriff of Union County; and that said Sheriff is ordered to return his proceedings to the Court without unnecessary delay.

Tuesday May 11th 1897

7058 Edward Walz vs Wm J. Ballinger } Court of Common Pleas Union County, Ohio.

Continued for want of time to hear the same.

7381 The Incorporated Village of Marysville, Ohio. vs The Cleveland, Cincinnati & St. Louis Rail Road Company. } Court of Common Pleas, Union County Ohio.

Leave is given defendant to plead to the petition in this cause on or before the 1st day of June, 1897.

7337 A. B. Robinson vs Z. Taylor Alexander } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard and defendant came not but made default therein, and thereupon this cause came on to be heard by the Court, and was submitted to the Court upon the pleadings and evidence. And the Court being fully advised in the premises finds for the plaintiff, and that the averments of plaintiffs petition are true, and that there is due said plaintiff from the defendant by reason of the premises the sum of Five Hundred and Forty-three dollars, which sum of money is a first lien upon the Real Estate described in plaintiffs petition, and that said plaintiff should have an order of sale of said premises to pay the said lien.

It is therefore considered, ordered, adjudged and decreed by the Court that if said defendant fail for the period of ten days to pay said sum of Five Hundred and Forty three dollars and interest from April 19th 1897, that an order of sale issue in this case directing the Sheriff of said County of Union, who is appointed a special Master Commissioner for that purpose, commanding him to sell said real estate according to law as upon execution and to report his proceedings herein at the next term of this Court to which time this case is continued.

7302 John Robinson vs John T. McCullough } Court of Common Pleas Union County, Ohio.

On Motion Leave is granted plaintiff to amend his petition in 20 days from date.

Tuesday May 11th, 1897

7267	George B. Hamilton vs Newton Lindley, John T. Handley, Jennie Handley, wife of John T. Handley, Reuben Cosgill, Administrator, S. H. Israel, Alice Williams & J. W. Williams.	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 had in all respects in conformity to law and the orders of this Court; it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, George B. Hamilton, by deed according to law, the property so sold, and the said purchaser is hereby subrogated to all the rights of the said 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.

The Court further finds that the description of said premises as contained in the mortgage herein sued on, also as contained in the petition and the order of sale, is ambiguous and uncertain in this, to-wit: that it does not appear plainly whether or not the following described part of 7349
said premises "Beginning in the Center of the Marysville and Kinton Road and northeast corner of the grave-yard lot a short distance south of the Town of Somersville: thence north Seven (7) degrees east, Sixteen and Eight-tenth (16 8/10) poles to a stake in the center of said road; thence in a southwesterly direction twenty-Eight (28) poles to the center of Bokes Creek, witnessed by a stone and black walnut stump in the last-mentioned line: thence down the center of said creek, with the meandrings thereof, to John Pott's north line, four and eight tenths (4 8/10) poles to the southwest corner of said grave-yard lot; thence with the west line of said lot, eleven and one-tenth (11 1/10) poles to the northwest corner of said lot; thence east with the north line of said lot to the beginning, containing one (1) acre and Eighty-two (82) poles, more or less,"
is a tract in addition to the tract first described in said proceedings containing ninety-eight and thirty-two hundredth (98 32/100) acres, or whether the same is to be excepted from said tract and not to be covered by said proceedings or sold under the said order of the Court.

The Court finds, after hearing the evidence thereon, that the said tract containing one (1) acre and Eighty-two (82) poles was not included in the mortgage herein sued on; was not intended to be included in the petition filed by plaintiff, that it forms no part of the lands sold herein by order of the Court; and that the same was intended to be excepted from the tract first described in the mortgage herein sued on, and first described in the petition herein filed; the tract from which the same is to be excepted, being described in said proceedings as containing ninety-Eight and thirty-two hundredth (98 32/100) acres.

It is therefore ordered and directed that the Sheriff cause said

Tuesday May 11th 1897.

exception to appear plainly and with certainty in the deed which he is hereby ordered and directed to execute and deliver to the purchaser at said sale.

It is further ordered that the Clerk cause satisfaction of the mortgage given to plaintiff herein and on, also the mortgage from Newton Linsley to Reuben Cowgill, Administrator, also the mortgage given by John T. Handley to Newton Linsley, to be each 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 and Seventy-Three Dollars and Fifty cents ($2173.50), 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 Sixty-five Dollars and Seventy-seven cents ($65.77).

2nd. The costs of this action, taxed at Forty-Six Dollars and Sixteen cents ($46.16).

3rd. To the plaintiff, George B. Hamilton, the balance of the money remaining in his hands, to-wit: the sum of Two Thousand, and Sixty-one Dollars and Fifty-Seven Cents ($2061.57).

And there remaining due to the said George B. Hamilton from the said Newton Linsley the sum of $690.00, it is considered that he recover the same from the defendant Newton Linsley, and execution is awarded therefor.

Kisley V. Davis,
vs
William D. V. Moore et al } Court of Common Pleas
7349 Union County Ohio.

This cause coming on for hearing this 11th day of May, 1897, upon the petition and answer and Cross-petition of the defendant The Bank of Richwood and the Answer and Cross-petition of the defendant William D. V. Moore, the Court find that said pleadings of said defendants confess the facts and allegations of the petition to be true, and that all the other defendants herein have been duly served with summons and are in default for answer or demurrer to the petition; Therefore the Court upon due consideration find the facts stated and allegations made in the petition herein to be true, that there is now due to the plaintiff from the defendant William D. V. Moore upon the note set out in the petition the sum of Four Hundred and Eighty Four Dollars & Ten cents.

It is therefore considered that the plaintiff recover from the said defendant William D. V. Moore the said sum of $484.10, with eight per cent interest thereon from this date until paid.

The Court further find that in order to secure the payment of said note the said defendant William D. V. Moore and his wife, the defendant Malissa J. Moore, executed and delivered to plaintiff their mortgage deed as in the petition alleged and upon the premises in said petition described; that said mortgage was duly filed for record as alleged in the petition, and is the first and best lien upon said premises described in the petition.

The Court further find that the conditions of defeasance in said mortgage has been broken, and that the plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants pay or cause to be paid, to the Clerk of this Court the costs in this case, and to the plaintiff the amount with interest hereinbefore 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.

Court adjourned until 9 o'clock tomorrow morning

Wednesday May 12th 1897

Court convened at 9 o'clock A. M. Pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7303

Milo Kimball et al
vs
Jacob Schmuck and
Mary Schmuck

7352

Court of Common Pleas.
Union County, Ohio.

This cause now coming on for hearing, was submitted to the Court on the pleadings and the evidence, and on consideration thereof, the Court find on the issue joined for the plaintiff, and that there is due the plaintiff from the defendants Jacob Schmuck and Mary Schmuck on the promissory notes, with interest at eight per cent from the first day of this term, April 19th 1897, the sum of Nineteen hundred and thirty nine & 91/100 Dollars.

The Court further find, that in order to secure the payment of said notes, the defendant Jacob Schmuck and Mary Schmuck, his wife, executed and delivered to Simon D Kimball during his life time their certain Mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book 25 page 191 of the Records of Mortgages of Union County Ohio, and is a good and valid lien on the premises described in the petition; and that the conditions in said Mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of Nineteen Hundred and Thirty Nine & 91/100 Dollars and his costs herein expended.

And it is further adjudged and decreed that unless the defendants Jacob Schmuck and Mary Schmuck shall within four 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 with interest from the 19th day of April, 1897, at eight per cent, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Wednesday May 12th 1897

Mary E. Cameron
vs.
James Cameron
7303

Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff, by Porter & Porter her attorneys, and the defendant having been legally summoned by publication, 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 willful absence for three years, 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 Mary E. Cameron and James Cameron 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 child, to-wit: Lemuel Cameron of the said parties hereto be, until the further order, confided to the said Mary E. Cameron, and the said James Cameron is hereby enjoined from interfering in any manner with said child, or with said Mary E. Cameron in the custody, care, education and nurture of him until further order of this Court.

It is further considered by the Court that the said Mary E. Cameron recover from said James Cameron costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Wednesday May 12th 1897

7290

6325

7334

7367

Court adjourned until 9 o'clock tomorrow morning.

Thursday May 13th 1897

Court convened at 9 o'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7290 Maggie M. Bell vs Patrick Smith et al } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard upon the motion of defendant to require the plaintiff to give security for costs herein, & the same having been heard upon affidavits filed and argued by counsel, the Court finds that the said Maggie M. Bell, plaintiff is in fact a resident of said Union Co. O. and therefore the said motion is overruled

6325 Kilbourn Jones & Co. vs A. B. Gabriel } Court of Common Pleas Union County, Ohio.

It appearing to the Court that plaintiffs have unreasonably neglected to proceed in this cause against the defendant, it is ordered that this cause be dismissed at plaintiffs costs and for which execution is awarded.

Approved,
D. Dow, Judge.

7334 The Bank of Richwood vs A. Cameron Ed F. J. Arthur, Admr. } Court of Common Pleas Union County, Ohio

This cause coming on for hearing upon the motion of the defendant F. J. Arthur as Administrator, to require the plaintiff to make more definite and certain, was heard upon the pleadings and argument of Counsel.

Whereupon the Court find that the petition is sufficient, and overrule the motion and gave the defendant F. J. Arthur administrator as aforesaid until Sept. 1, 1897, in which to file Answer.

7367 Frank O. Penny vs The Village of Richwood } Court of Common Pleas Union County, Ohio.

Leave granted upon motion of plaintiff to file petition in error.

Thursday May 13th 1897

7189 Peter Hymgar vs E.V. Copperstone — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant herein to require the plaintiff to give security for the costs herein on the ground that he is a non resident, and having been heard by the Court on affidavits filed and argued by counsel, the Court finds that the plaintiff is a resident of said County of Union and State of Ohio, and overrules the motion of the defendant herein.

7323 Clarence Legg vs Thomas Gibson — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard on motion of the defendant to require plaintiff to give security for costs in the above action, the Court having on the 20th day of April given the plaintiff leave to secure costs within 20 days and he failing to do same, the Court now requires that security be given within 15 days from this date.

It is therefore ordered that the plaintiff give security for costs in the above cause within 15 days from this date and on failure to do same it shall stand dismissed without prejudice to a new action

May 11th 1897.

7071 Gaar Scott & Co vs Isaac J. Sparks et al — Court of Common Pleas, Union County Ohio.

On motion and notice to the defendants herein, the plaintiff herein now, by leave of the Court files a Supplemental petition in this case.

7071 Gaar Scott & Co vs Isaac J. Sparks et al — Court of Common Pleas, Union County, Ohio.

On Motion of the plaintiff, and it appearing to the Court, that Holly O. Brake is one of five heirs who have been made defendants herein and is a minor over the age of 14 years, it is ordered that T.A. Thompson, attorney at law of this Court be and he is hereby appointed guardian ad-litem of the said Holly O. Brake; and the said T.A. Thompson appeared in open Court and accepted the appointment.

Thursday May 13th 1897

Isaac Scott etc
vs
7071 Isaac J. Sparks et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard on the motion of the heirs of Michael J. Brake, to-wit, A. L. Brake Clinton V Brake William M. Brake, Amy B. Brake, Moore, and Holly O. Brake to set aside the sale of the lands heretofore made therein, and was argued by Counsel - upon consideration whereof the Court overrules said motion to which ruling, decision and judgment the defendants except.

The Union Banking Co.
vs
7195 Isaac J. Sparks et al

Court of Common Pleas
Union County, Ohio.

On motion, and notice having been given to the defendants, herein, the plaintiff herein, now by leave of Court files a Supplemental petition in this case.

Susan M. Richardson, Admr.
of the estate of William M. Smith
vs
7088 Almira D. Shirk et al

Court of Common Pleas
Union County, Ohio.

This cause came on this day for hearing, pro submitted to the Court upon the pleadings and the evidence, the Court find that the said defendants were duly served with Summons, 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 the Court finds that there is due the said plaintiff from the said defendants, the said Almira D. Shirk and the said S. W. Shirk the sum of $376.00 = It is therefore considered by the Court that the said plaintiff recover from the said defendants, the said sum of $376.00 and her costs herein expended, taxed at $

The Court further find that in order to secure the payment of said promissory note set forth in said petition, the said defendants, Almira D. Shirk and S. W. Shirk, duly executed and delivered to the said W. W. Merchant, Guardian of the said William M. Smith, their certain deed of Mortgage, as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Vol. 26 page 316 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 have been broken.

It is therefore considered by the Court that the plaintiff recover from the said defendants, the sum of $376.00 and her costs herein expended. And it is further adjudged and decreed that unless the said defendants, Almira D. Shirk and S. W. Shirk shall within five day from the entry of this decree, pay 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 13th day of May, 1897, the defendants' equity of redemption be foreclosed, and that 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 the said premises, as upon execution, and report his proceedings to this Court for further order.

Court adjourned until 9 o'clock tomorrow morning

Friday May 14th 1897

Court convened at 9 o'clock A. M. pursuant to adjournment.

Present Hon. Duncan Dow, Judge.
Court of Common Pleas
Union County, Ohio.

7336 In the Matter of the Guardianship of Mary Turner, an Imbecile,
vs.
Anna McAllister, Guardian &c.

This day this cause came on for hearing on the motion of plaintiff to dismiss the appeal of the defendant, and the Court being fully advised in the premises do sustain said motion.

It is therefore ordered, adjudged by the Court that said appeal stand dismissed and that said plaintiff recover the cost of this appeal taxed at $

It is further ordered by the Court that the Clerk of this Court issue a mandate returning this cause to the Probate Court of this County for further proceeding in pursuance of the order of said Court.

State of Ohio, Court of Common Pleas, Union County, Ohio,
940 vs. Indictment "for improper exposure of person".
Jacob Elliott

This day the defendant being in open Court, this cause is continued until the next term of this Court by agreement.

State of Ohio Court of Common Pleas Union County, Ohio,
941 vs. Indictment for "Cutting with intent to wound"
Henry Schroeder

This day this defendant being in open Court, the case is continued until the next term of this Court, by agreement.

Friday May 14th 1897

7368 J. W. Carr vs J. L. Felkner } Court of Common Pleas Union County, Ohio.

This day came the plaintiff by Porter & Porter his attorneys and filed his petition against said defendant, and thereupon James B. Cole 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 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 Five hundred and five and 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 J. W. Carr plaintiff does recover of the said J. L. Felkner defendant the sum of Five hundred and Five and 69/100 Dollars, or confessed as aforesaid, with interest from May 13th 1897 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.

Friday May 14th 1897.

William Drumm, Guardian of the person and estate of Virgil Marshall, a minor.
vs.
7305 Simon Staley et al

Court of Common Pleas
Union County, Ohio.

7312

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same.

And it appearing from said report that said estate could not be divided by metes and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at Three Thousand Four Hundred and Forty Eight Dollars and Fifty Cents ($3448.50), 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 defendant Simon Staley has elected to take the said premises at their appraised value, it is ordered by the Court, on good cause shown, that the proportions thereof due to the other parties be paid in cash, and that upon said Simon Staley paying the same, together with his proportion (thirty eight forty eighths) of the costs of this case, including a counsel fee of Seventy Five Dollars, to Crow and Durbin, for their services herein, amounting in all to Ninety Seven Dollars and Eighty Two Cents ($97.82), the said estate be and it hereby is, adjudged to him; and the Sheriff is ordered thereupon to make and deliver to the said Simon Staley a deed for said premises. 7006

And the Court coming now to distribute the money so paid by said Simon Staley to the Sheriff of this County, it is ordered that said Sheriff pay:

First: The costs of this action, including counsel fee amounting to Ninety Seven Dollars and Eighty Two Cents ($97.82).

Second: To the plaintiff Three Hundred and Forty Nine Dollars and Three Cents ($349.03), being the net amount due said Virgil Marshall, after deducting his proportionate share (five forty eighth) of said costs.

Third: To the defendant Bessie Marshall, Three Hundred and Forty Nine Dollars and Three Cents ($349.03), being the net amount due her after deducting her proportionate share (five forty eighth) of the costs herein.

Friday May 14th 1897

7312 The Citizens Home & Saving Company vs Robert McCorry, Assignee, et al. } Court of Common Pleas Union County, Ohio.

This day came the parties herein, and thereupon this cause came on for hearing on the pleadings and the evidence, and the same was argued by counsel and submitted to the Court: On consideration the Court find the equities of the case, on the issues joined, to be with the plaintiff, and that the plaintiff is entitled to the relief prayed for.

It is therefore ordered and decreed by the Court that the injunction heretofore granted in this action be, and the same hereby is, made perpetual.

It is further considered that the said plaintiff recover from the said defendant Robert McCorry as Assignee as aforesaid its costs herein expended taxed at $

Thereupon the said defendant Robert McCorry as Assignee for the benefit of the creditors of Louis G. English gave notice of his intention to appeal this cause to the Circuit Court.

7006 Lewis F. Erb vs Charles H. Erb et al. } Court of Common Pleas Union County, Ohio.

This cause coming on this day for hearing, was submitted to the Court upon the pleadings, evidence and arguments of Counsel; Whereupon the Court being fully advised in the premises, on consideration thereof, find for the said Lewis F. Erb and McCune Lewis and Griswold on the issues joined.

And the Court further find that the conveyance of the property in the cross-petition of Lewis F. Erb and McCune Lewis and Griswold, Except the homestead in the cross-petition of McCune Lewis and Griswold described, was made for the purpose and with the intent to hinder, delay and defraud creditors in manner and form, as in the cross-petition of the said Lewis F. Erb and McCune Lewis and Griswold alleged.

It is therefore by the Court ordered, adjudged and decreed that the said deeds of conveyance from said George Erb to the said Ella Erb, his wife, for the real estate in the cross-petitions of said defendants Lewis F. Erb and McCune Lewis and Griswold, above mentioned, be, and the same are hereby set aside, declared void and to be of no force or effect in law whatever.

The Court coming now to distribute the proceeds of the sale of the interest of the said George Erb in the partition heretofore made in this case do order that payment be made:
First = Of the costs in this proceeding to set aside deeds conveying said premises to said Ella Erb, taxed to $ 6 10.
Second = To Ella Erb the value of her inchoate right of dower, which the Court finds to be $ 30 96.
Third = That the balance of the proceeds of the sale, in money and notes or both, of the interest of the said George Erb in the said real estate, be paid to Lewis F. Erb and McCune Lewis and Griswold, pro-rata, according to the amount of their several judgments

Court adjourned until 8 30 O'clock tomorrow morning.

Saturday May 15th 1897

Court convened at 8 30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7348

Thomas Hall et al } Court of Common Pleas
7364 vs } Union County, Ohio.
Jonathan Hall et al }

Upon the duly verified petition herein is ordered by the Court that the examination of said

7233

} Ella Mattis Admx. &c. } Court of Common Pleas
7310 vs } Union County, Ohio.
John M. Eirich, Admr. &c. }

It is ordered by the Court that all arguments in the answer of defendant as George E. Fry being killed be stricken from said answer; also ordered that the arguments in said answer commencing with the words "and both said parties fell" and ending with the words "against the fall" be stricken from said answer.

It is also ordered that the argument as to an action for Divorce, commencing with the words "and the plaintiff then had" and ending with the words "the said Homer Maddy" be stricken from said answer and as to the balance of said Motion the same is overruled, to all of which ruling and decision the defendant then excepted.

Saturday May 15th 1897.

7348 George B. Hamilton vs William Kinkin et al — Court of Common Pleas, Union County, Ohio.

It appearing to the Court that the claim of plaintiff herein and upon has been fully satisfied, this cause is, by agreement dismissed at the costs of Joseph J. Dickinson; said costs are taxed at $8.14, and have been paid.

7233 Catherine K. Pickins vs Uriah Cook, Guardian of Theadore Rupner et al — Court of Common Pleas, Union County, Ohio.

On Motion leave was granted to file a supplemental petition herein instanter and the same was filed.

Court adjourned until 10 30 O'clock A.M. Tuesday, May 18th 1897.

Wednesday May 19th 1897

Court convened at 1:30 O'Clock P. M. on Tuesday May 18th and adjourned (without transacting any business,) until 8:30 O'Clock Wednesday morning, at which time court convened pursuant to adjournment.

Present Hon. Duncan Dow
Judge.

7357 C. S. Chapman vs Kizziah H. Evans et al } Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing on the petition and the evidence, the Court find that all the defendants have been duly served with Summons in this case, and that they are each in default for Answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendants Kizziah H. Evans and Lewis Evans on the promissory notes set forth in the petition, with interest to the date of this decree, the sum of One Hundred and Nine Dollars.

The Court further find that in order to secure the payment of said notes, the defendants, Kizziah H. Evans and Lewis Evans her husband, executed and delivered to plaintiff, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly filed with the Recorder of Union County, Ohio, on the 6th day of December, 1896, at 2:40 O'Clock P. M. whom it became and still is a valid and subsisting first lien upon the premises in the petition described; that said mortgage was duly recorded in Book 21, page 630 of his mortgage Records, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendants Kizziah H. Evans and Lewis Evans, the said sum of One Hundred and Nine Dollars and his costs herein expended. 7356

And it is further adjudged and decreed that unless the said defendants, Kizziah H. Evans and Lewis Evans, or either of them shall pay, or cause to be paid within five days from the entry of this decree, 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 at eight per cent. from this date, the defendants, equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this court for further order.

7212 Elizabeth A. Yates vs Frank Carpenter et al } Court of Common Pleas Union County, Ohio.

This day came the plaintiff and withdrew his motion to set aside the sale made in this case; also came the defendants and paid said judgment and costs in full and redeemed said premises, and upon motion of defendants said sale is hereby set aside and held for naught; and by consent of all parties concerned a complete record of this case is waived.

Wednesday May 19th 1897

Stella Lawson
vs
Clarence Lawson
7338

Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff, by Byers & Byers, her Attorneys, 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 "Adultery" 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 Stella Lawson and Clarence Lawson be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and that the said plaintiff be restored to her maiden name of Stella Spilman.

It is further considered by the Court that the said plaintiff pay the costs of this prosecution.

Sarah Green
vs
Uriah Cook, Guardian of
Theadore Reymer and
Sarah E. Reymer
7356

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 finds that the allegations of the petition are confessed by them to be true; and that they are indebted to the plaintiff in the sum of One Hundred & Seventy Five & 30/100 Dollars ($175.30).

It is therefore considered by the Court that the said plaintiff Sarah Green recover from the defendants, Uriah Cook, as Guardian of Theadore Reymer and Sarah E. Reymer, the said sum of One Hundred and Seventy Five and 30/100 Dollars ($175.30) and her costs herein expended.

Wednesday May 19th 1897

Certificate for Pay.

Sheriff's Office, Union County, Ohio.

Marysville, Ohio, May 19th 1897.

To Hon. Duncan Dow, Judge.

The Court charges for the April Term A.D. 1897, Union County Common Pleas, are due for service rendered as follows:

Union County, Ohio.

To J. E. Robinson, Sheriff, Dr.

To serving Grand Jury venire,	$ 4.00
" " Petit " "	$ 4.00
" " Special " " May 5th	$ 4.00
" " Grand " Witnesses, 16 persons	$ 1.60
" Making 16 copies, Grand Jury Witnesses,	$ 1.60
" 94 miles travel, " " "	$ 7.52
" Mileage serving " "	$ 7.36
" " " Petit "	$ 6.80
" Calling 16 witnesses	$ .80
" Mileage serving Special venire May 5th	$ .32
" Joseph Lawrence 20 days Court Bailiff	$40.00
" Allen Haines 20 days Deputy Sheriff	$40.00
Total	$118.00

I hereby certify the above bill to be correct

J. Ed Robinson

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.

Duncan Dow

Judge of the Common Pleas Court.

Kerr et al, Plaintiff in Error } Court of Common Pleas

vs } Union County, Ohio.

Abram Kerr, Defendant in Error }

This cause came on for hearing upon the petition in Error and the transcript of proceedings and judgment of F. P. Cratty a Justice of the Peace for this said County, on consideration whereof the Court finds that there is no error in said proceeding and judgment and the said judgment is affirmed at the costs of the plaintiff in error, Taxed at $

It is further ordered that the said judgment be carried into effect in the same manner as if rendered in this Court, and execution is awarded therefor, as well as for costs herein.

Approved

D. Dow

Wednesday May 19th 1897

7188 James C. Martin vs John Hudson — Court of Common Pleas, Union County, Ohio.

Upon the trial and hearing of this cause the Court was requested by the plaintiff in its finding and judgment in this cause and with a view of excepting to the decision of the Court upon the questions of law involved in the trial; to state in writing its conclusions of fact found separately from the conclusions of law in the trial herein.

7313 A. J. Kilson Exect. &c. vs Adam Snider et al. — Court of Common Pleas, Union County, Ohio.

It appearing to the Court that Adam Snider and Chas. N. Snider Executors of the estate of Philip Snider deceased, claim an interest in this case, they are on motion made parties defendants herein and granted leave to file Answer and Cross-petition herein.

7361 Peter Hauser vs Grace Williams — Court of Common Pleas, Union County, Ohio.

This cause came on for hearing upon the petition in Error, and the transcript of the proceedings and judgment of D. E. Thornton, a Justice of the Peace of Union 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, set aside and held for naught, at the cost of the defendant in error, and execution is awarded therefor; to all of which the defendant in error then and there excepted.

7251 William Jolliff Executor vs George W. Jolliff et al — Court of Common Pleas, Union County, Ohio.

This cause came on for hearing on the motion to set aside the appraisement and for new appraisement herein; And 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, the said appraisement is hereby set aside, and it is ordered that a new one be made herein.

Wednesday May 19th 1897.

Theodore Reynor by Miah Cook, Guardian vs Amy S. Bell et al } Court of Common Pleas Union County, Ohio.

7340

The Court in the above case find, that Theodore Reynor at the time of the execution of the deed to Amy S. Bell was not compos mentis and incompetent to convey the lands in the petition described, situate in Union County.

That undue advantage was taken of him by the defendant Howard E. Bell in procuring such deed to be made to the defendant Amy S. Bell.

That said Reynor did not receive an adequate consideration for such conveyance, nor the transaction fair and reasonable, and that said deed was fraudulently procured.

Under the holding of the Supreme Court of Ohio in the case of Hosler vs Beard 54 O. S. 398 and the authorities therein & elsewhere cited, it is ordered that the prayer of the plaintiff Amended petition be granted and a decree entered accordingly. Appeal Bond fixed at $300.00

Judgment against Amy S. Bell and Howard E. Bell for costs.

D. Dow
Judge.

P.S. Leave will be given A.B. Shutters to amend his answer and ask for an injunction restraining Amy S. Bell and Howard E. Bell from selling or encumbering the O. Opie property if he so desires, and upon the hearing such order may be entered.

Dow.

Charles Linrance vs The Village of Richwood } Court of Common Pleas Union County, Ohio.

6850

This cause coming on for hearing upon the pleadings and the record and the argument of Counsel, the Court find that there was no error in the proceedings of the Court below, and the judgment of said Court is therefore affirmed.

It is therefore ordered and adjudged that the defendant The Village of Richwood recover of the plaintiff Charles Linrance the sum of $10.00 and the costs of this action and of the action in the Court below taxed at $.

Court adjourned until 10 O'clock A.M. June 21st 1897.

7323 Clarence Legg vs Thomas Gibson } Court of Common Pleas Union County, Ohio.

The plaintiff having failed for Fifteen days after the former order of this Court for the said defendant to give security for costs herein; the plaintiff having failed to comply with said order the above case is hereby dismissed without prejudice to a new action May 29th 1897.

7379 Thomas E Hazzard vs Daniel A Cross } Court of Common Pleas, Union County Ohio.

It is ordered that the Sheriff of Union County, be, and he is hereby appointed Receiver in the above case to take charge of and hold the property mentioned in the above petition until the further order of the Court.

Done at chambers, this 7th day of June 1897.

Duncan Dow

Judge of Court of Common Pleas of 3rd Sub. of 10 Judicial District of Ohio.

Monday June 21st 1897

Court convened at 10 30 O'Clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7387 C. H. Southard Ed Ella Blue
vs
J. J. Woods Ed Ruth M. Woods

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by his attorneys; also appeared in open Court, for and on behalf of said defendants J. A. Kinkade an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs, for One Hundred and Thirty Seven dollars and Seventy 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. 7330

It is therefore considered that said plaintiff recover of said defendants the sum of One hundred and thirty Seven and Seventy five cents, being the amount of said note with interest computed at 8% per annum, from the 16th day of March A.D. 1897, and also their costs herein expended, taxed at $ 7309

7385 The Marysville Lumber Co.
vs
C. K. Somers Ed
Richard P. Holland

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. F. Millar, an Attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred and Twenty Two Dollars and Fourteen 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. 7073

It is therefore considered that said plaintiff recover of said defendants the sum of One Hundred Twenty Two Dollars and Fourteen cents, being the amount of said note with interest computed at 8 per cent per annum, from the 21st day of October A.D. 1895; and also its costs herein expended, taxed at $

June 21st 1897

7021 J. N. Robinson vs Barnett Sauerman et als. } Court of Common Pleas Union County Ohio.

This day came on this cause for further hearing, and it appearing that the Clerk of the Court had by mistake omitted from the Cost-Bill $18.25 the printers fees for the original notice to defendants.

It is ordered that he retax the costs adding thereto $18.25, and that the same be paid by the parties according to their interests in the land.

And it further appearing that Minnie R. Sherman is the Guardian of her two children, it is ordered that the costs and two notes due her and her two children be paid to her.

7330 Joseph E. Smart vs Austin E. Sprague et al } Court of Common Pleas Union County Ohio.

Now comes the plaintiff and dismisses this action at his own costs without prejudice (No Record)

7309 George C. Tenney vs Michael Leonard et al } Court of Common Pleas Union County Ohio.

It appearing to the Court that A. C. Johnson claims to hold a lien on the premises described in plaintiff's petition herein, and that he is a necessary to the complete settlement of all matters involved in this action, the said A. C. Johnson is therefore on the application of plaintiff, made a party defendant hereto; and it is ordered that process issue for him.

7073 Elmwood Cowtright vs L. J. Taylor et als } Court of Common Pleas, Union County, Ohio.

On motion of the defendant and Cross-petitioner, the Connecticut Mutual Life Insurance Company, and on producing the return of the Sheriff of the sale made under the former order of this Court; and the Court 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, Clara M. Blomer 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 her title, and a writ of possession is awarded to put said purchaser in

June 21st 1897

premises of said premises.

It is further ordered that the Clerk cause satisfaction of the Mortgage of the Connecticut Mutual Life Insurance Company herein, and on to be entered on the record thereof, in the office of the Recorders of Union and Delaware Counties, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to $3120.00, it is ordered that the Sheriff out of the money in his hands pay.

First= To the Treasurer of this County, the taxes, penalty and interest against said property to-wit, the sum of $

Secondly= The costs of this action $

Thirdly= To the Cross-Petitioner the Connecticut Mutual Life Insurance Company the amount heretofore found due said Cross-Petitioner with 8% interest thereon ~~from~~ April 19th 1897, to-wit $2545.60 and that the said Sheriff hold the balance of the said purchase money subject to the further order of this Court, And by leave of this Court leave to plead within 30 days is granted to E. J. Briggs and also to George Beecher, and thereupon this cause is continued for further order.

Approved

D. Dow, Judge.

7233

7115

6924 Anna E. Perry vs Edward E. Perry } Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and the defendant having been duly served with Summons and Copy of the original and amended petition, and having withdrawn his Answer to the original petition and failed to Answer or demurrer to the petition as amended the Court find him in default for answer or demurrer to said petition and amended petition, and that the allegations thereof are composed by him to be true.

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

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty in failing to provide for plaintiff and their children.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Fifty Dollars within 30 days from the Entry hereof, and the further sum of $50.00 each and every year thereafter until $500.00 in all shall have been paid, and in default of any such payment for three days, Execution is allowed to issue therefor.

It is further considered by the Court that the said defendant pay the costs of this proceeding and Execution is awarded

7329

June 21st 1897.

7233 Catherine K. Pickins vs Theadore Rygner et al } Court of Common Pleas Union County, Ohio.

On motion Sarah Gruen is made a party defendant in this action, and leave is granted her to file answer and Cross-petition in this cause

7115 Aaron B. Robinson vs Ellen V. Hutchinson et al } Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing on the amended Cross-Petition of Abel J. Wilson, Executor of the estate of W. A. Robertson, deceased, and the evidence; the Court find that the defendant, Elizabeth Coder, has been duly served with summons in this case on said amended Cross-petition, and that she is in default for answer and demurrer, and that the allegations of said Amended Cross petition are hereby confessed by her to be true; and that there is due said Abel J. Wilson as such Executor, from the defendant, Elizabeth Coder, on the promissory note set forth in said amended Cross-petition, with interest to this day, the sum of Two Hundred and Seventy-Two & 75/100 ($272 75) Dollars, with interest at Eight per cent from April 19th, 1897, after deducting Seven Hundred and Thirty-six & 03/100 ($736 03) Dollars heretofore paid said Executor by the Sheriff upon distribution of the proceeds of the sale heretofore made in this case.

It is therefore considered by the Court that the said Abel J. Wilson as such executor recover from said defendant, Elizabeth Coder the said sum of $272 75, with interest at 8 per cent from the 19th day of April, 1897, and his costs herein expended, and execution is awarded against the said Elizabeth Coder therefor.

Approved,
C. E. Griffith, Atty. for Abel J. Wilson, Et.

7329 C. S. Chapman vs Anna B. Lowe 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 proceeding of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that 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 H. C. Merchant, by deed, according to law, the property so sold, and the said purchaser is hereby subrogated to all rights of the said lien-holders, in said premises, so far as

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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 in the Clerks Office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to $956.00, it is ordered that the Sheriff out of the money in his hands, pay:

First. The taxes, penalty and interest on the same, to the Treasurer of said County, to-wit, the sum of $14.96.

Secondly: The costs in this case, taxed at $48.50.

Thirdly: To the plaintiff C. S. Chapman, the balance of said money remaining in his hands, to-wit, the sum of $886.53, to apply as a credit upon his judgment against the said defendants.

And there still remaining due to the said C. S. Chapman the sum of $36.47, it is considered that he recover the same from the defendants, Anna B. Love and Levi Love, and execution is awarded therefor.

7313

7349 Wesley W. Davis vs Wm D. W. Morris 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 orders of this Court, it is ordered that said proceedings and sale be, and they hereby are, approved and confirmed.

And it is further ordered that said Sheriff convey to the purchaser, H. E. 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, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

Upon further consideration the Court find that there is owing to the defendant, The Bank of Richwood, upon its note and Mortgage set out in its Answer and Cross-petition herein the sum of $154.95; and that said claim is a valid lien upon said premises, now transferred to the proceeds of the sale thereof, not in priority to plaintiffs claim herein heretofore found due him.

The Court further find that there is owing to the defendant, Wm D. W. Morris, upon his note and mortgage set out in his answer and Cross-petition herein filed the sum of $300.00, and that his said claim was a valid and subsisting lien upon said premises, now transferred to the proceeds of the sale thereof,

June 21st 1897.

not entitled to be paid after plaintiffs claim and the claim hereinbefore found owing to the defendant, The Bank of Richwood.

And the Court coming now to distribute the proceeds of said sale, amounting to Eight Hundred and Five Dollars, it is ordered that the Sheriff, out of the money in his hands, pay:

First. The costs of this action, taxed at $55.34.

Secondly: The taxes and assessments upon said premises, together with any interest or penalty thereon, amounting to $6.17.

Thirdly: To the plaintiff herein the amount of his claim heretofore found due him, with interest, amounting to $488.40.

Fourthly: To the defendant, The Bank of Richwood, the amount of its claim hereinbefore found owing to it, to-wit, the sum of $154.95.

Fifthly: To the defendant, Wm D. W. Moore, the balance of the money remaining in his hands, to-wit, the sum of $100.14, to be applied as a credit upon the amount hereinbefore found to be owing to him.

A. J. Wilson, Executor &c.
vs
Abraham Dever et al
7313

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 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, Williams & Bell, 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 and one 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 $, 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 $33.45.

Secondly: The costs of this action, taxed at $

Thirdly: To the plaintiff A. J. Wilson, Executor of Joseph Rogers, deceased, the amount heretofore found due him, with interest, to wit, the sum of Five Hundred and Eighty & 96/100 ($580.96) Dollars.

Fourthly: To Adam and Charles W. Snider, Executors of the estate of Philip Snider, deceased, the amount asked for in their answer and cross-petition herein, to-wit, the sum of $ 56.00.

Fifthly: To the defendant Abraham Dever, the balance of

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the money remaining in his hands, to-wit the sum $8

M. M. Shipley et al
vs
Ely Cameron et al

7102

Court of Common Pleas
Wayne County, Ohio.

This cause coming on for hearing this 21st day of June, A. D. 1897, upon the motion of the plaintiffs asking that the Court appoint a receiver of the assets and effects of the corporation heretofore known as the Richmond Co-operative Dairy Association Company, dissolved by this action, to succeed Milton M. Shipley, deceased, who was the duly appointed and acting receiver of said dissolved corporation, the Court, upon satisfactory proof of the decease of said former receiver, do hereby order that Denis F. Parsons be, and he hereby is, appointed receiver of the estate and effects of said dissolved 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 money if any remaining in his hands.

It is further ordered that said receiver before entering upon the duties of his said office, give bond in the sum of Five Thousand Dollars, conditioned according to law, with sureties to the approval of this Court. 2663

And now thereupon came the said Denis F. Parsons and presented his bond as aforesaid, with John Blair and Jacob L. Hom as sureties thereon to the approval of the Court.

Upon further consideration of this cause upon the presentation to the Court of the report of the appraisement of the estate and assets of said dissolved corporation made under a former order of this Court, the Court find the same to be in due form, and said proceedings to have been had and performed in all respects in conformity to law and the order of the Court, and the same is hereby approved and confirmed.

Frank Chance, Guardian of Clarence D. Lindsbeck
vs
Clara M. McElroy et al M. M. McElroy

7159

Court of Common Pleas
Wayne County, Ohio.

This day this cause came on to be heard on the motion of the plaintiff to confirm the sale of the real estate in the plaintiff's petition described made by the Sheriff of this County on the 7th day of November, A. D. 1896. under and pursuant to an order of sale issued herein and dated the 6th day of October A. D. 1896.

June 21st 1897.

And this Court having carefully examined the proceedings of said Sheriff, and being satisfied that said sale was, in all respects, regular and legally made, does hereby approve and confirm the same, and the Sheriff of this County is hereby ordered to execute and deliver to Frank Chance, Guardian of Clarence D. Loudenback, the purchaser at said sale of the real estate so sold, a deed in fee simple therefor;

And it is also hereby further ordered, adjudged and decreed by the Court that out of the proceeds arising from the sale of said real estate, the Sheriff of this County pay:

First: The taxes which were a lien upon said real estate, as of the date of sale thereof, the sum of $22.38.

Second: The costs herein taxed at $41.96.

Third: To the plaintiff, in satisfaction of the judgment rendered in his favor herein, the sum of $655.92, and the residue of said proceeds, amounting to $282.42 to the plaintiff Frank Chance Guardian of Clarence D. Loudenback, to be by said plaintiff applied as a credit upon the promissory note set out and described in the plaintiffs second cause of action in the said plaintiff's petition herein set out, and on application of plaintiff this cause is continued.

Approved

Duncan Dow. Judge.

J. L. Cameron
vs
James Carter } Court of Common Pleas
2663 Union County, Ohio.

Now comes the said plaintiff, and the conditional order of revivor herein having been duly ~~served~~ upon the said defendant upon the 14th day of May 1897, and the said judgment still remaining unsatisfied, and no cause being shown why it should not be revived:

It is therefore ordered that the said judgment to-wit, rendered on the 12th day of March 1878, for the sum of $85.50 by Henry J. King a Justice of the Peace, and of which judgment a transcript was duly filed with the Clerk of this Court on the 28th day of March 1878, and the same entered upon the Execution Lien Docket K. on page 2663 of the execution dockets and records of this Court, stand revived for the said sum of $85.50 and costs $2.15 and interest from the said 12th day of March 1878; and Execution is allowed to issue accordingly also for the costs in this behalf expended.

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Anna E. Perry
6924 vs
Edward C. Perry

Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff, and the defendant having been duly served with Summons and copy of the original and amended Petition, and having withdrawn his Answer to the original petition and failed to Answer or demurrer to the petition as amended, the Court find him in default for answer or demurrer to said petition and amended 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 his petition and amended petition had been a resident of the State of Ohio, for one year last preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty in failing to provide for plaintiff and their children, and abandonment of his family, 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 E. Perry and Edward C. Perry 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 control and education of the said children of the parties hereto be, until further order confided to the said Anna E. Perry exclusively - and the said Edward C. Perry is hereby enjoined from interfering in any manner with either of said children or with the said Anna E. Perry in her custody of them, but it is hereby ordered that said Edward C. Perry have the privilege of visiting said children twice each week on Tuesdays and Fridays between the hours of 3 & 5 O'clock P. M. and any violation of said privilege by either party may be reported to this Court. 7386

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Fifty Dollars within 30 days from the entry hereof, and the further sums of $50.00 each and every year thereafter until $500.00 in all shall have been paid; and in default of any such payment for three days execution is allowed to issue therefor.

It is further considered by the Court that the said defendant pay the costs of this prosecution and execution is awarded.

Frank Chance, Guardian of
Clarence D. Lindenback
7206 vs
Henry C. Lindenback and
Maud C. Lindenback

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the plaintiff's petition, on consideration whereof and it appearing to the Court that the defendants herein hath been duly notified, as required by law, of the pendency and demand of said petition; and also that

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the plaintiff's ward, Clarence D. Loudenback, hath a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made, it is ordered that by the oaths of Jonas C. Cline, Orlando Calvin and Lawrence Gray, judicious, disinterested free holders of the vicinity, partition be made of said lands in the following proportions, to-wit:

First: To the plaintiff's said ward, Clarence D. Loudenback, one equal third part thereof.

Second: To the defendant, Harry C. Loudenback, one equal third part thereof.

Third: To the defendant, Maud C. Loudenback, one equal third part thereof.

And it is further ordered by the Court that in the event said Commissioners find that partition of said lands cannot be made without manifest injury to the value thereof, they appraise the same at their true value in money.

And it is also further ordered that a writ of partition issue herein to the Sheriff of this County commanding him to cause said partition or appraisement to be made accordingly.

Carl Bauer, Plff. in Error vs The State of Ohio, Defl. in Error	}	Court of Common Pleas Wayne County, Ohio.
7386		

Upon motion to the Court, and good cause being shown therefor, it is ordered that execution of the sentence of the Mayor of the Village of Richwood, Ohio, in said prosecution mentioned in the petition in error herein, wherein the State of Ohio was complainant and the plaintiff in error herein, Carl Bauer, was defendant, is hereby suspended until the further order of this Court, upon the said plaintiff in error entering into a recognizance in the sum of $100.00, to the satisfaction of the said Mayor of the Village of Richwood, Ohio, conditioned that the said plaintiff in error will prosecute his petition in error herein to effect, and surrender himself to the custody of the Marshall of the said Village of Richwood in case the judgment against him be not reversed, or a new trial ordered.

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Harrison R. Newcomb
7342 vs
Orlando Newcomb et al

Court of Common Pleas
Union County, Ohio.

7044

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed; and the said Sheriff is ordered by deed duly executed to convey said first described premises in the petition herein to the purchaser Sue E. McIlroy, and said second and third described tracts in said petition, to the purchaser, William Howard.

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

First: To the treasurer of Union County, $3.94, being the taxes and penalty due on the first described tract, and to the treasurer of said Union County $2.94, being the taxes and penalty due on the second and third described tracts.

Secondly: To the Clerk of this Court the costs of this action, including a Counsel fee of $46.90 to John M. Bruech for his services herein, taxed at $104.35.

Thirdly: And of the residue of the proceeds of said sale, to the 7188
plaintiff, Harrison R Newcomb 1/10 of the proceeds of the first tract & 1/20 of the proceeds of the 2nd 3rd tracts $81.50.
To Orlando Newcomb 1/10 of the proceeds of the 1st tract & 1/20 of the proceeds of the 2nd & 3rd tracts $81.50
" Orella Yates 1/10 of the proceeds of the 1st tract & 1/20 of the proceeds of the 2nd & 3rd tracts $81.50
" Orrin Newcomb 1/10 of the proceeds of the 1st tract & 1/20 of the proceeds of the 2nd & 3rd tracts $81.50
" Orlo Newcomb 1/10 of the proceeds of the 1st tract & 1/20 of the proceeds of the 2nd & 3rd tracts $81.50
" Ozra R. Newcomb 1/10 of the proceeds of the 1st tract & 1/20 of the proceeds of the 2nd & 3rd tracts $81.50
" Orlo M. Painter 1/10 of the proceeds of the 1st tract & 1/20 of the proceeds of the 2nd & 3rd tracts $81.50
" Nelson O. Newcomb 1/20 of the proceeds of the 1st tract & 1/40 of the proceeds of the 2nd & 3rd tracts $40.75
" Neri Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Wallace E. Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Andrew B. Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Susie V. Freeman 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" George A. Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Gertrude V. Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Emeline Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Frank E. Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Eliza Newcomb McCall 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Charles R. Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Ernest L. Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" George W. Newcomb 1/60 of the proceeds of the 1st tract & 1/120 of the proceeds of the 2nd & 3rd tracts $13.59
" Mable Flora Thompson 1/100 of the proceeds of the 1st tract & 1/200 of the proceeds of the 2nd & 3rd tracts $8.14
" Lucy Maud Verity 1/100 of the proceeds of the 1st tract & 1/200 of the proceeds of the 2nd & 3rd tracts $8.14
" Edmund M. Sealand 1/100 of the proceeds of the 1st tract & 1/200 of the proceeds of the 2nd & 3rd tracts $8.14
" Frank N. Sealand 1/100 of the proceeds of the 1st tract & 1/200 of the proceeds of the 2nd & 3rd tracts $8.14
" Orlen W. Sealand 1/100 of the proceeds of the 1st tract & 1/200 of the proceeds of the 2nd & 3rd tracts $8.14
" William Howard 1/2 of the 2nd & 3rd tracts $303.74.

June 21st 1897

7044 Mike A. Nipgen & Co. vs William Weber et al — Court of Common Pleas, Union County Ohio.

This day this cause came on for hearing on motion of the defendant Charles Braun as Administrator of Christian W. Weber deceased, for an order to sell the premises herein described remaining unsold, and it appearing to the Court that said Administrator is unable to sell said premises at private sale. It is ordered by the Court that said Charles Braun as Administrator of the estate of said Christian W. Weber be, and he hereby is, authorized and empowered to advertise and sell said premises at public auction at the north door of the Court House under the appraisement theretofore made herein, by the Sheriff on order of sale, on the following terms viz; One Third in hand on day of sale; One Third in one year and One Third in two years; the deferred payments to bear interest at Six per cent per annum, and be secured by mortgage on the premises.

7188 James C. Martin vs John Hudson — Court of Common Pleas, Union County, Ohio.

The Court on the request of the plaintiff, with the view on the part of the plaintiff, of excepting to the decision of the Court upon the questions of law involved in the trial of this case, states in writing its conclusions of fact found, separately from its conclusions of law, as follows:

1. The Court find that on the 28th day of April, 1881, the defendant and one A. J. Taylor plaintiff's grantor, were tenants in common of the following tract of land, each owning one undivided One half thereof in fee simple, in the County of Union, and State of Ohio, - Part of Survey No. 5586, on the waters of Bokes-Creek, and bounded & described as follows, to-wit; Beginning at a beech an Ironwood, Southeast corner of said Survey; Thence N. 83 deg. W. 70 poles to a stake; Thence N. 7 deg. E. 140 poles to a stake on the Back line; Thence S. 83 deg. E. 70 poles to an Elm & Burr Oak; Thence S. 7 deg. W. 140 poles to the beginning, containing 61 acres of land.

That by agreement between defendant and said Taylor, they caused to be surveyed off the east side thereof, on said 28th day of April, 1881, - 30½ acres for said A. J. Taylor.

That plaintiff was present, and assisted in making such survey by carrying chain.

That immediately after said survey the defendant and said Taylor built a partition fence on the line dividing said 61 acre tract.

That on the 22nd day of August 1884, the defendant conveyed to said Taylor, by quit claim deed the East One half of said 61 acre tract above described, describing same by the same metes and bounds as above given, and on same day said Taylor conveyed to said defendant by quit claim deed the west half of said 61 acres with same boundary;

And on the said August 22nd, 1884, said Taylor deeded to plaintiff said East one half of said 61 acres tract by Warranty deed, giving said description as above of said 61 acres.

That ever since said 30½ acres was surveyed off to said A. J. Taylor, and until the beginning of this action, said division line has been recognized as the true line.

Said Taylor understanding and believing that it was the

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June 21st 1897

true line dividing said 61 acre tract in equal parts.

That on the 6th day of May 1839, Alexander McKonkey was the owner of a tract of 122 acres in said survey, conveyed to him by metes and bounds as follows;

Beginning at a sugar tree and beech, original south line of F. Frazier's survey, and corner to a lot sold to James Manchester; thence, N. 7 deg. E. 140 poles to a beech: thence S. 83 deg. E. 140 poles to an Elm & Burr-oak: thence S. 7 deg. W. 140 poles to a beech and dogwood in said Frazer's line; and original line of said Survey No. 5586; thence N. 83 deg. W. 140 poles to the beginning, containing 122 acres.

That on said last mentioned date (May 6th 1839) McKonkey conveyed to Mrilla Cameron 61 acres off the east side of said 122 acre tract; it being the same 61 acre tract above described; and on February 14th 1844, McKonkey conveyed the balance of said 122 acres to J. B. Haynes, which last mentioned deed described the whole of the whole of said 122 acre tract, excluding as follows "the part hereby conveyed is the west one half (1/2) of the aforesaid described tract, to contain 61 acres, and more if any there be after laying off 61 acres off the east side of the above described tract of 122 acres.

That on the 4th of April 1847, said Haynes conveyed all his interest in said 122 acre tract to Benjamine Hudson, the father of the defendant, who is now the owner thereof by descent and purchase.

On the said 28th day of April 1881, the defendant being the owner of all of said tract of 122 acres, excepting said 61 acre tract off the east side thereof, and owning jointly with said Taylor, said 61 acre tract in equal shares, in the division thereof said Taylor took the east half thereof, and the defendant the west part lying adjoining his other tract.

The deeds from Hudson to Taylor, and Taylor to Hudson being made as aforesaid on August 22nd 1884,

That shortly before bringing this action, the plaintiff caused a survey to be made of said 61 acre tract, by Mr. Harvey the County Surveyor, who ran a line dividing said 61 acres in equal parts.

Said surveyor found that in fact there were 63 & 2/5 acres therein, instead of 61 acres only, and that the defendant was in the occupancy of all of said 61 acre tract excepting the 30 1/2 acres off the said east side thereof; and I find the fact to be that, said Taylor had 1 & 1/5 acres less than the east one half of said 61 acre tract, and that said Hudson had 1 & 1/5 acres more than the west one half of said 61 acre tract according to said survey of said Harvey, and that said Hudson had the same in possession and occupancy since the year 1881, and that this strip of one and one fifth acres is the amount sought to be recovered by the plaintiff of the defendant in this action.

A copy of the plat introduced in evidence, made by the surveyor of said disputed strip is hereto attached, marked "C" and made a part of this finding; said disputed strip being between the letters "A & B" on said plat.

The Court further find the fact to be, that both plaintiff and defendant claim title from the same source, to-wit; under and through the said Mrilla Cameron.

On the above facts the Court finds against the plaintiff, and for the defendant.

Duncan Dow, Judge of Court of Common Pleas.

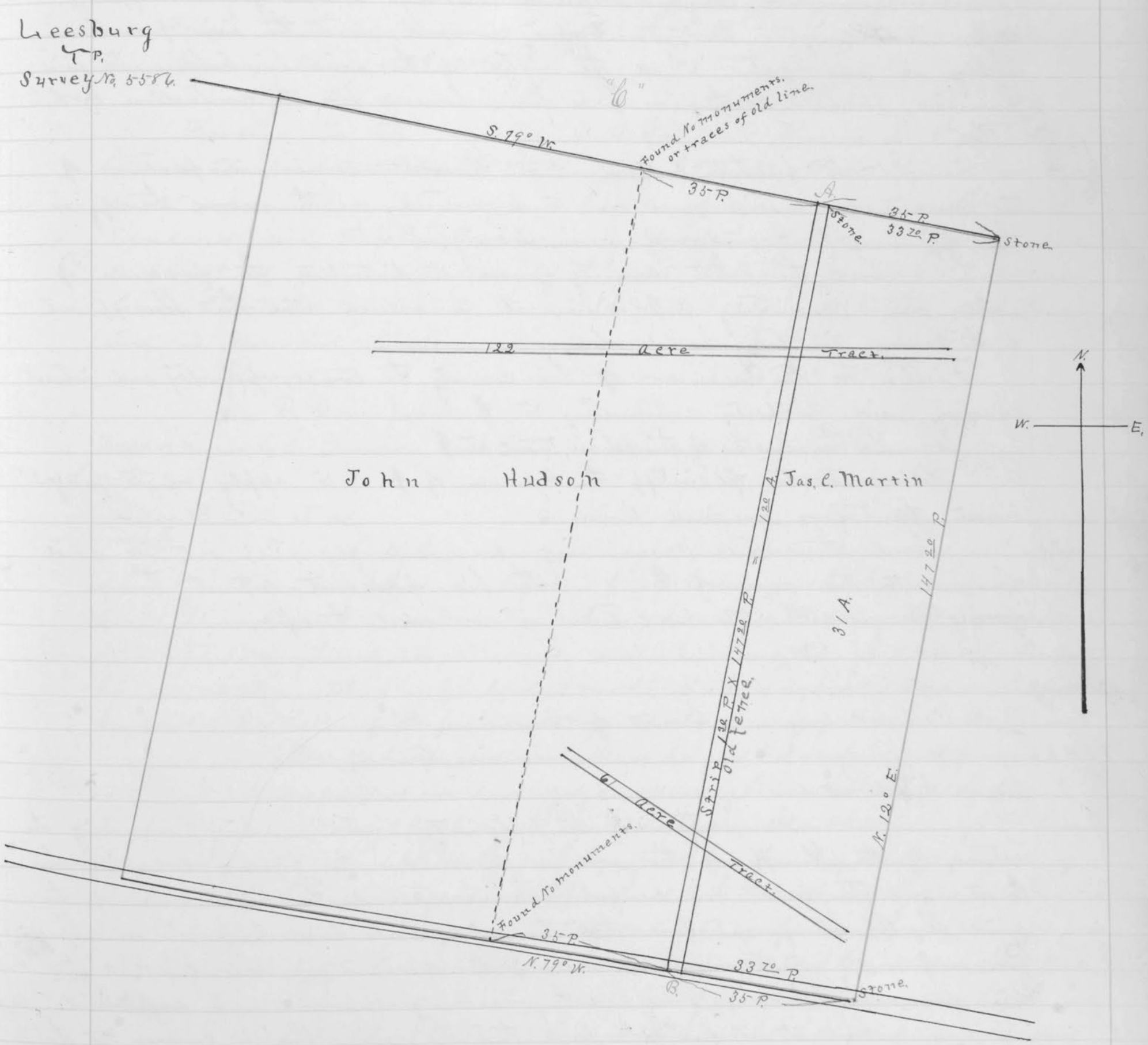
Lees
v
Survey

June 21st 1897

To which conclusion of law arising upon the facts found, the plaintiff then and there excepted.

Thereupon the plaintiff moved the Court to set aside said finding and conclusions of law arising upon the facts, and grant the plaintiff a new trial for reasons set forth in said motion, which motion the Court overruled, to which ruling and decision of the Court the plaintiff then and there excepted.

It is therefore considered and adjudged by the Court (a jury having been waived by both parties), that the defendant is the legal owner of the premises described in plaintiff's petition, and is entitled to the possession of the same; and it is further considered that the defendant go hence without day, and recover of the plaintiff his costs herein taxed at $, to which judgment and decision the plaintiff then and there excepted.



Disputed Strip from A to B

Lanson B. Harvey. S. U. C. O. 7/15 1896.

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7343 The Citizens Home Ed Savings Company vs James Welch et al } Court of Common Pleas, Union County, Ohio.

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, the Citizens Home and Savings Company, plaintiff by deed, according to law, the property so sold; and the said purchaser hereby is subrogated to all the rights of the said lienholders, in said premises, so far as they may be paid herein, for the protection of his title.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the Office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to $467.00, it is ordered that the Sheriff out of the money in his hands pay:

First = To the Treasurer of this County the taxes, penalty and interest against said property amounting to $

Second = the costs of this action, taxed at $

Third = To the plaintiff the balance of $ to apply on its judgment heretofore rendered herein. 7340

And there still remaining due said plaintiff on its said judgment the sum of $ with six per cent interest thereon from June 21st 1897, Execution is awarded therefor.

7341 J. H. Wall, et al vs Susan S. Miller 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, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser James H. Wall and Almira L. Wall, by deed, according to law, the property so sold; and a writ of possession is awarded to put them 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 records thereof.

And it is further ordered by the Court, that the receivership

June 21st 1897.

heretofore granted in this case is and the same is hereby determined and the said receiver John M. Brodrick is hereby ordered to turn over all notes and securities in his hands, appertaining to his said trust, to the said plaintiffs, taking their receipts for the same, upon their payment to him of the sum of Fifty Dollars, and all costs by him expended.

And the Court coming now to distribute the proceeds of said sale amounting to $5460.00 (said sale having been made under an order providing that the purchaser might buy said premises subject to a mortgage of $6000.00 due the Northwestern Mutual Life Insurance Company, of the City of Milwaukee, Wisconsin, and which note and bond is not due and which mortgage this said purchaser hereby assumes and promises to pay as part purchase money for said premises) it is ordered that the Sheriff out of the money in his hands, pay=

First= To the Treasurer of said County, the taxes, interest and penalty due thereon, taxed at $100.00.

Secondly= The costs in this case taxed at $98.16.

Thirdly= To the plaintiff J. H. Hall and Almira L. Hall, the balance in his hands to-wit: the sum of $5261.84 to be applied as a credit upon the sum so found due, on judgment against the said defendants; and there still remaining due to said plaintiffs the sum of $5448.54, it is considered by the Court that they recover the same from the said defendants, Susan A. Miller and J. H. Miller, and Execution is awarded therefor.

Approved.

D. Dow, Judge.

7340 Theadore Reyner by his Guardian, Mial Corbin vs Amy S. Bell et al — Court of Common Pleas, Muskingum County, Ohio.

This day this cause came on for hearing by the Court upon the pleadings & evidence, and the arguments of Counsel — And the Court being fully advised in the premises finds for the plaintiff and that the allegations of the plaintiff's Amended Petition are true, and that the said Theadore Reyner at the time of the execution of the Deed to Amy S. Bell was non Compos Mentis and incompetent to convey the lands in the petition described situate in Muskingum County, Ohio. And the Court further find that undue advantage was taken of him by the defendant Howard E. Bell in procuring such deed to be made to the defendant Amy S. Bell — And the Court further find that said Reyner did not receive an adequate compensation for such conveyance nor was the transaction fair and reasonable, and that said deed was fraudulently procured.

It is therefore considered ordered and adjudged and decreed by the Court that said deed by the said Theadore Reyner to said Amy S. Bell be, and the same is hereby rescinded and held for naught and the said Amy S. Bell and H. E. Bell and A. B. Struthers are hereby enjoined from disturbing plaintiff's possession of said land and that the temporary injunction heretofore allowed by the Probate Court of said County be and the same is hereby made permanent enjoining said defendants from interfering with said plaintiff's possession and peaceable enjoyment of said land, and that his title to said land be quieted and that said defendant Amy S. Bell be restored to the title of said 194½ acres of land in Tennessee and that the deed therefor from the defendant Sarah E. Reyner to the defendant Amy S. Bell be delivered to said defendant Bell and that the defendants H. E. Bell and Amy S. Bell pay the costs herein, and in default for ten days that execution issue therefor as upon judgment at law; Thereupon defendants gave notice of Appeal and the Court fixed the amount of Appeal Bond at $300.00.

And the Court further grant leave to the defendant A. B. Struthers to amend his Answer,

June 21st 1897

7352 Milo Kimball et al
vs
Jacob Schunk 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 John Brown, by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to Eight Hundred and Sixty four & 37/100 Dollars, it is ordered that the Sheriff out of the money in his hands pay=

First= The costs of this Action taxed at $58.06.

Second= The taxes including due June 1897, at $7.70.

That to the plaintiffs Milo Kimball and D.W. Rutan Executors the balance of the said Money remaining in his hands, to-wit, the sum of ($804.62) Eight Hundred & ~~Four~~ & 62/100 Dollars, to be applied as a credit upon his judgment, the said defendant.

And there still remaining due to the said Milo Kimball and D.W. Rutan the sum of $1133.29 with 8% from the 19th day of April, 1897.

It is considered that he recover the same from the defendant Jacob Schunk and execution is awarded therefor. 7327

7365

June 21st 1897.

7365 Cora M. Herrington vs William Fitzpatrick } Court of Common Pleas, Union County, Ohio.

Now come the parties hereto William Fitzpatrick and Cora M. Herrington, and the plaintiff having agreed to receive from the defendant the sum of Seventy Dollars in full satisfaction of this action, and all her claims upon the said defendant and the said defendant having paid the same to the said plaintiff, the receipt whereof is hereby acknowledged; now therefore, the said William Fitzpatrick, defendant, is hereby discharged from further obligations in the above action, upon payment of the costs of this prosecution, and this action is dismissed.

And the Court further orders, that the said Child in this action, having been born dead, that the bond provided for by statute to be given to the State of Ohio, to the approval of this Court, conditioned to save any County, Township or municipal corporation within the State, free from all charges for the maintenance of such bastard child, is hereby dispensed with.

And the Court find that R. L. Woodburn and H. C. Fitzpatrick, sureties, having entered into a recognizance in the sum of Four Hundred ($400.00) Dollars conditioned for the appearance of the defendant herein, at the September Term of this Court A.D. 1897, to answer the charge in this action, it is ordered that they are hereby discharged.

Clerk Entr as last of term.

D. Dow, Judge.

7327 George H. Hershman vs Benjamin F. Funk et al } Court of Common Pleas, Union County, Ohio.

This day this cause came up for hearing upon the report of the Sheriff as Master Commissioner in this case of a sale made by him of the property described in plaintiffs petition and of the proceedings therein.

And the Court being fully advised in the premises finds that an order of sale issue in this case in pursuance of a former order of this Court in due form of law, and that in pursuance thereof that a sale of said premises has been made by said Sheriff as said Master Commissioner to William P. Haines for the sum of Seven Thousand Eight Hundred and Eighty Six & 75/100 Dollars according to law; and the Court having examined said order of sale and the report thereon, including the Report of the Survey made and the proceedings in pursuance of said order of sale finds the same in all respects regular and in accordance with law; and the Court further orders that said sale and all the proceedings under said order be, and the same are hereby approved and confirmed by the Court; and the Court further orders said Sheriff of Union County Ohio, as said Master Commissioner to make, execute and deliver to the purchaser of said land, a deed in fee simple for the same conveying said land to said purchaser William P. Haines, and a writ of

June 21st 1897

possession is hereby awarded to put said purchaser in possession of said premises.

And the Court further orders that the Sheriff as Master Commissioner out of the proceeds of said sale in his hands, pay:

1st: The costs of this action including the cost of Survey made by order of this Court taxed at $164 35.

2nd: That he pay the taxes now payable on said land amounting to $242 71.

3rd: That he pay plaintiff George N. Harshman the amount of his Mortgage lien heretofore found due him with interest thereon to this this date, to-wit, the sum of Seven Thousand & Eighty & 26/100 Dollars.

4th: That the balance of said purchase money be paid to the subsequent lienholders as their interest may appear.

5th: That the defendants, The Springfield National Bank having made default herein and rejected to answer Plaintiff's petition are forever barred from setting up any claim against the title to said land.

6th: That the defendants Charles E. Thomas, C.C. Funk, Henry J. Funk and Benjamin F. Funk as mortgagors in a mortgage dated January 21st 1893, having failed to answer Plaintiff's Petition and made default herein, are hereby forever barred from setting up their said claim against the parties to this suit and against the title to said land.

And that the balance of the purchase money be paid to the heirs of John Funk, deceased, as their interests are made to appear.

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. 1897, was begun on the third monday, the 19th day of April, and continued from day to day by regular adjournments until the 21st day of June A.D. 1897, and is now adjourned without day.

J. N. Gossard

Clerk of the Court of Common Pleas of Miami County, Ohio.

State of Ohio,
City of Columbus } Supreme Court of the State of Ohio,
of the Term of January, A.D. 1897,
To-wit, Tuesday, June 22nd.

4021 James T. Black, Receiver,
vs
James W. Robinson, Admr et al } Error to the Circuit Court of Union County.

This cause, by agreement of parties, having been settled, it is ordered by the Court, that the petition in error be and the same is hereby dismissed.

Costs ass'd $5.00 Paid by S. N. Owen.

I, Josiah B. Allen, Clerk of the Supreme Court of the State of Ohio, do hereby certify that the foregoing Entry is truly taken and correctly copied from the Record of said Court, to-wit: from Order Book No 15, Page 358.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Supreme Court, this Twenty-fourth day of June, A.D. 1897.

Josiah B. Allen Clerk
By John P Dana Deputy.

7382 Effie Dunn
vs
John B. Dunn } Court of Common Pleas
Union County, Ohio.

Error

This day this cause was dismissed without prejudice

7389 Catherine Jane Breckenridge
vs
Mary Smart et al

Court of Common Pleas
Union County, Ohio.

Order appointing a Receiver.

4415

This cause came on to be heard this day, before the Honorable Duncan Dow, a Judge of the Court of the Common Pleas of Union County, Ohio, on the application of the plaintiff for the appointment of a Receiver for reasons stated in her written motion therefor on file herein, and was submitted to the Court upon the pleadings and the evidence and the statement of Counsel, whereupon the Court find that the grounds set forth in said motion are sufficient, and are supported by proof, for the appointment of a Receiver as aforesaid and that the same should be made.

And it being made further to appear to the Court that James B. Cole is a competent and suitable person, not interested as Attorney, or otherwise in this action, to be appointed as such Receiver, and is willing to accept the trust.

It is ordered that said Jas. B. Cole be and he hereby is, appointed Receiver in this action of said property described in said petition, with power and authority to enter into immediate possession thereof, subject to the rights of any tenants, to rent, insure, and keep said premises in repair, to look after harvest, gather and preserve and market all crops or grain raised upon said premises, except that the house and lot in Marysville, shall remain in possession of the Widow without charge until further order, and to report his proceedings to the Court, and generally do such acts regarding the property as the Court may authorize and obey all orders of the Court in this behalf; and all persons now in possession or control of said property are directed to recognize the authority of the said Cole as such Receiver and are enjoined from interfering with him.

It is further ordered that before entering upon his duties as such Receiver the said Cole appear and take an oath, according to law to faithfully discharge his duties as such Receiver and obey the orders of the Court therein and enter into an undertaking as such Receiver for the faithful discharge of his duties according to law, in the sum of $300.00 conditioned according to law and payable to the parties in this case with security to the approval of the Clerk of Common Pleas Court of Union County.

Approved,

D. Dow,

Judge of Court of Common Pleas,
in and for Union County, Ohio.

June 29th 1897.

4415 Daniel T. Elliott vs D. S. Ford et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for further distribution of the proceeds in the hands of said Administrator and finding a balance of $186- in his hands, and all parties being represented by their Attorneys it is agreed as follows; That said Dora Moffitt in consideration of extra expense and Attorney fees paid by her in this distribution she being the owner of Lucinda Ford's interest is to receive of the same fifty dollars.

That Smith Giddings and Company received the same Twenty Dollars.

That the Bank of North Lewisburg receive of the same Sixty Six Dollars, each party bearing its proportionate part of the costs of this order of distribution out of said distributive share.

June 29th 1897.

Order to draw Jury.

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

It is ordered that the Clerk of this 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 9th day of August A.D. 1897, 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 6th day of September, A.D. 1897, at 10 O'clock in the forenoon of said day.

Duncan Dow
Judge of the Court of Common Pleas.

July 27th 1897.

In the matter of the Appointment of Deputy Clerk;
To the Hon. Duncan Don, Judge of the
Court of Common Pleas of Union County, Ohio,

The State of Ohio, Union County, ss:

I, Jasper N. Gosnell, Clerk of the Court of Union County, Ohio, hereby appoint Jno A. Gosnell of Marysville, Ohio, to be one of my Deputies.

The said Jno 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 31st day of July A.D. 1897.

Jasper N. Gosnell Clerk of
Court of Union County, Ohio.

The foregoing appointment is hereby approved and confirmed this 31st day of July A.D. 1897.

Duncan Don
Judge of the Court of Common Pleas
Union County, Ohio.

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 2nd day of August 1897.

J N Gosnell Clerk

J. N. White
vs
Jas N. Myers

Court of Common Pleas
Union County, Ohio.

I have this day made full settlement of contract for building house for James N. Myers in 1894, on East 5th Street, Marysville, Ohio, and also full settlement of all extras connected therewith, and I hereby dismiss my suit against said James N. Myers in the Common Pleas Court of Union County, Ohio, and the Clerk of said Court is hereby requested to make said dismissal accordingly, as I have full satisfaction of all claims against said Myers.

Sept. 4, 1897.

J. N. White.

6944 James Gardner vs John Myers } Court of Common Pleas Union County, Ohio.

This cause came on for hearing on Motion of the plaintiff, by his Attorney to sell at private Sale, the goods and chattels of defendant, now levied on by order of an Execution, issued out of said Court directed to the Sheriff of said County, and on consideration thereof, and for good cause shown, and by consent of defendant, it is ordered that the Sheriff cause the goods and chattels levied on in this cause to be appraised according to law, by three disinterested persons, and that he may then sell the same at private sale, for case, within the time limited by law, at not less than two-thirds of their appraised value.

August 9th 1897.

7431 Geo W. Handley vs Jas W. Jackson } Court of Common Pleas, Union County, Ohio. Order for appointing Receiver.

This cause came on for hearing at chambers, upon the motion of the plfs for the appointment of a receiver herein, and thereupon the Court find that said plaintiff holds a mortgage for $968.28 on the real estate described in his petition that said mortgage is second to another of $2800.00, that said real estate is not of sufficient value to satisfy said mortgage indebtedness of the plaintiff that said place is being distraged and plaintiff is in danger of losing his claim.

It is therefore ordered that J. Ed Robinson Sheriff be and he hereby is appointed receiver of all property, crops, rents and things in action growing out of said real estate.

And the said defendants and all other persons having any of said property in their possession or under their control are hereby ordered to deliver the same to the said J. Ed Robinson Sheriff as such receiver on his demand.

Duncan Dow
Judge of the Court of Common Pleas in and for Union County, Ohio.

Aug. 24, 1897.

The State of Ohio, County of Union, ss.

This separate session of the Court of Common Pleas of the 10th Judicial District and 3rd 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 Seven, held in the Court House in the City of Marysville, County and state aforesaid, was begun on the 1st Monday, the 6th day of September, in the year aforesaid.

Monday Sept. 6th, 1897.

This being a legal holiday, and on account thereof, the Judge of the Court of Common Pleas not being present at the time and place appointed for the opening of the September Term of Court, the Sheriff in pursuance of the Statute and in accordance with the instructions of said Judge, adjourned the said Court until tomorrow morning at Nine O'clock.

Attest

J. N. Gossell

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

3140

Tuesday Sept. 7th 1897

Court convened at 9 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

The Venire facia for a Grand Jury, heretofore issued and returnable the 6th day of September, 1897, at 10 O'clock A.M. was duly returned on the 7th day of September A.D. 1897 (the 6th being a legal holiday) by the Sheriff with his indorsements thereon as follows:

The State of Ohio, Union County ss.

On the 9th day of August, 1897, 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.

Names	When Served	How Served	No. Miles
(1) Michael Murphy,	August 9th 1897,	Personally	
(2) H. T. Ford	" 10" "	"	32
(3) J. P. Eubanks	" " "	"	32
(4) Theadore Mullen	" " "	"	
(5) J. D. Graham	" " "	"	32
(6) D. W. Felkner	" 11" "	"	14
(7) David Morse	" " "	Residence	20
(8) C. W. Seeley	" " "	Personally	28
(9) George Kleiber	" 13" "	"	34
(10) L. W. Bolenbaugh	" " "	Residence	30
(11) W. A. McKitrick	" 14" "	"	10
(12) Isaac Staley	" 16" "	Personally	
(13) J. A. Shipley	" " "	"	32
(14) Simeon Anderson	" 19" "	Residence	
(15) Charles A. Murdock	" 21" "	Personally	

and upon calling the same in open court, all of the above named jurors to-wit: Michael Murphy, H. T. Ford, J. P. Eubanks, Theadore Mullen, J. D. Graham, D. W. Felkner, David Morse, C. W. Seeley, George Kleiber, L. W. Bolenbaugh, W. A. McKitrick, Isaac Staley, J. A. Shipley, Simeon Anderson and Charles A. Murdock answered to their names.

And the panel being full, the Court appointed W. A. McKitrick 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: W. A. McKitrick, Foreman – Michael Murphy, H. T. Ford, J. P. Eubanks, Theadore Mullen, J. D. Graham, D. W. Felkner, David Morse, C. W. Seeley, George Kleiber, L. W. Bolenbaugh, Isaac Staley, J. A. Shipley, Simeon Anderson and Charles A. Murdock.

3140 James Carter vs Bank of North Lewisburg } Court of Common Pleas, Union County, Ohio.

This day it is ordered and adjudged by the Court, that this cause be left off the docket, with leave to reinstate on motion of either party.

Tuesday Sept. 7th 1897

7388 J. K. Scott vs Simon Fields } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard upon the plaintiff's petition and the evidence, and the Court being duly advised in the premises, find that this cause came into this Court on appeal from a Justice of the Peace, taken by the defendant, and that said defendant is in default for answer or demurrer to plaintiff's petition, and that the allegations of said petition are thereby confessed by him to be true.

And the Court further find that the defendant is indebted to the plaintiff in the sum of One Hundred and Eighteen Dollars and Ninety Five Cents.

It is therefore considered by the Court that the plaintiff recover from said defendant Simon Fields, the sum of One Hundred and Eighteen Dollars and Ninety Five Cents and his costs herein expended, Taxed at $

7371 Ellie Nash vs Edward Nash } 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 for answer and after hearing the testimony and argument of counsel do find for the plaintiff.

1st. That they were married as stated in the petition.

2nd. That said defendant was legally served with summons in this case.

3rd. That said defendant was guilty of gross neglect and habitual drunkenness for more than three years.

It is therefore ordered adjudged and decreed by the Court that a complete divorce be granted the plaintiff; that both parties be released from the obligations thereof and the plaintiff be decreed the custody and care of their minor child, and that she recover as her reasonable alimony of the defendant Three Hundred Dollars, and the costs of this case Taxed at $112

6018 Robert W. Thompson vs W. S. Rogers } Court of Common Pleas Union County, Ohio.

This day this cause is dismissed without prejudice at plaintiffs costs.

6643 William W. Merchant vs Ira Potts et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing, and it is ordered and adjudged by the Court that the Defendant pay the costs of this action, Taxed at $

Tuesday Sept. 7th 1897

7374	George Moder, as Guard, etc. vs John S. Kliber	Court of Common Pleas Union County, Ohio.

This cause coming on to be heard upon the petition and evidence, the Court finds that all the defendants have had due and legal notice of the pendancy and demand of the petition and that they are in default for answer thereto.

Thereupon the Court further finds that the said George Moder plaintiff is the duly appointed guardian of William Moder and Charles Moder, minors.

That the said William Moder and Charles Moder and the defendants hereafter named are tenants in common in the estate described in the petition; that the said William Moder and Charles Moder are each entitled to the One Twenty fourth interest in said lands, the defendants John S. Kliber, Barbara Blumenschein and Frederica Schneiderer are each entitled to the One Sixth interest in said lands and the defendant George Kliber, John Kliber and Emma Nerlp are each entitled to the one eighteenth interest in said lands, the defendant Rosa Stung is entitled to the One sixth interest in said lands and the defendants John W. Moder and Edward L. Moder are each entitled to the One Twenty-fourth interest in said lands; 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 the parties in interest; and J. Charles Kennedy, Martin Bunold and Andrew Sliethoff, three judicious and disinterested freeholders of the vicinity, are hereby appointed 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 parties, the part and portion of said estate to which they are severally above found entitled, and of his proceedings herein said Sheriff is ordered to make due return.

7087	Jean Torrence vs May Hill	Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard, and the plaintiff failing to appear in person or by attorney, the action is hereby dismissed at plaintiff's cost without prejudice to a future action.

Tuesday Sept. 7th 1897

7331	The Incorporated Village of Marysville vs The Cleveland, Cincinnati, Chicago & St. Louis Railway Co.	Court of Common Pleas Union County, Ohio.

This day on motion of defendant it has leave to withdraw its answer filed in said cause and to file a general demurrer to the petition of plaintiff, same to be filed instanter.

7369	Indiana & Ohio Live Stock Insurance Company vs E. P. Houghton and W. Y. Roots	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, and that the defendants are indebted to the plaintiff in the sum of $127.50, with interest at 6 per cent from July 5th 1896, amounting to $157.25. 7402

It is therefore considered, ordered and adjudged by the Court that the said plaintiff, Indiana and Ohio Live Stock Company recover from the defendants E. P. Houghton and W. Y. Roots the said sum of $157.25 and his costs herein expended

7218	The Northwestern Mutual Life Insurance Co. &c. vs Winfield S. Carpenter et al	Court of Common Pleas Union County, Ohio.

This cause coming this day on to be heard upon the motion of the said plaintiff, The Northwestern Mutual Life Insurance Company, said plaintiff, to set aside the former appraisement of the real estate heretofore made herein and for a new appraisement and was argued by counsel and submitted to Court, and the Court being fully advised therein do find that the said motion is well taken, and it is hereby ordered that the said appraisement of the said real estate heretofore made herein be and the same is hereby set aside and held for naught and a new appraisement was hereby ordered.

And it is further ordered that in making the new appraisement of said premises in the petition described, the said Sheriff of Union County shall cause the said seventy acre tract as described in said petition to be appraised as one tract; and the said twenty five acre tract as described in said petition together with the right of way fourteen feet wide from the southeasterly corner of the said twenty five acre tract and running north fifty five degrees thirty minutes

Tuesday Sept. 7th 1897

(55° 30') East ninety eight and eighty one hundredths (98 81/100) poles along the Southerly line of land formerly owned by Mary A. Adamson to the Pottersburg and Allen Center Gravel Road as a second tract, and then to appraise both said Twenty acre tract and said twenty five acre tract, together with said right of way in said petition and hereafter described as one entire tract; and that in advertising and offering same for sale, the Sheriff shall advertise and offer for sale the said premises and right of way as follows, viz: The said twenty acre tract by metes and bounds as described in the said petition as one tract; and the said twenty five acre tract together with said right of way by metes and bounds as in said petition described, as the second tract; and then to offer both said tracts together with the said right of way as an entirety and sell the same in whichsoever way will realize the most money.

All other matters herein are passed for further hearing.

The Citizens Home Ed Savings Company
vs
David J. Kelchstal

7402

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the Answer and Cross-petition of the defendant Joseph Browning, and the evidence; on consideration whereof the Court find that the defendants herein have been duly served with summons in this case, and that they are in default for answer and demurrer to said Answer and Cross-petition, and that the allegations of the said Answer and Cross-petition are thereby confessed by them to be true; and that there is due the said defendant Joseph Browning from the said defendant Eli M. Keran on account of the labor performed as set forth in the said Answer and Cross-petition to the first day of this term, to-wit: September 7th 1897, the sum of Fifty Eight and 47/100 Dollars.

The Court further find that the same is a lien on the said Inlot No. 662 as set forth in said answer and Cross-petition by reason of the Mechanics Lien therein described and recorded in Vol. 4, page 94, of the Records of Mechanics Liens of Union County, Ohio.

It is therefore considered and adjudged by the Court that the said defendant Joseph Browning recover from the said Eli M. Keran the said sum of Fifty Eight & 47/100 Dollars, with six per cent interest from and after Sept. 7." 1897, and his costs herein expended.

And it is further ordered and decreed that unless the said defendant, Eli M. Keran, 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 suit, and to the said defendant Joseph Browning the sum so found due as aforesaid, with six per cent interest from and after September 7, 1897, 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. All questions of priorities and distribution are reserved for further order of the Court.

Tuesday Sept. 7th 1897

7402 The Citizens Home & Savings Company vs. David J. Welchead } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the Answer and Cross-petition of the defendant, The Marysville Lumber Company, and the evidence; on consideration whereof the Court find that the defendants herein have been duly served with summons in this case, and that they are in default for answer and demurrer to said Answer and Cross-petition, and that the allegations of the answer and cross-petition are thereby confessed by them to be true; and that there is due the said defendant, The Marysville Lumber Company, from the said defendant Eli M. Keran on the account of the Materials furnished as set forth, in the said Answer and Cross-petition to the first day of this Term, to-wit; September 7th 1897, the sum of Two Hundred and Thirty one and 49/100 Dollars.

The Court further find that the same is a lien on the said In-Lot No. 662 as set forth in said answer and Cross-petition by reason of the Mechanics lien therein described, and recorded in Volume 4, page 90, of the Records of Mechanics Liens of Union County, Ohio.

It is therefore considered and adjudged by the Court that the said defendant, The Marysville Lumber Company, recover from the said defendant Eli M. Keran the said sum of Two Hundred and Thirty one and 49/100 Dollars, with six per cent interest thereon from and after Sept. 7, 1897, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant Eli M. Keran, shall within three days from the entry of this decree, pay, or cause to be paid to the Clerk of this Court the costs of this case, and to the said defendant The Marysville Lumber Company the sum so found due as aforesaid, with six per cent, interest from and after September 7, 1897, 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.

All questions of priorities and distribution are hereby reserved for further order of the Court.

7005 Thaddeus Wood vs. Asbury Elliott } Court of Common Pleas Union County, Ohio.

This day this cause is dismissed at the plaintiff's costs - No Record.

7087 Joane Torrence vs. Mrs May Hill } Court of Common Pleas Union County, Ohio.

This day this cause is dismissed.

Tuesday Sept. 7th 1897

7344	The Citizens Home & Savings Company vs. George E. Kinney et al	Court of Common Pleas Union County, Ohio.

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 hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, The Citizens Home and Savings Company, plaintiff, by deed, according to law, the property so sold; and the said purchaser hereby is subrogated to all the rights of the said lien-holders, in said premises, so far as they may be paid herein, for the protection of his title.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to $401.00, it is ordered that the Sheriff out of the money in his hands pay;

First: To the Treasurer of this County the taxes, penalty and interest against said property amounting to $

Second: The costs of this action, taxed at $30.50

Third: To the plaintiff the balance of said proceeds, it amounting to $370.50 to apply on its judgment heretofore rendered herein,

7264	State of Ohio vs. Scott Gray	Court of Common Pleas Union County, Ohio.

This day it is ordered by the Court that this cause be left off the docket.

Tuesday Sept. 7th 1897

7408 Henry Mordie, Admr. of the estate of William Mordie, decd. vs. S. S. Robbins, James P. Carter and Charles Phillis } Court of Common Pleas Union County, Ohio.

Now comes the plaintiff, Henry Mordie, administrator of the Estate of William Mordie, decd. by his attorney, and the defendants, S. S. Robbins, James P. Carter and Charles Phillis, 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 the Court further find that the defendants S. S. Robbins, James P. Carter and Charles Phillis, are indebted to him, the said plaintiff, Henry Mordie, as administrator of the estate of William Mordie, decd. in the sum of Six Hundred and One and 30/100 (601.30) Dollars with interest at 8 % from Sept. 7th 1897.

It is therefore considered by the Court that the said plaintiff as administrator of the estate of William Mordie, decd. recover from the said defendants, S. S. Robbins. James P. Carter and Charles Phillis or from either of them, the said sum of $601.30 and interest as aforesaid, and his costs herein expended, taxed at $, and execution is awarded.

7437 The McCormic Machine Company vs Caroline Whipps 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, N. W. Merchant an Attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One Hundred Nineteen 72/100 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 defendants the sum of One Hundred Nineteen Dollars and Seventy Two Cents, being the amount of said note with interest computed at per cent per annum, from the day of 18 ; and also its costs herein expended, taxed at $

7370 Nannie M. Lower vs Pearl M. Page et al } Court of Common Pleas Union County, Ohio.

This day this cause is dismissed at plaintiffs costs and costs paid.

Court adjourned until 8 30 o'clock tomorrow morning

Wednesday Sept. 8th 1897

Court convened at 8 30 O'Clock A.M. pursuant to adjournment
Present Hon. Duncan Dow, Judge.

Catharine J. Breckenridge
vs
7389 Mary Smart et al

Court of Common Pleas
Union County, Ohio.

This day came John Bell, one of the defendants herein, and on motion to the Court, is granted leave to file answer by the 17th day of Sept. 1897.

Catherine J. Breckenridge
vs
7389 Mary Smart et al

Court of Common Pleas
Union County, Ohio.

On motion of Mary E. Robinson one of the defendants herein she is granted leave to file answer by the 17th day of Sept. 1897.

Wright & Baldwin
vs
6860 M. M. Selby

Court of Common Pleas
Union County, Ohio.

This day came the parties and by agreement settled this cause as follows:

The defendant is to pay plaintiff $10.00 and to pay costs made by defendant. The plaintiff is to pay the other costs.

The case to be dismissed without record.

If payment is not made in ten days either party may have judgment entered according to this settlement

Charles S. Chapman
Admr. & c.
vs
7120 George Gonio et al

Court of Common Pleas
Union County, Ohio.

It appearing to the Court that the judgment and decree in this case have been assigned to Solomon Jamo and that the plaintiff has no further interest therein, it is hereby ordered that this case be stricken from the docket, subject to being reinstated upon motion of said Solomon Jamo or of any of the original parties to the suit.

Wednesday Sept 8th 1897.

7254 The Robinson & Curry Co. vs Effie R. Smith et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff to file a supplemental petition herein and make Laura E. Bombim a party defendant on consideration whereof the Court do sustain said motion.

7281 William Jolliff, Executor. vs George W. Jolliff et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the motion of the plaintiff to confirm the sale heretofore made herein under a former order of the Court, and the Court having examined the return of the Sheriff and found the same in all respects in conformity to the order of the Court and the agreement of the parties, it is ordered that said sale be, and the same hereby is confirmed.

The Court find that on the day of sale all the parties to this case agreed that said sale should be on the following terms and conditions, viz: the amount of costs and taxes cash in hand, and the remainder to be paid in seven installments; the first six of $100.00 each and the seventh of $120.20 due respectively every consecutive days from and after September 11th 1897, with Seven per cent interest.

And the Court being satisfied that said agreement so made is reasonable and for the best interest of all parties concerned do ratify and confirm the same, and order that said agreement stand as of the order of this Court upon agreement of the parties.

It is therefore ordered by the Court that the said proceedings and sale be, and they hereby are confirmed, and the Sheriff is ordered to convey said premises to the purchaser John M. Horn upon the receipt of the sum of $140.10, the costs herein and the taxes $17.00, and the notes and Mortgage of said purchaser as above stated, or the premises sold, said notes to bear Seven per cent interest from September 11th 1897.

It is ordered that the Sheriff out of the proceeds of said notes as fast as collected pay to the plaintiff the amount of his claim being $660.88 with seven per cent interest from September 11th 1897, and after he has been fully paid, to pay the remainder of said proceeds to the defendant Horn & Co. to apply on its judgment lien herein. Said plaintiff having paid said Horn & Co. the balance of proceeds due them $58.70 all of said proceeds are to be paid to plaintiff

Wednesday Sept. 8th 1897

7353 Annie E. Gillespie et al vs W. J. Kerns et al } Court of Common Pleas, Union County, Ohio.

This cause coming on to be heard the same is, upon motion of plaintiff's attorney, dismissed at cost of plaintiff, and it is ordered that no record be made.

Court adjourned until 8 30 O'clock tomorrow morning.

Thursday Sept. 9th 1897

Court convened at 8 30 O'Clock A.M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

6413 Thomas Moffitt vs Elizabeth Wire } Court of Common Pleas Union County, Ohio.

The plaintiff being in default for petition, the above case for that reason is dismissed at plaintiff's costs.

It is therefore adjudged that the plaintiff pay the costs and execution is awarded therefor.

7259 S. A. Hoskins vs Anthony Parish et al } Court of Common Pleas Union County, Ohio.

This cause coming on to be heard upon the question of distribution, the answer and cross-petition of Maria Parish, and the evidence, the Court find that the judgment and decree of the plaintiff herein have been duly assigned to the defendant, Margaret Jane Barringer, and that the lien of the defendant, Maria Parish, is prior and superior to the lien of the defendant, Anson A. Parish. 5996

And the Court coming now to distribute the remainder of the proceeds of said sale amounting to $1266.45; it is ordered that the Sheriff pay—

1st — To the Clerk of this Court the costs in this action made since the prior order of distribution herein, to-wit, the sum of $12 33. 7400

2nd — To the defendant, Margaret Jane Barringer the remainder of the money in his hands, to-wit, the sum of $1253.12.

6968 M. M. Tickey vs E. Wire } 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:
(1) E. W. Morre, (4) A. E. Copper, (7) Lewis Baker, (10) William Biddle,
(2) B. L. Robinson, (5) Simon Staley, (8) Samuel Barnett, (11) Robt. D. Finley
(3) Jay S. Rogers, (6) John E. Harriman, (9) Sterling Corno, (12) Isreal Fogle;
who were duly impanelled and sworn according to law; and therefore this case came on for hearing on the pleadings and evidence.

And after hearing the evidence, arguments of Counsel 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:

We, the Jury being duly impanelled, 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 Fifty Two & 74/100 Dollars.

J. E. Harriman Foreman

Dated Sept. 9th 1897.

Thursday Sept. 9th 1897.

7341 J. H. Wall et al vs Susan A. Miller et al } Court of Common Pleas Union County, Ohio.

It appearing to the Court that the defendants, Herman L. Miller and C. J. Miller, (who are named in plaintiff's Supplemental petition as - Herman C. Miller and C. J. Miller) are minors of the age of fourteen years, and have neglected for twenty days from return of summons served upon them, to apply for a guardian ad litem, on motion of J. E. Griffith, a friend of said minors, John M. Brodrick is hereby appointed guardian for the suit, for said minor defendants.

And now comes the said John M. Brodrick, and in open Court accepts said appointment, and leave is granted said guardian to answer for said minor defendants within twenty days.

5996 John M. Laird, Admr. of Moses Laird vs Adaline Laird et al } Court of Common Pleas Union County, Ohio.

On motion, leave is granted plaintiff to file a supplemental petition herein within ten days.

7400 John N. Laird vs Isaac Laird et al } Court of Common Pleas Union County, Ohio.

On motion the defendant, John N. Laird as Administrator of Moses Laird, deceased, is granted leave to answer herein, by the 13th day of September, 1897.

Thursday Sept. 9th 1897.

7366 Franklin Turner vs John Turner et al } Court of Common Pleas Union County, Ohio.

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

Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; that the plaintiff, Franklin Turner, has a legal right to the seven-Eighteenth (7/18) of said lots No. 9 and 10, and of the one-fifth (1/6) of said lot No. 11; the defendants, John Turner, Ruth Hurd, Mary Finley and Christena Shirk, each have a legal right to the one-Eighteenth (1/18) part of said lots No. 9 and 10, and to the one-fifth (1/6) part of said lot No. 11; and the defendant, Henry Turner, has a legal right to the Seven-Eighteenths (7/18) part of said lots No. 9 and 10, and to the one-fifth (1/6) part of said lot No. 11; and that the plaintiff is entitled to have partition made of said premises, as prayed in his petition.

It is therefore ordered that partition of said estate be made; and J. C. Jenkins, Emanuel Jarvis and W. L. Jenkins, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make and set off the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided, to each of the above named parties the part and portion of said estate to which they are severally above found entitled.

And of his proceedings herein, said Sheriff is ordered to make due return.

6854 L. Hubbard vs Levi Slimmel } Court of Common Pleas Union County, Ohio.

This day this cause is dismissed for want of prosecution, at plaintiffs costs.

Thursday Sept. 9th 1897

6920 H. Ackerman vs F. O. Penney } Court of Common Pleas Union County, Ohio.

Now came the parties hereto by their attorney, and the defendant having offered to allow the plaintiff to take judgment against him for $25.00, and the costs and the plaintiff having accepted said offer; It is now therefore considered that the plaintiff H. Ackerman recover of the defendant F. O. Penney the sum of twenty five dollars and his costs herein expended.

Court adjourned until 8 30 O'clock tomorrow morning.

Friday Sept. 10th 1897

Court convened at 8 o'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow, Judge.

Report of Grand Jury.

6456

To the Honorable Duncan Dow.
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, 1897, by leave to report that they have been in session Four days, and herewith return to the Court the Indictments presented by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over Forty Eight witnesses, evening fifteen cases, and presented two bills, and ignored thirteen 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 the Grand Jury hereby recommend that the County Commissioners purchase suitable lot for Stable for Sheriff and erect same at well or as soon as practical.

Respectfully submitted
W. A. McKitrick, Foreman

6456

7388 J. K. Scott vs Simon Fields } Court of Common Pleas Union County Ohio.

The defendant filed motion and Affidavits to set aside the judgment rendered by defendant in this case and filed his answer, and thereupon suspended Execution until the Motion to set aside judgment can be heard and decided.

Friday Sept 10th 1897

Martha J. Harriman, by Winget Harriman, Agent
6456 vs
Alfred Davis and James Guy

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by his attorney, and the defendant being in default for answer and demurrer, the Court find upon the petition and evidence, that at the commencement of this action the plaintiff Martha J. Harriman was the owner of the property mentioned in the petition and that she had right of possession thereof, and that the defendants unlawfully withheld the same, and that by reason of the premises the plaintiff is entitled to recover his damages from said defendants.

And on motion of said plaintiff it is ordered that the case be sent to a Jury, that upon their inquiring her damages may be assessed.

And now this cause came on to be heard upon inquiring of damages for the plaintiff as heretofore ordered by the Court, and thereupon came the following named persons as Jurors, to-wit: D. M. Freshwater, Benj. Carter, E. N. Morse, B. L. Robinson, Jay S. Rogers, A. E. Copper, Simon Staley, John E. Harriman, Lewis Baker, Samuel Barnett, Sterling Coons and Wm Biddle; who were duly impanelled and sworn according to law.

And thereupon after hearing the evidence, argument and charge of the Court, the Jury retired to their room in charge of the Sheriff for deliberation.

And now comes said Jury in open Court with their verdict in writing signed by their foreman and say:

We the Jury in this case being duly impanelled and sworn do find that at the commencement of this action the plaintiff was entitled to the possession of the property described in the petition, and that the defendants unlawfully detained the same and we do assess the damages of the plaintiff against the defendants by reason of the premises at Five Dollars.

A. E. Copper Foreman.

Martha J. Harriman by Winget Harriman, Agent,
6456 vs
Alfred Davis Ed James Guy

Court of Common Pleas
Union County, Ohio.

The Jury in this action having upon an inquiring of damages for the plaintiff, assess the same against the defendants at Five Dollars.

It is therefore considered by the Court that the plaintiff Martha J. Harriman recover from the defendant Alfred Davis and James Guy the said sum of Five Dollars or found due, together with her costs herein expended taxed at $ and that the defendant pay the costs made by them and execution is awarded therefor.

Friday Sept. 10th 1897

7024 J. K. Scott vs Hamie Haines } Court of Common Pleas Union County, Ohio.

Now come the parties hereto and the defendant having offered to allow judgment to be taken against him for the costs made in his behalf and the plaintiff having accepted said offer, It is ordered and adjudged that the plaintiff recover of the defendant that part of the costs made by the defendant taxed at $

7182

7262 The State of Ohio vs George A. Blakely } Court of Common Pleas Union County, Ohio.

It is ordered by the Court that this cause be left off the docket.

7306

7241 Keystone Manufacturing Co. vs George Greenbaum } Court of Common Pleas Union County, Ohio.

This day this cause is dismissed at plaintiff's costs.

7398

6482

7297

Court adjourned until 10 O'clock Monday morning, September 13th 1897

Monday Sept. 13th 1897

Court convened at 10 o'clock A.M. pursuant to adjournment.

Present Hon. Duncan Dow, Judge.

7182 Chas W. Southard et als vs Amos Burris et als } Court of Common Pleas, Union County, Ohio.

On Motion of the Cross-petitioner The Connecticut Mutual Life Insurance Company, Thaddeus Wood, who claims a lien is made a party defendant herein.

7306 Olive Smith vs Mollie Smith et al } Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff by her Attorney J. H. Kinkade, and dismisses this her action at the plaintiff's own costs, without prejudice to a further action — No Record.

7398 The Connecticut Mutual Life Insurance Company vs Laura Courtright et als } Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and dismisses this action without prejudice to a future action — No record.

6482 G. W. Williams vs E. H. Reed } Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff to strike the second defense from the answer of the defendant, and the same was argued by counsel and submitted to the Court.

On consideration whereof the Court do overrule said motion; to which ruling of the Court the plaintiff then and there excepted.

7297 L. Piper vs Wm Howard, Admr &c. } Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing on the motion of the plaintiff to set aside the verdict, and for a new trial herein, the Court, on consideration thereof overrules the same.

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

Ayers & Ayers
Attys. for Defd.

Monday Sept. 13th 1897

7182 Charles N. Southard et als vs Amos Burris et als } Court of Common Pleas Union County, Ohio. 6791

On motion of the Cross-petitioner The Connecticut Mutual Life Insurance Company, 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 said Sheriff being satisfied the said sale by the Sheriff and his proceedings under said order 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 Sheriff convey to the purchaser Moses Burris, 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.

7182 Charles N. Southard et als vs Amos Burris et al } Court of Common Pleas Union County, Ohio. 7415

This cause coming on for hearing; The Court find Thaddeus Wood defendant in default for answer or demurrer, and the Court further find that any claim or lien said Wood may have is subordinate and junior to the Mortgage liens of the Cross-petitioner The Connecticut Mutual Life Insurance Company and also to that of Cross-petitioner Charles S. Chapman herein, and the Court further considering said cause and finding the proceeds of the sale in the hands of the Sheriff sufficient to Satisfy the Mortgage lien of said Cross-petitioner The Connecticut Mutual Life Insurance Company, the Court orders that the Clerk of this Court cause satisfaction of the said Mortgage to said Connecticut Mutual Life Insurance Company herein sued upon on Cross-petition 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 $1220.00; it is ordered that the Sheriff out of the money in his hands, pay=

1st. To the Treasurer of this County the taxes, penalty and interest against said property, to-wit; the sum of $8.62

2nd. The costs of this action taxed at $67.05

3rd: To the Cross-petitioner, The Connecticut Mutual Life Insurance Company the amount heretofore found due it with interest as claimed to-wit, the sum of $1096.00 6978

4th. To Charles S. Chapman, defendant, Cross-petitioner the balance of said money remaining in his hands to-wit, the sum of $48.45.

to be applied as a credit upon the Mortgage of said Charles S. Chapman, and thereupon this case is continued.

Monday Sept. 13th 1897.

6791 Alexander Carson vs M. L. Johnson and Laura Johnson } Court of Common Pleas Union County, Ohio.

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:
(1) Robt. D. Finley; (2) Isreal Fogle; (3) D. M. Freshwater; (4) Benj. Carter; (5) E. W. Moore; (6) B. L. Robinson; (7) Jay S. Rogers; (8) A. E. Cupper; (9) Simon Staley; (10) John E. Harriman; (11) Levio Baker; (12) Samuel Barnett, who were duly impaneled and sworn according to law.

And thereupon, after hearing the evidence, argument, and charge of the Court, and after due deliberation, the said jury returned their verdict in writing, signed by their foreman, to-wit:

"We the jury, find upon the question submitted to us, that at the commencement of this action the defendant had the right of property and possession in the goods and chattels in the petition described, and was entitled to the possession thereof; and we do assess their damages against the plaintiff, by reason of the premises, at Forty Dollars.

B. L. Robinson, Foreman.

7415 John Robinson vs. John T. McCullough et als } Court of Common Pleas Union County, Ohio.

The defendant J. W. Robinson, Administrator of the estate of Alvah Smith deceased, having filed his Answer and Cross-petition by leave of the Court, and the cause being submitted to the Court, and the Court being fully advised in the premises find that the Allegations of said Cross-petition are True. And there is due on the judgment in said Cross-petition described the sum of Nine Hundred and Twenty Dollars and Eighty Seven Cents with interest on $550 at 8 per cent and on $370 87 at six per cent interest from Jany. 23, 1894 and $4 12 costs all amounting this 13th of Sept. 1897, to the sum of Eleven Hundred and Sixty Six and 04/100 Dollars, which amount is the first and best lien on the land in plaintiff's petition described.

It is therefore considered and decreed by the Court that unless defendants pay said Administrator said sum of $1166 04 with interest from the 13th day of Sept. 1897 ($550 to draw 8 per cent and balance at 6 per cent) within ten days there an order of sale issue to the Sheriff commanding him to sell said lands to satisfy said claim due said Estate.

6978 Stella Clifford vs Henderson Baker } Court of Common Pleas. Union County, Ohio

Entry

This day this cause is dismissed and ordered off Docket

Monday Sept 13th 1897

7377 George Worden &c
vs
John S. Klibert et al

Court of Common Pleas
Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same.

And it appearing that said estate can not be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of said premises in the sum of $786.76 for tract No. One (1) as described in said writ of partition, said tract No. One (1) being the land described in the petition in two separate descriptions the first of which is the second description in said petition and is said to contain 10 acres of land and the second being the last being the last description in said petition and said to contain 11 acres of land more or less with a tract of 6 acres sold off the same.

Said new description in said writ being of the same land and inserted for the purpose of simplyfying the appraisement and sale of the same, said land lying all in one tract.

Also their appraisement of said premises in the sum of $1967.40 for tract No. two in said writ being the first piece described in said petition, the total appraisement of said lands being the sum of $2754.16.

The Court finds the said return and proceedings in all respects correct and in conformity to law and does therefore approve and confirm the same.

And thereupon none of said parties electing to take the said premises at their appraised value, on motion of the plaintiff, it is ordered that said premises be sold at public auction 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.

7311 George Smith
vs
David Mulford 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 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 hereby are, approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, George Smith, 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 Seventeen hundred & one dollars, it is ordered that the Sheriff, out of the money in his hands pay—

First— The costs of this action, amounting to $55.93

Secondly— To the Treasurer of Union County the taxes and penalty due upon said property so sold, to-wit, the sum of $44.69.

Thirdly— To the defendants, The Trustees of the Ohio Wesleyan University, the balance of said sum, amounting to $1600.38, to be by them applied as a credit upon their mortgage claim set forth in the pleadings herein against the defendants David Mulford and Mary N. Mulford.

Court adjourned until 8 30 O'clock tomorrow morning.

6916

Tuesday Sept. 14th 1897.

Court convened at 8 30 O'clock A. M. pursuant to adjournment.

Present Hon. Duncan Dow,
Judge.

	C. F. Fulds vs Fred Furr	Court of Common Pleas Union County, Ohio.
6916		

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

(1) Sterling Coons; (2) Wm Biddle; (3) Robt. D. Finley; (4) Israel Fogle; (5) D. M. Fruchwalter; (6) Benj. Carter; (7) E. W. Moore; (8) B. L. Robinson; (9) Jay S. Rogers; (10) Simon Staley; (11) Samuel Barnett and John Wiley, who were duly impanelled and sworn according to law.

And after hearing the evidence in part, the hour for adjournment having arrived, this cause is continued until 8 30 O'clock tomorrow morning.

Tuesday Sept. 14th 1897.

A. Jay Miller, Administrator of the estate of Alsa Banks, decd. vs James T. Dean & Irene C. Dean — Court of Common Pleas, Union County, Ohio.

7378

Now comes the plaintiff by his attorneys, Robinson & Woodburn, on this 14th day of September, A.D. 1897, and the Court doth find that the defendants James T. Dean and Irene C. Dean, 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.

The Court further finds on the pleadings and evidence that there is due the plaintiff from the defendant, James T. Dean, on the promissory note set forth in the petition with interest to the date of this decree, the sum of One Hundred and Seventy-one and 85/100 Dollars.

The Court moreover finds that said notes in the petition described were given as part payment of the purchase price of certain land in the petition described, sold and conveyed by Alsa Banks, this plaintiff intestate, to said defendant James T. Dean; and therefore that this plaintiff has a vendor's lien on said premises free from the dower of said Irene C. Dean, and that said vendors lien is the first and paramount lien on said premises; and plaintiff is entitled to have same sold for payment and satisfaction of said lien.

It is therefore considered by the Court that the plaintiff recover from the defendant, James T. Dean, the said sum of One Hundred and Seventy-one and 85/100 Dollars, and his costs herein expended.

And it is further adjudged and decreed that unless the defendant James T. Dean shall within four 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, said premises shall be sold as upon execution, and an order of sale shall issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as on execution, and that said Sheriff bring the proceeds of said sale into this Court for further order.

7375

7331

N. H. Lingrel vs Z. T. Haines — Court of Common Pleas, Union County, Ohio.

6792

This day this cause is dismissed for want of prosecution; and it is therefore ordered and adjudged by the Court that the plaintiff pay the costs of this action taxed at $

Court adjourned until 8 o'clock tomorrow morning.

Wednesday Sept. 15th 1897

Court convened at 8 30 O'clock A. M. pursuant to adjournment.
Present Hon Duncan Dow,
Judge.

7375 M. N. Hill vs Anna Hill Pitman } Court of Common Pleas Union County, Ohio.

Now came the defendant herein and the plaintiff being in default for Reply and demurrer, the Court find that the allegations of the answer are confessed by him to be true, and that the judgment sought to be revived in this proceeding is void for want of jurisdiction and service on the defendant or her appearance in the original action in which it was obtained.

It is therefore considered by the Court that the defendant, Anna Hill Pitman go hence without day and recover from the plaintiff her costs herein expended.

7331 The Incorporated Village of Marysville, vs The Cleveland Cincinnati, Chicago and St. Louis Railway Company. } Court of Common Pleas Union County, Ohio.

This day came this cause to be heard by the Court on the demurrer of the defendant to the petition of the plaintiff.

Whereupon the Court being fully advised in the premises doth overrule said demurrer to which ruling and decision of the Court the defendant then and there excepted, and thereupon defendant asked and obtained leave to refile his said answer forthwith, and said leave was granted by the Court

Wednesday Sept. 15th 1897.

7399 Irene M. Green vs Charles J. Green } Court of Common Pleas Union County, Ohio.

Now comes the plaintiff herein, and the defendant being in default for answer and demurrer, the court find that the plaintiff, at the time of 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 extreme cruelty, and for that reason the plaintiff is entitled to a divorce is prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Irene M. Green and the said Charles J. Green be, and the same is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said Children of the parties hereto be, until further order, confided to the said Irene M. Green exclusively - And the said Charles J. Green is hereby enjoined from interfereing in any manner with either of said Children, or with said Irene in custody of them, and from visiting said children until further order of the Court.

It is further considered by the Court that the said plaintiff recover from the said Charles J. Green her costs herein expended, and execution is awarded.

7373 Adam Becher vs Mary Becher } 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 she has failed to answer or demurrer 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 more than one year before the filing of the petition herein, and that the defendant has willfully abandoned the plaintiff without cause for the term of Seven years prior to filing the petition.

It is therefore 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 obligations of the same, and that the plaintiff pay the costs of this action, taxed at $

Wednesday Sept. 15th 1897

C. F. Fields
vs
Fred Fisher
6916

Court of Common Pleas
Union County Ohio.

This day again came the parties by their attorneys: also came the said jury who were heretofore impanelled and sworn according to law, and after hearing the remaining evidence, and the arguments of Counsel, the hour for adjournment having arrived, this case is continued until 8 30 O'clock tomorrow-morning.

State of Ohio
vs
M. S. Jolliff
7244

Court of Common Pleas
Union County, Ohio.

It is ordered by the Court that this cause be left off the docket.

Wednesday Sept. 15th 1897.

7410 Mariah E. Cassiday vs John Cassiday — 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 find that due notice of the pendency of this petition was given to the defendant according to law; but he has failed to answer or demurrer 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, Ohio, for one year before the filing of the petition herein; and that the defendant was guilty of gross neglect of duty toward plaintiff, and was an habitual drunkard.

It is therefore 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 obligations of the same, and that the plaintiff pay the costs taxed at $

7443

7442

Court adjourned until 8 30 O'clock tomorrow morning.

Thursday Sept. 16th 1897

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

Alta M. Elsworth
vs
Denna R. Elsworth
7443

Court of Common Pleas
Union County, Ohio.

On motion of the plaintiff, by her attorney, and good cause being shown therefor, it is ordered that an injunction be allowed to issue herein, enjoining the said defendant from conveying or encumbering or in any manner disposing of the real estate described in the petition, and from interfering with the plaintiff in any manner, and from disposing of or encumbering any of the property described in the petition.

And it is further ordered that the said injunction issue without bond.

The Deer Mower Company,
a corporation
vs
Rufus Abbott
7442

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 Richard L. Cameron, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred and Eighty Five Dollars and Ninety 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 Eighty Five Dollars and Ninety cents, being the amount of said note with interest computed at 6 per cent per annum from the first day of September A.D. 1897, and also its costs herein expended, taxed at $

Thursday Sept. 16th 1897

6916 C. L. Fields vs Fred Furer } 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) Sterling Corns, (2) Wm Biddle, (3) Robt. D. Finly, (4) Isreal Fogle, (5) D. M. Freshwater, (6) Benj. Carter, (7) E. N. Moore, (8) B. L. Robinson, (9) Jay S. Rogers, (10) Simon Staley, (11) Samuel Barnett, (12) John Wiley; who were heretofore duly impanelled and sworn according to law, and after hearing the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes the said Jury into open Court with their verdict in writing, signed by their foreman and say:

We, the Jury, being duly impanelled, sworn and affirmed, find the issues in this case in favor of the defendant, and assess the amount due to the defendant from the plaintiff at the sum of $11 99.

R. D. Finly, Foreman.

7366 Franklin Turner vs John Turner et al } Court of Common Pleas Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same.

And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at $260 00 for lots numbers 9 and 10 and at $500 00 for lot No. 11; 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. 7407

And it appearing to the Court that the said Franklin Turner, plaintiff, has elected to take said lot No. 11 (Eleven) at its appraised value, to-wit $500 00, and that the terms of payment are to be, One-third Cash, One-third in one Year and one-third in two years, with interest, and deferred payments to be secured by first mortgage upon the premises so taken.

And the Court finding that the costs of this action, including a Counsel fee of $18 75 to J. E. Griffith for his services herein in reference to said lot No. 11, amount to $47 96, being the proportion chargeable against said lot No. 11; and that there is due to the Treasurer of Union County, as taxes and penalty on said premises, the sum of $8 96; it is therefore ordered by the Court that upon payment being made to the Sheriff by the said Franklin Turner of his proportion of said costs and taxes, to-wit: the sum of $7 99, and upon his paying in cash to said Sheriff and in notes, payable to the respective parties, secured by mortgage upon the 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 lot No. Eleven (11) be, and it hereby is, adjudged to him, and

Thursday Sept. 16th 1897

the Sheriff is ordered thereupon to make and execute to him a conveyance therefor.

And the Court coming now to distribute the proceeds of said Lot No. 11, it is ordered that the Sheriff, upon receiving the same, as above, pay=

First= To the Treasurer of Union County, Ohio, $2.26, being the taxes and penalties due on said lot No. 11.

Secondly= To the Clerk of this Court the costs of this action chargable to said Lot No. 11, including counsel fee as aforesaid, the sum of $47.96.

Thirdly= To the defendant, John Turner, in cash the sum of $19.41, and also two notes for $27.75 each, due in one and two years from date; to the defendant, Ruth Herd, in cash the sum of $19.41, and also two notes for $27.75 each, due in one and two years from date; to the defendant, Mary Finley, in cash the sum of $19.41, and also two notes for $27.75 each, due in one and two years; to the defendant Christena Shirk, in cash the sum of $19.41, and also two notes for $27.75 each, due in one and two years; and to the defendant, Henry Turner, in cash the sum of $19.41, and also two notes of $27.75 each, due in one and two years, in full of their respective rights in said lot No. 11; all of said notes to bear interest.

And thereupon neither of said parties electing to take said lots Nos. 9 and 10 at their appraised value, on motion of the plaintiff, it is ordered that said lots Nos. 9 & 10 be sold at public auction at the north door of the Court House in Marysville, Ohio, and that an order issue therefor to the Sheriff of said Union County.

And on motion of the plaintiff, and for good cause shown, it is ordered that the sale be made for cash; and the Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Hattie P. Foote
vs
John J. Foote
7407

Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff, by her Attorney, and the Defendant having been legally summoned by publication, 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 extreme cruelty and 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 Hattie P. Foote and John J. Foote be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered and adjudged by the Court that said plaintiff be and is hereby restored to the name of Hattie P. Stoner; and it is further ordered and adjudged by the Court that the lands described in said plaintiff's petition be and the same is hereby decreed to said plaintiff free and clear of any dower of said defendant John J. Foote and that the plaintiff now Hattie P. Stoner hold the lands described in said petition free and clear from any dower of said defendant, and it is further considered by the Court that the said plaintiff recover from said John J. Foote, defendant, costs herein expended, and it is ordered that the plaintiff pay the costs of this prosecution.

Thursday Sept. 16th 1897

John Kelly, Plff. in Error } Court of Common Pleas
vs } Union County, Ohio.
The State of Ohio Deft. in Error } 7421

This cause came on for hearing upon the petition in error, the transcript and the original papers and pleadings from the Docket of the Mayor of Marysville, Union County, Ohio, and was argued by counsel.

On consideration whereof the Court find that the said Mayor erred in sentencing said John Kelly to the Dayton City Work House, in this to-wit; that the party making the affidavit was not the party injured and upon the plea of guilty could not sentence the Deft. John Kelly to the Dayton City Work House but should have recognized him to appear before the present term of Court. 7422

It is therefore considered by the Court that the judgment & sentence & finding of the said Mayor of said Village of Marysville, Ohio, be reversed and held for naught, and said John Kelly ordered released from the custody of the Superintendent and directors of the Dayton City Work House

The Bank of Marysville, } Before the Probate Judge.
7444 vs } Motion for Temporary Injunction in
W. S. Rogers et al } the Court of Common Pleas, Union County, Ohio.

And now, on this 18th day of September 1897, came the plaintiff by Messrs Robinson & Wordburn its 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 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 using, selling, or removing any and all of the property described in the petition and levied upon by the Sheriff of Union County Ohio, on a writ of Execution issued in favor of the said Bank of Marysville and against the said W. S. Rogers, 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 $200.00

James McCampbell Probate Judge.

Certificate of Copy.

The State of Ohio, Union County, ss.

I, James McCampbell 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, Ohio, this 18th day of September, 1897.

Seal

James McCampbell
Judge and ex-officio Clerk

Thursday Sept. 16th 1897

7421 Nannie A. Gray et al vs H. E. Cultright, Trees. } Court of Common Pleas Union County, Ohio.

Defendants motion to strike petition from files, for want of sufficient affidavit sustained by the Court.

Motion of plaintiffs to amend petition by affixing the proper Jurat with affidavit thereto granted by said Court.

7422 J. Ed Robinson, Sheriff, Plff. in Error vs Jane Hines, Deft. in Error } Court of Common Pleas Union County, Ohio.

This Cause came on for hearing this 16th day of September, 1897, upon the petition in Error and the transcript therewith filed, and was argued by Counsel; on consideration whereof, the Court find that there is Error therein apparent upon the record, to the prejudice of plaintiff in Error, in this, to-wit;

In the original action before the Justice of the Peace, herein sought to be reversed, the said justice failed to gain jurisdiction over the plaintiff in error because there was no proper service of summons upon him and because he resided and was summoned without the township in which said justice's court was held.

It is therefore considered by the Court that the said judgment of said justice of the peace be reversed and held for naught.

And it is therefore further considered that the plaintiff in Error recover from the defendant in Error all costs that have accrued herein up to this time, including the costs that accrued on account of the proceedings before said justice hereby reversed, to-wit the sum of dollars and cents, and execution is hereby awarded therefor.

Thursday Sept. 16th 1897.

7396 Stephen T. Hayt, et al vs Julia M. Baldwin et al — Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff this 16th day of September, 1897, by his attorney, and the petition thereupon coming on to be heard, the Court find that all of the defendants have had due legal notice of the pendency and demand of said petition, and that they are in default for answer and demurrer; and that the said petition is hereby confessed by them to be true.

Thereupon the Court find that the plaintiff Stephen T. Hayt is seized of and has a legal right to the undivided one-sixteenth part of the real estate described in the petition, and that the plaintiff James C. Hayt is seized of and has a legal right to the undivided one-sixteenth part thereof, and that each is entitled to have partition made of said premises; that the defendants are tenants in common with the said plaintiffs in said premises in the following proportions, to-wit; the said Julia M. Baldwin, William A. Hayt, Cordelia Caldwell, Sarah Lewis, Maria Puff, George W. Pratt, Augustus Lanning and Martha Thompson are each seized of and entitled to the undivided one-sixteenth part of said premises; the defendants Albert Caldwell, Eaton Caldwell, Bert Sauerman, Anna Sauerman, Lucy E. Hayt and Frank A. Hayt are each seized of and entitled to an undivided one-thirty part of said premises; the defendants Henry S. Redfield, Mary E. Redfield, Ernestine Forsch, Fredrick W. Hayt, John C. Hayt and Ada Keys are each seized of and entitled to the undivided one-forty eighth part of the premises; the defendants Edward Graves, Mary E. Graves, Fredrick W. Graves and Hellen M. Parker are each seized of and entitled to the undivided one-sixty fourth part of said premises.

And no reason appearing why partition should not be made; It is ordered, adjudged and decreed that partition of said premises be made; and that an order issue to the Sheriff of said County of Union, commanding him that by the oaths of George Smith, B. L. Talmage and E. Y. King, three judicious and disinterest freeholders, of the vicinity, who are hereby appointed commissioners for that purpose, he cause to be set off and divided to each of said parties hereto the part and portion of said premises to which they are hereinbefore severally found entitled. 7402

It is further ordered that if, in the opinion of said commissioners, said premises cannot be divided by meets and bounds as above required, they shall appraise the same at a just valuation.

And of his proceedings herein, the said Sheriff is hereby ordered to make due return without unnecessary delay. 4145

Court adjourned until 10 00 O'clock Monday Sept. 27th 1897.

Monday Sept. 27th 1897

Court convened at 10 30 O'clock A.M. Pursuant to adjournment
Present Hon. Duncan Dow,
Judge.

7396 Stephen T. Hayt, et al
vs.
Julia M. Baldwin et al } Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing upon the return of the Sheriff and the report of the commissioners heretofore appointed herein, and on the motion of the plaintiff to confirm the same, and it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of said estate at the sum of twelve hundred dollars, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public vendue, and that an order issue therefor to the Sheriff of Union County.

And on motion of the plaintiff, and for good cause shown, it is ordered that said estate be sold for cash.

And the said Sheriff is hereby ordered to return his proceedings to this Court without unnecessary delay.

7402 The Citizens Home Ed Savings Company
vs.
David J. Welch et al } Court of Common Pleas
Union County, Ohio.

On motion, leave is granted to defendant Emma J. Welch to plead to the petition and several cross-petitions herein filed within.

4145 David M. Robinson
vs.
P. C. & St. Louis Railway Co. } Court of Common Pleas
Union County, Ohio.

This day came on this cause to be heard on the demurrer of the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company to the plaintiffs third amended petition.

Whereupon the Court being fully advised in the premises overrules the said demurrer to which said Company excepts.

Monday Sept. 27th 1897

6614 Moses George vs Henry Moodie } 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) E. W. Morre, (2) B. L. Robinson, (3) Jay S. Rogers, (4) A. E. Popper, (5) John E. Hanniman, (6) Lewis Baker, (7) Samuel Barnett, (8) Sterling Corns, (9) Wm Biddle, (10) Robt. D. Finley, (11) D. M. Freshwater, (12) Benj. Carter; who were duly impanelled and sworn according to law; and after hearing the evidence and arguments of counsel the hour for adjournment having arrived, this cause is continued until 8 o'clock tomorrow morning.

7388 J. K. Scott vs Simon Fields } Court of Common Pleas, Union County, Ohio.

This day came on this cause to be heard on the motion of the defendant to set aside the judgment taken in this case; and the Court being fully advised in the premises do sustain the motion on the ground of mistake, and the Court ordered and adjudge that said judgment be, and the same is hereby set aside; and thereupon the defendant asked and obtained leave to file answer instanter and the defendant filed his answer.

7400 John N. Laird vs Isaac Laird et al } Court of Common Pleas, Union County, Ohio.

This cause now coming on for hearing on the petition and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of said petition, and that with the exception of S. N. McClelland, they are in default for answer and demurrer thereto, and that the answer and cross-petition of said S. N. McClelland does not controvert or deny any of the allegations of the petition, but goes only to the question of distribution.

Thereupon the Court further find that the plaintiff defendants hereinafter named are tenants in common in the estate described in the petition; and that the plaintiff John N. Laird has a legal right to the one-fifteenth part of said estate, and the defendants, Isaac Laird, Samuel D. Laird, William Laird, James Laird, George H. Laird, Allen Laird, Lincoln A. Laird, Anna Laird, Lula Fields, Bessie Laird, Mollie Sams, Ray T. Laird, Frank Laird and Clarence Laird, each have a legal right to the one-fifteenth part thereof; and that the plaintiff is entitled to have partition made of said premises, as prayed in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made, and J. C. Danforth, Levi Kerr and Samuel Westlake, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make and set off the same.

And it is ordered that a writ 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 of his proceedings herein, the said Sheriff is ordered to make due return.

Monday Sept. 27th 1897

7390 Lucinda Graham vs. Fred Leonard et al } Court of Common Pleas Union County, Ohio.

It appearing to the Court that the claim herein sued on, together with the costs of this action, has been paid, this cause is, upon motion of plaintiff dismissed.

7334 Bank of Richwood vs Alexander Cameron et al } Court of Common Pleas Union County, Ohio.

This cause coming on for hearing upon the pleadings, the Court find that the defendants have both been duly served with a summons and are in default for an Answer or demurrer, and that the defendant Francis T. Arthur as Admr. &c, is indebted only as security, and that the plaintiffs claim with interest at 8 per cent from the 11th day of Sept. 1896, to the first day of this term amounts to $415.82.

It is therefore ordered and adjudged that the plaintiff recover of the defendant Alexander Cameron as principal and Francis T. Arthur as Admr. of the estate of Samuel Johnson deceased, as surety, the sum of $415.82 with 8 per cent interest thereon until paid and his costs in this action expended taxed at $

7384 Belle Mitchell vs. D.N. Rittenhouse & Joseph Russell } Court of Common Pleas, Union County, Ohio.

This cause came on for hearing on the petition, the answer of the defendant Joseph Russell; the defendant D.N. Rittenhouse being in default for answer or demurrer, and was submitted to the Court without the intervention of a jury; On consideration whereof the Court find, on the issues joined between the plaintiff and the defendant Joseph Russell, for the said plaintiff, and find the allegations of the petition confessed as against the defendant D. N. Rittenhouse and that said defendants are indebted to plaintiff in the sum of $280.00, with 8% interest from Sept. 17th 1897.

And it being made to appear to the Court that the defendant Joseph Russell signed the note herein sued on as security for his co-defendant and received no part of the consideration.

The Court find that D.N. Rittenhouse is principal debtor and Joseph Russell surety in the above judgment; and it is ordered that execution issue accordingly.

7428 Central Bank vs Patrick Smith } Court of Common Pleas Union County, Ohio.

This day this cause is dismissed and costs paid. No Record.

Monday Sept. 27th 1897.

7425 The Citizens Home & Savings Company, vs. N. S. Alden et al — Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home & Savings Company, and the evidence; On consideration whereof the Court find that the defendants, N. S. Alden and Mattie Alden 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 said petition are thereby confessed by them to be true; and that there is due the said plaintiff, The Citizens Home & Savings Company, from the said defendant N. S. Alden on the contract in writing set forth in the said petition to the first day of this term, to-wit; September 7th 1897, the sum of Five Thousand Two Hundred and Forty Four & 31/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendants N. S. Alden and Mattie Alden his wife, executed and delivered to said plaintiff, The Citizens Home & Savings Company, their certain Mortgage as in the petition described, and on the premises therein described; that said Mortgage was duly recorded in Volume 33, page 292, of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said Mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, The Citizens Home & Savings Company, recover from the said defendant N. S. Alden the sum of Five Thousand Two Hundred and Forty Four & 31/100 Dollars, with weekly payments of Ten & 50/100 Dollars for each and every week from and after September 6th 1897, and its costs herein expended. 7405

And it is further ordered and decreed that unless the said defendant N. S. Alden, 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 weekly payments of $10.50 for each and every week from and after September 6th 1897, 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 cause said premises to be sub-divided into lots and to appraise, advertise and sell said premises after such sub-division, both in lots and the entire tract in one, as upon execution, and report his proceedings to this Court for further order.

7423 The Citizens Home & Savings Company vs. Effie A. Hord et al — Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home & Savings Company, and the evidence; On consideration whereof the Court find that the defendants Effie A. Hord and Charles V. Hord, 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 said petition are thereby confessed by them to be true; and that there is due the said plaintiff, The Citizens Home and Savings Company, from the said defendant Effie A. Hord on the contract in writing set forth in the said petition to the first day of this term, to-wit; September 7th 1897, the sum of Six Hundred and Ninety Six & 6/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendants Effie A. Hord and Charles V. Hord, her husband, executed &

Monday Sept. 27th 1897

delivered to said plaintiff, The Citizens Home and Savings Company, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 37, page 98, of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, The Citizens Home Ed Savings Company, recover from the said defendant Effie A. Hood the said sum of Six Hundred and Ninety Six & 66/100 Dollars, with weekly payments of One Ed 47/100 Dollars for each and every week from and after September 6th 1897, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant Effie A. Hood, 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 weekly payments of $1.47 for each and every week from and after September 6th 1897, 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.

Gertrude Hathaway
vs
Willis L. Hathaway
7405

Court of Common Pleas
Union County Ohio.

And now comes the said plaintiff, by Ayers and Ayers, her Attorneys, and the defendant having been legally summoned by publication, 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 extreme cruelty and habitual drunkenness, 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 Gertrude Hathaway and Willis L. Hathaway be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered by the said Court that the said Willis Hathaway pay to the plaintiff herein the sum of $300.00 as alimony in this suit, and that the said Gertrude Hathaway be restored to her maiden name of Gertrude Galispie.

Court adjourned until 8 30 O'clock tomorrow morning.

Tuesday Sept. 28th 1897.

Court convened at 8:30 O'Clock, A.M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge.

7235

6614 Moses George vs Henry Wardle } 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) Jay S. Rogers, Foreman; (2) E. W. Moore; (3) B. L. Robinson; (4) A. E. Copper; (5) John E. Harriman; (6) Lewis Baker; (7) Samuel Barnett; (8) Sterling Corno; (9) Wm Biddle; (10) Robt. D. Finley; (11) D. M. Freshwater; (12) Benj. Carter, who were heretofore duly impaneled and sworn according to law; and after hearing 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:

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 Thirty Dollars.

Dated Sept. 28th 1897. Jay S. Rogers, Foreman.

7064 Haymond Ingram vs. John Brown et al } 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) E. W. Moore, (2) B. L. Robinson, (3) Jay S. Rogers, (4) Simon Staley, (5) John E. Harriman, (6) Lewis Baker, (7) Samuel Barnett, (8) Sterling Corno, (9) Wm Biddle, (10) Robt. D. Finley, (11) D. M. Freshwater, (12) Benj. Carter; who were duly impaneled and sworn according to law, and after hearing the evidence in part, the hour for adjournment having arrived, this case is continued until 8:00 O'Clock tomorrow morning.

7236

7400 John N. Laird vs Isaac Laird et al } Court of Common Pleas, Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, and it appearing from said report that said Estate could not be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of said estate at $7280.00; the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at its appraised value, on motion of the plaintiff it is ordered that said estate be sold at public auction, on the premises, and that an order issue therefor to the Sheriff of said Union County, Ohio.

And said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Tuesday Sept. 28th 1897

7235 Uriah Cahill vs John Cahill et al } Court of Common Pleas Union County, Ohio.

This day this cause coming on to be heard upon the motion of the plaintiff for a confirmation of the report of the Special Master Commissioner and for the appointment of a Receiver herein.

The Court having carefully examined the Report heretofore filed herein of Hon. J. E. Griffith as Special Master Commissioner, the Court does hereby approve and confirm the said report in full and in all its particulars including the allowance for fees for Stenographer, Attorney and the Special Master.

And the Court further considering this case upon said portion for the appointment of a Receiver of the property and effects of the partnership heretofore existing between the plaintiff and defendants, and being fully advised in the premises; It is ordered that said J. E. Griffith be and he hereby is, appointed Receiver herein, and before entering upon his duties as such Receiver, he shall take an oath faithfully to perform them and execute with approved security a bond for the benefit of whom it may concern, in the sum of $1500 — conditioned according to law. Whereupon said Receiver shall take possession of all notes, due bills, books of accounts and all other evidence of debt as reported in the report of said Special Master filed herein, and shall proceed to settle and collect the same and for that purpose he may commence and maintain action in his own name as such receiver; that he shall pay out the money by him so collected to the various persons entitled thereto as shown by the report of said Master Commissioner filed herein; and fully settle and wind up the affairs of said partnership heretofore existing between Plaintiff and Defendants in accordance with said report, and make due report thereof to this Court.

7236 Darius McIntire vs A. Cameron et al } Court of Common Pleas Union County, Ohio.

This day came on this cause to be heard upon the motion filed herein by the Administrator of Samuel Johnson decd. which motion was overruled, and the cause coming on further to be heard, the Court finds that the defendant A. Cameron is principal upon the note sued on, and that Alf Scott and the estate of said Samuel Johnson decd, was signed by said defendant during his life time and said Alf Scott as securities only.

The Court further finds that there is due the plaintiff from the defendant A. Cameron as principal and the said Alf Scott, and the said estate of said Samuel Johnson, decd as securities the sum of $318.25.

It is therefore considered, ordered and adjudged by the Court, that the plaintiff recover of the defendant A. Cameron as principal and said Scott and said estate of said Johnson decd, the said sum of $318.25 and costs. with 6% interest.

Court adjourned until 8 30 O'clock tomorrow morning

Wednesday Sept. 29th 1897.

Court convened at 8 30 O'clock A.M. pursuant to adjournment,
Present, Hon. Duncan Dow
Judge.

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 impanelled and sworn herein; and after hearing the further evidence adduced in part, the hour for adjournment having arrived, this cause is continued until 8 30 O'clock tomorrow morning.

7426 The Citizens Home & Savings Company vs. Mattie Alden et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home & Savings Company, and the evidence; on consideration whereof the Court find that the defendants Mattie Alden and N. S. Alden 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 said petition are thereby confessed by them to be true; and that there is due the said plaintiff, The Citizens Home and Savings Company, from the said defendants Mattie Alden and N. S. Alden on the contract in writing set forth in the said petition to the first day of this term, to-wit; September 7, 1897, the sum of Seventeen Hundred and Twenty Five and 30/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendants Mattie Alden and N. S. Alden, her husband, executed and delivered to said plaintiff, The Citizens Home and Savings Company, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 33, page 150, of the Records of mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, The Citizens Home and Savings Company, recover from the said defendants, Mattie Alden and N. S. Alden, the said sum of Seventeen Hundred and Twenty Five and 30/100 Dollars, with weekly payments of Three and 75/100 Dollars for each and every week from and after September 6th 1897, and its costs herein expended.

And it is further ordered and decreed that unless the said defendants Mattie Alden and N. S. Alden, 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 weekly payments of $3 75 for each and every week from and after September 6, 1897, 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.
Sept. 27, 1897.

7302

7448

Court adjourned until 8 30 O'clock tomorrow morning

Thursday Sept. 30th 1897

Court convened at 8 30 O'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow.
Judge.

7302 John Robinson vs. John T. McCullough et al } Court of Common Pleas Union County, Ohio.

On motion leave is granted plaintiff to file reply and Reply filed.

7448 C. D. Perfect et al vs. W. R. Shetterly et al } Court of Common Pleas Union County, Ohio.

This day came the plaintiffs by their attorney; also appeared in open Court, for and on behalf of said defendants F. A. Thompson, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One Hundred & Thirteen Dollars and Fifty Two cents, being the amount of the principal & interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of One hundred and thirteen dollars and fifty two cents, and that said judgment bear interest at 8 per cent from the 30th day of Sept. A. D. 1897, and also costs herein expended, taxed at $

Thursday Sept. 30th 1897

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 who were heretofore duly impanelled and sworn according to law; and after hearing the further evidence adduced, the hour for adjournment having arrived, this cause is continued until 8 30 O'clock tomorrow morning.

7064

Court adjourned until 8 30 O'clock tomorrow morning.

Friday Oct. 1st 1897

Court convened at 8 30 O'clock A. M. pursuant to adjournment
Present, Hon. Duncan Dow,
Judge

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 who were heretofore impanelled and sworn according to law, and after hearing the further evidence adduced, and the arguments of Counsel, the hour for adjournment having arrived, this case is continued until 8 30 O'clock tomorrow morning.

Court adjourned until 8 30 O'clock tomorrow morning.

Saturday Oct. 2nd 1897.

Court convened at 8:30 O'clock A.M. pursuant to adjournment
Present, Hon. Duncan Dow
Judge.

7357 Mary R. Lee, Admx &c. vs H. M. Lee, et al } Court of Common Pleas Union County, Ohio.

Now comes the plaintiff herein and move the Court for leave to file petition within sixty days from this date,

Whereupon the court being fully advised in the premises do sustain said motion and grant such leave, and cause adjourned.

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 following named persons as jurors, to-wit: E. W. Moore, B. L. Robinson, Jay L. Rogers, Simon Staley, John R. Harriman, Lewis Baker, Samuel Barnett, Sterling Cross, Wm Biddle, Robt. D. Finley, D. M. Freshwater and Benj. Carter; who were heretofore duly impanelled and sworn herein, according to law, and after hearing the charge of the Court, the said Jury retired to their room for deliberation, in charge of the Sheriff; and after due deliberation the said Jury failed to agree upon a verdict, whereupon this cause is continued.

7395 Valentine Lorty vs Joseph Culbertson } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant to require the plaintiff to secure costs, and the Court being fully advised in the premises finds that the plaintiff is a non-resident of Union County, Ohio.

It is ordered and decreed that the plaintiff secure the costs in the case within twenty days from this date, and in case said costs are not secured within said twenty days this case is dismissed at the costs of the plaintiff.

Court adjourned until 10:30 O'clock, Tuesday morning Oct. 5, 1897

7355

7233

Tuesday Oct. 5th 1897

Court convened at 10 30 O'clock A.M. pursuant to adjournment,
Present, Hon. Duncan Dow,
Judge.

7355 Adam H. Taylor vs Ella E. Taylor } Court of Common Pleas
Union County Ohio.

This day this Cause was dismissed without prejudice to another action at costs of plaintiff.

7233 Catharine K. Pickins vs Theadore Reymer et al } Court of Common Pleas
Union County Ohio,

This day came the parties, and it appearing that the said Allen B. Struthers mentioned in the supplemental petition of the plaintiff has become the owner of the lands in the petition described and that he has adjusted the claim of the plaintiff to her full satisfaction, and the plaintiff consenting thereto, it is ordered that the sale heretofore made in this case, to J.R. Reymer be and the same is set aside, and the Sheriff is ordered to return to the said J.R. Reymer whatever money he may have advanced on said sale.

Tuesday Oct. 5th 1897

Court of Common Pleas
Union County, Ohio.

7382 Effie Dunn
vs
John B. Dunn

And now comes the said plaintiff, by J. M. Kennedy her 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 this 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 Wilfull absence and gross neglect of duty for more than three years 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 Effie Dunn and John B. Dunn be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and plaintiff is hereby restored to her maiden name of Effie Huyonge. It is further considered by the Court that the said Effie Dunn recover from said John B. Dunn her costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Thursday Oct. 5th 1897

Emma Miller
vs
7441 Linsey S. Douglass,
John D. Douglass
Grant H. Douglass,
Electa Douglass, widow
of David M. Douglass dec'd,
Jasper Converse, guard.
of Linsey S. Douglass,
John D. Douglass, and
Grant H. Douglass, minors.

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard upon the petition, the answer of the guardian of said minor defendants the waiver of said guardian and the pleadings and record in this 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 and pendancy, and demand of said action against them as required by law, and that the said plaintiff hath a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in said petition.

It is ordered by the Court, on motion of Robert McCorry, attorney for the plaintiff, that by the oaths of Charles Kennedy, Albert Adams and John Adams, judicious, disinterested freeholders of the vicinity, upon actual view of the premises, that partition be made of said lands, on following proportions, to-wit:

To Emma Miller the plaintiff, one equal half part thereof, and to the said Linsey S. Douglass, John D. Duglass and Grant H. Douglass each, the one equal one third part of the remaining half thereof in severally.

If the same can be done without manifest injury to the value thereof, and if not, that said premises be appraised at the true value thereof in money.

And it is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause partition to be made accordingly.

Court adjourned until 8.30 O'clock tomorrow morning.

Wednesday Oct. 6th 1897.

Court convened at 8 30 Oclock A. M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

In the matter of
The Soldiers Relief Commission
of Union County, Ohio

It appearing to the Court that the terms for which A. H. Gordwin and George M. McPeek were appointed members of the "Soldiers Relief Commission" of Union County, have expired;-

It is ordered that said A. H. Gordwin be and he is hereby reappointed a member of said Commission to serve for the Term of One year from the first monday of October and that said Geo. M. McPeek be reappointed as a member thereof to serve for the term of three years from the first monday of October 1897.

Duncan Dow
Judge of the Court of Common
Pleas of Union Co. Ohio.

7421

7073 Fleetwood Courtright vs. L. M. Taylor et al } Court of Common Pleas
Union County, Ohio.
"Supplemental Journal Entry and Marshaling of liens &c."

This day this cause coming on to be further heard on the cross-petition of the said Elizabeth J. Rogers and the said George Beecher on their mortgage and note from the defendant the said F. M. Taylor and the prayer to the Court to marshal the liens against the said lands so sold under the claim of the Connecticut Mutual Life Insurance Company, and there being no defense interposed against the said claims of the Elizabeth J. Rogers and the said George Beecher, the allegations in their respective answer and cross-petitions are taken as true, and the Court find that the said Elizabeth J. Rogers has the next best lien on said premises so sold, and that the said George Beecher has the third best lien thereon.

And the Court coming now to distribute the funds remaining in the hands of the Sheriff, under a former order of this Court, it is ordered that the Sheriff pay=

First= to the said Elizabeth J. Rogers, the amount of her claim, to-wit, the sum of Three Hundred and Ninety Four Dollars.

Secondly= to the said George Beecher the balance remaining in his hands, to-wit, the sum of Thirty Six and 87/100 Dollars, to be applied as a credit upon his judgment against the said defendant the said F. M. Taylor; And there still remaining due to the said George Beecher the sum of $652.00, it is considered by the Court, that he recover the same from the said defendant, F. M. Taylor, and Execution is awarded therefor.

7421

Wednesday Oct. 6th 1897.

Nannie A. Gray et al
vs
7421 H. E. Conkright Treas.

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on motion of the defendant to strike the exhibits from the petition herein and the same was argued by counsel and submitted to the Court, on consideration whereof the Court do sustain said motion.

Thereupon plaintiff asked and obtained leave to file an amended petition herein by October 9th 1897.

Sarah E. Baughman
vs
Jonas Baughman,
George Hanawalt
Esther Hanawalt

Court of Common Pleas
Union County Ohio.

This day came the plaintiff and dismissed this case as to George Hanawalt and Esther Hanawalt defendants as per agreement on the journal without prejudice, and at the costs of the defendants to May 4, 1897.

It is therefore adjudged and considered that the said defendants pay the costs of this suit up to May 4, 1897, including, and the costs of this entry, and execution is awarded therefor, costs taxed to $

Nannie A. Gray et al
vs
7421 H. E. Conkright. Treas.

Court of Common Pleas
Union County, Ohio.

Motion of defendant to strike from files, Amended Petition for lack of sufficient affidavit, sustained by said Court, and so ordered.

Motion of plaintiff for leave to amend said amended petition by affiting proper affidavit, granted by said Court.

Wednesday Oct. 6th 1897

Emma Sherman
7424 vs
Solomon P. Sherman

Court of Common Pleas
Union County Ohio.

Now come the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, 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. 7454

The Court also find from the evidence, that the, 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 said Emma Sherman and Solomon P. Sherman be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further ordered, confided to the said plaintiff.

It is further ordered ~~by the Court that the~~ plaintiff pay the costs of this proceedings, and execution is awarded. 7367

Lydia A. Gabriel
7418 vs
Aaron Gabriel

Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff, by W. J. Hopes her 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 adultery, and by reason thereof she is entitled to a divorce as prayed for. 7293

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Lydia A. Gabriel and Aaron Gabriel 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 child Nellie, of the said parties hereto, be, until the further order, confided to the said Lydia A. Gabriel.

It is further considered by the Court that the said plaintiff recover from said defendant her costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Court adjourned until 8 30 O'clock tomorrow morning.

Thursday Oct. 7th 1897

Court convened at 8.30 O'clock A.M. pursuant to adjournment

Present Hon Duncan Dow
Judge.

7454 Flora Grams et al
vs
Samuel Teegarden et al } Court of Common Pleas
Union County, Ohio.

This cause came on for hearing upon the application of the plaintiffs for leave to make service on the heirs and legal representatives of John W. Anderson deed by publication without naming them, and it appearing to the Court that said John W. Anderson is dead, and that the names and places of residence of the heirs and legal representatives of John W. Anderson deed, are wholly unknown to the plaintiff and can not be ascertained.

It is therefore ordered and adjudged that the plaintiffs get service on the said heirs and legal representatives of John W. Anderson deed, by publication in some News paper of general circulation in said County for 6 consecutive weeks without naming them.

7367 Frank O. Penney, Plff. in Error,
vs
The Village of Richwood, Deft in Error } Court of Common Pleas
Union County, Ohio.

Now came the parties hereto by their attorneys, and the plaintiff in Error having offered to allow judgment to be taken against him by the defendant in error for the costs of this action to date, taxed at $ and the defendant in error having accepted said offer. It is therefore ordered and adjudged that the defendant in Error recover of the plaintiff in error the costs of this suit, including the costs of the lower court taxed at $.

7293 Dora Moffitt
vs
W. F. White et al } Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard upon the demurrer of the defendants to the plaintiff's petition, and the Court after hearing the argument of counsel and being fully advised in the premises do overrule said demurrer, to which ruling and judgment the defendant excepts.

Thursday Oct. 7th 1897

Court of Common Pleas
Union County, Ohio

7309 George C. Tenney
vs
Michael Leonard, et al

This cause come on for hearing this 7th day of October, 1897, upon the petition the answer and cross-petition of the defendant Anna M. Triplett, the answer and cross-petition of the defendant A. C. Johnston, the answer and cross-petition of the defendant C. J. Johnston, and plaintiff's reply, and was submitted to the Court.

On consideration thereof the Court find that the defendants Michael Leonard and Peggy Leonard are in default for answer and demurrer, and that the allegations of the petition are thereby by them confessed to be true.

The Court therefore find that the said defendant Michael Leonard executed and delivered to the plaintiff the notes in his petition described and that the said Michael Leonard and Peggy Leonard, his wife, executed and delivered to plaintiff the mortgage deed in his petition described to secure the payment of said notes, and that by reason of said defendants breach of the conditions of said mortgage deed there is now due to plaintiff upon said notes the sum of One Thousand and Sixty Dollars and Fifteen Cents, with eight per cent per annum interest thereon from date of this entry until paid.

It is therefore considered that plaintiff ought to recover said amount from said defendant Michael Leonard, and judgment is hereby rendered accordingly.

The Court further find that said mortgage was duly left for record with the Recorder of Union County, on the 11th day of September, 1896, and was by him duly recorded in book numbered 38 at pages 491 and 492 of Union County records of mortgages, and that it is a good and valid lien upon the premises described in the petition; that the conditions of defeasance in said mortgage has been broken, and that the plaintiff is hereby entitled to have the said defendants equity of redemption foreclosed.

And the Court further find that all the parties to this action are in default for answer and demurrer to the answer and cross-petition of the defendant Anna M. Triplett, that they thereby confess the allegations of said pleading to be true, and that there is due her from the defendant Michael Leonard the sum of One Thousand and Eighty Seven Dollars and Twenty Six cents, with interest at the rate of eight per cent per annum thereon from this date until paid; and that to secure the payment of said sum of money the said defendant Michael Leonard and Peggy Leonard his wife, executed and delivered to the said defendant Anna M. Triplett their certain mortgage deed, as in her cross-petition described, and on the same premises described in the petition; that said mortgage was duly filed for record with the recorder of said County of Union on the 7th day of September, 1896, and was by him duly recorded in book numbered 38 at page 489 of the record of mortgages of said County; that said mortgage was on the 22nd day of September, 1896, duly delivered for record to the Recorder of Marion County, and was by him duly recorded in book numbered 40 at page 141 of Marion County records of mortgages; and that it is the first and best lien upon the said premises for the amount so found due.

7435

Thursday Oct. 7th 1897

It is therefore considered, adjudged and decreed that unless the said defendant Michael Lennard, shall, within one day from the entry of this decree, pay, or cause to be paid, to the clerk of this Court the costs in this action, and to the plaintiff and to the defendant Anna M. Triplett the respective sums so found due them, as aforesaid, with interest thereon at the rate of eight per cent per annum until paid, according to the tenor of their said mortgage deeds, 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.

John L. Thompson
Plaintiff in Error,
vs.
O. D. Browning
Defendant in Error

7435

Court of Common Pleas
Union County, Ohio.

This cause came on for hearing this 7th day of October, 1897, upon the petition in error and the transcript of the proceedings and judgment of Morris H. Hill, a justice of the peace for this said County; on consideration whereof the court find that there is error in said proceedings and judgment, and the said judgment is therefore reversed and annulled at the cost up to the present time, including the cost that accrued before said justice of the peace, 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.

Court adjourned until 1 30 O'clock P.M. Monday, Oct. 11th, 1897

Monday Oct. 11th 1897

Court convened at 1 30 O'clock P.M. pursuant to adjournment
Present Hon Duncan Dow
Judge

7413 Mariah Austin vs A. Cameron et al } Court of Common Pleas Union County, Ohio

This cause coming on for hearing upon the pleadings the Court find that the defendants have both been duly served with a summons and are in default for an answer or demurrer, and that the defendant F.J. Arthur as Administrator &c. is indebted only as surety, and that the plaintiff claim with interest at eight per cent to the 27th day of September 1897, amounts to $437 33.

It is therefore ordered and adjudged that the plaintiff recover of the defendant A. Cameron as principal and F.J. Arthur as Administrator of the estate of Samuel Johnson deceased, as surety the sum of $437 33 with 8 per cent interest on $400 00 of said judgment from Sept. 27th 1897, and 6 per cent interest on $37 33 of said judgment from Sept. 27th 1897 until paid, and her costs in this action expended taxed at $

5996 Moses Laird vs Adaline Laird et al } Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing upon the supplemental petition of John N. Laird, Administrator of Moses Laird, deceased, heretofore substituted as plaintiff herein in the stead of said Moses Laird.

The Court find that the defendants, Adaline Laird and William Laird have been duly served with summons upon said supplemental petition and are both in default for answer and demurrer thereto; And the Court being fully advised in the premises, find that the allegations of said supplemental petition are confessed by them to be true; and find that said defendants are indebted to said Administrator in the sum of Six Hundred and Ninety Seven & 79/100 ($697 79) Dollars.

It is further considered by the Court that the said plaintiff, John N. Laird, as such Administrator recover from the defendants, Adaline Laird and William Laird, the said sum of $697 79, and his costs herein expended, taxed at $

7289

7141 W.H. Dilsaver vs James Drake et al } Court of Common Pleas Union County Ohio.

This day this cause is settled and costs paid in full.

Monday Oct. 11th 1897

7362 Catherine E. Stewart vs Johnson Mooney, Ross W. Mooney, Mary Jane Lane, Rhoda W. Wolpert & Rosanna Mooney — Court of Common Pleas, Union County, Ohio.

This cause came on to be heard upon the petition, the answer of Johnson Mooney, the answer and cross-petition of Ross Mooney and Mary Jane Lane, and the answer and cross-petition of Rosanna Mooney, widow of Jacob Mooney deceased, defendants herein, and plaintiff's demurrers to each of the said answers and cross-petitions and the pleadings and record in the cause and was argued by counsel.; on consideration whereof the Court do sustain said demurrer; and the defendants not desiring to further plead; and it appearing to the satisfaction of the Court that all and every ~~of~~ said defendants have been duly notified of the bringing, pendancy, and demand of said action against them, as required by law, and that said plaintiff hath a legal right and estate in the premises described in the petition, and as therein set forth, and no reason appearing why partition should not be made as prayed for in said petition, it is ordered by the Court, on agreement of the parties hereto by their attorneys, that, by the oaths of John K. Dodge, J. Charles Kennedy and John T. Evans judicious disinterested freeholders of the vicinity, upon actual view of the premises, one full and equal third part of said lands in said petition described be set off to said widow, Rosana Mooney, as her dower estate therein, and that by the like oaths of the same John K. Dodge, J. Charles Kennedy and John T. Evans, upon like view partition be made of said lands, subject to said dower estate in the following proportions to-wit;

To the said Catharine E. Stewart, the plaintiff, one equal fifth part thereof; and to said Johnson Mooney, Ross W. Mooney, Mary Jane Lane and Rhoda W. Wolpert each the one fifth part thereof; if the same can be done without manifest injury to the value thereof, and if not that the said premises be appraised at the true value thereof in money.

And it is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned and said partition to be made accordingly.

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

7289 Dora Hill vs J. B. Crain Administrator — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard and on motion of the plaintiff, leave was granted to file his amended petition by the 16th day of October, 1897.

Monday Oct. 11th 1897.

7339 Alona Sanders vs William Sanders } Court of Common Pleas Union County, Ohio.

This day came this cause on to be heard and the plaintiff with the consent of the Court withdrew from the petition the second cause of action stated therein, to-wit; the charges of habitual drunkenness for the three years last past.

Thereupon this cause came on to be heard upon the petition and evidence.

On consideration whereof the Court being fully advised in the premises finds that the plaintiff had been a resident of the State of Ohio for more than a year previous to the time of filing her petition, and that at the time of ~~o~~ filing her petition she was a bona fide resident of said County of Union.

The Court further find that the parties were married as stated in the said petition, and that the Children therein named have been born to said parties, and that they are in the possession of and cared for by the plaintiff = and that the ages of the said children are correctly stated in the petition.

The Court further finds that the said Defendant has been guilty of extreme cruelty as charged in the said petition, and that by reason thereof the plaintiff is entitled to be divorced as prayed for in the petition.

It is therefore considered, ordered and decreed by the Court that the marriage relation heretofore existing between the parties be and the same is dissolved, annulled and set aside and both parties be released from the obligations of the same.

It is further ordered and decreed by the Court, that the care, custody, guardianship and control of said children be confided to the plaintiff until the further order hereof, and that the defendant be permitted to visit said children on the 2nd and 4th Thursdays of each month until the further order hereof.

It is further ordered by the Court that the defendant be divested of all interest by Dower or otherwise in plaintiffs Real Estate, and that the defendant be released from paying alimony to the plaintiff at any time.

It is further ordered and decreed by the Court that the plaintiff pay the costs made by her including her witnesses, and that the defendant pay the costs made by him including the cost of his witnesses, and judgment and execution is awarded therefor.

7400 John N. Laird vs Isaac Laird et al } Court of Common Pleas Union County, Ohio.

For good cause shown leave is granted to John N. Laird, Administrator of Moses Laird, deceased, to file answer herein within thirty (30) days.

Monday Oct. 11th 1897

7430 Beech Dorning & Co vs R. P. Kile et al — Court of Common Pleas, Union County, Ohio.

This day came this cause on to be heard upon the demurrer of the defendants to the second cause of action set up in the petition, for grounds in said motion stated.

On consideration whereof the court being fully advised in the premises sustains said demurrer.

Thereupon the plaintiff asks and had leave of the Court to file an amended petition in 30 days.

7377 Mary Hill vs J. B. Crain, Admr. &c. — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard and on motion of the plaintiff, leave was thereby granted to file his amended petition by the 16th day of October, 1897.

7233 Catherine K. Pickins vs Theadore Rupper et al — Court of Common Pleas, Union County, Ohio.

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

On consideration whereof the Court find that said Allen B. Struthers, since this action was commenced became the owner of the land in the petition described, and that he has adjusted the lien of the plaintiff to her satisfaction, and the Court find that the claim set up in the answer and cross-petition of Sarah Green is not a lien upon said land.

The Court find that the costs herein have been paid, and it is therefore ordered and adjudged by the Court that this cause be dismissed.

7402 The Citizens Home & Savings Company vs David J. Welch et al — Court of Common Pleas, Union County, Ohio

This cause coming on for hearing on the demurrer of The Marysville Lumber Company et al to answer and cross-petition of Emma J. Welch herein was argued and submitted by counsel of the parties.

On consideration whereof said demurrer was by the Court overruled, to which overruling the said demurrers excepted.

Monday Oct 11th 1897

7429 Beech Downing & Co. vs Robt Perdam et al } Court of Common Pleas Union County, Ohio.

This day came this cause on to be heard upon the demurrer of the defendants to the second cause of action set up in the petition. 7451

On consideration whereof the Court being fully advised in the premises sustained said demurrer.

Thereupon the plaintiff asked and had leave of the Court to file an amended petition herein in 30 days.

7414 Cassie McDonald vs A. Cameron Ex. F. J. Arthur, as Admr. of A. Johnson, decd. } Court of Common Pleas Union County, Ohio.

Now comes the plaintiff by her attorneys, and the defendants being in default for answer and demurrer, the Court find that A. Cameron as principal and F. J. Arthur, as Administrator with the will annexed, of the estate of A. Johnson, deceased, as security, are indebted to the plaintiff herein, Cassie McDonald in the sum of $205.07.

It is therefore considered by the Court that the said plaintiff recover from the said defendants, as aforesaid, the sum of $205.07, and her costs herein expended, taxed at $ 6968

6614 Mrs. Georgie vs Henry Mordie } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant to set aside the verdict heretofore rendered herein, and for new trial was argued by Counsel and submitted to the Court, on consideration, the Court overrules said motion for a new trial.

It is therefore considered ordered and adjudged by the Court that the plaintiff recover from the defendant the sum of $30.00, with interest from the 28th day of Sept. 1897, and costs herein taxed at $ and that in default of payment thereof, that execution be issued therefor against said defendant to all of which holding of the Court the defendant then and there excepted. 7379

Court adjourned until 8.30 O'clock tomorrow morning

Tuesday, Oct. 12th 1897.

Court convened at 8 30 O'clock A. M. pursuant to adjournment.

Present Hon. Duncan Dow, Judge.

7451	James Chavous Plff. in Error vs State of Ohio Defd. in Error	Court of Common Pleas Union County, Ohio.

On motion of plaintiff in Error and upon good cause shown, the plaintiff has leave to file a petition in Error.

Thereupon came the parties by their attorneys and this cause was submitted to the Court upon the transcript of the record from the Docket of the Mayor of said Village and upon the petition in Error; upon consideration whereof the Court finds there is error manifest upon the record herein, prejudicial to the plaintiff in Error in this, that said Mayor had no authority to sentence the plaintiff in error to imprisonment without the waiver of a Jury in writing; and further because the Magistrate erred in pronouncing several judgments against plaintiff in error.

It is therefore considered and adjudged that the sentence and judgment of said Mayor be, and the same is hereby reversed at the costs of Defd. in Error, and the plaintiff in error discharged from custody.

6968	M. M. Dickey vs E. Kirk	Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the motion of the defendant for a new trial; and the same was argued by counsel and submitted to the Court.

On consideration whereof the Court do overrule said motion.

It is therefore considered by the Court, that the said plaintiff recover from the said defendant the said sum of Fifty Four Ed 74/100 Dollars, as heretofore found due her, together with her costs herein expended, to all of which decisions and judgments of the Court the defendant then and there excepts.

7379	Thomas E. Hazzard vs Daniel A. Cross	Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant to require the plaintiff to secure costs; and the Court being fully advised in the premises finds that the plaintiff is a non resident of Union County, Ohio.

It is ordered and decreed that the plaintiff secure the costs in the case within thirty days from this date, and in case said costs are not secured within said thirty days, this case is dismissed at the costs of the plaintiff.

Tuesday Oct. 12th 1897

6916 — C. L. Fields vs Fred Furer — Court of Common Pleas, Union County, Ohio.

This day came this cause on to be heard upon the motion of plaintiff for new trial; On consideration whereof the Court being fully advised in the premises overrules said motion.

Thereupon the defendant asked judgment on the verdict of the Jury heretofore rendered in this case and the same is granted by the Court.

It is therefore considered, ordered and adjudged by the Court that the defendant recover of the plaintiff the sum of Eleven Dollars 99/100 ($11.99), the amount so found due by the Jury, together with his costs in this action expended, taxed to $

7360

7313 — A. J. Wilson, Executor vs Abraham Deer et al — Court of Common Pleas, Union County, Ohio.

This case is dismissed, the parties having settled the case and paid the costs.

7363

7326 — The Toledo & Ohio Central Rail Road Co. vs George Myers et al — Court of Common Pleas, Union County, Ohio. Nov. 2, 1897

It is ordered by the Court that the defendant in error George Myers and wife who are now the plaintiffs in this case file their petition in this case within twenty days and in default thereof that this cause be dismissed for want of prosecution at their costs.

4145 — David M. Robinson vs The P. C. C. & St. L. Ry. Co. — Court of Common Pleas, Union County, Ohio.

On motion of defendant in open Court, it is granted leave to file an answer on or before Nov. 1st, 1897.

Tuesday Oct. 12th 1897

7360 Sarah E. Baughman vs Jonas Baughman et al } Court of Common Pleas Union County, Ohio.

This day came the plaintiff, and the defendant Jonas Baughman being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that the plaintiff was at the time of filing her petition a bona fide resident of this County of Union, and that she is entitled to alimony out of the estate of her husband, the said defendant.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Four Hundred Dollars ($400.00) payable as follows; $100 thereof in 30 days, $100 in one year, $100 in two years and $100 in three years from the entry of this decree; and in default of said payment for 3 days Execution is allowed to issue therefor.

It is further ordered that the said defendant pay the costs herein taxed to $, within 5 days or that execution be awarded to issue therefor.

7363 Harmon Patch vs Martha Patch et al } Court of Common Pleas Union County, Ohio.

This cause came on to be heard upon the petition and the answer of Martha Patch, widow of Harmon Patch Sr. deceased, and the pleadings and record in this cause and was argued by counsel.

On consideration whereof, and it appearing to 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 since plaintiff hath a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made, as prayed for in said petition, it is ordered by the Court, on motion of Porter & Porter, attorneys for plaintiff, that by the oaths of Albert Adams, John D. Adams and Warren Harris, three judicious disinterested freeholders of the vicinity, upon actual view of the premises, one full and equal third part of said lands, in said petition described be assigned, and set off to the said widow, Martha Patch, as her dower estate therein, and that by the like oaths of the same Albert Adams, John D. Adams and Warren Harris, upon like actual view, partition be made of said lands, subject to said dower estate in the following proportions, to-wit:

To the plaintiff Harmon Patch, one equal ten-eighty-first part thereof; and to the said Elizabeth Benson, A. Lemuel Patch, Mathew Patch, Daniel B. Patch, John Patch, James Patch and Jane Stoll, each the ten-eighty-first part thereof; and to Martha Patch, the widow as aforesaid, the one equal one-eighty part in fee simple, 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 free from said dower estate of the said widow Martha Patch. And it is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned and said partition to be made accordingly.

Tuesday Oct. 12th 1897.

7456 Ollie E. Price vs James H. Price } Court of Common Pleas Union County, Ohio. 949

On motion of the plaintiff by her attorney, and good cause being shown therefor, it is ordered that an injunction be allowed to issue herein injoining the defendant from disposing of his property as prayed for and described in her petition until further order of the Court, and without bond.

948 State of Ohio vs Pearl Gibson } Court of Common Pleas, Union County, Ohio. Indictment for Assault and battery. 7363

This day came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into open Court and arraigned upon said indictment, for plea thereto says "he is not guilty" and puts himself upon the Country, and by agreement said cause is continued until next term of this Court, and said Court requires said defendant to enter into bond in the sum of One Hundred Dollars for his appearance at the next term of Court.

944 State of Ohio vs J.H. Schmidt } Court of Common Pleas Union County Ohio. Indictment for, Cutting with intent to wound.

This day came the Prosecuting Attorney on behalf of the State of Ohio, and with leave of Court entered a Nolle prosequi on the above indictment.

940 State of Ohio vs Jacob Elliott } Court of Common Pleas Union County, Ohio. Indictment for, Indecent Exposure of person. 7122

This cause came on for hearing and the defendant being in open Court, said cause is continued until the next term of said Court by agreement, and said defendant ordered by said Court to give bond in the sum of $100.00.

Tuesday Oct. 12th 1897.

949 State of Ohio vs Pearl Gibson } Court of Common Pleas Union County, Ohio.

Indictment for cutting with intent to wound.

The Prosecuting Attorney comes on behalf of the State of Ohio, and the defendant being in open Court and arraigned upon said indictment, for plea thereto says "he is not guilty," and said cause is by agreement continued until next term of this Court, and the Court order said defendant to enter into bond of Three Hundred ($300.00) Dollars to appear at next term of this Court.

7363 Harmon Patch, Jr. vs Martha Patch et al } Court of Common Pleas Union County, Ohio.

On motion to the Court by Porter and Porter, attorneys 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; 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 the said estate be sold at public auction, by the Sheriff of said County of Union, according to the Statute in such cases made and provided, free of the dower estate of said Martha Patch, widow of Harmon Patch senior, deceased, upon the following terms to-wit; One-third cash in hand 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 defered payments to be evidenced by the promissory notes of the purchaser, payable to the parties respectively entitled, and secured by mortgage on the premises.

7122 Mary Chapman, an infant by her next friend John Chapman vs H. C. Wilgus Ex. John Wiley } Court of Common Pleas Union County, Ohio.

This day on motion of defendant the plaintiff is ordered and required to enter security for costs in this action in 30 days from October 30th 1897; the Court finding from the evidence that both plaintiff and her next friend, are non-residents of the County of Union; and in default of such security, that this case is ordered and adjudged to stand dismissed.

Tuesday Oct. 12th 1897

Certificate for pay.

Sheriff's Office, Union County, Ohio.
Marysville, Ohio, Oct. 12th 1897.

To Hon. Duncan Dow, Judge.

The Court charges for the September Term, A.D. 1897, Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio,
To J. E. Robinson, Sheriff, Dr.

To serving Grand Jury Venire	$ 4.00
" 112 miles for serving Grand Jury	$ 8.96
" serving Petit Jury Venire	$ 4.00
" 105 miles for serving Petit Jury	$ 8.40
" serving Grand Jury witnesses	$ 4.10
" making 41 copies, Grand Jury Witnesses.	$ 4.10
" 460 miles travel, Grand Jury Witnesses	$36.80
" Calling 54 Grand Jury Witnesses	$ 2.70
" Joseph Lawrence 22 days, Court Bailiff	$44.00
" Allen Harris " " " "	$44.00
Total	$161.06

I hereby certify the above bill to be correct.

J. Ed Robinson
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.

Duncan Dow
Judge of the Court of Common Pleas.

7456

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 Cary, in the County of Wyandot, and in the state of Ohio, on the third Tuesday of October, A. D. 1897, to fix the time for commencing the Terms of Court in said District for the year 1898, 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 1898 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 3rd	April 4th	September 12,	
" Hancock	" " 3rd	" 4th	" 12	
" Hardin	" February 28	May 23	October 24,	
" Logan	" " 21	" 9	" 24,	
" Marion	" " 14	" 16,	September 12,	
" Seneca	" " 14,	" 16,	October 24,	
" Union	" January 3,	April 4,	September 6,	
" Wood	" " 3,	" 4,	" 12,	
" Wyandot	" " 3	" 4,	" 12,	

In Testimony of which we have hereto set our hands at the date herein before set forth.

J. W. Schaufelberger
Charles M. Mulhern
Duncan Dow
Allen Smalley
James C. Tobias
} Judges.

Ollie C. Price
vs
James H. Price
} Court of Common Pleas
Union County, Ohio.

7456

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 One Hundred Dollars for the support and maintenance of herself and minor children during the continuance of this action, and that she also be allowed the sum of Fifty Dollars as and for her expenses in conducting this action.

It is therefore ordered that the said James H. Price, defendant, pay to the said Ollie C. Price or Attorney J. B. Cole immediately upon the entry of this order the said sum of One Hundred and Fifty Dollars, and in default of such payment for one day, execution is allowed to issue therefor.

Done at chambers this 23rd day of October, 1897.

Duncan Dow
Judge of Court of Common Pleas
of 3rd Sub. of 10 Judicial District.

Tuesday Oct. 12th 1897.

7331 The Incorporated Village of Marysville, vs. The Cleveland, Cincinnati, Chicago & St. Louis Rail way Company. } Court of Common Pleas Union County, Ohio.

This day came on this cause to be heard on the pleadings and evidence, and the Court upon full hearing being fully advised in the premises find for the plaintiff and against the defendant, and that there is due the plaintiff from the defendant by reason of the premises the sum of One Hundred & Sixteen & 25/100 Dollars, with interest from Oct. 31, 1896, and the further sum of One Hundred and Sixteen & 25/100 Dollars, with interest from Jany. 31, 1897, making a total due this 12th of Oct. 1897, the sum of Two Hundred and Forty & 95/100 Dollars, which is a lien upon the real estate, right of way, iron rails, side tracks, depot grounds and other property known as the Cleveland, Cincinnati, Chicago and St. Louis Rail way situate within the County of Union, and being its right of way, iron rails, Rail Road tracks, side tracks and depot grounds as used by and occupied by said defendant.

It is therefore considered, ordered and adjudged by the Court, that the plaintiff recover of the defendant said sum of Two Hundred & Forty Two & 95/100 Dollars and its costs herein expended taxed to $

And further the Court order and decree that said lien be enforced and if defendant fail for ten days to pay said judgment and costs and interest that an order of sale issue according to law to the Sheriff of this County, commanding him to appraise, advertise and sell said right of way, iron rails, side tracks, depot grounds within said County of Union, or so much thereof as may be necessary to satisfy said judgment, costs and interest, to all of which defendant excepts and gives notice of its intention to appeal to the Circuit Court, and the Court at the defendants request fixed the appeal Bond at One Hundred Dollars.

7438

7441 Emma Miller vs. Quincey S. Douglass, John D. Douglass & Grant H. Douglass } Court of Common Pleas Union County, Ohio.

On motion to the Court by Robert McCorry, attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and also the report and the proceedings of the Commissioners heretofore appointed, and the same being examined by the Court, it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed, and that the said parties hold in severalty the shares set off and assigned to each, respectively, by said Commissioners.

And it is further ordered that the costs and expenses of this suit, taxed at $, and also an attorney fee of $82.50, allowed and to be paid to Robert McCorry attorney for said plaintiff be paid within thirty days by the parties in the following proportions to-wit;- Emma Miller, the plaintiff to pay one half of the whole costs, the said Quincey S. Douglass the one sixth, John D. Douglass the one sixth and Grant H. Douglass the one sixth, (each defendant the one sixth of the whole costs and expense of this case), and in default thereof that execution issue therefor.

And it is further ordered that the Clerk be hereby

Tuesday Oct. 12th 1897

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. - See Sec. 4138, R. S.

The Hon. Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio, this day appointed Thomas H. Biddle, and Thomas Mulcahy to assist William T. Harper, Prosecuting Attorney of said County, to examine the Report of the Commissioners of said County, and leave a report of their examination with the Auditor of said County.

Approved,

Duncan Dow

Judge.

Randolph Wilcox et al
vs.
Louisa V. [illegible] et al } Court of Common Pleas, Union County, Ohio

7438

Nov. 12, 1897.

This day came the plaintiff in the above cause and dismiss his action without prejudice to a future action.

In the matter of the appointment of a member of the Soldiers Relief Commission to fill the vacancy occasioned by the death of A. H. Goodwin } Union County, Ohio.

It is ordered that James M. McIlroy of Union Township be and he is hereby appointed a member of the Soldiers Relief Commission in and for Union County, Ohio, to fill the unexpired term of A. H. Goodwin deceased.

Duncan Dow

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

November 17, 1897.

The State of Ohio, Union County, ss.

To the Honorable Duncan Dow, Judge of the Court of Common Pleas, of said County.

I, John C. Guthrie, Recorder of Union County, Ohio, hereby appoint Effie B. Guthrie of Marysville, Ohio, to be one of my deputies.

To be approved the 19th day of November A.D. 1897.

John C. Guthrie
Recorder Union County, O.

The above appointment of Effie B. Guthrie to be Deputy Recorder of Union County, is hereby approved.

Duncan Dow

Judge of Court of Common Pleas
In and for Union County, Ohio.

Nov. 19th 1897.

Court adjourned until Friday Nov. 26, 1897

7207 The Citizens Home and Savings Company vs Alice C. Rogers et al } Court of Common Pleas Union County, Ohio

This judgment and order of sale is satisfied by a new note and Mortgage, this day filed for record in the Recorder's Office of Union County, Ohio.

Nov. 18th 1897

The Citizens Home and Savings Company, by John M. Brandeck Atty.

7218

Friday Nov. 26th 1897

Court convened at 1-30 O'clock P. M. pursuant to adjournment.
Present Hon. Duncan Dun
Judge

The Northwestern Mutual Life Insurance Company, a corporation organized under the laws of the State of Wisconsin,
vs
7218 Winfield S. Carpenter and Nelly Carpenter

Court of Common Pleas
Mine County, Ohio.

On motion of the said plaintiff, by Sayler & Sayler, its attorneys, and on producing the return of the Sheriff of the sale made herein under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same have been had in all respects in conformity with the law and the orders of this Court, It is ordered that said proceedings and sale be, and they are hereby approved and confirmed.

It is further ordered that the said Sheriff convey to the said purchaser The Northwestern Mutual Life Insurance Company by deed according to law, the property so sold to it, 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 hereby awarded to put the said purchaser in possession of the said premises.

It is further ordered that the Clerk of this Court cause a release of the mortgage herein sued on as to said real estate so sold herein, together with a memorandum of the title and number of the case, the character of the proceedings and the volume and page of record where recorded to be entered upon the record of said mortgage in the office where the same is recorded, but nothing herein shall affect the lien of the said mortgage upon the proceeds of the sale of said premises.

And the Court now coming to consider the matter set up in the supplemental petition of The Northwestern Mutual Life Insurance Company filed herein, do find that the matters therein set out are true, and that there is due to the said The Northwestern Mutual Life Insurance Company from the said defendants for said money paid for taxes upon the said premises in the petition described, together with interest thereon to November 26th 1897, the sum of Thirty-Eight Dollars and Sixty-five cents ($38.65) and being the taxes for the year 1896, and prior delinquency, and that by the terms of said mortgages the same is to be added to and be deemed part and parcel of the moneys secured by said mortgage, and to bear interest from the time of payment at the same rate as the principal debt secured by said mortgage, and is a first and best lien on said premises.

And the Court now coming to distribute the proceeds of the sale of said premises, which the Court find to be

Friday Nov. 26th 1897.

the sum of Seventeen Hundred and Sixty (1760) Dollars, it is ordered that the said Sheriff out of the proceeds of sale pay;

1st. To the Treasurer of Union County, Ohio, the taxes upon the said premises, for the year 1897, in the sum of $23.56;

2nd. To the Clerk of this Court the costs of this proceeding, taxed at $108.34;

3rd. To the Northwestern Mutual Life Insurance Company, or to Sayler & Sayler its attorneys, for taxes paid upon the said premises for the year 1896, and prior delinquency as hereinbefore found, the sum of $38.65;

4th. To the Northwestern Mutual Life Insurance Company, or to Sayler & Sayler its attorneys, all the residue and remainder of the said purchase money left after the payment of the amounts of money hereinabove ordered to be paid, to-wit; the sum of $1589.46, and which said sum of $1589.46 is to be a credit on account of the amount found due to the said The Northwestern Mutual Life Insurance Company in the decree heretofore entered herein.

And there still remaining due to the said The Northwestern Mutual Life Insurance Company from the said Winfield S. Carpenter, on the 26th day of November, 1897, on said decree, the sum of $513.26 with interest thereon from November 26th 1897, at the rate of six and one-half per centum per annum, payable semi-annually, execution is awarded against the said Winfield S. Carpenter therefor.

7378

7427

S. E. Owens
vs
W. J. Slemmings et als.

Court of Common Pleas
Union County, Ohio.

This day came the parties by their attorneys, and submitted this cause to the Court upon the pleadings and evidence. On consideration whereof the Court being fully advised in the premises finds that there is due to the plaintiff Sarah E. Owens from the defendants W. J. Slemmings and L. O. Slemmings upon the promissory note set forth in the petition the sum of Two Hundred and Sixty four 54/100 Dollars.-- It is therefore considered by the Court that the said plaintiff Sarah E. Owens recover from the said W. J. Slemmings and L. O. Slemmings the said sum of Two Hundred and Sixty-four and 54/100 Dollars and her costs herein expended taxed to $

The Court further find that in order to secure the prompt payment of said note the defendants W. J. and L. O. Slemmings executed and delivered to the said Sarah E. Owens, the plaintiff, their certain Mortgage as in the petition described, and on the premises therein described, that said premises is partnership property, and said indebtedness is partnership indebtedness and that as against the same no dower attaches in favor of the said Laura and Ella Slemmons.

The Court further find that said Mortgage was duly recorded as stated in the petition and that it is the first and best lien upon said premises. It is therefore considered and adjudged that unless the defendants W. J. Slemmings & L. O. Slemmings shall within ten days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the first day of this term of Court, the defendants Equity of redemption be foreclosed, and said premises shall be sold free of dower 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 it is further ordered that upon payment of the said sum found due and cost, that the Clerk enter satisfaction of said Mortgage upon the proper record thereof in the office of the Recorder of said County.

Friday Nov. 26th 1897

7378 A. J. Miller Admr &c vs James T. Dean et al } Court of Common Pleas Union County, Ohio.

On motion of plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this court, and the court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, J. P. Crowder by deed, according to law, the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to said purchaser to put him in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to One Hundred and Thirty Seven Dollars; it is ordered that the Sheriff, out of the money in his hands pay, as follows:

First= The costs of this action taxed at Thirty Seven Dollars and Forty three cents.

Second= To Treasurer of Union County for delinquent Taxes Two and 26/100 Dollars and for Taxes of 1897, Two and 12/100 Dollars.

Third= To the plaintiff A. Jay Miller Administrator of estate of Alva Banks deceased, the balance of said money remaining in his hands to-wit, the sum of Ninety Five and 19/100 Dollars to be applied as a credit upon his judgment against said defendant.

And there still remaining to said A. Jay Miller Administrator as aforesaid the sum of Seventy Six and 66/100 Dollars; it is considered that he recover the same from the defendant James T. Dean, and execution is awarded therefor.

Friday Nov. 26, 1897

7374 George Moder, Guard, etc. vs John S. Kliber et al. } Court of Common Pleas, Union County, Ohio.

On the motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed; and the Sheriff is ordered by deed duly executed to convey said premises described as Tract No. one in the order of Sale herein, to the purchaser Conrad Dellinger in fee simple, and said Tract No. 2, as described in said order of sale to the purchaser John V. Eirich in fee simple.

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

First= To the Treasurer of Union County $16.74 being the taxes due on said premises.

Secondly= To the Clerk of this Court the costs of this action, including a counsel fee of $69.55 to Cameron & Cameron for their services herein, taxed at $141.77.

Thirdly= And of the residue of the proceeds of said sale, to the plaintiff George Moder as Guardian of William Moder and Charles Moder, minors for each of said minors the one-twenty-fourth of the cash proceeds, to-wit; $20.97 and the one-twenty-fourth of the notes for the deferred payments.

To the said defendants John S. Kliber, Barbara Blumenschein, Frederica Scheidner Bryce Strong husb. of and Elizabeth Shuppert each one-sixth of the cash proceeds of said sale, to-wit; $83.88 and the one-sixth of the notes for the deferred payments. 745

To the defendants George Kliber, John Kliber and Emma Nevlp, each the one-eighteenth of the cash proceeds of said sale to-wit; $27.96 and the one-eighteenth of the notes for the deferred payments, and to the defendants John W. Moder and Edward L. Moder each the one-twenty-fourth of the cash proceeds of said sale to-wit: $20.97, and the one-twenty-fourth of the notes for deferred payments.

7450 Jacob L. Horn vs John Habterman et al } Court of Common Pleas Union County, Ohio.

Now came the plaintiff herein by his Attorney, and his petition thereupon coming on to be heard, the Court find that all of the defendants have had due legal notice of the pendency of this action and of the demand of said petition, and that they are in default for answer and demurrer; and that the allegations of said petition are thereby by them confessed to be true.

Friday Nov. 26, 1897.

Thereupon the Court find that the plaintiff is seized of and has a legal right to an undivided one-twelfth part of the real estate described in the petition and is entitled to have partition made thereof.

That the defendants are tenants in common with the plaintiff in said premises in the following proportions, to-wit:

That the defendants John Habberman, Henry Zeig, John Reichardt and George Jacobs are each seized of and legally entitled to an undivided one-eighth part thereof, and that the defendants John Zeig, Jacob Bentzler, Joseph Kirby and D. S. Copp are each seized of and legally entitled to an undivided one-twelfth part thereof.

And no reason appearing why partition should not be made, it is therefore ordered, adjudged and decreed that partition of said premises be made, and that an order issue to the Sheriff of said County of Union, commanding him that by the oaths of Burt Cahill, B. L. Talmage and A. B. Conlright, 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 plaintiff and to each of said defendants the part and proportion of the said estate to which they are hereinbefore found to be respectively entitled.

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

Flora Graves
to
Samuel Teagarden et al

Court of Common Pleas
Union County, Ohio.

7454

This cause coming on for hearing upon the motion of plaintiff to amend the petition by substituting by interlineation the name of D. L. Teagarden, Anna E. Crumpton, Sarah J. Drum, Viola Lohr, Isaac S. Teagarden, Mary C. Teagarden and Minnie Mummidi for the names of Samuel Teagarden, and it appearing to the Court that the said Samuel Teagarden is dead and that the above named parties are his only heirs, it is therefore ordered that the plaintiffs be permitted to so amend their petition.

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7396 Stephen T. Hayt et al vs Julia M. Baldwin et al — Court of Common Pleas, Union County, Ohio.

On motion of the plaintiff, by their attorney, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed.

And the said Sheriff is ordered by deed duly executed to convey said premises to Cynthia Hastings, the purchaser at said sale.

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

First. To the Treasurer of Union County the sum of $49.59, being the taxes and assessments due upon said premises.

Secondly: To the Clerk of this Court the costs of this action, including a counsel fee of $50.00 to J. F. Millar for his services herein, taxed at $137.69.

Thirdly: To the plaintiffs, Stephen T. Hayt and James E. Hayt, and to the defendants Julia M. Baldwin, William A. Hayt, Cordelia Caldwell, Sarah Lewis, Maria Ruff, George H. Pratt, Winifred Lanning and Martha Thompson, each the one-eighteenth part of the balance of the proceeds; and that to each of them the sum of $57.06.

Fourthly: To the defendants Albert Caldwell, Eaton Caldwell, Bert Saucerman, Floyd Saucerman, Lucy E. Hayt and Frank A. Hayt, each the one-thirty-second part of said proceeds after paying taxes and costs of this action, that is to each of them the sum of $28.52.

Fifthly: To the defendants Amy S. Redfield, Mary E. Redfield, Ermatine French, Fredrica W. Hayt and Ada Hays, each the one-forty-eighth part of the balance of said proceeds after paying costs and taxes as above directed, that is to each the sum of $19.01.

Sixthly: To the defendants Edward Graves, Mary E. Graves, Fredric W. Graves and Ellen M. Parker, each the one-sixty-fourth part of the balance of said proceeds after paying the taxes and costs herein, that is to each of them the sum of $14.26.

7415

Friday Nov. 26, 1897

7415 John Robinson vs John T. McCullough et al } Court of Common Pleas Union County, Ohio

This day came the plaintiff and the defendant John T. McCullough and thereupon this cause came on for hearing; and the motion of the said defendant to make the plaintiffs petition more defidate and certain was argued and submitted;

On consideration whereof the Court do overrule said motion, and thereupon said defendant not asking to plead further, came the plaintiff and the said John T. McCullough and Phebe McCullough being in default for answer and demurrer to plaintiffs petition, the Court find that the allegations of the said petition are by them confessed to be true, and find from the evidence that there is due to the plaintiff as assignee of said note from the said John T. McCullough defendant on the first promissory note set forth in the petition with interest to the first day of this term the sum of One Thousand One Hundred and Twenty Six and 4/100 ($1126 4/100) Dollars with 8% interest from Sept. 7, 1897.

The court further find that in order to secure the payment of said note the defendants John T. McCullough and Phebe McCullough, his wife executed and delivered to B. A. Taylor as Cashier of the Farmers Bank of Plain City, Ohio, their certain mortgage deed as in the petition described and on the premises - Eighty acres of land therein described.

That said mortgage was duly recorded in Vol. 85, page 468 of the records of mortgages of Union County, and duly assigned to plaintiff, and is a valid lien on said Eighty acres of land described in the petition.

The Court further find from the evidence that there is due to plaintiff as assignee thereof from the defendant John T. McCullough on the second promissory note set forth in the petition with interest to the first day of this term the sum of Eight Hundred and Fifty & 45/100 ($850 45) Dollars with 8% interest from Sept. 7, 1897.

And the Court further find that in order to secure the payment of said note the defendants John T. McCullough and Phebe McCullough his wife executed and delivered to Howard C. Black his certain mortgage to-wit, the second mortgage in the petition described and on the eighty acres premises therein described (and being the same Eighty acres above found to be covered by above first mortgage): that said mortgage was duly recorded in Vol. 85, page 612, records of mortgages of Union County, Ohio, and is a valid lien on said Eighty acres of land and duly assigned to plaintiff.

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The court further find that there is due to plaintiff as assignee thereof, from the defendant John T. McCullough on the third promissory note set forth in the petition with interest to the first day of this term the sum of ($452.23) Four hundred and fifty two & 28/100 Dollars, which bears interest from the 7th of September 1897.

The court further find that in order to secure the payment of the said note, the defendant John T. McCullough and Phebe McCullough his wife executed and delivered to B. A. Taylor as Cashier of the Farmer's Bank of Plain City, Ohio, their certain Mortgage, viz: the third mortgage in the petition described and on the premises, same Eighty acres of land therein described, and also on twelve acres in addition therein described in the petition in 3rd cause of action on mortgage, that said mortgage was duly recorded in Vol. 88 page 562 of the records of mortgages of Union County, Ohio, and is a valid lien on said ninety two acres of land, and duly assigned to plaintiff

The court further find that there is due to plaintiff from the defendant John T. McCullough on the fourth promissory note in the petition described, with interest to the first day of this term ($935.53) Nine Hundred and thirty Five and 53/100 Dollars, bearing interest from Sept. 7, 1897.

The court further find that the defendant John T. McCullough and Phebe McCullough his wife in order to secure the payment of said note executed and delivered to the said plaintiff John Robinson their certain fourth mortgage as in the petition described and on the premises therein described viz: the same Eighty acres, and twelve acres of land above mentioned in this finding and entry:

That said mortgage was duly recorded in Vol. 88 pages 576 and 7 of the records of mortgages of Union County, Ohio, and is a valid lien on said Ninety Two acres of land

The court further find that there is due to plaintiff as assignee thereof upon the two notes of date April 14, 1894 described in the petition, under the agreement and settlement of January 4, 1897, set forth in the petition, between said John T. McCullough and his co obligors thereon, from said John T. McCullough defendant with interest to the first day of this term the sum of Five Hundred and Five & 92/100 ($505.92) Dollars, bearing interest at 8% from said day.

And the court find that there is due to the plaintiff as assignee thereof on the note of January 4, 1897, to John Hamilt,

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A. Gill and D. Moss, described in his petition with interest to the first day of this term from the defendant John T. McCullough the sum of ($137 37) one hundred and thirty seven and 37/100 Dollars, bearing interest from 6 o/o from said day.

The Court further find that in order to secure the payment of said three notes last above described according to their terms and the terms of said agreement & settlement, the defendant John T. McCullough and Phebe McCullough his wife executed and delivered to John Harriott Andrew Gill and David Moss his said Co-obligors on said two notes Crouch & Son their certain mortgage viz; the fifth mortgage in the petition described as therein described, and on the premises therein described viz; the same Eighty and twelve acres above mentioned; that said mortgage was duly recorded in Volume 88 page 663 of the records of mortgages of Union County, Ohio, and assigned to the plaintiff and is a valid lien on said ninety two acres of land.

The Court further find that there is due plaintiff as assignee thereof, from the said John T. McCullough defendant on the judgment set forth in the petition with interest to the first day of this term the sum of Six Hundred and Sixty 85/100 Dollars ($660.85) and that the said judgment is a valid lien on said ninety two acres above described and referred to, bearing interest at 8 o/o from said day on $779.70 and at 6 o/o on $81.15.

It is therefore considered and adjudged that unless the defendant John T. McCullough and Phebe McCullough ~~by January 1, 1898~~ [illegible] pay or cause to be paid to the Clerk of this court the costs of this case and to the plaintiff the several sums so found due as aforesaid on mortgages of said Eighty acres of land with interest from Sept. 7, 1897, as follows;

$1126.40 with 8 o/o interest
" 850.45 " " " "

according to the terms of said several mortgages deeds the said defendants equity of redemption in said Eighty acres of land 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 that unless the said defendants by January 1, 1898, pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff the several sums found due on mortgages of said 92 acres as aforesaid, with interest from Sept. 7, 1897, as follows;

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$452.23 with 8 % interest.
$935.53 " " " "
$505.92 " " " "
$137.37 " 6 " "

according to the terms of said several mortgage deeds, the said defendants equity of redemption in said Ninety two (92) acres of land be foreclosed and said premises shall be sold and an order of sale shall issue thereon 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 unless the said defendants shall pay or cause to be paid to the Clerk of this Court by January 1, 1898, the costs of this suit, and to the plaintiff the sum or sums due on said judgment liens with interest as follows: $579.70 with interest at 8 % and $81.15 with interest at 6% from Sept. 7, 1897, an order of sale of said 92 acres of land shall issue to the Sheriff of Union County, Ohio, directing him to sell said premises as upon execution and bring the proceeds into Court for further order, and this cause is continued for further orders.

7309

7368 Harmon Patch, Jr. vs Martha Patch 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, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed; and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser Joseph N. Patch in fee simple free of dower.

And the said Martha Patch having asked that in lieu of her dower, its value be paid her in money; the Court find the just and reasonable value of her dower interest to be One Hundred and thirty-nine & 30/100 Dollars ($139.30). 6339

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

First: To the treasurer of said County of Union, Sixty-four & 34/100 Dollars, being the taxes and penalty due on said premises.

Secondly: To the Clerk of this Court the costs of this action, including a counsel fee of $63.25 to Porter & Porter for their services herein; Total $131.45.

Thirdly: To the said Martha Patch widow, the said sum of $139.30 as, and for her full dower interest in the said premises.

Fourthly: And to Edward N. Porter, Administrator of the estate of Harmon Patch Jr. deceased, Eight Hundred and Eighteen & 79/100 Dollars ordered to be paid over to him as such Administrator to pay the indebtedness of said estate, the expense of administrating said estate, the widows allowance for her years support &c, as shown to be necessary by a Certificate from the Probate Court, and filed herein in this cause. All other questions as to the distribution of the proceeds of said sale are continued.

Friday Nov. 26th 1897

7309 George C. Tenney vs Michael Leonard et al } Court of Common Pleas Marion 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 orders of this court, it is ordered that the said proceeding and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, George C. Tenney, 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 Eleven Hundred and Seventy-five Dollars, it is ordered that the Sheriff out of the money in his hands pay-

First, to the treasurer of Marion County, the taxes, assessments and penalty due upon the property so sold, to-wit, the sum of $4.08.

Secondly, to the Clerk of this Court the costs of this action, to-wit, the sum of $70.08.

Thirdly, to the defendant, Anna M. Triplett, the amount heretofore found due her, with interest, to-wit, the sum of $1099.30.

Fourthly, to the plaintiff the balance remaining in his hands, to-wit, the sum of $1.54 to apply upon his judgment herein.

6339 W. C. Fullington &c., vs Thomas Phillis et al } Court of Common Pleas Marion County, Ohio.

On the application of the defendants leave is granted them to file exceptions to the Report within thirty days and cause is continued.

Friday Nov. 26th 1897

The State of Ohio, } ss: Union County } Order to draw Jury. Court of Common Pleas.

It is ordered that the Clerk of this 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 6th day of December A. D. 1897, in the presence of the Sheriff, proceed in accordance with the law in such case 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 said Jurors so drawn, to be and appear before said Court of Common Pleas on the first day of the Term thereof, on the 3rd day of January A. D. 1898, at 10 O'clock in the forenoon of said day.

Duncan Dow
Judge of Court of Common Pleas of Union County.

7400

The Plain City Home & Sav. Company vs A. J. Greenbaum et al } Court of Common Pleas Union County, Ohio.

7376

And now comes plaintiff and moves the Court to appoint John M. Brodrick Guardian ad litem for Anna Greenbaum a minor over fourteen years of age

I accept said appointment — John M. Brodrick

Thomas Reed vs B. G. Bales } Court of Common Pleas Union County, Ohio.

7489

Defendant is granted leave to file Answer in 30 days from November 26th 1897.

David M. Robinson vs C. C. C. & St. L. Ry. Co. } Court of Common Pleas Union County Ohio.

4148

The parties have settled this cause by written agreement, and by agreement defendant is to pay the costs; thereupon the cause is dismissed at defendants costs without Record.

If defendants fail to pay the costs herein expended taxed to $ execution shall issue therefor.

Friday Nov. 26th 1897

In the Matter of allowance to the Sheriff

It is ordered by the Court that there be allowed to J. Ed Robinson Sheriff of Union County, the sum of $300.00 to be paid out of the County Treasury on the warrant of the County Auditor for services for the year 1897, 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 virtue of Statute 1281 of the revised statute of Ohio.

Duncan Dow
Judge of Court of Common Pleas.

7400 John N. Laird vs Isaac Laird et al } Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing upon the answer and cross-petition of S. N. McClelland and the answer and cross-petition of John N. Laird as Admr. of Moses Laird, deceased, and the evidence, the Court find that all parties to the action are in default for answer and demurrer to said cross-petitions, and that the allegations therein contained are confessed by all the parties to be true, and that said S. N. McClelland has a valid and subsisting lien, as in his cross-petition alleged, against the interest of the defendant, George H. Laird, in the premises described in the petition, for the sum of $35.11, which is ordered to be paid out of the proceeds arising from the sale of said premises, with interest from this day.

The Court further find that the defendant, John N. Laird, as Admr. of Moses Laird, has a valid and subsisting lien against the interest of William Laird and Adaline Laird in said premises for the sum of $697.79 and $ costs, with interest from Sept. 6, 1897, and against the interest of Samuel D. Laird in said premises for the sum of $383.76 and interest at 6½ % from this date.

And it is ordered that said several sums be paid to said John N. Laird, as said Admr, out of the respective interests of said defendants in the proceeds of the sale of said premises.

And on motion of the plaintiff, and upon his producing the return of the Sheriff of his proceedings and sale of the third described tract of land, consisting of Forty (40) acres, 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,

Friday Nov. 26th 1897.

and the said Sheriff is ordered, by deed duly executed, to convey said premises, viz: the said 40 acres tract, to William Kirk, the purchaser.

It is further ordered that the Sheriff, out of the proceeds of said sale, amounting to $721.00 pay=

First= To the Treasurer of Union County, Ohio, $, being the Taxes and penalty on said premises.

Secondly= To J.E. Griffith, as counsel fee for his services herein by agreement, the sum of $25.00.

And the balance of the money remaining in his hands, the said Sheriff is ordered to retain for further order.

7447 The Bank of Marysville, vs W. S. Rogers et al } Court of Common Pleas Union County, Ohio.

On motion the Union Banking Company and Chas. S. David defendants are hereby granted 30 days from the rising of this Court to file Answers herein.

7866 Franklin Turner, vs John Turner 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, and the court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchasers, Franklin Turner and Henry Turner.

It is further ordered, that out of the proceeds of said sale to-wit $174.00, the Sheriff pay=

First= To the Treasurer of Union County, Ohio, $3.24, being the Taxes and penalty due on said Lots Nos, 9 and 10.

Secondly= To the Clerk of this Court the balance of the costs of this action including a counsel fee of $6.70 to J.E. Griffith for his services herein, taxed at $38.99.

Thirdly= And of the residue of the proceeds of said sale; To the plaintiff, Franklin Turner 7/18 of the cash proceeds, to-wit, the sum of $51.25; To the defendant Henry Turner 7/18 of the proceeds, to-wit, the sum of $51.25; To the defendant One-Eighteenth (1/18) of the proceeds, to-wit the sum of $7.32; To the defendant Mary Finley, 1/18 of the proceeds, to-wit, the sum of $7.32; To the defendant Christena Shirk, 1/18 of the proceeds, to-wit, the sum of $7.32; and to the duly authorized representative of Ruth Hurd, former defendant herein, now

7429

7359

Friday Nov. 26, 1897

deceased 1/18 of the proceeds, to-wit, the sum of $7.32, and case to be left on docket until next term of Court.

The Citizens Home Ed Savings Company
vs
7425 U. S. Alden et al
} Court of Common Pleas Union County, Ohio.

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 hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchasers, J. K. Allinger, L. K. Bruyler and Frank Bruyler, by deed, according to law, the property so sold; and the said purchasers hereby are 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 their title.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to $5200.00, it is ordered that the Sheriff out of the money in his hands pay:

First: To the Treasurer of this County the taxes, penalty and interest against said property to $

Second: The costs of this action, taxed at $165.72.

Third: To the plaintiff the balance of said proceeds amounting to $5034.28. to be credited on its judgment heretofore rendered herein.

Wm Wellwood
vs
7359 Elizabeth Stevenson
} Court of Common Pleas Union County, Ohio.

This day came on this cause to be heard on the motion of the defendant to require the plaintiff to make his petition more specific and separately number his several causes of action.

Whereupon the Court being fully advised in the premises do sustain said motion, and grant leave to plaintiff to file amended petition in days and cause is continued

Friday Nov. 26th 1897

Court of Common Pleas
Union County, Ohio.

7302 John Robinson
vs
John T. McCullough et al

7377

This day came the plaintiff and the said John T. McCullough and Phebe McCullough his wife defendants and thereupon this cause came on for hearing and the defendants consenting in open Court that a Judgment and decree of foreclosure be entered in the case as prayed for in plaintiffs petition, all pleadings in the case except the said petition were withdrawn by the counsel of the parties and the cause submitted to the Court upon the petition and evidence.

7289

On consideration whereof the Court find that there due the plaintiff from the defendant John T. McCullough on the note in the petition described with interest to the first day of this term the sum of Five Thousand Two Hundred and Forty Nine ($5249.00) Dollars.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $5249.00, with interest at 8% from Sept. 7, 1897, and his costs herein expended taxed to $

The Court further find that in order to secure the payment of said debt, the defendants John T. McCullough and Phebe his wife, executed and delivered to said John Robinson the plaintiff, their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Book 32 page 607-8 of the Records of mortgages of Union County, Ohio, and is a valid lien on said premises described in the petition.

It is therefore considered and adjudged that unless the defendant John T. McCullough or Phebe McCullough shall within 15 days from sale mentioned below to be had in case No. 7415, 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 at 8% from Sept. 7, 1897, according to the terms of said mortgage and 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.

It is further ordered by consent of parties that no order of sale of said premises shall issue under this decree until 15 days after the sale of the premises ordered to be sold in cause No. 7415 on the docket of this Court is had under the decree in said cause wherein the said John Robinson is plaintiff and said John T. McCullough and Phebe his wife are defendants, which order in case No. 7415 was entered at this term; and this cause is continued for further order on report of sale.

Friday Nov. 26th 1897.

7377 Mary Hill vs J. B. Crain, as administrator of Charles N. Hotsinpiller, deceased } Court of Common Pleas Union County, Ohio.

This case is settled and dismissed by the parties without record at the costs of the defendant.

7289 Dora Hill vs J. B. Crain, as Admr. of C. N. Hotsinpiller, deceased, } Court of Common Pleas Union County, Ohio.

Add now came said parties, and a jury being waived, this cause came on to be heard by the Court upon the petition and testimony and was submitted to the Court. On consideration whereof the Court find with the consent of said parties that the plaintiff has released all right to recover against the defendant any part of the amount claimed in her second cause of action herein and has in lieu thereof elected to take and retain the two portraits referred to in her said second cause of action and that said defendant has released all claim thereto to said plaintiff and that the right of possession and property in said portraits and that the title to the same is in said plaintiff and the Court therefore with like consent, find that said second cause of action ought to be dismissed.

It is therefore ordered and adjudged by the Court with the consent of said parties that the plaintiffs said second cause of action be and the same is hereby dismissed.

And the Court further find with the consent of said parties that on the 3rd day of December, 1896, the plaintiff with others as her sureties made and delivered to the defendant her promissory note of that date for the sum of $72.94, payable six months after its date, the consideration of said note being for certain goods and chattels purchased by plaintiff from said defendant at said defendants sale of the goods and chattels of said decedent and that by way of payment of said note and in extinguishment thereof, the amount of said note and the accrued interest thereon ought to be made and is hereby considered and adjudged to be a credit in favor of the defendant and against the plaintiff upon the claim made by the plaintiff against the defendant in her first cause of action herein.

The Court further find with the consent of said parties that after deducting the amount of said note and interest from the claims of said plaintiff as set up in her said first cause of action she ought to recover upon said first cause of action the sum of Seven Hundred Dollars with interest thereon at the rate of six per cent per annum from the 26th day of October, 1897, and no more.

It is therefore considered and adjudged by the Court with the consent of said parties that the plaintiff recover from the defendant the sum of Seven Hundred Dollars with interest thereon at the rate of six per cent per annum from the 25th day of October, 1897, and also her costs expended in this suit taxed to $

Approved

D. Dow, Judge.

For value received I hereby transfer, assign and make over to D. W. Ayers or his assigns Three Hundred & Forty ($340.00) Dollars of the above and within judgment this 6th day of December 1897,

Dora Hill

Friday Nov. 26, 1897

In the matter of the Union County Law Library Association } It having been required by the Board of Trustees of the Union County Law Library Association, and the said Board having recommended John H. Kinkade as a suitable person, I do hereby appoint said John H. Kinkade as a special bailiff to act as Librarian of said association for the unexpired time of W. N. Ayers deceased, or until the further order of the Court, and his compensation at the sum of Five Hundred Dollars ($500.00) per annum, to be paid out of the County Treasury of said County, said payments to be made as follows; One Hundred and Twenty Five Dollars ($125.00) each quarter.

Duncan Dow
Judge of Court of Common Pleas of Union Co.

7376 The Plain City Home & Savings Co. vs A. J. Grunbaum, Emily Grunbaum et al } Court of Common Pleas Union County, Ohio.

This cause coming on for hearing on the petition and answer of John M. Broderick, Guardian ad litem of Anna Grunbaum, a minor over the age of fourteen years, and the evidence, all other parties being in default for answer or demurrer, the Court find that all the parties have been properly served with summons in this case, and that the allegations of the petition are therefore confessed by them to be true. The Court further find that the defendant has failed to pay the plaintiff the monthly installments of dues, interest and premium as in the petition set forth, and that there is due to the said plaintiff as dues and fines to the 22nd day of May, 1897, the sum of $276.24; and the balance due on principal and fines at the date of filing the petition $276.24, to which must be added premium and interest at the rate of $0.65/100 per week from May 22, 1897, making at the date of this decree the sum total due of $294.27, to which must be added premium and interest at the rate of 65 cents per week from the date of this decree, November 27, 1897.

The Court further find that in order to secure the regular payments of said dues and other installments thereinafter to become due the said Emily Grunbaum and A. J. Grunbaum executed and delivered to this plaintiff their certain mortgage in the petition described; that the first of said mortgages was on the 23rd day of August, 1890, at 5:20 O'clock, P.M. and the other of said mortgages was on the 11th day of April, 1891, respectively delivered to the recorder of Union County, Ohio, and were recorded the first in Book 30, page 149, the other in Book 30, page 463 of the mortgage records of said Union County, Ohio; and the same is a good and valid first lien on the premises described in the petition.

It is therefore considered by the Court that unless the said defendant shall within ten days from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $294.27, so found due and to the Clerk of this Court the costs herein taxed at $, the defendants equity of redemption be foreclosed and said premises sold and an order thereof issue to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and return this proceedings to this Court for further order.

Court adjourned until 8:30 O'clock tomorrow morning

Saturday Nov. 27, 1897

Court convened at 8.30 O'clock A.M. Pursuant to adjournment.
Present, Hon. Duncan Dow,
Judge.

7450 Jacob L. Horn vs John Habberman et al } Court of Common Pleas, Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same.

And it appearing that said estate can 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 premises, to-wit, in the sum of $250.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And it appearing to the Court that the plaintiff, Jacob L. Horn, has elected to take the said premises at their said appraised value, and that with such intent he has paid into the hands of the Sheriff of Union County, the said sum of $250.00.

Wherefore the said premises are hereby adjudged to him; and the said Sheriff is ordered to convey said premises to him accordingly by deed in fee simple.

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

First to the Treasurer of Union County, the taxes and assessments and penalty due upon said premises, to-wit, the sum of $4.34.

Secondly= To the Clerk of this Court the costs of this action, including a counsel fee of $25.00 to J. F. Millar for his services herein, to wit, the sum of $55.20.

Thirdly= To the plaintiff and to the defendants John Zeig, Jacob Bentzler, L. C. Ross, Joseph Kirby and D. S. Copp, each one-twelfth of the balance of said proceeds after first paying therefrom the costs and taxes as above directed, that is to each of them the sum of $13.87.

Fourthly= To the defendants John Habberman, Henry Zeig, John Reichardt and George Jacobs, each one-eighth of the balance of said proceeds after first paying therefrom the costs and taxes above mentioned, that is to each of them the sum of $23.81.

Saturday Nov. 27th 1897.

7456 Ollie G. Price, vs James H. Price } Court of Common Pleas Union County, Ohio.

Now came the plaintiff and the defendant being in default for answer and demurrer, the Court find that the plaintiff was at the time of filing her petition a bona fide resident of this County of Union and that she is entitled to alimony out of the estate of her husband the said defendant.

It is therefore ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Five Hundred ($500.00) Dollars, payable within five days from the entry of this decree, and the same is hereby made a lien upon the real estate of the said defendant, and in default of such payment execution is allowed to issue therefor. Divorce refused.

It is further ordered and adjudged that plaintiff pay the costs of herein taxed at $

7423 The Citizens Home & Savings Company vs Effie A. Ford et al } Court of Common Pleas Union County, Ohio.

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, It is ordered that the said proceedings and sale be, and they hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, The Citizens Home & Savings Company plaintiff, by deed according to law, the property so sold; and the said purchaser hereby is subrogated to all the rights of the said lien holders, in said premises, or for so much 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 so 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 $601.00, it is ordered that the Sheriff out of the money in his hands pay:

First: To the Treasurer of this County the taxes, penalty and interest against said property amounting to $

Second: The costs of this action, taxed at $34.96

Third: To the plaintiff the balance of said proceeds amounting to $566.04, to be credited on its judgment heretofore rendered herein.

Saturday Nov. 27, 1897.

7462 Lucinda Wright vs Palestine Lodge No. 158, F & A. M. } Court of Common Pleas Union County, Ohio.

On motion time to plead herein on part of the defendants is extended for 20 days from rising of this Court.

7362 Catherine E. Stewart vs Johnson Morney et al } Court of Common Pleas, Union County, Ohio.

This day came the defendant Rosannah Morney, and by leave of the Court amended her cross-petition heretofore filed by striking therefrom the words following, 1st these words "that part of" also the words "which comprises the farm land and its appurtenances" also the words "farm" so that it will read as follows viz: "The said Rosanna Morney widow of said Jacob Morney decd, consents to the sale of the real estate described in the plaintiffs petition and prays the assignment of dower on said premises to her by metes and bounds or in rents and profits and asks the Court to allow her in lieu of said dower such sum of money out of the proceeds of said sale as the Court may deem the reasonable value of her dower interest in said premises.

The remainder of said Cross-petition being eliminated by the sustaining of the demurrer thereto – And further on the motion of the plaintiff, the report of the Commissioners made in this case and the entry of partition made during the term of Court are set aside; and it is ordered by the Court now, that plaintiff is entitled to partition as prayed for and owns one fifth part of said real estate as tenants in common with Johnson Morney, Ross W. Morney, Mary Jane Lane and Rhoda W. Wolfert each of whome own the one-fifth, subject to the dower of said Rosannah Morney who has by her amended answer elected to have her dower in money instead of land in case of sale. It is therefore ordered and decreed by the Court that an order issue to the Sheriff of said County of Union commanding him that by the oaths of Charles Kennedy, John K. Dodge and John L. Evans three disinterested freeholders of the vicinity, he cause to be set off and assigned to the said Rosannah Morney as and for her dower the full equal one-third part of said premises and that subject thereto he cause to be set off and divided to the plaintiff, and to Johnson Morney, Ross W. Morney, Mary Jane Lane and Rhoda W. Wolfert each the one-fifth part of said premises, but if the same cannot be done without manifest injury, then by the like oaths of said Commissioners, he cause said premises to be appraised at their true value in money free of the dower of said Rosannah Morney, and in making such appraisement, the farm, and Plain City property be appraised separately, and that the Sheriff make his return by the first day of next term of this Court to which time this cause is continued.

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

The present term of this Court was begun on the 6th day of Sept. A.D. 1897, and continued from day to day and from time to time by regular adjournment until this 27th day of November A.D. 1897, and now adjourned without day.

Attest,

J. N. Gossard Clerk.

In Vacation

William Wellwood
vs
Elizabeth Sherman

Court of Common Pleas
Union County, Ohio.

This day came on this cause to be heard on the motion of the defendant to require the

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Mary Chapman by her next friend &c.
vs
7122 N. C. Wilg no Ed John Wiley

Court of Common Pleas
Union County, Ohio.

This day this cause is dismissed by plaintiff in vacation, and at his costs; per record to be made.

Arlo W. Finstine
vs
7362 Walter D. Jones John W. Hamilton, L. R. Jones, Charles E. Hill, Frank R. Craig, The Champion Novelty Co. and John Guthrie

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

And now on this thirtieth day of December, 1897, came the plaintiff by Robinson & Wordburn and Cameron and 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 hereto attached and 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 in any manner interfering with the plaintiff in his possession and occupancy of the real and personal property in the petition described, and from collecting or attempting to collect any of the accounts in the petition mentioned or in any manner interfering with the same; or from having the deed in the petition mentioned, recorded, and from in any manner incumbering or conveying said real or personal property or disposing of, or attempting to dispose of 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 on said plaintiff's giving an undertaking to the said defendants, conditional according to law, with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $100.00

James McCampbell
Probate Judge.

The State of Ohio, Union County, ss.

I, James McCampbell, 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 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 30th day of December, 1897.

(seal)

James McCampbell
Judge and ex-officio Clerk.

Monday January 3rd A.D. 1898

The State of Ohio, County of Union, ss.

This 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 September, in the Year of our Lord One Thousand Eight Hundred and Ninety Eight, held in the Court House in the City of Marysville, County and State aforesaid, was begun on the first monday, the 3rd day of January, in the year aforesaid.

Present

Hon. Duncan Dow,

Judge of the Court of Common Pleas, of the 3rd Sub-division, 10th Judicial District of Ohio.

J. Ed Robinson

Sheriff Union County, Ohio.

Attest

J. N. Gossard,

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

The Venire facia for a Grand Jury heretofore issued and returnable this 3rd day of January at 10 o'clock A. M. was duly returned by the Sheriff with his endorsements thereon as follows, to-wit:

The State of Ohio, Union County, ss.

On the 6th day of December, 1897, 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.

J. Ed Robinson Sheriff

Names.	When Served	How Served.	No. of miles
B. F. McCombs	Dec. 8th	Residence	22
Alfred Johnson	" 15"	Personal	22
George Reagle	" 21"	Residence	36
Smith T. O'Hara	" 7"	Personal	20
H. J. Brooks	" 14"	"	28
Philander H. Smith	" 9"	"	36
M. F. Langstaff	" 8"	"	32
J. B. Poling	" 17"	"	10
A. Thompson	" 9"	"	40
E. J. Brooks	" "	"	30
J. B. Robinson	" 16"	"	16
Alf Gibson	" 9"	"	18
Gideon Liggett	" 7"	Residence	18
J. W. Crawford	" 8"	Personally	32
Salem Pearse	" 13"	Residence	

And upon calling the same in open court, George Reagle, Smith T. O'Hara, H. J. Brooks, Philander H. Smith, M. F. Langstaff, J. B. Poling, A. Thompson, E. J. Brooks, J. B. Robinson, Alf Gibson, Gideon Liggett, J. W. Crawford, and Salem Pearse appeared in answer thereto; B. F. McCombs failed to appear, and Alfred Johnson being excused for good cause shown, and the panel being incomplete, the Sheriff summoned Samuel A. Hudson and Wm Epps from the bystanders as talesman to complete the same, who appeared in answer thereto, and the panel being full the Court appointed Philander H. Smith foreman of the Grand Jury, and he with his fellow jurors, took the

Monday January 3rd 1898

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: George Reagle, Smith T. O'Hara, H. J. Brooks, Philander A. Smith, M. F. Langstaff, J. B. Poling, A. Thompson, E. J. Brooks, J. B. Robinson, Alex Gibson, Gideon Liggett, J. W. Cranford, Salem Pease, Samuel A. Hudson and Wm Epps.

Robinson & Woodburn, vs Charles Phillips et al } Court of Common Pleas Union County, Ohio.

This day leave was granted defendant herein to plead by January 4th, 1898.

6876 Joseph N. Waters vs Mary O. Waters } Court of Common Pleas Union County, Ohio

This day this cause came on for hearing on the Cross-petition of the defendant 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 the parties were married as stated in the petition.

The Court find that the defendant has not been guilty of the misconduct as charged in the petition, but has in all respects conducted herself as a good and faithful wife.

The Court further find upon the Cross-petition and the evidence, that the plaintiff has been guilty of wilful absence for more than three years last past, and of gross neglect of duty in failing to support the defendant and their children for more than three years, and that by reason thereof the defendant is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Joseph N. Waters and Mary O. Waters be, and the same is hereby dissolved, and both parties are wholly 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, until further order, committed to the said defendant exclusively, and the plaintiff is hereby enjoined from interfering in any manner with either of said children, or with the defendant in their custody of them.

It is further ordered by the Court, that the defendant recover from the plaintiff her costs herein, taxed at $

Monday January 3rd 1898

and execution is awarded. but that the same be paid before the entry of this decree.

M. V. Mitchell Adm
vs
7401 Mrs L. Frank

Court of Common Pleas
Union County, Ohio

This day this cause is settled by agreement, and costs paid, No Record.

Lis A. DeWitt, by her guardian, Ann E. DeWitt
vs
7478 Mary E. Neill et al

Court of Common Pleas
Union County, Ohio.

This day came the said defendants, to-wit; Carrie E. DeWitt; C. P. DeWitt; Mary E. Neill; Martha J. Geary; J. S. DeWitt; W. H. DeWitt; A. F. DeWitt and Ann E. DeWitt, widow of said Peter DeWitt, deceased, by their attorney, R. McLeary, and filed their consent in writing to a partition of said real estate and assignment of dower therein, agreeably to the prayer and facts set forth in the petition, which partition when made shall be recorded herein.

The Citizens Home & Savings Company
vs
7472 Daniel Miller et al

Court of Common Pleas
Union County, Ohio.

This 14th day of December A. D. 1897, this cause is settled and costs paid.

Monday January 3rd 1898

7461 Howard C. Black, Assignee, vs O. C. McClure et al — Court of Common Pleas, Union County, Ohio.

This day came the parties by their attorneys, and this case came on to be heard upon the motion of the said O. C. McClure, J. P. McClure and Clarence Beard, to strike certain allegations from the petition as shown in said motion, and also on the motion of the said defendants to require the plaintiff to separately state and number his causes of action;

On consideration whereof the Court being fully advised in the premises overrules both the said motions. To all of which orders, rulings and decrees of said Court the defendant O. C. McClure, J. P. McClure and Clarence Beard excepts by their counsel.

Thereupon said O. C. McClure, J. P. McClure and Clarence Beard asked and obtained leave to file pleading and pleading filed.

7100 Phydellia Collins, vs Indiana Patrick — Court of Common Pleas, Union County, Ohio.

This day this cause is dismissed without prejudice, at plaintiffs cost.

Court adjourned until 8 30 O'clock tomorrow morning.

Tuesday January 4th 1898

Court convened at 8.30 O'clock A.M. pursuant to adjournment.

Present Hon. Duncan Dow, Judge.

Estelle Spencer
vs
Henry Spencer

7449

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by her Attorneys and this cause came on to be heard upon the petition and the evidence.

On consideration whereof the Court being fully advised in the premises finds that the parties were married as stated in the petition, and that the defendant has been duly and legally served with process herein by publication as required by law, and that the plaintiff has been a resident of Ohio, all her life and at and over since filing the petition her residence has been in said County of Union.

The Court further finds that the defendant has been guilty of adultery as charged in the petition, and by reason thereof the plaintiff is entitled to be divorced.

It is therefore considered and decreed by the Court that the marriage relations heretofore existing between said parties be and the same is set aside and annulled, and both parties released from the obligation of the same.

It is further ordered that the defendant pay the cost hereof taxed to ff

And it is further decreed that plaintiff be restored to her maiden name of Estelle Davis.

Tuesday January 4, 1898

7112 O. Nichols vs William Parthemer } Court of Common Pleas Union County, Ohio.

Now comes Charles Nichols and David Williams, and suggest to the Court the death of O. Nichols the plaintiff herein, and that they are the duly appointed and qualified Administrators of the estate of the said O. Nichols, and move the Court for leave to become a party to this action

And the Court finding the suggestions to be true, grants said Motion; and said Charles Nichols and David Williams, Administrators &c, are accordingly made party plaintiff in this action and the action proceeds.

7400 John N. Laird vs Isaac Laird 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 Alias order of this Court, and the Court being satisfied on Examination that the same have been had in all respects according to law; the said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the respective purchasers, viz; the first described tract in said Alias order of sale to Charles N. Sams and Ray T. Laird, and the second described tract in said Alias order to Anna J. Laird and Bessie Laird, and said Sheriff is granted permission to receive the entire purchase price in cash.

It is further ordered that out of the proceeds of said sale of said two tracts and also of the forty (40) acre tract sold under a former order of this Court herein (in money &c notes) the Sheriff pay:

First: To the Treasurer of Union County, Ohio, $188 54, being the taxes and penalty due on said three tracts, aggregating 240 acres.

Secondly: To the Clerk of this Court the costs of this action, taxed at $118 56, and also $25 00 in addition to the $25 00 already ordered to be paid, to J. E. Griffith as a counsel fee for his services herein, as per agreement of parties.

Thirdly: And of the residue of said proceeds, to the plaintiff, John N. Laird one-fifteenth of the net proceeds (including said notes), to-wit, the sum of $307 93; To the defendants Isaac Laird, James M. Laird, Allen Laird, Anna Laird, Lincoln A. Laird, Lula Fields, Bessie Laird, Mollie Sams and Ray T. Laird, each the sum of $307 93 (including their interest in said notes)

To the defendant, John N. Laird as Administrator of Moses Laird deceased, the net share of the defendants, Samuel D. Laird and William Laird, to apply upon his claims against them as heretofore found due upon his Cross-petition.

To S. N. McCloud the sum of $40 65, being the amount of his claim on cross-petition against the defendant, George H. Laird.

To the defendant George H. Laird the sum of $267 25, and to the legally appointed Guardian of Frank Laird and Clarence Laird, minors defendants, the sum of $307 93 for each.

Court adjourned until 8 30 O'clock tomorrow morning.

Wednesday January 5th 1898

Court convened at 8 30 o'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge

953 The State of Ohio, vs John Jones & Charles Snider } Indictment for Burglary

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendants John Jones and Charles Snider being brought into open Court in the custody of the Sheriff and arraigned upon said indictment, for plea thereto saith, "they are guilty," thereupon the Court, after being fully advised in the premises, and after inquiring of the defendants John Jones and Charles Snider if they had anything to say why sentence should not be pronounced against them, and said defendants John Jones and Charles Snider having nothing to say, it is ordered and adjudged by said Court that the said defendants John Jones and Charles Snider 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 (2) years, and that they pay the costs of this prosecution taxed at $28.92, for which execution is awarded.

7058 Edward Walz vs William Ballinger } Court of Common Pleas Union County, Ohio.

This day came on this cause to be heard by the Court upon the pleadings and evidence of the parties, and the Court having heard the evidence and arguments of counsel and being fully informed in the premises doth find for the defendant on the issues joined.

It is therefore considered and adjudged by the Court that the plaintiffs petition be and the same is dismissed; but the Court further find that a small sum was due plaintiff from defendant at the time said petition was filed and which was since paid by defendant.

It is therefore ordered and adjudged by the Court that the plaintiff recover of the defendant his costs herein expended taxed to $

Whereupon plaintiff gave notice of his intention to appeal this case to the Circuit Court and asked the Court to fix the appeal Bond, and thereupon the Court fix the appeal bond at $100.00.

Wednesday January 5th 1898

7419 Elizabeth Sherrmon vs W. H. Emmons } Court of Common Pleas Union County, Ohio.

This day came the parties in this case and submitted this cause to the Court on the petition in error and Record of Justice of the peace and Bill of Exceptions.

Whereupon the Court being fully advised in the premises do find error prejudicial to the plaintiff in said record and judgment of said Justice of the Peace as shown by the bill of exceptions.

Therefore it is considered and adjudged by the Court that said Judgment and proceedings be, and they are hereby reversed with Costs, and it is ordered and adjudged by the Court that the plaintiff recover of the defendant her costs herein expended to this date taxed to $ and by like order of the Court this cause is retained in this Court for further trial and is continued.

6913 George H. Smith vs Mary E. Smith } Court of Common Pleas Union County, Ohio.

This day this cause is left off the docket in consequence of the following note appearing on the Court's docket, "Nothing in this case, widow dead".

Court adjourned until 8.30 o'clock tomorrow morning.

Thursday January 6th 1898

Court convened at 8 30 O'clock A. M. Pursuant to adjournment
Present Hon. Duncan Dow
Judge.

7471 Clara Scharf vs Michael Pfeiffer et al } Court of Common Pleas Union County, Ohio.

This cause coming up on motion of the plaintiff, and it appearing to the Court that the infant defendants, Frances Scharf Stella Scharf, Sylvester Scharf, Carl Scharf and Lee Scharf, have all been duly served with Summons and are in default for answer and demurrer to the petition herein, James H. Robinson was appointed by the Court as their guardian ad litem herein with leave to answer for them instanter, and the Court further find that all of the other defendants herein have had due legal notice of the pendency and demand of the said petition, and that they are each and all in default for answer thereto.

Thereupon, on further hearing and consideration of this cause on the petition and the answer of said minor defendants, the same having been duly filed, and upon the evidence, the court further find that the plaintiff and the defendants hereinafter named are tenants in Common in the real estate described in the petition; that the plaintiff and the defendants Michael Pfeiffer, Anna Pfeiffer, John Scharf, Louisa Scharf Bingham, Catharine Scharf Huffman, Mary Scharf Gilmore, and Margaret Scharf Buff are each seized of and entitled to the undivided one-ninth part of said premises; that the defendant Anna Rubeck Scharf is entitled to dower in the undivided one-ninth part thereof, and that the minor defendants, Frances Scarf, Stella Scharf, Sylvester Scharf, Carl Scharf and Lee Scharf, are each seized of and entitled to the dower estate therein of their mother, the said defendant Anna Rubeck Scharf; and that the plaintiff is entitled to have partition of said estate made as prayed for in her petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and George Smith, John H. Crawford and B. L. Talmage, three judicious and disinterested freeholders of the vicinity, are hereby appointed as commissioners to make said partition.

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 portion of said estate to which they are severally found entitled, and of his proceedings herein, said Sheriff is ordered to make due return forthwith.

Thursday January 6th 1898

Barbara A. Tipton } Court of Common Pleas
6871 vs } Union County Ohio.
George W. Tipton }

Now comes the plaintiff and defendant by their attorneys and dismiss this action, each party to pay their own costs.

747 3

747 3

Court adjourned until 8 30 O'clock tomorrow morning

Friday January 7th A.D. 1898

Court convened at 8.30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

The Citizens Home & Savings Company
vs
W.H.H. Fleck et al
7473

Court of Common Pleas
Union County, Ohio.

It appearing to the court that the defendant Hannah Fleck is a lunatic and now confined in the State Hospital for the insane, it is on motion of the Court ordered that Robert McCorry be and he hereby is appointed Guardian Ad litem for said defendant.

Thereupon said Robert McCorry appeared in open Court and accepted said appointment, and filed his answer herein.

The Citizens Home & Savings Company
vs
W.H.H. Fleck et al
7473

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home and Savings Company, and the evidence; on consideration whereof the Court find that the defendants W. H. H. Fleck and Hannah Fleck 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 said petition are thereby confessed by them to be true; and that there is due the said plaintiff The Citizens Home and Savings Company, from the said defendant W. H. H. Fleck on the contract in writing set forth in the said petition to the first day of this term, to-wit: January 3rd, 1898, the sum of Two Hundred and Eight and 27/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendants W.H.H. Fleck and Hannah Fleck his wife, executed and delivered to said plaintiff, The Citizens Home and Savings Company, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 33, page 205, of the Records of Mortgages in 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 and adjudged by the Court that the said plaintiff, The Citizens Home and Savings Company, recover from the said defendant W. H. H. Fleck the said sum of Two Hundred and Eight and 27/100 Dollars, with weekly payments of 42/100 Dollars for each and every week from and after January 3rd 1898, and and its costs herein expended.

And it is further ordered and decreed that unless the said defendant W.H.H. Fleck, 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 $ 42/100 for each and every week from and after January 3rd 1898, the defendants

Friday January 7th 1898.

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.

Bert Cahill as President of the Richwood Deposit Bank is made party defendant with leave to file answer within thirty days from this date.

7150

Court adjourned until 8 30 O'Clock tomorrow morning.

Saturday January 8th 1898

Court convened at 8:30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

The Citizens Home & Savings Company
vs
Margaret Nicely
} Court of Common Pleas
Union County, Ohio.

This day came the defendant Margaret and redeemed said premises in the petition described from Judicial sale.
Case settled and Costs paid.

Thomas Hord, Plff. in Error
vs
Levi Rea, Deft. in Error
} Court of Common Pleas
Union County, Ohio.

7150

This day this cause came on for hearing on the petition in Error and the transcript of the proceedings of A. E. Kurr, a Justice of the Peace for Liberty Township, Union County Ohio, herein filed, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do reverse, vacate and set aside the judgment of said Justice of the Peace, and said cause is set down for trial in this Court.

And said cause coming on further to be heard on the demurrer of the said Thomas Hord to the petition of said Levi Rea, the same was argued by counsel and submitted to the Court, On consideration whereof the Court do sustain said demurrer.

It is therefore considered and adjudged by the Court, that said petition of said Levi Rea, and the same hereby is dismissed, and that said Thomas Hord recover his costs herein expended taxed at $, and execution is awarded therefor.

Court adjourned until 8:30 O'clock next Tuesday morning

Tuesday January 11th 1898

Court convened at 8 00 O'clock A. M. Pursuant to adjournment
Present Hon. Duncan Dow,
Judge

7189

7478

Lois A. DeWitt by her guardian, Ann E. DeWitt. vs Mary E. Neill et al } Court of Common Pleas Union County, Ohio.

This day came all the parties to this action by their attorney, and produced the written partition, and assignment of dower herein, by them made in pursuance of the entry of their consent thereto, heretofore made in this cause, and all of said parties having agreed to and signed the same.

It is ordered adjudged and decreed by the consent, that the same be approved and confirmed, and that record be made of these proceedings with the plat accompanying the same, and that such report shall be valid and binding between the said parties hereto.

And it is further ordered, adjudged and decreed that the said defendant Martha J. Geary, have and hold said Lot No. 4, of the Sub-division of said lands (as shown on the plat attached to the petition) in fee-simple, and freed from all claims of an estate or interest therein of any of the other parties hereto.

And the Court further finds that the said Ann E. DeWitt, widow of Peter DeWitt deceased, has a dower estate in said lands described in plaintiffs petition, and that she has consented to and approved the assignment of her dower in lot No. 8, of the sub-division, as set forth in the petition and plat.

It is therefore ordered that lot No. 8 of the sub-division of said lands described in plaintiffs petition, be confirmed to Ann E. DeWitt, widow, as her dower estate therein.

And on motion to the Court by said parties, it is ordered by the Court, that the Sheriff execute and deliver to each of said parties entitled thereto a deed for the portion so set off and assigned to such party.

And it is further ordered that the costs and expenses of this suit taxed at $ and also an attorney fee of $ allowed and to be paid to R. McCleery, attorney for plaintiff, be paid within thirty days by the parties hereto in the following proportion to-wit; that each one of the said parties hereto be taxed and pay as his proportion the one equal one eighth part of said costs; (but that the said A. F. DeWitt and Martha J. Geary be for this purpose considered as only one party) and in default thereof, that execution issue therefor.

Tuesday January 11th 1898

7189 Peter Wynegar vs E. V. Copper et al } Court of Common Pleas Union County, Ohio.

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: (1) Aaron Barnes, (2) Douglass Reyner, (3) D. H. Moore, (4) W. C. Shirk, (5) Jerome Albaugh, (6) E. W. Blair, (7) Stephen Long, (8) Wm Stillings, (9) George Schalip, (10) Lucca Stalder, (11) Adam Snider (12) N. B. Brown, who were duly impanelled and sworn according to law and after hearing the evidence in part, the hour for adjournment having arrived, this cause was continued until 8.30 O'clock tomorrow morning.

Court adjourned until 8.30 O'clock tomorrow morning.

Wednesday January 12th 1898

Court convened at 8 o'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

7189 Peter Wynger
to
E. V. Copper et al

Court of Common Pleas
Union County, Ohio.

958

This day again came the parties by their attorneys; also came the said Jury, heretofore impanelled and sworn herein, and after hearing the remaining evidence adduced and the arguments of Counsel, the hour for adjournment having arrived, this cause was continued until tomorrow morning.

7189

Court Adjourned until 9 o'clock tomorrow morning

Thursday January 13th 1898

Court convened at 9 O'clock A. M. pursuant to adjournment
Present Hon Duncan Dow
Judge.

The State of Ohio } Court of Common Pleas, Union County, Ohio.
958 vs } Indictment for keeping place (Saloon) open
Fredrick Schalip } on Sunday.

Now comes the Prosecuting Attorney on behalf of the State of Ohio; and the defendant Fredrick Schalip appearing in open Court and arraigned upon said indictment, for plea thereto saith "he is guilty," thereupon the Court being fully advised in the premises; it is ordered and adjudged by the Court that the said Fredrick Schalip defendant, pay a fine of $25.00 and be imprisoned and confined in the County Jail of Union County, Ohio for the period of 10 days and pay the costs of this prosecution.

Peter Wynegar } Court of Common Pleas
7189 vs } Union County, Ohio.
E. V. Copper et al }

This day again came the parties by their attorneys, also came the following named persons as jurors to-wit:
(1) Aaron Barnes, (2) Douglass Reynor, (3) D. H. Moore, (4) W. C. Shirk, (5) Jerome Albaugh, (6) E. W. Blain, (7) Stephen Long, (8) William Stillings, (9) Seneca Stalder, 10 George Schalip, (11) Adam Snider, (12) N. B. Brown; who were heretofore duly impanelled and sworn according to law; and after hearing the charge of the Court, the said jury was 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 signed by their foreman and say:

We, the jury, being duly impanelled, sworn and affirmed, find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the defendants E. V. Copper and A. E. Copper at the sum of Thirteen Hundred and Twenty Dollars and Sixteen Cents ($1320.16).

Dated Jan. 13th 1898.

Stephen Long, Foreman.

Thursday January 13, 1898

7290 Maggie M. Bell, vs Patrick Smith et al } 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) Douglas Reyner, (2) W. C. Shirk, (3) Jerome Albaugh, (4) E. N. Blair, (5) Stephen Long, (6) Wm Stillings, (7) George Schalip, (8) Seneca Stalder, (9) Adam Snider, (10) G. S. Robertson, (11) N. B. Brown, (12) John Mahaffey, who were duly impanelled and sworn according to law, and after hearing the evidence adduced in part, the hour for adjournment having arrived, this cause was continued until 8 30 O'clock tomorrow morning.

7480 J. W. Tilton vs Joseph Smith et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the petition of plaintiff, and the evidence, and the Court being fully advised in the premises find that all the defendants herein have been duly served with summons, or voluntarily entered their appearance herein.

That the said defendants Joseph Smith and Emline Smith are in default for answer or demurrer to said petition, and that the allegations of the petition are thereby confessed by them to be true, and that there is due to the plaintiff from the defendant Joseph Smith on the note and coupons set up in said petition the sum of Four Hundred and Fifty One Ed 11/100 Dollars with eight per cent. interest thereon from the first day of the present term of Court, to-wit: January 3rd, 1898.

It is therefore considered and adjudged by the Court that the said plaintiff J. W. Tilton do recover from the said defendant Joseph Smith the said sum of Four Hundred and Fifty One Ed 11/100 Dollars with eight per cent. interest from January 3rd 1898, and the costs herein taxed at $

It is further ordered and decreed that unless the said defendants Joseph Smith shall pay or cause to be paid said judgment and interest and the costs aforesaid within three days from the entry of this decree, then that said defendants' equity of redemption be foreclosed, and that an order issue therefor to the Sheriff of said Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and bring the proceeds into court for further order.

Thursday Jany. 13, 1898

The Citizens Home &c Savings Company vs David J. Welch et al } Court of Common Pleas Union County, Ohio.

7402

On motion of the defendant The Marysville Lumber Company, and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they hereby are, approved & confirmed. And it is further ordered that the said Sheriff convey to the purchasers Allen E. Plate and Daniel H. Fry, by deed, according to law, the property so sold; and the said purchasers hereby are 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 their title.

It is further ordered that the clerk cause satisfaction of the mortgage and Mechanics Lien herein sued on to be entered on the records thereof, in the office of the Recorder of Union County, Ohio. And the Court coming now to distribute the proceeds of said sale amounting to $451.00, it is ordered that the Sheriff out of the money in his hands pay:

First. To the Treasurer of this County the taxes, penalty and interest against said property amounting to $.82.

Second. The costs of this action, taxed at $53.72

Third. To the plaintiff the amount due David J. Welch & Emma Welch as balance of purchase money for said lot No. 672 amounting to $50.00

Fourth. To the defendant, The Marysville Lumber Company, a prorata share of the balance $222.20

Fifth. To the defendant Church Bros & Weld a prorata share of said balance $55.86

Sixth. To the defendant Joseph Browning a prorata share of said balance $43.40

Seventh. To the defendant George Wilson a prorata share of said balance $35.00

Court adjourned until 8 o'clock tomorrow morning.

Friday January 14th 1898

Court convened at 8 o'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7290

7493 The Peoples Bank
vs
Cahill & Davis Co.
C.B. Davis, John V.
Cahill & Amos Davis

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by F. J. Arthur Attorney, and filed their petition against said defendants, and thereupon B. C. Bales 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 was indebted unto the plaintiff as he has 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 Two Hundred four & 27/100 ($204.27) Dollars, bearing interest at 8 per cent per annum, from this date, 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 plaintiff do recover of the said defendants the sum of $204.27 so confessed, as aforesaid, with interest from January 14th 1898 at 8 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.

7183

7443

7494 Burton Harris
vs
Lenora Harris

Court of Common Pleas
Union County, Ohio.

It appearing to the Court that the defendant in this case is manifestly an insane person and that she has no legally appointed guardian, it is hereby ordered that R. L. Wordburn be, and he hereby is appointed trustee for said defendant in this suit, to appear and defend the same.

Friday January 14, 1898

Maggie M. Bell vs Patrick Smith et al — Court of Common Pleas, Union County, Ohio.
7290

This day again came the parties by their attorneys, also came the said jury who were heretofore impanelled and sworn herein, and after hearing the remaining evidence adduced and the arguments of Counsel, the hour of adjournment having arrived, this case was continued until 8 30 o'clock tomorrow morning.

John Walters vs Kate A. Campbelle — Court of Common Pleas, Union County, Ohio.
7183

By agreement this case is dismissed at plaintiffs costs.

Alta M. Elsworth vs Demas R. Elsworth — Court of Common Pleas, Union County, Ohio.
7443

This day this cause came on to be heard upon the petition 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 defendant has been duly and legally notified of the filing and pendency of the petition in this case according to law.

The Court further find that the parties were married as stated in the petition, and that the plaintiff has been a bona fide resident of this County and State for more than the year last past.

The Court further finds that the defendant has been guilty of extreme cruelty to the plaintiff as charged in the petition, and that by reason thereof the plaintiff is entitled to be divorced from the defendant.

The Court further find that the plaintiff is entitled to reasonable alimony and that there was a mutual mistake in the deed mentioned in the petition and that said premises should have been conveyed to the plaintiff.

It is therefore considered and decreed by the Court that the marriage relation heretofore existing between said parties be, and the same is hereby annulled and set aside and both parties released from the obligations of the same, and that the plaintiff be restored to her maiden name of Alta M. Stoddard.

It is further decreed that said deed be cancelled so as to vest the whole title to the lands in the petition described in the plaintiff, and the plaintiff is decreed as her alimony all the interest of said defendant in said lands, so as to vest in the plaintiff the full and perfect title therein.

It is further ordered that the defendant pay the costs of prosecution taxed to $

Friday January 14, 1898

7465

6443

Court adjourned until 8 o'clock tomorrow morning

Saturday January 15th 1898.

Court convened at 8 30 o'clock pursuant to adjournment
Present Hon. Duncan Dow,
Judge.

7465	David Ward vs Ella Ward	Court of Common Pleas Union County, Ohio.

This cause came on this day to be heard on the petition of plaintiff and the evidence, and on consideration thereof the Court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same, and was at 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 that by reason thereof the plaintiff is entitled to a divorce as prayed for.

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

6443	Fleetwood Courtright vs L. J. Taylor	Court of Common Pleas Union County, Ohio.

This day came the parties by their attorneys, and thereupon this cause came on to be heard upon the motion of the defendant to discharge the attachment heretofore issued in this case, on the grounds that the affidavit upon which said attachment issued is insufficient to sustain the same (the matter of the truth or falsity of said affidavit being reserved)

After hearing the arguments of Counsel the matter of the sufficiency of said affidavit was submitted to the Court;

On consideration whereof, the Court, being fully advised in the premises is of the opinion that the facts set forth in said affidavit are not sufficient in law to authorize the issuing of said writ of attachment, and it is therefore considered and adjudged by the Court that the said attachment and proceedings thereunder be and the same is hereby dismissed. to which ruling and judgment of the Court the plaintiff by his counsel excepted.

Saturday January 15, 1898

Court of Common Pleas
Union County, Ohio.

7290 Maggie M. Bell
vs
Patrick Smith et al

This day again came the parties by their attorneys, also came the following named persons as jurors to wit; (1) Douglass Reyner, (2) W. C. Shirk, (3) Jerome Albaugh (4) E. W. Blair, (5) Stephen Long, (6) M. Stillings, (7) George Schalip, (8) Seneca Stalder, (9) Adam Snider, (10) H. S. Robinson, (11) N. B. Brown, (12) John Mahoffey, who were heretofore duly impanelled and sworn herein according to law, and after hearing the charge of the Court, the said jury retired to their room in charge of the Sheriff for deliberation.

And now come said jury into open Court, and state that they are unable to agree upon a verdict, whereupon they are, by the Court discharged from further consideration of this case, and the case is continued.

7394

7438

Saturday Jany. 15, 1898

Samuel Miller
7394 vs
John Huber et al
Court of Common Pleas
Union County Ohio

This day this cause is dismissed and costs paid, without record.

Randolph Wilcox
7438 vs
Louisa Wilcox
Court of Common Pleas
Union County Ohio

This day this case is dismissed on motion of the plaintiff, at plaintiffs costs, without prejudice.

Court adjourned until 1 O'clock Monday Jany. 17, 1897

Monday January 17, 1898

Court convened at 1 O'clock P.M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

7376 The Plain City Home & Savings Company vs A. J. Greenbaum, Emily Greenbaum 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 has 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, Cyrus Gardner and Emma Gardner, 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, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to $690.00, it is ordered that the Sheriff out of the money in his hands pay:

First: To the Treasurer of the County the taxes, penalty and interest against said property, to-wit, the sum of Fifty-nine and 29/100 dollars $59.29

Second: The costs of this action taxed at Ninety-four & 71/100 dollars $94.71

Third: To the plaintiff The Plain City Home & Savings Co. the amount heretofore found due it, with interest, to-wit, the sum of $298.79.

Fourth: To A. J. Greenbaum, the husband of Emily Greenbaum, lately deceased, of the age of 50 $146.71, being the value of his dower and other interest in said property, and the residue amounting to $90.50 One-half to Minnie Huntly, and the other one-half to Anna Greenbaum, the two halves amounting to $45.25 each, they being the only heirs at law of the said Emily Greenbaum, dec'd

Monday Jany. 17, 1898

L. H. Southard
to
7496 John W. Fisher

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff, by J. E. Griffith his Attorney, and filed his petition against said defendant, and thereupon A. H. Kollefrath, 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 he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiff, in said indebtedness, the sum of One Hundred and Sixty three 37/100 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 L. H. Southard plaintiff do recover of the said John W. Fisher, defendant the sum of One Hundred and Sixty-three 37/100 Dollars or confessed, as aforesaid, with interest from January 17, 1898 at 8 per cent. per annum, and also costs in his behalf expended taxed at $4.25; and by virtue of said warrant of attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error therein, are by said defendant waived and released.

Court adjourned until 8 o'clock tomorrow morning.

Tuesday January 16, 1898

Court convened at 8³⁰ O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow, Judge.

Ella Madden
7310 vs
John M. Erick, Admr.

Court of Common Pleas
Union County, Ohio.

7421

This day this cause came on to be heard on the motion and showing of the plaintiff to continue the above entitled case, was submitted to the Court.

On consideration whereof the said motion is granted and said cause continued at the costs of the term against said plaintiff, and judgment is hereby rendered therefor against said plaintiff in the sum of $

6996

7411

Court adjourned until 8³⁰ O'clock tomorrow morning.

January 19th 1898.

Court convened at 8:30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge

7421	Nannie A. Gray et al vs H. E. Conkright, Treasurer,	Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the demurrer of the defendant to the amended petition of plaintiff herein filed and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer.

Thereupon the plaintiffs asked and obtained leave of the Court to file a second amended petition herein within thirty days.

6996	Emma Thompson vs B. V. Buffington et al	Court of Common Pleas Union County, Ohio.

This day by leave of the Court, plaintiff filed his amended Reply, and thereupon leave was granted defendant until Feby. 7th 1898 to file their amended answer.

7411	John L. Deolp vs Anna Deolp	Court of Common Pleas Union County, Ohio.

This day came the parties and submitted this cause to the Court on the motion to strike out parts of the defendants Cross-petition and her answer; whereupon the Court sustains said motion so far as it refers to charges of ill treatment prior to the trial of the cause No. 6999, but overrules said motion as the charges of conduct of plaintiff since that term-

Wednesday, January 19th 1898

7195	The Union Banking Company vs Isaac J. Sparks et al and Isaac Scott & Co.	Court of Common Pleas Union County, Ohio.
7071	Isaac J. Sparks et al	Entry.

This day this cause came on to be heard upon the Supplimental petition of The Union Banking Co. against Isaac J. Sparks, Louisa L. Sparks, et al, defendants; and Isaac Scott & Co. against Isaac J. Sparks, Louisa L. Sparks, et al defendants - these two cases, having heretofore been consolidated under the title of "Isaac Scott & Co. vs Isaac J. Sparks, et al, No 7071" and was heard upon the pleadings and the evidence, and the Court being fully advised in the premises, find the equity and the law of the case to be with the plaintiffs.

And the Court find first; That the sale heretofore made by the Sheriff, on the writs of execution issued herein, and the return of the same, with his report of his proceedings and the sale of said lands and tenements, under said writs of execution; and the Court having carefully examined said proceedings, and being satisfied that said sale has in all respects been made in conformity to the provisions of the statute in such case made and provided, finds the same to be legal, and does therefore approve and confirm the same.

And the Court further finds, that at the date of said sale, the said Louisa L. Sparks was the sole owner of the premises so sold, in fee-simple, and in her own right, and that the said heirs at law of the said Michael J. Brake, and neither of them had any interest in said premises.

And it is further ordered, that the Sheriff make to the purchaser, Joshua Norril, a deed in fee-simple for the lands and tenements so sold.

And the Court finding that said sale was made by the former Sheriff, William S. Snodgrass, whose term of office has expired; it is ordered that the present Sheriff, J. Ed Robinson, be authorized and required to execute and deliver such deed to the said purchaser Joshua Norril; and a writ of possession is awarded to put said purchaser in possession of the said premises.

And the Court find that at the time of the levies, and at the time of the sale of the said premises, said Louisa L. Sparks was the owner of a homestead, and continued to be the owner of a homestead, until the time mentioned in said supplemental petition; and therefore find, order and decree that the plaintiffs are entitled to the payments of their judgment in full, in preference to said homestead claim out of said proceeds of sale, to which she excepts.

And the Court coming now to distribution of the purchase money, in the hands of the Sheriff, orders:

First - To the Treasurer of this County, the taxes and penalty due on said property so sold, to-wit; the sum of $

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

Wednesday January 19" 1898

Third- To the Union Banking Company, and to "Baar Scott & Co. the amounts of their judgments, with the interest thereon, neither being preferred to the other, amounting to $, and to $ respectively.

Whereupon, the said Louisa L. Sparks, as to the disallowance of her claim of $500. out of said proceeds of sale, untill plaintiffs judgments are first paid, gave notice of her intention to appeal said question to the Circuit Court of this County, and the Court fix the amount of her appeal bond at the sum of $100.00.

And the said heirs of Michael J. Brake as to the finding of the Court "that the fee simple of said lands were in Louisa L. Sparks- and that the said heirs of Michael J. Brake had no interest in said premises, gave notice of their intention to appeal- and the Court fix the amount of their bond at $100.00.

J. K. Scott
vs
Simon Fields

Court of Common Pleas
Union County, Ohio.

This day came on this cause to be heard by the Court, and plaintiff applied for continuance on account of the sickness of a material witness for him.

Whereupon the Court sustain said motion and continues the case at plaintiffs costs.

It is therefore considered by the court that plaintiff pay the costs of this term of Court and in default thereof that execution issue therefor.

Court adjourned until 8.00 O'clock tomorrow morning.

Thursday Jany. 20th 1898

Court of Common Pleas, Convened at 8 30 o'clock A.M. pursuant to adjournment,
Present Hon Duncan Dow
Judge

7457

7112 O. Nichols vs William Parthemer } Court of Common Pleas Union County, Ohio.

This day this cause came on for trial on the issues joined between the parties, and a jury having been waived, was submitted to the Court upon the pleadings, the evidence and the arguments of Counsel.

On consideration whereof the Court do find on the issues joined for the plaintiff, and find that the defendant William Parthemer is indebted to the plaintiff Charles Nichols and David Williams as Administrators with the Will annexed of the estate of Obediah Nichols, deceased, on the first and second causes of action set forth in the petition the sum of Two Hundred and Sixty Three and 30/100 Dollars with six per cent interest from the first day of the present term, to-wit, January 3rd, 1898, and on the fourth and fifth causes of action in said petition the sum of Three Hundred and Eight Ed 40/100 Dollars with six per cent interest from said January 3rd, 1898.

It is therefore considered and adjudged by the Court that the said plaintiff aforesaid do recover of said defendant aforesaid the said sum of Five Hundred and Seventy One and 70/100 Dollars with six per cent interest thereon from said January 3rd 1898.

The Court further find that in order to secure the payment of the notes set up in the first and second causes of action in said petition the said defendant Executed the chattel mortgage, as stated in the petition, and that the same is a valid and subsisting lien on the property in the petition described; and that the said plaintiffs are entitled to have said chattel property sold to pay the amount due them on said first and second causes of action aforesaid.

It is therefore ordered that unless the defendant within three days from the entry hereof, pay to said plaintiffs said sum of $263 30 with six percent interest from January 3rd 1898 and the costs herein taxed at $, the chattel mortgage described in the petition shall be sold by the Sheriff of Marion County, Ohio, as upon execution; and that an order issue for that purpose.

Thursday January 20th 1898

Aurilla Ward
vs
Adolph Glickstal
7457

Court of Common Pleas
Union County, Ohio.

This cause came on for hearing this 20th day of January, 1898, upon the motion of the defendants to require the plaintiff to separately state and number her causes of action, and the Court after hearing argument of Counsel and upon due consideration order that she amend her petition by separately stating and numbering the different causes therein set forth; and thirty days are allowed therefor.

Court adjourned until 1 O'clock next Monday morning, Jany. 24th 1898

Monday January 24th 1898

Court convened at 1 o'clock P.M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

7362

Catherine E. Stewart
vs
Johnson Mooney, et al

Court of Common Pleas
Union County, Ohio.

On motion to the Court by R. McCerry, attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and the report and the proceedings of the Commissioners heretofore appointed, and the same being examined, and found to be regular and according to law and the orders of the Court, it is ordered by the Court, that the said proceedings and report be and the same are hereby approved and confirmed, and thereupon the said Catherine E. Stewart, electing to take that part of said estate represented by and constituting the farm of 78 & 1/2 acres, as described in plaintiff's petition at the said valuation of said Commissioners, to-wit; the sum of $4317.50, and the said Ross Mooney, also electing to take the same said premises at the said valuation of the said Commissioners to-wit; the sum of $4317.50, and each electing to take the whole premises for himself to the exclusion of the other; it is therefore ordered by the Court that said premises be sold, and also the premises in Plain City, Ohio, at public auction, for good cause shown, on the premises of each respectively, by the Sheriff of said County of Union, according to the statutes in such case made and provided, free of the dower estate of said Susanna Mooney, upon the following terms, to-wit; one third cash on the day of sale, one third in one year and one third in two years thereafter, with interest from the day of sale, such said 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.

7481

Carrie McMillen
vs
Obediah Holmes et al

Court of Common Pleas
Union County, Ohio.

7468

This cause now coming on for hearing on the petition of the plaintiff and the cross-petition of the defendants, George Davis and George B. Hamilton, and the evidence, the Court find that all the defendants have been duly served with summons in this case, and that they are all except George Davis and George B. Hamilton in default for answer and demurrer, and that the allegations of the petition are confessed by all to be true, and that there is due the plaintiff from the defendant, Obediah Holmes, on the promissory note set forth in the petition with interest to this 24th day of January, 1898, the sum of Five Hundred and Forty Eight and 61/100 ($548.61) Dollars.

The Court further find that in order to secure the payment of said note, the defendants, Obediah Holmes and Mary A. Holmes, 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 Book , page , of the records of mortgages of Union County, Ohio, and is a good and valid first lien on said premises described in the petition, except as to the lien for taxes, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant, Obediah Holmes the said

Monday January 24" 1898

sum of $548 61, and his costs herein expended.

And it is further adjudged and decreed that unless the said defendant shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest at eight per cent from January 24" 1898, the defendants equity of redemption be foreclosed, and said premises be sold on the premises, 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.

Mary J. Hill Ed
Harriet Williamson
vs
Henry V. Speir, Admr.
de bonis non. etc.

Court of Common Pleas
Union County, Ohio.

This cause came on for hearing this 24th day of January, 1898, on the demurrer to the petition, and the Court, after hearing argument of counsel and upon due consideration, sustained said demurrer, to which ruling the plaintiff then and there duly excepted, and asked to be allowed 30 days in which to amend their petition, which leave of Court was duly granted.

Charles Taylor
7468 vs
Geo. William Coleman et al

Court of Common Pleas
Union County, Ohio.

This day this cause is dismissed and costs paid; no record.

Court adjourned until 8 o'clock tomorrow morning.

Tuesday January 25th 1898

Court convened at 8:00 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

6980 Anna Taylor Lowe, Admr. vs Cary Jones } Court of Common Pleas, Union County, Ohio.

This day came the parties by their attorneys and submitted this cause to the Court upon the motion of the plaintiff to correct the records and entries in this case.

After hearing the evidence and arguments of Counsel the Court being fully advised in the premises finds that the entry overruling the motion for a new trial, and judgment on the verdict of the jury is correctly entered on the date of September 21st, 1896, and that the bill of exceptions taken in said case was not allowed or signed by the Judge of the Court until the 4th day of December 1896.

It is therefore considered and ordered by the Court that said motion be and the same is overruled; to which ruling the plaintiff by her attorney excepts.

7168 John B. Morris vs Edmond Dilsaver } Court of Common Pleas, Union County, Ohio.

This day came the parties by their attorneys and submitted this cause to the Court upon the motion of the plaintiff for a continuance of this cause upon the grounds of the sickness and absence of witnesses material for the plaintiff in the trial of this case.

And the court being fully advised in the premises sustains said motion upon the terms of the payment by the plaintiff of all costs of this case made at this Term of Court.

It is therefore considered and adjudged by the Court that the defendant recover of the plaintiff his costs of this Term of Court and that the plaintiff pay the costs of this Term made by him, and upon default of payment execution issue therefor, and therefore this cause is continued.

7435 John L. Thompson vs O. D. Browning } Court of Common Pleas, Union County, Ohio.

This cause came up for hearing this 25th day of January, 1898, on motion of the plaintiff for an order of Court requiring the defendant to answer plaintiff's petition within a certain time, and the Court upon due consideration orders that defendant plead thereto within ten days from this date.

Tuesday January 25, 1898

Martin S. Jolliff
vs
7246 William Langstaff et al

Court of Common Pleas
Union County, Ohio.

This day this case was dismissed by order of the Court for want of prosecution, without prejudice to a new action and at the costs of the plaintiff.

Lucinda Wingit
vs
7462 Palestine Lodge No. 158

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard on the demurrer to the amended petition of plaintiff.

Whereupon the Court sustain said demurrer and this cause is continued with leave to plaintiff to file an amended petition 30 days.

Earl Bauer
vs
The State of Ohio

In Court of Common Pleas
Union County, Ohio.

This cause came on for hearing this 25th day of January, 1898, and was submitted upon the petition in error and the transcript of the proceedings and judgment of the Mayor's Court in said petition complained of, and the Court upon due examination and consideration thereof find that there is error in said proceedings and judgment prejudicial to plaintiff in error.

It is therefore ordered by said Court that said proceedings and judgment be reversed, and that defendant in error pay costs of this proceedings ~~up to this time, including all costs incurred in said Mayor's Court, for which amount judgment is hereby ordered against said defendant in error.~~

It is further ordered that this cause be remanded to the said Mayor's Court of the Village of Richwood, Union County, Ohio, for further proceedings, and that a special mandate therefor be sent to said Court.

Alexander Carson
vs
6791 M. L. Johnson et al

Court of Common Pleas
Union County, Ohio.

The jury in this action having on inquiry for the defendant, at a former day of this Court, assessed his damages against the plaintiff at $40.00.

It is therefore considered by the Court that the defendants, M. L. Johnson and Laura Johnson, recover from the plaintiff, Alexander Carson, the sum of $40.00 so assessed, together with his costs herein expended, and execution is awarded therefor.

Tuesday January 25th 1898

Caleb Harsh
vs
Henry D. Wright

7458

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing, and the same was submitted to the Court on the pleadings and the evidence.

On consideration whereof the Court find that said defendant has by his answer herein filed confessed the plaintiffs claim, and that deducting the amount of said defendants counter claim there still remains due to said plaintiff the sum of Three Hundred and Eighty Nine and 18/100 Dollars, with six per cent. interest from the first day of the present term, to-wit; January 3rd 1898.

It is therefore considered and adjudged by the Court that the said plaintiff Caleb Harsh do recover of the said defendant Henry D. Wright the said sum of Three Hundred and Eighty Nine and 18/100 Dollars with six per cent interest from January 3rd 1898 and his costs herein expended taxed at $, and execution is awarded therefor.

7447

The Bank of Marysville
vs
W. S. Rogers, Mary L. Rogers,
John C. Rogers, & J. L. Rogers.

7444

Court of Common Pleas
Union County, Ohio.
(Jany. 31st 1898)

This day came the parties to this case, for injunction, and agree upon a settlement of this cause, and thereupon by the consent of the parties the Court find that including $19 costs paid by plaintiff on said judgment there remains due the plaintiff from W. S. Rogers and his wife Mary L. Rogers with interest to this date on the judgment referred to in the plaintiffs petition the sum of Five Hundred and Seventy Two Dollars besides some costs yet unpaid-

That said J. L. Rogers and John C. Rogers on consideration that plaintiff release to them and defendants its levy upon all the personal property levied upon on said judgment, do agree to stand sureties to said plaintiff and its assigns for said W. S. Rogers and Mary L. Rogers, that they will pay one half of said balance of said judgment by the first of Sept. 1898 and the other half by January first, 1899.

7466

The Court therefore order and decree that said levy be released & said injunction dissolved and that said W. S. Rogers, Mary L. Rogers as principals and J. L. Rogers and John C. Rogers as sureties shall pay the balance of said judgment and costs and interest one half by Sept. 1 1898 and the other half by Jany. 1, 1899 and the costs of this proceedings and stay of execution or vendi is ordered according to said agreement.

No Record to be made of this case.

7460

Elizabeth Vail
vs
Jacob E. Kleinfelter

7213

Court of Common Pleas
Union County Ohio.

This day this cause came on for hearing and the same was dismissed by the plaintiff, without prejudice at her costs.

Court adjourned until 1 O'clock Monday, Jany. 31st 1898

Monday January 31st 1898

Court convened at 1 o'clock P. M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge

7447 The Bank of Maysville vs W. S. Rogers et al } Court of Common Pleas Union County, Ohio.

This day came the plaintiff and by agreement with defendant W. S. Rogers and Mary L. Rogers, dismisses this case without prejudice.

7466 Robinson Ed Woodburn vs Charles Phillips Jr Ed W. H. Guy } Court of Common Pleas Union County, Ohio.

This day came on this cause to be heard by the Court upon the motion of the defendants to make the petition more certain and to separately state their several causes of action and other purposes named in defendants motion filed Jany. 4th 1898.

Wherefore the Court being fully advised in the premises do sustain said motion so far as it asks a separate statement of the cash paid by plaintiff as their expenses and paid in the transaction of said business, but as to all other parts of said motion the said motion is overruled; Whereupon the plaintiff asked and obtained leave of the Court to file their petition amended so as to conform to the order of the Court within ten days, and the Case is continued, to all of which ruling and decision the defendants then excepted.

7460 John D. Mather vs Wm A. Wright et al } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard upon the demurrer of defendants to the plaintiffs' petition and was argued by counsel.

In consideration whereof the court sustain said demurrer on the ground that the petition does not state facts showing any damage sustained by plaintiff and thereupon leave was granted plaintiff to amend his petition in 30 days - Time extended to March 15th 1898. and cause continued.

Monday January 31st A.D. 1898

7460 John D. Mathur vs William A. Wright et al — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the demurrer of defendants to the petition of plaintiff, and was argued by counsel. 7189

In consideration whereof the Court sustain said demurrer thereupon the plaintiff asked and obtained leave to file an amended petition in 30 days, and cause continued.

6940 Robert C. Hager vs Cynthia H. Neal and Clarence D. Neal — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon petition of plaintiff and answer of defendants, and the replies thereto, and the evidence offered by both parties, and was argued by counsel, in consideration whereof the Court finds the allegations of plaintiffs petition to be true, and that the plaintiff did purchase of the said Cynthia H. Neal, both the tracts of land as described in plaintiffs petition, and paid for the same, and become and is entitled to his deed for the same as therein set forth, and that all of said facts were well known to said Clarence D. Neal and that he the said Clarence D. Neal received and accepted said deed for part of said premises from the said Cynthia H. Neal with full knowledge of plaintiffs rights. 7290

It is therefore considered decreed and adjudged that the said deed so made to said Clarence D. Neal be cancelled, set aside and held for naught, and that the said Cynthia H. Neal and Clarence D. Neal be ordered and decreed to convey to plaintiff in fee simple said second tract of land as described in plaintiffs petition in thirty days from the date of this order and decree, or in default of such conveyance within said time that the judgment and decree of this Court operate and stand as a full and complete title in fee simple in law and equity to the said Robert C. Hager, his heirs and assigns as fully and completely as the deed from said defendants are, or both of them could or could do. It is further adjudged and considered that the defendants pay the costs herein made taxed at $, to all of which order and decision, the defendants excepted; and the defendants gave notice of their intention to appeal this cause to the Circuit Court, and the Court fixed the Appeal bond at $100.00. 7389

Court adjourned until 8 30 O'clock A.M. tomorrow morning.

Tuesday February 1st 1898

Court convened at 8 30 O'clock A.M. Pursuant to adjournment.
Present Hon. Duncan Dow, Judge.

Peter Wynegar
vs
E. V. Copper Et al
A. E. Copper

7189

Court of Common Pleas
Union County, Ohio.

This day came the parties, and their attorneys and this cause came on to be heard upon the motion of the defendants to set aside the verdict of the jury, and for a new trial herein.

And the Court, after hearing the evidence and arguments of counsel, and being fully advised in the premises, overrule said motion.

It is therefore considered by the Court, that the said plaintiff recover from the said defendants, E. V. Copper and A. E. Copper the said sum of Thirteen Hundred and Twenty Eight 16/100 Dollars as heretofore by the Jury found due him, with interest from this date, together with his costs herein expended, taxed at $, to which ruling and judgment of the Court the defendant except.

Maggie M. Bell
vs
Patrick Smith et al

7290

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on motion of defendant, asking leave to file amended answer, Court grants leave to file amended answer in 25 days

Catharine Jane Breckenridge
vs
Mary Smart et al

7389

Court of Common Pleas,
Union County, Ohio.

This cause came on to be heard upon the petition, the answer of John Bell, Mary Elizabeth Robinson, (Bell) and the answer of Oliver Perry Smart, 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 and pendancy and demand of said action against them, as required by law; and that the said plaintiff hath a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in said petition, it is ordered by the Court that by the oaths of Dyer Reed, Thomas M. Braman and Simeon Anderson, judicious, disinterested freeholders of the vicinity, upon actual view of the premises, one full equal third part of said lands in said petition described, assigned and set off to the said widow, Mary Smart, as her dower estate therein, and that by the like oaths of the same Dyer Reed, Thomas M. Braman and Simeon Anderson, upon like actual view, partition be made of said lands, subject to said dower estate

Tuesday February 1st 1898

in the following proportions, to-wit:

To the said Catharine Jane Breckinridge, the plaintiff one equal ninth part thereof, and to the said Joseph Smart, Oliver Perry Smart, Asa Smart, Semantha Richie, Susan McKurgan and Ellie McKitrick, each the one ninth part thereof, and to said John Bell and Mary Elizabeth Robinson, each the one Eighteenth part thereof, if the same can be done without injury to the value thereof, and if not that said premises, free of the dower estate as aforesaid be appraised at the true value thereof in money.

And it is further ordered that a writ of partition and order of partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned, and said partition to be made accordingly.

All other questions raised by the pleadings, are hereby reserved for the further order of the Court.

7286

7341 J. H. Wall & Almira L. Wall to Susan A. Miller et al — Court of Common Pleas, Union County, Ohio.

7287

This day the defendants moved the Court to continue this case until the next term of Court, and upon the affidavit and showing of Susan A. Miller one of said defendants said caused is continued to the next term of Court at the costs of defendants.

It is therefore considered that the plaintiffs recover of the defendants the costs of this term of Court taxed at $

7358 Lorenzo C. Chapman to Arthur F. Benedict et al. — Court of Common Pleas, Union County, Ohio.

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

On consideration whereof the Court find that the defendant Arthur F. Benedict did obtain from the plaintiff the deed of conveyance in the petition described by fraud and misrepresentation, as the plaintiff has in his petition alleged.

It is therefore adjudged and decreed that the said deed of conveyance from the said plaintiff to the said Arthur F. Benedict (sometimes called F.A. Benedict) be, and the same is hereby set aside, vacated and declared to be of no force or effect in law to affect the title of the said premises, or to convey the same to the said defendants. And it is further considered that each party pay the costs made by him, and in default of payment that execution issue therefor as upon judgment at law. And plaintiff to reassign and deliver up to defendant said $800 note and mortgage received by him of defendant as part payment for said land.

Court adjourned until 8 o'clock Tuesday morning Feb. 8th 1898

7286 Deggett Ed Co.
vs
C. S. David Ed
The Union Banking Co.

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing, the parties hereto by their Attorneys made settlement of same whereby the plaintiff is to receive the sum of $75.00 in full satisfaction and settlement of plaintiff's claim in this action and defendant to pay costs.

It is therefore considered by the Court that the plaintiff recover of the defendants the sum of $75.00 and costs, and cause so settled without record.

Feb. 3rd 1898.

Robinson & Wordburn Ed
Cameron & Cameron
Attys. for Plff
J. H. Kinkade Atty. for Defs.

7287 The Detroit Confectionary
Ed Fruit Tablet Co.
vs
C. S. David and
The Union Banking Co.

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing, the parties hereto by their Attorneys made settlement of same, whereby the plaintiff is to receive the sum of $125.00 in full satisfaction and settlement of plaintiff's claim in this action and defendant to pay costs.

It is therefore considered by the Court that the plaintiff recover of the defendants the sum of $125.00 and costs, and cause so settled without record.

Feb. 3rd 1898.

Robinson Ed Wordburn Ed Cameron Ed Cameron
Attys. for Plaintiff
J. H. Kinkade, Atty. for Defs.

Tuesday Feb. 8th 1898

Court convened at 8 30 O'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge

Mathias Luschky
vs
John Rausch Et al
Margaret Rausch et al

7491

Court of Common Pleas
Union County, Ohio.

This day came the parties and submitted this cause to the Court upon the petition of plaintiff and the Cross-petition of George Adam Rausch, Anna Barbara Stung, Mary Maggie Rausch now Nicol - Christopher Rausch and John George Rausch and upon the evidence.

Whereupon the Court find that due process has issued and been duly served in this case and that there is due the plaintiff as alleged in his petition from said John Rausch defendant the sum of $682.61 which is entitled to draw 8% interest from this date which is secured by mortgage of said John Rausch and his wife Margaret Rausch upon the lands in said petition described, and that plaintiff has a lien on said land for said sum by reason of his mortgage from March 4, 1897.

It is therefore considered, ordered and adjudged by the Court that within five days the said John Rausch and Margaret Rausch pay said sum of $ to the plaintiff and the costs herein expended by plaintiff, and in default of said payment that an order of sale issue to the Sheriff of this County, commanding him to appraise, advertise and sell said real estate according to law to satisfy said sum and costs and increase costs, and that execution issue for the balance of said claim.

And the cause being further heard by the Court on the said Cross-petition and evidence the Court find there is a mistake in said notes as alleged in said Cross-petition and that it was the agreement of said parties when said notes were executed to have the interest thereon stated in said notes at 8% per cent. payable annually and that by the mutual mistake of said parties the notes failed to express said agreement.

Therefore the Court orders that said mistake be corrected and said agreement reformed so as to express said the terms thereof as agreed upon.

Thereupon the Court find there is due to Mary Maggie Rausch now Mary Maggie Nicol on her note the sum of $816.57 on simple interest and $877 on interest payable annually to John George Rausch on his note the sum of $816.57 on simple interest and $877 on interest payable annually to Christopher Rausch on his note the sum of $749.97 on simple interest and $780 on interest payable annually - To Anna Barbara Stung on her note the sum of $749.97 on simple interest and $780 on interest payable annually, to George Adam Rausch on his note $749.97 on simple interest and $780 on interest payable annually - Making $3883.05 when calculated at simple interest and $4094 when calculated at annual interest.

It is therefore considered ordered and adjudged by the Court that said John Rausch and Margaret Rausch within five days pay to said parties Mary Maggie Nicol, John George Rausch, Christopher Rausch, Anna Barbara Stung & George Adam Rausch said sum of Four Thousand and Ninety Four Dollars and costs herein expended by them taxed to $ and interest from this date - And the Court find said last mentioned parties hold a lien on said land for said sum by reason of said mortgage from May 26, 1894, and that their lien on said land is prior and better than plaintiff's lien thereon except as to $210.95 the difference between the simple and annual interest the Court that plaintiff hath the prior lien as an innocent purchaser without notice. It is therefore ordered and decreed by the Court that if said John Rausch and his wife Margaret Rausch fail for five days to pay said sum and costs and interest from this day that an order of sale issue to the Sheriff of this County commanding him to appraise advertise and sell said

Tuesday Feb. 8th 1898

for 1/2 cash, 1/4 in 1 year and 1/4 in 2 years, secured by mortgage on premises, real estate, according to law to satisfy said claim, and report his proceedings to this Court.

Oscar N. Bell
to
7482 Arthur C. Bell et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard, and the same was submitted to the Court upon the pleadings and the evidence, on consideration whereof, the Court being fully advised in the premises finds;

That all of the parties have been duly and legally notified of the filing and pendency of the petition, and of the Cross-petition, and that all the parties are before the Court in due and legal form.

The Court further finds that the said Enos A. Bell died seized of the lands and tenements in the petition described.

The Court further finds that Naomi Bell owns in fee simple the 40 50/100 acres being the balance of the lands as described in plaintiffs' petition, all of which 113 97/100 acres are undivided.

The Court further finds that the parties named in the petition are the widow, and heirs and legal representatives of said Enos A. Bell, decd, and that he died intestate and that the said parties are entitled to the division of his estate to the parts and proions in the said petition stated, and no sufficient reason appearing why partition should not be made, it is ordered that by the oaths of Jacob Beem, S. N. Pierce and Charles Kennedy, three judicious disinterested free holders of the vicinity, there be set off to Naomi Bell 40 50/100 acres as in her Cross-petition alleged she is entitled to and that out of the balance of said lands in said petition described (being 73 47/100) acres one full and equal third part be adjudged and set off to the said Naomi Bell as her dower estate, and that by the like oaths of the same persons, partition be made of said lands, said 73 47/100 acres, subject to said dower estate in the following proportions, to-wit:

To Oscar N. Bell, one equal sixth part; Arthur C. Bell, Mary A. Cantrell wife of O. J. Cantrell, Joseph S. Bell, Edwin B. Bell, Nora Gabriel wife of Herbert Gabriel one equal sixth part each, if the same can be done without manifest injury to the premises, and if in the opinion the dower cannot be assigned and a division mad in harmony with the foregoing order, without manifest injury to the premises then and in that case that they return the true value in money of said premises to this Court without assignment of dower and partition, and that a writ of partition and dower issue to the Sheriff of this County, commanding him to cause said dower to be assigned and said partition to be made accordingly.

Tuesday Feb. 8th A.D. 1898

7454 Flora Graves et al vs Samuel Tugarden et al } Court of Common Pleas Union County, Ohio.

Now comes the plaintiff by their Attorneys and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true.

The Court further find upon evidence adduced and upon the pleadings 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 had the legal estate in, and were 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.

It is therefore ordered and adjudged and decreed that the title and possession of the said Flora Graves, Peter Graves, Viola Ann, Thomas Anson, Rosa Smith, John Smith, Carrie Almendinger, John Almendinger and Mildred Randall to all and singular the premises in the petition described, to-wit; Situated in the County of Union, State of Ohio and Township of Claibourne, being a part of original Survey No. 6161 and part of Lot No. 13 and all of Lot No. 18 of the Subdivision of said Survey commencing at a stone in the S.W. corner of Lot No. 18 and in the south line of said survey; thence with said Survey line N. 77¼ E. 87 9/100 poles to a stake and stone being within 2 17/100 poles of the Delaware and Union County line; thence due N. 42 23/100 poles to the Richwood and Prospect Pike; thence with the center of the pike at 74° E. 6 17/100 poles to the center of the Rodgers Road crossing the County line at 3 2/100 poles; thence with the center of said Rodgers road N. 4½° W. 79 43/100 poles to a stone crossing the County line at 34 67/100 poles; thence S. 84° W. 100 44/100 poles to a stone witness a small elm; thence S. 6¼° E. 134 9/100 poles to the place of beginning, containing 76 acres of land, be & the same hereby is quieted as against the defendants and each and every one of them, and all persons claiming under them; and they are hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of said plaintiffs above named, their heirs or assigns thereto. 7471

7389 Catharine Jane Breckenridge vs Mary Smart et al } Court of Common Pleas Union County, Ohio.

This cause coming on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same.

And it appearing that said estate cannot be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement thereof free from the dower of said Mary Smart in the sum of One

Tuesday Feb. 8th A.D. 1898.

Thousand Dollars, for that part of the estate situate in the Town of Marysville, Ohio, and the farm property in the petition described situate in the Counties of Union and Delaware, at the sum of $20. per acre, or the sum of $2200.00.

The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of the said parties electing to take the said estate at its appraised value, and the said Mary Smart having by her answer waived dower by metes and bounds, and asked in lieu thereof its value to be paid to her in money, on motion of the said defendants, it is ordered that said premises be sold at public auction free from the dower of the said Mary Smart, and that an order issue therefor to the Sheriff of Union County.

And on motion it is ordered that said lands and tenements be sold on 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, and such deferred payments be evidenced by the promissory notes of the purchaser, payable to the parties respectively entitled, and secured by mortgage on the premises. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Clara Schatz
vs
Michael Pfeiffer, et al
7471

Court of Common Pleas
Union County Ohio.

This cause came on for hearing this eighth day of February, 1898 upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, and that the said commissioners have made and returned their appraisement of the same, to-wit, in the sum of $1800.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value, on motion of the plaintiff it is ordered that said premises be sold at public auction, and that an order issue therefor to the Sheriff of Union County; and upon good cause shown the Court direct and require that said sale be made for cash. And the said Sheriff is directed to return his his proceedings herein to this Court without unnecessary delay.

Court adjourned until 8 30 O'clock tomorrow morning.

Wednesday Feb. 9th A. D 1898

Court convened at 8 30 O'clock A. M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

7490 Deere & Company vs John P. Conner } Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are true - and that the defendant is indebted to plaintiff in the sum of Three Hundred and Forty one Dol 32/100 Dollars, with eight per cent interest from February 8th 1898.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of Three Hundred and Forty one & 32/100 Dollars, with eight per cent interest from Feb, 8th 1898, and his costs herein expended Taxed at $

7482 Oscar Bell vs Arthur Bell et al } Court of Common Pleas Union County, Ohio.

This day came George W. Macklin by his attorneys and obtained leave of the Court to file a cross-petition which is done.

7466 Robinson & Wordburn vs Charles Phillis et al } Court of Common Pleas, Union County, Ohio.

This day came on this cause and leave was granted to plaintiff to file amended petition in 20 days from this day.

7482 Oscar N. Bell vs Arthur C. Bell et al } Court of Common Pleas Union County, Ohio.

This cause coming on to be heard on the return of the Sheriff and the report of the Commissioners heretofore appointed, and on motion to confirm the same, it appearing to the Court that said premises can not be divided by metes and bounds without manifest injury to the value thereof, and that the Commissioners have appraised said premises free from the dower of said Naomi Bell at $36 00 dollars per acre, Total $4102 22, the Court find the said return and proceedings in all respects in conformity to law and the orders of this Court, and do approve and confirm the same.

Wednesday Feb. 9th 1898

Certificate for Pay.

Sheriffs Office, Union County Ohio.
Marysville, Ohio. Feb. 9th 1898.

To Hon. Duncan Dow, Judge.

The Costs charges for the January Term, A. D. 1898, Union County Common Pleas, are due for services rendered and are as follows;

Union County, Ohio.

To J. E. Robinson, Sheriff, Dr.

To serving Grand Jury venire,	$4.00
" 108 miles serving Grand Jury	$8.64
" serving Petit Jury venire,	$4.00
" 120 miles serving Petit Jurors	$9.60
" serving Grand Jury Witnesses	$2.50
" making 25 copies, Grand Jury Witnesses	$2.50
" 200 miles travel, Grand Jury Witnesses	$16.00
" Calling 29 Grand Jury Witnesses	$1.45
" Allen Harris 23 days Deputy	$46.00
" Joseph Lawrence 23 days Bailiff	$46.00
Total	$140.69

I hereby certify the above bill to be correct.

J. Ed Robinson
Sheriff, 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.

Duncan Dow
Judge of the Common Pleas Court

Feb. 9-1898.

Wednesday Feb. 9th 1898

7475 Pearl H. Haines vs Lenna Haines — Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard on the pleadings and the evidence; thereupon the Court find that the evidence is insufficient to grant a divorce.

It is therefore ordered and adjudged by the Court that this cause be, and the same is hereby dismissed at plaintiff's costs.

7488

7411 John Doelp vs Anna Doelp — Court of Common Pleas, Union County, Ohio.

This day came the parties in person and by their attorneys and submitted this cause to the Court on the pleadings and evidence.

Whereupon the Court being fully advised in the premises do find for the defendant, that there is no ground for divorce found on behalf of plaintiff and that plaintiff is proven to be guilty of gross neglect of duty and of cruel treatment of the defendant and for these causes alone she is entitled to a divorce as prayed for in her cross-petition.

It is therefore ordered and decreed by the Court that the marriage relation between said parties is dissolved and said parties are hereby divorced and the custody of their three children named in the petition and answer are left with said defendant until further order of the Court, but the plaintiff is to have the privilege of visiting and seeing said children on the second monday of each month without hindrance of defendant or other person, and the said children may visit the plaintiff at his home on the 4th Saturday of each month; in case of their sickness as often as may be proper under the circumstances of each case.

And it is further ordered and adjudged by the Court that plaintiff pay the costs of this proceeding taxed to $ within ten days, and in default thereof that execution issue against him for the same.

Court adjourned until 8 30 o'clock Saturday morning Feb. 26" 1898.

Saturday Feb. 26th 1898

Court convened at 8 30 O'clock A. M. pursuant to adjournment
Present, Hon. Duncan Dow,
Judge.

Levi Low
vs
7488 John Low et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard, and the same was submitted to the Court upon the petition of the plaintiff, the answer of Flora and Martha Low, the pleadings and the evidence; On consideration whereof the Court being fully advised in the premises finds that all of the parties have been duly and legally notified of the filing and pendency of the petition, and that all the parties are before the Court in due and legal form.

The Court further finds that the said Chark Low died seized of the lands and tenements in the petition described.

The Court further finds that the parties named in the petition are the heirs and legal representatives of said Chark Low, deed, and that the said parties are entitled to the division of his estate to the parts and proportions in the said petition stated, and no sufficient reason appearing why partition should not be made, it is ordered that by the oaths of J.K. Richey; J.K. Norris and Charles Kennedy, three judicious disinterested freeholders of the vicinity, partition be made of the premises in the petition described in the following proportions, to-wit;

To Levi Low, the plaintiff two Sixteenths 2/16; John Low, Elmer Low, Flora Low, Martha Low, Eliza Tossey two Sixteenths 2/16 each, Ora Low and Bertha Low one Sixteenth 1/16 each and to Hattie Conklin and Walter Conklin a minor 13 years of age one Sixteenth 1/16 each, if the same can be done without manifest injury to the premises and if in their opinion a division can not be made in harmony with the foregoing order, without manifest injury to the premises then and in that case that they return the true value in money of said premises to this Court, having first divided said lands in parcels, if in the judgment of said Commissioners it be advantageous to the estate, as prayed for in the petition of the plaintiff, appraising the divisions so made separately- the Sheriff shall then make his return accordingly without unnecessary delay.

Saturday Feb. 26th 1898

Oscar N. Bell
vs
7482 Arthur C. Bell et al

Court of Common Pleas
Union County, Ohio.

7514

This day this cause came on to be further heard; the Court having heretofore confirmed the report of the Commissioners and Sheriff's return and the order of partition, and thereupon neither of said parties electing to take said estate at its appraised value as returned by the Commissioners, on motion of the plaintiff, it is ordered by the Court that said estate be sold at public auction by the Sheriff of this County according to the Statute in such case made and provided, upon the following terms, to-wit: One third in hand, one third in one year and one third in two years from the day of sale, with interest on deferred payments, and that they be secured by a mortgage on the premises.

Howard Black, Assignee of C.C. McClenne et als
vs
C.C. McClenne and others

Court of Common Pleas
Union County, Ohio.

7161

This cause being heard on the demurrer to the petition, the Court on consideration thereof being fully advised in the premises do sustain the same.

Whereupon the plaintiff asked leave to file an amended petition in this cause within twenty days, which was granted by the Court, and cause continued.

The Farmers' Bank
vs
7513 Levi L. Longbrake

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 L. Piper, an Attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff for One Thousand Three Hundred and Fifteen Dollars and Eighty Nine 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.

7420

It is therefore considered that said plaintiff recover of said defendant the sum of One Thousand Three Hundred and Fifteen Dollars and Eighty Nine Cents, and that said judgment bear interest at Eight per cent. from the 26th day of February A.D. 1898; and also its costs herein expended, taxed at $

Saturday Feby. 26th 1898

7514 The Bank of Marysville
vs
Dell Robinson and
Oscar Robinson

Court of Common Pleas
Union County, Ohio.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several Courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against said defendant, on said note, for the sum of Three Hundred and Eighty Nine Dollars and Eight Cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

7161 Elizabeth Hupp
vs
John Parmer et al

Court of Common Pleas
Union County, Ohio.

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 appraisement thereof, free from the dower of the said Wm J. Moore in the sum of $1837.50; the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at its appraised value, and the said Wm J. Moore having by his answer waived his dower by metes and bounds and asked that in lieu thereof its value be paid him 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 Wm J. Moore, 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.

7420 John F. Chuny et al
vs
Will P. Brightler et al

Court of Common Pleas
Union County, Ohio

This day this case is settled and costs paid in full.

Saturday Feb. 26th 1898.

7514 The Bank of Marysville vs Dell Robinson et al Oscar Robinson } 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. L. Jolliff, 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 Eighty Nine Dollars and Eight cents, being the amount of the principal and interest due on said note, and for costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of Three Hundred and Eighty Nine Dollars and Eight Cents, and that said judgment bear interest at 8 per cent from the 26th day of February, A.D. 1898, and also its costs herein expended, taxed at $

7415

Levi Low vs John Low et al } Court of Common Pleas Union County, Ohio

On motion to the Court by T. J. Arthur, Attorney for the plaintiff, and upon producing the proceedings of the Sheriff and the report and proceedings of the Commissioners heretofore appointed, and the same being examined, it is ordered by the Court that said proceedings and report be, and the same are hereby approved and confirmed 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 so appraised be sold at public auction, by the Sheriff of this County according to the statute in such case made and provided, upon the following terms to-wit; One third in hand, one third in one year and one third in two years from the day of sale, with interest on deferred payments, and that they be secured by a mortgage upon the premises.

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Order to draw Jury.

Court of Common Pleas.

State of Ohio, Union County, ss.

It is ordered that the Clerk of this 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 7th day of March A.D. 1898, 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 said Jurors so drawn, to be and appear before said Court of Common Pleas on the first day of the term thereof, on the 4th day of April A.D. 1898, at 10 O'clock in the forenoon of said day.

Said Petit Jury to appear on the 5th of April at 8½ O'clock A.M.

Duncan Dow
Judge of the Court of Common Pleas.

7415 John Robinson vs John T. McCullough } 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, 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 Louis Ringo by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders so far as they may be paid herein, for the protection of his title.

And the Court comming now to distribute the proceeds of said sale amounting to Forty Seven Hundred Dollars ($~~4700~~ 4665), it is ordered that the Sheriff out of the money in his hands pay-

First: The costs of this action taxed at $128.22

Secondly: The taxes due and unpaid on said lands. 67.53

Thirdly: To the defendant J.N. Robinson as Administrator of Alva Smith deceased, the sum of Five Hundred and Fifty Two Dollars $552.00 which the Court find from the evidence to be the amount due on his claim set up in his Answer and Cross-petition herein, there having been made on the note on which said judgment was taken payment not credited thereon, and the Court find that said judgment was taken for to much, and that the true amount due thereon is $552.00.

Fourthly: To the plaintiff the balance of the money remaining

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in his hands to-wit: the sum of $371.25 be applied as follows in payment of the several liens set up in plaintiffs petition in the order therein set forth so far as it will reach.

In the matter of the Assignment of Caleb F. Harris
vs
Samuel Sherrard, Assignee

7452

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard, and was submitted to the Court on the Transcript from the Probate Court, the original papers in the case and upon the exceptions of A. M. Ballinger to the third and final account and settlement filed by said Samuel Sherrard as Assignee of said Trust. 7453

On consideration whereof the Court overrule the said exceptions to said third and final account except as to the fifth (5th) of said exceptions of said A. M. Ballinger which the Court sustains; to which overruling of said exceptions and said decision and order of said Court said A. M. Ballinger by his counsel then and there excepted.

Thereupon this matter comming on to be heard upon motion to confirm said final account & settlement as corrected, the Court find that notice of time of hearing said account has been given pursuant to law by publication in the Marysville Tribune, a newspaper of general circulation in said County.

The Court further find that upon said account and settlement as corrected, the said assignee is chargeable with the sum of $1819.80 and that he is entitled to credits in the sum of $1036.15.

Whereupon this matter came on to be heard further on motion of said Assignee for allowance of $133.84 as his legal compensation, and $50 for extraordinary service rendered by said Assignee on account of the real estate in this matter, also $60.00 as reasonable Attorney fees actually paid by said Assignee on account of litigation arising out of the real estate assigned.

On consideration whereof and the Court being fully advised, the said assignee is allowed the sum of $53.80 as legal compensation and the sum of $110.00 for extraordinary services and attorney fees as asked.

It is therefore by the Court ordered that said assignee retain out of the money in his hands the sum of the three items last afore said to-wit, $763.15.

And the Court further finds that there is a balance of $783.65 derived from the sale of real estate due to the preferred creditors of said assignor in accordance with the order of distribution heretofore entered on sale of the lands of the said assignor.

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. 7252

It is further ordered and adjudged that the said Samuel

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Sherwood as such assignee receiver of the said appellant H. M. Ballinger his costs herein expended taxed to $7.24, to all of which findings, rulings and judgments of the Court the said appellant H. M. Ballinger by his Counsel excepts

Thereupon this cause came on to be heard on motion of the said H. M. Ballinger for a new trial and hearing in said case.

Whereupon the Court on consideration do overrule said motion. to all of which rulings and orders the said H. M. Ballinger by his Counsel excepts. And on the motion and application of said H. M. Ballinger by his said Counsel, the Court fix the amount of the supersedeas bond herein in the sum of $100.00

7453

H. M. Ballinger, Plff. in Error
vs
Samuel Sherwood,
Assignee of Calvin F. Haines et al
Defts. in Error

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing upon the petition in error, the transcript and the original papers and pleadings from the Probate Court of this County, and was argued by counsel; On consideration whereof the Court do sustain the demurrer of Margaret D. Haines to the petition of plaintiff, H. M. Ballinger, to which decision and ruling of the said Court said H. M. Ballinger then and there excepted, and this cause came on further to be heard upon the demurrer of said H. M. Ballinger to the answer of said defendant Sherwood to the petition of plaintiff H. M. Ballinger and was argued by counsel, On consideration whereof the Court overrule said demurrer. to which ruling and decision of this Court the said plaintiff H. M. Ballinger then and there excepted.

Whereupon the Court find that there is no error apparent upon the record in said proceedings and judgment

It is therefore considered by the Court that the judgment aforesaid be and the same is hereby affirmed, and that the defendants in error recover from the plaintiff in error their costs herein expended taxed to $10.14

It is further by the Court ordered that the Clerk of this Court make out and file in said Probate Court a transcript of its judgment and proceedings herein, and that this cause be remanded to said Court to carry into effect the said judgment; to all of which rulings & orders the plaintiff in error by his Counsel then and there excepted; And on motion and application of plaintiff by his Counsel the Court fix the amount of the supersedeas bond herein in the sum of $100.00.

7252

The Citizens Homestead Savings Company
vs
Eli G. Pepper. et al

Entry

"This day it is ordered by the Court that this Cause be left off docket.

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7170 J. N. Robinson, Adm'r of the estate of Alvah Smith, deceased vs Martin V. High — Court of Common Pleas, Mrion County, Ohio.

By order of the Court the plaintiff hath leave to file Reply in ten days and the cause is continued.

7512 James N. Robinson, Executor of the Will of Lipan Mitchell, deceased vs Joseph P. Martin, Guardian of Celecta Mitchell — Court of Common Pleas, Mrion County, Ohio.

This day came the parties and by consent submitted this cause to the Court, and thereupon the Court being fully advised in the premises do find the allegations of the petition to be true, and that it will be for the benefit of all parties interested in the real estate described in plaintiffs petition.

It is therefore ordered and decreed by the Court that the plaintiff proceed to lay off and plat the real estate which has not heretofore been platted into lots and that proper Streets and alleys be platted and dedicated to the public use and in order to make such sub-division and plat that employ a suitable Surveyor & when the same shall be done that he cause all of the real estate in said petition described to be duly appraised in separate parcels by the oaths of French Reynold, Strain Burnham and Ira Smith, three disinterested freeholders of the vicinity, and that he also proceed to advertise and sell the same on the following terms, viz:

One third in hand, one third in one year and one third in two years with interest, to be secured by mortgage on the property or sold.

7483 The Incorporated Village of Marysville vs The Cleveland, Cincinnati, Chicago and St Louis, Railway Company — Court of Common Pleas, Mrion County, Ohio.

This day came on this cause to be heard on the demurrer of the defendant to the plaintiff's petition; Whereupon the Court being fully advised in the premises do overrule said demurrer, to which ruling of the Court defendant excepts. Thereupon on request leave is given to file answer in 20 days and this cause is continued.

6996 Moses Thompson vs B. V. Buffington et al — Court of Common Pleas, Mrion County, Ohio.

This day came the plaintiff and dismissed this cause without prejudice to another action. No record. Therefore it is considered by the Court that the cause is dismissed without prejudice, defendants recover of the plaintiff their costs herein expended.

7389

Saturday Feb. 26th 1898.

7389

Catherine Jane Breckenridge
vs
Mary Smart, Joseph Smart, Oliver Perry Smart, William Bell, Mary Elizabeth (Bell) Robinson, Ada Smart, Samantha (Smart) Richie, Susan (Smart) McKrigan, Ellen (Smart) McKitrick, Isaac Smart & J. L. Cameron.

Court of Common Pleas
Union County, Ohio.

Entry modifying Report of Commissioners, Confirmation of same, Order of Sale.

This day this cause came on for hearing on the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and upon the plaintiffs' motion to confirm the same upon consideration whereof, and the Court being fully advised in the premises, and upon careful examination of said report, and by the consent and agreement of all the parties hereto, and it appearing from said report and return, and the Court also being satisfied that said real estate can not be divided and partitioned among the heirs without manifest injury thereto, and that said Commissioners have made and returned their appraisement and estimate of the value of said premises in the petition described as follows:

First parcel— Being 50 feet off the east side of In-Lot No. 335, in Robinson's Addition to the Village of Marysville, Union County, Ohio, appraised free of the dower of Mary Smart, at One Thousand Dollars ($1000.00).

Second tract— Being about 110 acres of land composed of 67.20 acres of land in Jerome Township, Union County, Ohio, and about 42.80 acres in - - - Township, Delaware County, Ohio, more particularly described hereinafter were appraised at $20.00 per acre free from the dower of said Mary Smart.

And the Court find that said return and report and said proceedings are in all respects correct and in conformity to law and the former order of this Court, and it is therefore now by the Court here ordered, adjudged and decreed that said return, said report and said proceedings be and the same are hereby approved and confirmed except as hereinafter modified by consent of all parties.

The Court find that all of the parties to this proceeding have agreed, and by mutual consent they do hereby allow and set off to Mary Smart, widow, the following described premises for her during her natural life, as her dower in said estate, bounded and described as follows:

Beginning at a stake in the N. E. corner of a lot conveyed by J. N. Robinson and others to W. W. Robinson by deed dated Oct. 5, 1874; thence running S. with the E. line of said lot 166 3/4 feet to an alley; thence east 50 feet to a stake; thence N. 166 3/4 feet; thence West with High Street (now Eight Street), 50 feet to the beginning, being 50 feet off the east side of In-Lot No. 335 in Robinson's Addition to the Village of Marysville; and the report of said Commissioners is modified to this extent.

The said Mary Smart, widow, accepts said premises

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as and for her dower interests in said estate for and during her natural life, and after her death said premises shall be owned in fee, free of dower, by the following persons; Catherine Jane Breckenridge, Samantha (Smart) Richie, Susan (Smart) McKirgan, Etta (Smart) McKittrick and Oliver Perry Smart, each one-ninth part thereof in fee, John Bell, and Mary Elizabeth (Bell) Robinson, heirs at law of Margaret Bell, deceased, each the one-eighteenth part thereof in fee, to Asa Smart, one-ninth part thereof in fee, subject to & less an advancement of $200.00 which had been made to him by his father in his life time; to Joseph Smart and Isaac Smart each one-ninth part thereof in fee, subject to and less an advancement of $800.00, made to each of them by their father in his life time, but it is further ordered and decreed that no order of sale shall issue for said premises, so set off to said widow for her natural life, as her dower, until after her decease, when an order of sale may issue.

And each and all of the parties herein having failed and neglected to take said farm lands hereinafter described at their appraised value, it is now, therefore upon motion of the plaintiff, ordered, adjudged and decreed that said premises be first divided into three or more convenient parcels, such division to be made so as to cause said lands to sell to the best advantage and interest of the estate, and that said premises be sold at public auction, at not less than two-thirds of the appraised value, at the door of the Court House of said Union County, Ohio, by the Sheriff of said Union County, according to law, free from dower, first offering the same in parcels, and then as an entire tract, and the Sheriff is directed to accept the best offer, upon the following terms, to-wit: One-third cash, one-third in one year and one-third in two years thereafter, with interest from the date of sale, and such deferred payments shall be evidenced by the promissory notes of each purchaser, payable to the Sheriff and be secured by a mortgage upon the premises sold.

The said premises assigned to said widow, shall not now be advertised for sale by said Sheriff.

On motion, and good cause shown therefor and upon the request of and with the consent of all parties in interest, it is here ordered that said Sheriff call to his assistance, the County Surveyor, and he is directed to divide said farm lands into three or more convenient parcels or tracts, so as to make said premises sell to the best interest to the estate, and said Sheriff is ordered to sell said premises in tracts as follows; (to which extent said report and return of said Commission is modified).

First Tract—

Situate in the Township of Jerome County of Union, and State of Ohio, and part of survey No. 2990.

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Bounded and described as follows:

Beginning at a stake at the North west corner of said Survey No. 2990, and in the center of the Ostrander and Dublin stone pike: Thence with said road south 10 deg. 30 min. E. 59 57/100 poles to a point in the center of a public road and at the N.W. corner of Joel F. Hills land; Thence with said road N. 85 deg. E. 92 poles to a stake at the South west corner of 30 & 75/100 acres made by this division; Thence with the west line of said tract No. N. 30 min. E. 59 & 72/100 poles to a stake, (witness a small Hickory) in the line of said Survey: Thence with said line S. 84 deg. 45 min. W. 103 16/100 poles to the beginning, containing 36 and 25/100 acres, more or less.

Second Tract-

Situate in Jerome Township, Union County, Ohio, and part of Survey No. 2990, bounded and described as follows:

Beginning at a stake (witness a Hickory) in the north line of said survey No. 2990, and at the N.E. corner of 36 and 25/100 acres formed by this division; Thence with the east line of said tract, S. 0 deg. 30 min. W. 59 & 72/100 to a stake in the center of a public road; Thence with said road N. 85 deg. E. 82 & 24/100 poles to a stake in the Union County and Delaware County line (witness a stone on the south side): Thence with said County line N. 0 deg. 30 min. E. 59 & 88/100 poles to a stone in the North line of said survey: Thence with said survey line S. 84 deg. 45 min. W. 82 & 24/100 poles to the beginning, containing 30 and 75/100 acres more or less.

Third Tract-

Situate in Concord Township, Delaware County, Ohio, and part of Survey No. 2990, bounded and described as follows:

Beginning at a stone at the intersection the County line with the North line of said survey No. 2990; Thence with said County line S. 0 deg. 30 min. W. 59 & 88/100 poles to a stake in the center of a public road (witness a stone on the south side): Thence with said road N. 85 deg. E. 115 & 76/100 poles to a stone in the east line of said survey; Thence with said Survey line N. 4 deg. 30 min. W. 60 & 60/100 poles to a stake at the North east corner of said survey; Thence with the North line of said Survey S. 84 deg. 45 min. W. 111 poles to the beginning, containing 42 and 70/100 acres more or less.

The court further find from the pleadings, the evidence and the exhibits, that the said John S. Smart in his life time made an advancement of $800.00 to Isaac Smart; and an advancement of $800.00 to Joseph Smart; and an advancement of $200.00 to Asa Smart, and that he made no advancement to Oliver Perry Smart or Margaret (Smart) Bell as stated in said petition.

When said Sheriff has sold said premises he is

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ordered to return his proceedings to this court without delay, and bring said fund into court for distribution among those legally entitled thereto.

On motion and good cause shown, German publication is dispensed with.

7224 In the matter of the application of the Trustees of the Methodist Episcopal Church. — Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the application of the Trustees of the Methodist Episcopal Church to set aside the appraisement of the real estate described in the first cause of action in the petition herein filed, made on June 24th 1897, and for a new order of appraisement of said premises.

On consideration whereof it is ordered by the court that the said appraisement or small on June 24th 1897, be and the same hereby is set aside and held for naught, and a new order of appraisement is granted herein.

7477 Magdalena Scharp vs Michael Pfiffer — Court of Common Pleas, Union County, Ohio.

This cause came on and was heard upon defendants motion to require plaintiff to make her petition more definite and certain, and the court after having heard argument of counsel and after due consideration, on the 26th day of February, 1898, sustained said motion as to the allegations in reference to money claimed to be in defendants hands, that is as to $107.25 belonging to Joseph Scharp and $44.00 belonging to plaintiff; and the plaintiff was granted thirty days by the court from said date in which to amend her petition.

7254 The Robinson & Perry Co. vs Effie R. Smith et al — Court of Common Pleas, Union County Ohio,

This day this cause is settled and costs paid.

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

The present term of this court was begun on the 3rd day of January A. D. 1898, and continued from day to day and from time by regular adjournment until this the 26th day of February A. D. 1898, and now adjourned without day.

Attest, J. N. Gossell Clerk

7415 John Robinson vs J. T. McClellan et al — Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and withdraws his notice of appeal in this case.
March 7, 1898.

7341 J. H. & Almira L. Wall vs Susan A. Miller & G. W. Miller — Court of Common Pleas, Union County, Ohio.

This day this cause is settled as follows:

1st: Said Susan A. & G. W. Miller pay to J. H. Wall Three Hundred Dollars ($300).

2nd: Said Susan A. Miller is to dismiss generally her case of damages now pending in Union Common Pleas known as No. 7433, and against said J. H. Wall and Almira L. Wall; and George W. Miller is to dismiss generally his case for damages now pending in Union County Common Pleas and known as No. 7432 and against J. H. Wall — both of said cases are to be dismissed from the docket at the costs of said Millers respectively.

3rd: Said J. H. Wall and Almira L. Wall are to dismiss generally their case pending in said Court in cause No. 7341 — and are to, and do release all liens and all levies upon any and all property both real and personal, on which said Wall ever have or claim any lien by levy or otherwise, and all question issues or claims made in said case No. 7341 are hereby settled and adjusted so far as said Millers are concerned saving only such question or claim as may be had or claimed to one-half of the wheat on the Wall farm of 382 acres by H. D. Wright.

In the settlement as above of said cause No. 7341, each party to pay his costs made by them separately, no record is desired by either party of the action on the Supplemental petition.

G. W. Miller
Susan A. Miller
J. H. Wall
Almira L. Wall
By Porter & Porter Atty. for
J. H. & Almira L. Wall

March 11, 1898.

Monday April 4th A.D. 1898

The State of Ohio, County of Union, ss.

This separate session of the Court of Common Pleas of the 10th Judicial District and the 3rd 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 Eight, held in the Court House in the City of Marysville, County and State aforesaid, was begun on the first Monday, the 4th day of April in the year aforesaid.

Present,

Hon. Duncan Dow,

Judge of the Court of Common Pleas, of the 3rd Sub-division of Ohio,

J. Ed Robinson
Sheriff, Union County, Ohio.

7531

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

The Venire facia for a Grand Jury heretofore issued and returnable this 4th day of April at 1 O'clock A.M. was duly returned by the Sheriff with his indorsements thereon as follows to-wit:

On the 7th day of March, 1898, I received this Venire and served the same on the several persons therein named, at the time and in the manner placed opposite their names endorsed hereon.

O. E. McAllister	served Mar. 14,		served by Postal Card	14	miles.
Lemuel James	"	" 26	" " " "	14	"
Samuel McAdow	"	" 21	Personally	14	"
David Allen Rea	"	" 9	" Residence	24	"
David Tussing	"	" 12	" " Postal Card	36	"
Granville Bridges	"	" 11	" Residence	4	"
Jerome Richie	"	" 15	" by Postal Card	14	"
David Austin	"	" 9	" " " "	30	"
Asa Smart	"	" 7	Personal	16	"
R. N. Howard	"	" "	"		
Stewart F. Green	"	" 9	Residence	22	"
Albert Dunmer	"	" 11	Personal	10	"
John Estes	"	" 8	Residence	20	"
A. B. Witter	"	" 12	Personal	16	"
Frank Andrews	"	" 16	Postal Card	20	"

J. Ed Robinson Sheriff.

And upon calling the same in open Court, O. E. McAllister, Lemuel James, David Allen Rea, David Tussing, Granville Bridges, Jerome Richie, David Austin, Asa Smart, R. N. Howard Stewart F. Green, John Estes, A. B. Witter, and Frank Andrews, appeared in answer thereto; Samuel McAdow, Albert Dunmer, failed to appear, and the panel being incomplete, the Sheriff summoned Joseph Shipley, Ed Alvin Dunmer from the bystanders as talesman to complete the same, who appeared in answer thereto, and the panel being full the Court appointed R. N. Howard foreman of the Grand Jury, and he

Monday April 4th 1898.

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: R. N. Howard, Foreman; C. C. McAllister; Lemuel James; David Allen Rea; David Imsing; Granville Bridges; Jerome Riddle; David Austin; Asa Smart; Stewart F. Green; Albert Downer; John Epton; A. B. Willis; Frank Andrews and Joseph Shipley.

7531 F. J. Arthur vs Catharine Wood, William Wood Ed, Hylas Wood } Court of Common Pleas, Union County, Ohio.

This day came the plaintiff by his Attorney, and filed his petition against said defendants, and thereupon John M. Bordwick 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 Three Hundred and Eight & 35/100 ($308.35) 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 F. J. Arthur plaintiff do recover of the said Catharine Wood, William Wood and Hylas Wood defendants the sum of Three Hundred and Eight & 35/100 ($308.35) Dollars, so confessed as aforesaid, with interest from April 4th, 1898, 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.

Monday April 4th 1898

7506 John Engle vs Jacob Schurch et al — Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff John Engle by John M. Brodrick his attorney, and thereupon this cause came on to be heard upon the petition, and the said defendant Jacob Schurch, Elizabeth Schurch and Magdalena Words, Insane, still failing to demur or answer to the said petition is taken to be true.

It is therefore considered that the plaintiff ought to recover the amount due him by reason of the premises;

On consideration whereof the Court find that there is due to the plaintiff from the said defendant Jacob Schurch on the notes and mortgage, in the petition mentioned and set forth, the sum of Eight Hundred and Seventeen Dollars and Three cents, and that it is a lien upon said premises; That the deed from said Jacob Schurch and Elizabeth Schurch to Magdalena Words- then Magdalena Engle, is subsequent to and subject to the lien of said mortgage.

It is therefore considered that in case the said defendant Jacob Schurch fail for three days from this date, to pay to the said plaintiff the said sum of Eight Hundred and Seventeen Dollars and three cents or as aforesaid found due; and to the Clerk of this Court the costs herein taxed at $, then that an order issue to the Sheriff of said Union County, Ohio, directing him to cause the lands in the petition described, to be appraised, advertised and sold, according to law, and apply the proceeds of the sale; first in payment of cost; second, in payment of the decree or as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

7491

7515 James M. Lance, Adm. vs William J. Strader et al — Court of Common Pleas, Union County Ohio.

7431

This 4th day of April, 1898, this cause came on to be heard by the Court upon the petition of the plaintiff James M. Lance and the defendants William J. Strader and Orville C. Strader his wife being in default for answer or demurrer to the petition, and the Court being fully advised in the premises doth find;

1st, All and singular the statements in said petition to be true.

2nd, That there is now due from the defendant William J. Strader upon the said promissory notes as set forth in said petition the sum of One thousand Five Hundred and Sixty three and 48/100 Dollars ($1563.48) which is entitled to draw interest from the first day of this term to-wit, April 4th 1898.

7462

Wherefore it is adjudged by the Court that the plaintiff herein recover against the said William J. Strader the sum of One thousand Five Hundred and Sixty Three and 48/100 Dollars, together with the costs in this behalf expended, for which execution is awarded.

Monday April 4th 1898

And it is further ordered by the Court that unless the said Defendant Wm J. Strader pay or cause to be paid said above adjudged sum of money to the plaintiff within five days from the date of the entry hereof, an order of sale issue to the Sheriff of said Union County commanding him as such Sheriff to cause said premises to be 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.

Mathias Lechley
vs
7491 John Rausch et al

Court of Common Pleas
Union County, Ohio.

This day came on this cause to be heard on the motion to confirm the sale and distribute the proceeds; Whereupon the Court being fully advised in the premises do find that the proceedings of the Sheriff have been regular and lawfull, and therefore it is ordered by the Court that said Sheriff execute to said purchaser a good deed for said land clear of all incumbrances, conveying all the interest of all parties in said cause in said land to said purchaser.

The Court further order that out of the proceeds of said sale the Sheriff pay the costs of this proceeding, and the balance to-wit, $3297.28, be paid to the said purchaser in proportion to the amounts found due them in this case by the Court, and said purchasers are to hold said land in the same proportion, and the Court find there is still a balance of Seven Hundred Dollars due said purchasers on the amount found to be their due in this cause for which judgment is awarded to them.

Geo W. Handley
vs
7431 Francis J. Arthur
Admr. &c.

Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff and by leave of Court files his Reply herein and same filed.

Lucinda Winget
vs
7462 Palestine Lodge No. 158
Free and accepted Masons
of Marysville, O.

Court of Common Pleas
Union County, Ohio.

Upon leave of Court, defendant granted 30 days within which to file answer.

Monday April 4th 1898

7499 The Mansfield Buggy Co. vs J. C. Kintner } 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 said defendant to be true; and further finds that the defendant J. C. Kintner is indebted to the plaintiff The Mansfield Buggy Co in the sum of Three Hundred and ~~Thirty four~~ and 31/100 Dollars with six per cent interest from April 4th 1898.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the sum of Three Hundred and ~~thirty four~~ and 31/100 Dollars, with six per cent interest from April 4th 1898, and its costs herein expended, taxed at $

7480 J. W. Tilton vs Joseph Smith 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 orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser J. W. Tilton, by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to Three Hundred and Twelve ($312.00) Dollars; it is ordered that the Sheriff, out of the money in his hands pay:

First: To the treasurer of this County the taxes against said property, to-wit: the sum of $4 55.

Secondly: The costs of this action, taxed at $38 75.

Thirdly: To the defendant L. C. Whalen the amount legally due him upon his tax lien, to-wit, the sum of $34 42

Fourthly: To the plaintiff J. W. Tilton, the balance of the money remaining in his hands, to-wit, the sum of $234 28 to be applied as a credit upon his judgment against the said defendant Joseph Smith.

And there still remaining due to the said J. W. Tilton the sum of $ execution is awarded against the said Joseph Smith therefor.

7161

7520

Monday April 4th 1898

7161 Elizabeth Hupp vs John Parmer et al — Court of Common Pleas, Union County Ohio.

The Sheriff having sold the property described in the petition under the order heretofore issued to him and the Court being satisfied of the legality of such sale approves and confirms the same and directs said Sheriff to execute and deliver to the purchaser of said property a good and sufficient deed thereof free from the dower of said William J. Moore.

Second: And from the proceeds of said sale, the Sheriff pay, First, the taxes and penalties on said premises if any due and payable, and also the costs of this suit including a fee of Seventy Five Dollars for J. L. Jolliff Attorney for the plaintiff.

Third: To William J. Moore, Six Hundred Dollars as and for his full dower and other interests in said estate which the Court finds to be the just and reasonable value thereof, he having elected to take in lieu of his dower its value in money and some of the parties having agreed upon the same as per writing herewith filed and which the Court find to be reasonable and just.

Fourth: The balance the Court orders to be paid to the plaintiff and to the several defendants in the same proportion that partition was ordered to-wit;

To plaintiff One fourteenth part thereof; to each of the defendants John Parmer, Edmond Parmer, Sarah Smith, Emily Webb and Chalan Wright One fourteenth part thereof; to each of the defendants Squire Montgomery, Rolin Montgomery, Henry Montgomery, Frank Montgomery, John Montgomery, Edward Montgomery, Amos Montgomery and Forest Dunbin One Eighteenth (1/18) part thereof; to each of the defendants Sarah Montgomery, Cora Sight and Sarah C. Troop One fifty fourth (1/54) part thereof; to each of the defendants Lewis Webb, James Webb, Dennis Webb, Columbia Webb, Carrie Higins, Turner Webb and Washtella Higins One Ninety Eighth (1/98) part thereof.

7520 Maggie V. Kendall vs John R. Ousler — Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing and a jury being waived was submitted to the Court upon the pleadings and evidence, on consideration whereof the Court find that there is due to the plaintiff from the defendants John R. Ousler and Anna L. Ousler on their promissory note set forth in the petition with 6% interest to the first day of this term, April 4, 1898, the sum of Five Hundred and Sixty 35/100 Dollars ($560.35), The Court further find that in order to secure the payment of said note the defendants John R. Ousler and Anna L. Ousler his wife executed and delivered to said Maggie V. Kendall the plaintiff their certain Mortgage deed as in the petition described, and on the premises therein described, that said mortgage was duly recorded in Book 26, page 92 of the record of Mortgages of Union County, Ohio, and is a lien on the premises described in the petition. It is therefore considered and adjudged that unless the defendants John R. Ousler and Anna L. Ousler 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 six per cent interest from April 4, 1898, the defendants equity of redemption be foreclosed, and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County, directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Monday April 4, 1898

Report of Grand Jury.

To the Honorable Duncan Dow,

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, 1898, beg leave to report that they have been in session two days, and herewith return to the Court the Indictments presented by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over Twenty Three witnesses, covering Five cases, and presented no 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 recommend that the Commissioners take such steps as are necessary to furnish proper barn for the Sheriff.

Respectfully Submitted,
R. N. Howard, Foreman.

April 5, 1898.

7302 John Robinson
to
John T. McCullough et al
Phebe McCullough

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 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 (the plaintiff above named), by deed according to law the property so sold.

And the Court coming now to distribute the proceeds of said sale amounting to Forty five Hundred and Sixty 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, penalty and interest due on said land to-wit; the sum of $54.01

Second- The costs of this action, taxed at $49.83.

Thirdly- To the said John Robinson the plaintiff the balance of the said proceeds to-wit, the sum of $4462.16 to apply on his judgment herein.

Monday April 4, 1898

Catherine E. Stewart,
vs
Johnson Morney et al

7362

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, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed.

And the Sheriff is ordered by deed duly executed to convey said premises, situate in Plain City, Ohio, as described in the petition to the purchaser Rosanna Morney, free of the dower estate of the said Rosanna Morney.

And the said Sheriff is ordered by deed duly executed to convey said Farm premises of 78 and 1/2 acres, described in the petition to the purchaser, Johnson Morney, free of the dower estate of the said Rosanna Morney.

And the said Rosanna Morney, having by her answer elected to receive in lieu of her dower its value in money, the Court find the just and reasonable value thereof to be $496.55.

It is further ordered that out of the proceeds of said sales the Sheriff pay:

First- To the Treasurer of Union County, $34.55 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 $134.72, to R. McCleery and Cameron & Cameron, a counsel fee of $90.28 to J.W. Robinson C.C. Fisher and Howard C. Black for their services herein, taxed at $338.75.

Thirdly- To Rosanna Morney, the said sum of $496.55 as and for her full dower interest in the said premises.

Fourthly- And of the residue of the proceeds of said sale, to the plaintiff Catherine E. Stewart, the One-fifth of the cash proceeds, to-wit; the sum of $ and that the said Sheriff take two promissory notes from the said purchaser Johnson Morney, for said deferred payments, in the amount of $293.07 each, with interest at the rate of 6 per cent per annum from the date of confirmation to the date of the maturity thereof respectively.

To the said defendant Johnson Morney, the one-fifth of the cash of the Plain City property proceeds, to-wit; the sum of $, and that he receipt to the Sheriff for his one-fifth distributive share in said farm property, he being the purchaser thereof.

To Rose W. Morney, one of the defendants herein, the one-fifth of the cash proceeds to-wit, the sum of $, and that the Sheriff take two promissory notes from the said purchaser Johnson Morney, for said deferred payments, in the amount of $297.07 each, with interest at the rate of 6 per cent per annum from the date of confirmation of sale to the date of maturity thereof respectively.

To Rhoda W. Wolpert the one-fifth of the cash proceeds to-wit; the sum of $, and that the Sheriff take two promissory notes from the said purchaser, Johnson Morney, for said deferred payments, in

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the sum of $293.07 each, with inter at the rate of 6 per cent per annum from the date of confirmation of sale to the date of maturity thereof respectively.

To Mary Jane Lane, the one-fifth of the cash proceeds to-wit; the sum of $ and that the said Sheriff take two promissory notes from said purchaser, Johnson Morrow for said deferred payments, in the sum of $293.07 each, with interest at the rate of 6 per cent per annum from the date of confirmation of said sale to the date of maturity thereof respectively.

And that the Sheriff distribute said promissory notes between said parties in the same above mentioned proportions.

The said deferred payments or to be secured by mortgage on the premises, taken in the name of said Sheriff for the use and benefit of said parties respectively.

7520 Maggie V. Kendall vs J.R. Ousler et als } Court of Common Pleas Union County, Ohio.

This day came on this cause to be heard by the Court, whereupon the Court find that is due J.W. Robinson on his cross petition of J.W. Robinson from J.R. Ousler secured by the mortgage by him and his wife set up in his cross-petition the sum of One Hundred and Fifty four & 75/100 ($154.75) Dollars which mortgage is the first and best lien on the premises in said petition described. It is therefore considered, ordered and adjudged by the Court that said J.W. Robinson recover of said J.R. Ousler the said sum of One Hundred and Fifty four & 75/100 Dollars and if he fail for ten days to pay the same that an order of sale issue for the sale of said premises according to law to satisfy said sum due as aforesaid to said J.W. Robinson, and this cause is continued for report of the sale.

7461

7482 Oscar N. Bell vs Arthur E. Bell et al } Court of Common Pleas Union County, Ohio.

7434

This day this cause came on to be heard upon the motion of the Counsel to confirm the sale made in this case, and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of the Court, and the same being examined and found by the Court in all respects in due form of law- It is ordered that said proceedings and sale be, and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to the purchaser Naomi Bell, a deed for the lands and tenements by him sold as aforesaid=

It is further ordered that satisfaction of the mortgage herein set forth, in the Cross-petition of George W. Mackling be entered on the record thereof in the office of the Recorder of Union County, Ohio, where is is recorded- and thereupon this cause came on to be further heard upon the answer and Cross-petition of Naomi Bell, the Court find that she is the owner of the 40 50/100 acres undivided, of the lands in the petition described as 113 97/100 acres, as she has in her Cross-petition alleged- and the said Naomi Bell having by her answer elected to receive in lieu of her dower its value in money, out of the proceeds of the sale of the estate of said Enos A. Bell her deceased husband, the Court find the fair and reasonable value thereof to be $234 75/100.

It appearing to the Court that the purchaser of said lands in said partition sale desires to pay cash for the land sold, and the Court further finding it to the interest of said estate and the parties in interest consenting thereto, it is ordered that the Sheriff receive cash from said purchaser, and distribute the same in lieu of notes for deferred payments; and the Court coming now to distribute the proceeds of said sale amounting to $2736.00, on consideration whereof finds and order

Monday April 4, 1898

as follows;

First= The Taxes, penalty, and interest against paid property to wit; the sum of $15.20.

Second= The costs and all expenses incurred in the partition and sale of paid property amounting to the sum of $187.79 including Attorney fee to F.J. Arthur.

Third= The sum of $101.65 balance found due George W. Mackling on his mortgage set up in his Answer and Cross petition.

Fourth= The sum of $563.46 to Naomi Bell for the value of her 40ac acres as set up in her Answer and Cross-petition.

Fifth= The sum of $234.95 to Naomi Bell, widow, for her dower interest in the estate of paid Chas A. Bell decd. and that he distribute the balance of paid estate by paying to Wm Burgner and Son on their answer and Cross-petition filed in this case against Arthur C. Bell, out of the distributive share of paid Arthur C. Bell, if there be found so much of his share, the sum of $115.14 as follows to wit:

To Oscar N. Bell one equal sixth part $222.00;
To Arthur C. Bell one equal sixth part $222.01;
To Mary Cantrell wife of C.D. Cantrell, one equal sixth part $222.01;
To Joseph S. Bell one equal sixth part $222.01;
To Edwin B. Bell one equal sixth part $222.01;
To Nora Gabriel wife of Herbert Gabriel, one equal sixth part $222.01.

7461 Howard C. Black, Assignee, et al vs C. C. McClure et al — Court of Common Pleas Union County, Ohio.

This day this cause is dismissed by order of the Court, at plaintiffs costs.

7434 T.J. Kilbury, Executor et al vs Howard C. Black, et al — Court of Common Pleas Union County, Ohio

This day this cause is dismissed by order of the Court, at plaintiffs costs.

Court adjourned until 8.30 O'clock tomorrow morning.

Tuesday April 5th 1898

Court convened at 8 30 O'clock A.M. pursuant to adjournment,
Present Hon. Duncan Dow,
Judge.

7455

Carrie McMillen
vs
Obediah Holmes et al

7481

Court of Common Pleas
Union County, Ohio.

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 orders of this Court, it is ordered that said proceedings and sale be, and they hereby are approved and confirmed.

7455

And it is further ordered that the said Sheriff convey to the purchaser, Perry G. Baker, 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 or for so 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 and 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 One Thousand and Fifteen Dollars, it is ordered that the Sheriff out of the money in his hands, pay=

First= To the treasurer of Union County the taxes and assessments upon said premises, amounting to $5,28.

Secondly= The costs of this action taxed at $53.16.

Thirdly= To the defendant L. E. Wharton the sum of $56,96.

Fourthly= To the plaintiff the amount heretofore found due her with interest, to-wit, the sum of Five Hundred and Fifty-Four Dollars and Ten cents ($554,10).

Fifthly. To the defendant George Davis the amount by the Court considered to be due and so found upon his cross-petition herein, to-wit, the sum of One Hundred and Sixty-One Dollars and Sixty-five cents ($161,65).

Sixthly= To the defendant George B. Hamilton the amount by the Court considered due and so found upon his cross-petition herein, to-wit, the sum of Seventy-One Dollars and five cents ($71,05).

Seventhly= To the defendant Obediah Holmes the remainder of the proceeds of said sale to-wit; the sum of One Hundred and Twelve Dollars and Eighty cents, ($112,80).

Tuesday April 5, 1898.

Harden R. Pickett } Court of Common Pleas,
7455 vs } Union County, Ohio.
George F. Bell et al }

It is ordered by the Court that R. L. Cameron be and he is hereby appointed by the Court, Guardian for the suit, for Delmore Bell and Cleland Bell, infant defendants named in the petition herein, and the said R. L. Cameron appeared in open Court and accepted said appointment.

Hardin R. Pickett } Court of Common Pleas
7455 vs } Union County, Ohio.
George F. Bell et al }

This cause coming on for hearing on the petition of the plaintiff, the answer of Delmore Bell, a minor under 14 years old, and Cleland Bell, a minor under 14 years old, by their guardian ad-litem, R. L. Cameron; and the defendant George F. Bell being in default for answer and demurrer, although duly served with process.

The Court finds that said defendant George F. Bell, is indebted to the plaintiff Harden R. Pickett in the sum of $58.60, and his costs herein expended, taxed at $

It is therefore considered by the Court, that the said plaintiff recover from the defendant George F. Bell, out of the property attached herein the said sum of $58.60, with interest from the 4th day of April, 1898, and his costs herein expended, taxed at $

And it further appearing to the Court, that the said George F. Bell as the widower of Ida V. Bell deceased, is entitled to dower in the premises described in the petition, and of which premises, she died seized in fee-simple; and that the said plaintiff is entitled to have said dower interest subjected to the payment of the judgment aforesaid.

It is ordered that J. Charles Kennedy, Thomas M. Braman and Dyer Reed, upon their oaths set off and assign one equal one third part of the said premises described in the petition as and for the dower estate of the said George F. Bell, and also appraise said real estate subject to said dower so assigned, and return their proceedings to this Court without delay.

Tuesday April 5th 1898

F. J. Wall
vs
A. D. Wright et al
Hiram Wright

7532

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by his attorneys; also appeared in open court, for and on behalf of said defendant, Robert McLeary an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One hundred and 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 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 Eighty Dollars, being the amount of said note with interest computed at 8 percent per annum from the 1st day of March A.D. 1898; and also costs herein taxed at $

Levi Low
vs
John Low et al

7488

Court of Common Pleas
Union County Ohio.

This day this cause came on to be heard upon the motion of the court for the plaintiff to confirm the sale made in this case, and upon producing the proceedings of the Sheriff, and the sale of the premises by him made in pursuance of a former order of the Court, and the same being examined and found by the Court in all respects in due form of law;

It is ordered that said proceedings and sale be, and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to the purchaser deeds in fee simple for the lands and tenements by him sold as aforesaid.

It appearing to the Court that some of the purchasers of said estate in partition sale desire to pay down more than one third cash for the land by them bought, and the Court finding it to the interest of said estate that they be permitted to so pay, and the parties in interest consenting thereto, it is further ordered that the Sheriff receive each payment from said purchasers as desire to pay the same, and distribute the same in lieu of costs for deferred payments.

Thereupon the Court now on the distribution of the proceeds of said sales, on consideration whereof find and order as follows;

No 7508

Tuesday April 5th 1898

First = That the sum of $36/26 be paid to the Administrator of the said Chark Low deceased to pay the debts of said deceased.

Second = The taxes, interest and penalty now due on said lands amounting to the sum of $41.56.

Third = The costs and expenses of this suit amounting to $275.11. including Attorneys fees of $142.00 to F. T. Arthur - and that the Sheriff distribute the residue of the first payment so received by him as above amounting to the sum of $1694.73;

1st =	To Levi Low	$ 211.84
2nd =	To John Low	" 211.84
3rd =	To Elmer Lowe	" 211.84
4th =	To Flora Low	" 211.84
5th =	To Martha Low (now Hird)	" 211.84
6th =	To Eliza Tossey	" 211.84
	To Ora Low	" 105.92
7"	To Bertha Low	" 105.92
	To Mattie Conklin	" 105.92
8"	To Walter Conklin (minor)	" 105.92
		1694.73

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 Levi Low $203.89 in one year and the same amount in two years.
2nd = To John Low $203.90 in one year and the same amount in two years.
3rd = To Elmer Low $203.90 in one year and the same amount in two years.
4th = To Flora Low $203.90 in one year and the same amount in two years.
5th = To Martha Low (now Hird) $203.89 in one year and the same amount in two years.
6th = To Eliza Tossey $203.89 in one year and the same amount in two years.
7th = To Ora Low $101.95 in one year and the same amount in two years.
To Bertha Low $101.95 in one year and the same amount in two years.
8th To Mattie Conklin $101.95 in one year and the same amount in two years.
To Walter Conklin $101.95 in one year and the same amount in two years.

April 4th 1898.

No 7508 — Ida May Fisher vs John Fisher — Court of Common Pleas Union County Ohio

Entry

Now comes the Plaintiff and dismisses this action, at her own costs, without prejudice to a future action

Tuesday April 5th 1898

Walter C. Fullington
Survivor &c.
vs
6389 Charles Phillis et als

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard by the Court on the motion of defendants to require plaintiff to file a more specific account stating the items of services &c. and of expenses by plaintiff referred to in his report separately.

Thereupon the Court being fully advised in the premises does sustain said motion so far as to state by supplemental report his expenses referred to in his original report in connection with his charges for his services, but as to all other parts of said motion the same is overruled= Said report to be filed in fifteen days, to all of which defendants then excepted.

Clara Scharf
vs
7471 Michael Pfiffer et al

Court of Common Pleas
Union County, Ohio.

On motion of the plaintiff, and upon her producing the return of the Sheriff of his proceedings and sale, under the former order of this Court being satisfied on examination that the same have been had in all respects according to law and the orders of Court, 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 said purchaser, Magdalena Scharf, in fee simple, upon her paying to him the full amount of her bid therefor.

And the said Anna Rubrek Scharf having asked in lieu of her dower its value be paid to her in money, the Court find the just and reasonable value of her dower interest to be Fifty Seven Dollars and Eleven Cents ($57.11).

It is further ordered that out of the proceeds of said sale the sheriff pay=

First= To the Treasurer of Union County, the taxes that are now a lien upon said premises, to-wit, the sum of $9.85;

Secondly= To the Clerk of this Court the costs of this action, including a counsel fee of $70.00 to J. F. Millar for his services herein, amounting to the sum of $144.32.

Thirdly= And of the residue of the proceeds of said sale, to the plaintiff, Clara Scharf, and to the defendants Michael Pfiffer, Anna Pfiffer, John Scharf, Louisa Scharf Bingham, Catharine Scharf Huffman, Margaret Scharf Buff, and Mary Scharf Gilmore, each the one-ninth part thereof, to-wit, to each of said parties the sum of $204.92.

Fourthly= To the defendant Anna Rubrek Scharf the amount of her dower valuation as herein before found, to-wit, the sum of $57.12.

Fifthly= To the defendants Frances Scharf, Stella Scharf, Syl-

Tuesday April 5th 1898

vester Scharf, Earl Scharf and Leo Scharf, each one-fifth of the remaining $147.85, to-wit, to each of them the sum of $29.57.

7489	Arlo W. Firestone vs The Champion Novelty Company et al.	Court of Common Pleas Union County, Ohio.

This day came the parties by their attorneys, and this cause was submitted to the Court upon the motion to dissolve the injunction heretofore granted herein, and upon the motion to increase the injunction bond, and the Court being fully advised in the premises overrules both said motions; the defendants L.R. Jones and Frank R. Craig asked and had leave of the Court to withdraw from the files the demur filed by them.

And the defendants not desiring to plead to the petition this cause was by consent of all the parties submitted 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 that the defendants The Champion Novelty Company of Dayton Ohio, did obtain from the plaintiff the deed of conveyance in the petition described, by fraud and misrepresentation, as the plaintiff has in his petition alleged, and that the plaintiff was induced to enter into the contract set forth in the petition by fraud and misrepresentation as in the said petition set forth.

The Court further find that the plaintiff is still in the possession of the premises in the petition described, and that since this action was brought the defendants have received back and accepted the $2000.00 notes and the $10,000.00 stock set forth in the petition and said defendants have been in all things fully restored.

It is therefore considered and decreed by the Court that the said deed of conveyance in the petition described, from the said Arlo W. Firestone to the said The Champion Novelty Company, of Dayton Ohio, be, and the same is hereby set aside, vacated and declared to be of no force and effect in law to affect or convey the title of the said described premises to the said The Champion Novelty Company of Dayton, Ohio.

It is further considered and decreed by the Court that the injunction heretofore granted be, and the same is hereby made perpetual.

And it is further ordered that the plaintiff pay the costs hereof taxed to $.

Court adjourned until Monday at One O'clock P.M. May 2nd, 1898.

Monday May 2nd A.D. 1898.

Court convened at 1 O'clock P.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7546

The State of Ohio, on Relation of The Ohio Pipe Company, vs The Village of Milford Center, The Council of the Village of Milford Center, The Mayor of the Village of Milford Center and the Clerk of the Village of Milford Center.	Court of Common Pleas Union County, Ohio. Entry.

This day this cause coming on for hearing upon the petition duly verified by affidavit, and on the motion filed by the Relator herein for an allowance of a writ of Mandamus; on consideration whereof the Court do allow an alternative writ of Mandamus to issue against the Village of Milford Center; the Council of the Village of Milford Center; the Mayor of the Village of Milford Center and the Clerk of the Village of Milford Center, returnable to this Court on or before the 13th day of May, 1898, commanding them that immediately upon the receipt of this writ they levy a tax on each dollar of valuation of the real and personal property in the said Village of Milford Center on the grand levy and tax duplicate, for the purpose of satisfying, and sufficient to satisfy the judgment of the Ohio Pipe Company in the petition mentioned, rendered in favor of said Company on October 6th, 1896, against the said Village of Milford Center by said Court of Common Pleas in case #7174 on the dockets of said Court, wherein the said The Ohio Pipe Company was plaintiff and the Village of Milford Center was defendant, and to certify the same in accordance with law to the Auditor of Union County, Ohio, to be by him placed on the duplicate of said County, and to be collected in accordance with the statutes in such cases made and provided, and that they and each of them do and perform all and singular the things to be done and performed by them in accordance with law relating to the levy and certification of said tax, or that they show cause before this Court at the Court House at Marysville in said County, on the 13th day of May, 1898, at 9 O'clock A.M. of same day, why they have not so done.

7545

Monday May 2nd A.D. 1898

7545	The State of Ohio on Relation of The General Electric Company. vs The Village of Milford Center, The Council of the Village of Milford Center, the Mayor of the Village of Milford Center, and the Clerk of the Village of Milford Center.	Court of Common Pleas Union County, Ohio. Entry.

This day this cause coming on for hearing upon the petition duly verified by affidavit, and on the Motion filed by the Relator herein for an allowance of a writ of mandamus; On consideration whereof the Court do allow an alternative writ of mandamus to issue against the Village of Milford Center; the Council of the Village of Milford Center; the Mayor of the Village of Milford Center and the Clerk of the Village of Milford Center, returnable to this Court on or before the 13th day of May, 1898, Commanding them that immediately upon the receipt of this writ they levy a tax on each dollar of valuation of the real and personal property in the said Village of Milford Center on the grand levy and tax duplicate, for the purpose of satisfying, and sufficient to satisfy the judgment of The General Electric Company rendered in favor of said Company on October 6th, 1896, against the said Village of Milford Center by said Court of Common Pleas in case No. 7178 on the docket of said Court, wherein the said The General Electric Company was plaintiff, and the Village of Milford Center was defendant, and to certify the same in accordance with law to the Auditor of Union County, Ohio, to be by him placed on the duplicate of said County, and to be collected in accordance with the statutes in such cases made and provided, and that they and each of them do and perform all and singular the things to be done and performed by them in accordance with law relating to the levy and certification of said tax, or that they shall show cause before this Court on the 13th day of May, 1898, at 9 O'clock A.M. of said day, at the Court House in the City of Marysville, Union County, Ohio, why they have not so done.

Monday May 2nd A. D. 1898.

7547 B. F. Carmean vs W. C. Bovey } 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 C. 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 Two Hundred and Fourteen and 54/100 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 Fourteen & 54/100 ($214 54) Dollars, and that said judgment bear interest at 8 per cent. from the 30th day of April, A. D. 1898, and also costs herein expended, taxed at $

7528 N. L. Mann vs The School District of Washington T.p. et al } The Court of Common Pleas Union County, Ohio.

This case was this day called up on defendants Motion for leave to file Answer.

Leave granted to file answer by Saturday of this week, 7th day of May, 1898.

7524 J. W. Robinson vs J. H. Ward et al } Court of Common Pleas Union County, Ohio

Now comes the defendants S. N. McCloud and Norah E. McCloud and by leave of Court file their Answer and Cross-petition herein, and same filed.

7526 Amina Blue vs John E. Ross } Court of Common Pleas, Union County, Ohio

This cause came on for hearing this 2nd day of May, 1898, upon the application of George R. Hamilton for an order making him a party thereto, and for leave to plead instanter therein; and upon due cause being shown to the Court therefor, it is so ordered, and such leave is granted; and his said pleadings is accordingly herewith filed.

Monday May 2nd A.D. 1898.

7544 The Farmers Bank vs Alvin Thompson et al Ellen P. Thompson — In the Court of Common Pleas Union County, Ohio.

This day came the plaintiff by John M. Brodrick, its Attorney, and thereupon came Robert McElroy, one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said plaintiff as alleged in said Plaintiff's petition, the sum of $4010.67.

It is therefore considered that said plaintiff do recover from said defendants the said sum of $4010.67, 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.

7528 Mertie Gordon vs May Morse et al — Court of Common Pleas Union County, Ohio.

It is ordered by the Court that R. L. Wordburn be, and he is hereby appointed by the Court Guardian for the suit for Opal Gamble, a minor over 14 years old, and Alta Gamble, a minor under 14 years old, the infants defendants named in the petition herein; and the said R. L. Wordburn appeared in open Court and accepted said appointment.

7524 Emma Blue vs John E. Ross — Court of Common Pleas Union County Ohio.

This cause coming on to be heard this 2nd day of May, 1898, upon the petition and the Cross-petition of the defendant, George B. Hamilton, and the evidence, the Court find that the defendant John E. Ross has had due legal notice of the pendency and demand of the said petition, and that he is in default for answer thereto.

Thereupon the Court find that the plaintiff and the said defendant John E. Ross are tenants in Common in the estate described in the petition, that the plaintiff has a legal right to the undivided one-twelfth part thereof, and that the defendant John E. Ross has a legal title to the remaining undivided eleven-twelfths thereof, and that the plaintiff is entitled to have partition of said estate made, as prayed for in her petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of the plaintiff; and George Smith, Henry Spicer and J. F. Words, 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 the plaintiff the part and portion of said estate to which she is above found entitled; and of his proceedings herein, said Sheriff is ordered to make due return forthwith.

Monday May 2nd A D 1898.

7536 J. H. Robinson vs John H. Word et ux

Court of Common Pleas
Union County, Ohio.

This day came the parties to this action and submitted this cause to the court; whereupon the Court being fully advised in the premises find there is due plaintiff from John H. Word and Hylas Word on the notes and mortgage set up in his petition the sum of Five Hundred and Forty Seven Dollars on Seven per cent interest which sum is the first and best lien on the part of said In Lot No. 70 in the Village of Marysville, discribed in said petition and that said Abbie R. Word and Catherine Words signed said Mortgage. Therefore it is considered and adjudged by the Court if said John H. Word and Hylas Word fail for two days to pay said sum and the costs herein that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell according to law said part of said lot No. 70 to satisfy said sum and costs and increase costs.

And this cause coming on to be heard on the Cross-petition of A.B. Robinson, the Court find the allegations thereof to be true and that there is due him as alleged on said Farmers Bank judgment from said Alf Scott and Lydia E. Scott as principal debtors and J.H. Robinson, S. N. McCloud and John H. Word as their sureties the sum of Nine Hundred and Seventy nine Dollars and Sixty five cents, on 8 per cent interest, which is the first lien on the undivided one-third of said lots No. 6-7-8-9-10 and 11 described in said petition and is also a lien on the undivided One-half of the Tobias Beightler farm in said petition described, subject to a mortgage thereon to the Michigan Mutual Life Insurance Co. amounting to $, with interest from the day of 1898, given by J.H. Romy and Alf Scott, and is a lien on the one undivided half of said Newlove and Amine farm described in said petition, subject to a prior mortgage to the Union Central Life Insurance Co. for the sum of $, with interest from 189 given by J.H. Romy and Alf Scott.

The Court also find there is due to the Bank of Marysville on its cross-petition filed in this case from John H. Word the sum of Three Hundred and Eighty Four Dollars as therein alleged, which is a lien on the said property of John H. Word & on the said property of Alf Scott by reason of the mortgage mentioned in plaintiffs petition as indemnity.

And the Court further find there is due the First National Bank of Delaware as alleged in its cross-petition the sum of Six Hundred and Seventy Six Dollars from John H. Word and Alf Scott and which is a lien as alleged in its cross-petition.

It is therefore considered and ordered that out of the proceeds of the sale of said lots 6, 7, 8, 9, 10 & 11, said Beightler farm and said Newlove and Amine farm said Bank of Marysville

7539

Monday May 2nd A. D. 1898.

receive their pro rate share being the same per cent with said A.B. Robinson judgment all being liens of the same date and as to all other matters in said cause, the same is passed for further orders.

Appointment of Jury Commissioners.

The State of Ohio, } Court of Common Pleas
Union County, ss } 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 freeholders as Jury Commissioners for the County of Union, State of Ohio, as follows, to-wit:

Wm. G. Snodgrass, Robert Smith, William Cody and Lester Clark, who shall be commissioners of Jurors in said Union County, for One year, to begin on the 4th Monday of May A.D. 1898, and serve until their successors are duly appointed and qualified.

Done at the Court House in the Village of Marysville, this 2nd day of May A.D. 1898.

Duncan Dow
Judge of the Court of
Common Pleas of the Third Subdivision
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 4th Monday of May A.D. 1898, 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 discrete 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 2nd day of May A.D. 1898.
Duncan Dow
Judge of Court of Common Pleas.

Daniel Perry et al } Court of Common Pleas
7530 vs } Union County, Ohio
O.C. McClure et al }

On motion, time for answering herein is extended to Saturday May 7th 1898.

Monday May 2nd A. D. 1898

Ira Cadwallader, John Perlz & Fredric Maneck, partners doing business in this State, under the name of Eureka Planing Mill and Lumber Co.	Common Pleas Court, Union County, Ohio.
7507 vs. Gertrude Kryes, Fred Tongue, Lullin C. Tracy, Martha Tongue, W. C. Hill & Eliza Mongold.	J. Entry.

This day this cause came on for hearing on the petition of said plaintiffs and the evidence, for an order to sell the real estate therein described, and was submitted to the Court.

On consideration whereof, and the court being fully advised in the premises do find that the said defendants, Gertrude Kryes, Lullin C. Tracy, W. C. Hill and Martha Tongue have been duly and legally served with summons, that the defendant Fred Tongue has been legally served by publication, and that the defendant Eliza Mongold entered her appearance herein and waived the issuing and service of summons, and that all of said defendants are before the Court, and that all of said defendants are in default for answer and demurrer to the petition of said plaintiff, and the Court find that the allegations of the petition are confessed by said defendants and each of them to be true, and that there is due to said plaintiff from said Larkin Tongue on the promissory note as in the petition set forth, with interest to the first day of this term, the sum of Four Hundred fifty five & 72/100 Dollars, ($455.72). — The Court further find that in order to secure the payment of said debt, and the interest accruing thereon, the said Larkin Tongue, then in full life, together with the defendant Martha Tongue his wife, executed and delivered to said defendant Eliza Mongold their certain mortgage deed as in the petition described, and on the premises therein described, to-wit:

Situated in the Village of Richwood, in the County of Union, and State of Ohio, and bounded and described as follows; being Lot Number One hundred and Seventy Three (173), to have and to hold the same to the said Eliza Mongold her heirs and assigns forever; that said mortgage deed was duly recorded in Vol. 32, page 65, of the records of Mortgages of Union County Ohio, and is the first and best lien on the premises in the petition and in said Mortgage described. 7102

The Court further find that said defendant Eliza Mongold, for value received, duly sold, assigned and transferred to plaintiff the said debt, evidenced by said promissory notes set forth and described in the petition herein, together with said mortgage deed, in so far as it secures the payment of said promissory notes, and that plaintiffs are now the owners and holders thereof. 7102

The Court further find that the condition of defeasance in said Mortgage deed has been broken, and that the said plaintiffs are thereby entitled to have the defendants' Equity of redemption foreclosed.

It is therefore considered, adjudged and decreed that unless the

Monday May 2nd A.D. 1898

said defendants, shall, within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs in this case, and to said plaintiff herein the sum so found due as aforesaid, with interest from the fourth day of April A.D. 1898, according to the terms of said Mortgage deed, the defendants equity of redemption be foreclosed, and said premises shall be sold according to law, and an Order of sale shall issue therefor to the Sheriff of Huron County, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

On Motion, and for good cause shown, the advertisement of sale herein in a German newspaper is hereby dispensed with.

M. M. Shipley
to
Alex Cameron, et al } 7102

Court of Common Pleas
Huron County, Ohio.

This cause came on for hearing this 2nd day of May, 1898, upon the application of the receiver herein duly appointed, for an order to sell the entire property, both real and personal, of the said The Richmond Co-operative Dairy Association Company, at private sale. Said receiver, by his attorney, represented to the Court that the said property was of such a nature that but few would want it at a reasonable value, and that he had found it quite difficult to find a prospective purchaser therefor; but that he had done so during vacation of this Court, and that with the advice and consent of the former directors of said dissolved corporation he had entered into a contract with the said prospective purchaser, conditioned upon the approval of this Court, to sell to him the entire property, both real and personal, of said dissolved corporation for the sum of One Thousand Dollars.

He further represented that said bid was the best that he could get for said property after having made diligent effort to secure bids therefor, and that he believed it was the best opportunity that he would have for disposing of the same; for which reason he asked the Court to approve said contract and to order him to make a private sale of said property in accordance with the terms thereof.

And the Court being duly advised in the matter, and considering it to be for the best interest of all parties herein concerned, do approve said contract, and do order that said receiver proceed to sell said entire property of said dissolved corporation in accordance with his said contract at not less than One Thousand Dollars, cash in hand, and that he report his proceedings to this court for further orders.

M. M. Shipley
to
Alex Cameron et al } 7102

Court of Common Pleas
Huron County Ohio.

This cause coming on for hearing a second time this 2nd day of May, 1898, upon the report of the receiver of the private sale made by him in accordance with the order issued to him herein, and upon his motion to confirm the same, was submitted to the Court, and upon due consideration, the Court after having carefully examined said return and the affidavit in connection therewith, being satisfied that such sale has been in all respects legally made, do hereby approve and confirm the same, and order that said receiver make to the purchaser, Andrew M. Baird, a proper deed for the premises so sold, and that out of the proceeds of said sale he pay the taxes upon said premises, the costs of this action, and the remainder thereof to the parties thereto entitled as creditors of said corporation, and report his proceedings to this Court for confirmation and further order.

Court adjourned until 9 O'clock tomorrow morning.

Tuesday May 3rd 1898

Court convened at 9 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7494 Burton Harris
vs
Lenna Harris } In the Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff, by James E. Robinson Attorney, and the defendant having been duly served with summons and a copy of the petition herein.

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

The Court further find upon the evidence adduced, that the plaintiff was under 18 years of age at the time of said marriage and that he has never ratified said marriage since he was 18 years of age and that said marriage is absolutely void, 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 Burton Harris and Lenna Harris 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 plaintiff pay to R. L. Wordsman as trustee of the defendant herein the sum of $10.00 compensation for his services, and it is ordered that the said plaintiff pay the costs of this prosecution.

7350 First National Bank of Sparta Tenn.
vs
Mollie C. Miller et al } Court of Common Pleas Union County, Ohio,

May 2nd, 1898

This cause came on for hearing this 2nd day of May, 1898, upon the application of the defendant William Cooper for leave to plead instanter therein, and upon good cause being shown therefor, such leave was duly granted by Court, and the pleading of said defendant is accordingly herewith filed.

7350 First National Bank of Sparta Tenn.
vs
Mollie C. Miller et al } Court of Common Pleas Union County, Ohio

May 2nd 1898.

This cause came on for hearing this 2nd day of May, 1898, upon motion of plaintiff by its attorney J. F. Miller, who also represents the defendant William Cooper in the premises; who represented to the Court that the claims of plaintiff and of said defendant herein sued on, have been in full paid by the defendants Mollie C. Miller and Jacob B. Miller, and that the costs of this action have been paid by said last named defendants, and the Court do so find. It is therefore considered by the Court that this action is thereby fully settled and that the mortgages set forth in the pleadings herein of the plaintiff and of said defendant William Cooper have been fully satisfied, and the Court do so adjudge; and the Clerk is ordered to cause satisfaction of said mortgages to be duly entered upon the margins of the records thereof. No Record.

Tuesday May 3rd 1898

Maggie M. Bell
vs
7290 Patrick Smith et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on defendant asking leave to refile amended answer out of rule, leave granted by the Court to file amended answer and cause continued.

The incorporated Village of Marysville
vs
7483 The C.C.C & St Louis Railway Co

Court of Common Pleas
Union County, Ohio.

Leave is granted plaintiff to Reply 10-day, and Reply filed.

Della Montgomery
vs
7523 Noel B. Montgomery

Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff herein, and the defendant being in default for answer and demurrer, the Court find that the plaintiff at the time of 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 from the evidence that the defendant has been guilty of gross neglect of duty as charged in plaintiff's petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

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

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

David Bowers
vs
7503 E.N. Porter, Admr.

Court of Common Pleas
Union County, Ohio.

This 5th day of May 1898, this case is dismissed by plaintiffs Attorney.

Tuesday May 3rd 1898

Mertie Gordon
vs
Mary Rose et al

Court of Common Pleas
Union County, Ohio.

7467

This cause came on to be heard on the petition, the answer of the Guardian for the suit for said Minor defendants, and the pleadings and record in the cause, and was argued by counsel, on consideration whereof, and it appearing to the satisfaction of the Court that all and every of said defendants have been duly notified of the bringing, pendancy and demand of said action against them as required by law, and that said plaintiff hath a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in said petition.

It is ordered by the Court, that by the oaths of 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 Mertie Gordon plaintiff one equal fourth part thereof, and to Mary Rose, Opal Gamble and Alta Gamble each the one fourth part thereof; if the same can be divided without 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 issue to the Sheriff of Union County Commanding him to cause said partition to be made accordingly.

7509

7389

Catherine Jane Bickenridge,
vs
Mary Smart et als

Court of Common Pleas
Union County, Ohio.

On motion the order of confirmation of report of receiver in this case is notified so as to allow the payment of the claim Moses Hraillkill and C. C. Cole Attys, for professional services and expenses in the procurement & settlement of said receivership in the sum of $15. and said receiver is directed to pay the same out of the funds found in his hands

May 2, 1898.

D. Dew, Judge

Tuesday May 3rd 1898

7467 Jeremiah Miller
vs
Isaac Bordrick

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the petition of plaintiff, the defendant being in default for answer to the merits of the action, and not filing any pleading thereto, and the Court being advised in the premises, find the allegations of the petition to be true, and find that the defendant Isaac Bordrick is indebted Isaac Bordrick is indebted to plaintiff as alleged in his petition in the sum of One Hundred and thirty four & 25/100 Dollars, with eight per cent interest on same from April 11th 1896, making the amount on May 11th 1898, to be $156.62.

It is therefore considered and adjudged that the plaintiff recover of defendant said sum of $156.62 and 8 per cent interest on same from May 11th 1898, and his costs herein expended taxed at $, and said judgment is hereby stayed for 30 days from the 11th day of May 1898.

It is found by the Court that the said Isaac Bordrick was surety only for B. F. Bordrick on the note sued upon in this action.

7509 Carie B. Smith
vs
Isaac B. Smith

Court of Common Pleas
Union County, Ohio

Now comes the plaintiff and dismisses this action at her own cost without prejudice to a further action.

Tuesday May 10th 1898

Court convened at 8:30 O'Clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7522 John M. Brodrick as Guard. of Morgan Savage, vs The American Baptist Home Mission Society } Court of Common Pleas Union County, Ohio.

This day the Court find that the defendant herein has within the time provided by law, filed its petition for the removal of this cause to the Circuit Court of the United States for the Southern District of Ohio, Eastern Division; and having at the same time offered and filed its bond in the sum of Five Hundred Dollars, with William Cody, good and sufficient surety pursuant to the Statute, and conditioned according to law.

Now therefore this Court does therefore accept and approve said bond and petition, and orders that all further proceedings in this Court be stayed.

7479 The State of Ohio on relation of Isabella Benson vs Clifford M. McCoy } Court of Common Pleas Union County, Ohio.

This day came the said complainant Isabella Benson and the said defendant Clifford M. McCoy and in open Court entered into an agreement of settlement herein by the terms of which the said defendant agrees to pay to said complainant the sum of One Hundred Dollars, and the costs of this case in full settlement herein, and said complainant agrees to receive said sum of One Hundred Dollars in full satisfaction herein; and the Court finding that the said complainant having been prematurely delivered of said bastard child and that said child, and that said child is dead it is ordered that said settlement be approved and confirmed by the Court, and said defendant having paid said sum of One Hundred Dollars and the costs herein taxed at $14.88, the said defendant is discharged, and this cause is fully settled as herein set forth.

Tuesday May 10th 1898

7417 Delford Sharp vs Lydia Drake et al } Court of Common Pleas Union County, Ohio.

This cause is settled and costs paid - No record.

7524 Arvina Blue vs John E. Ross } Court of Common Pleas Union County, Ohio.

This cause came on for hearing this 10th day of May, 1898, upon the motion of the plaintiff, by her attorney, who stated to the Court that the matters of difference between the plaintiff and the defendant John E. Ross involved in this action have been fully settled by them, and that by the terms of said agreement for the settlement hereof said defendant has paid the plaintiff the sum of One Hundred Dollars, in consideration of which the plaintiff agreed to convey her interest in the real estate herein sought to be partitioned to the said defendant by good and sufficient quit claim deed and to pay the costs herein.

It is therefore found by the Court that all matters involved in this action between said parties have been settled, and adjudged that plaintiff pay the costs herein, and ordered and decreed that she execute and deliver to said defendant John E. Ross her quit claim deed to the said premises herein sought to be partitioned, and that in default of her so doing this decree and order therefor shall have like effect.

7446 Jason D. Morse vs James L. Smith } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on motion of defendant to strike petition from file; the Court after hearing argument of Attys, same is overruled, and defendant leave to file plead in twenty days.

7459 Thomas Reed vs B. C. Bailes } Court of Common Pleas Union County, Ohio.

This day this case came on for hearing on motion by defendant to strike plaintiff's amended petition from the files the court said he would not pass on the merits of the motion, but gave leave to plaintiff to insert as caption to his verification the words "State of Ohio Union County ss." to all of which defendant excepts; Leave granted to defendant to answer in 15 days.

Tuesday May 10th 1898

7389 Catherine J. Breckinridge vs Mary Smart et al } Court of Common Pleas Union County, Ohio

This day this cause came on to be heard on the Report of J.B. Cole, the Receiver heretofore appointed in this cause, and Motion to confirm the same and distribution of the balance in his hands, and was submitted to the Court.

On consideration whereof the Court find that there remains in the hands of said receiver the sum of $78.47, and that said account is correct and just in all particulars and do therefore approve and confirm the same, and order that an allowance of $50, which the Court makes in full of all his services herein be paid by said receiver out of the funds in his hands, and that the balance remaining of $28.47 be paid to the Sheriff to be distributed with the proceeds of the sale herein made of the said estate, and in like manner as said proceeds are distributed, and that said receiver upon paying said balance to the Sheriff, be discharged.

7525 Sarah H. Hale vs Aaron Baylan } Court of Common Pleas Union County, Ohio.

This cause came on to be heard upon the petition in Error and the transcript of the record containing the judgment sought to be reversed and was argued by counsel.

On consideration whereof the Court find that there is no error manifest upon the face of the record in the order of said Justice of the Peace in dismissing said case without prejudice.

It is therefore considered, ordered and adjudged by this Court, that the action of the Justice in dismissing said case be, and the same is hereby affirmed.

It is further considered and ordered that the plaintiff pay the costs of this proceeding in Error taxed at $ and in default thereof that execution issue therefor.

Ordered that a copy of this entry be certified to the said Justice of the Peace, to all of which the plaintiff then and there excepted

Tuesday May 10th 1898

Mary J. Hill et al
vs
7404 Henry V. Spier, Admr. &c.

Court of Common Pleas
Union County, Ohio.

This cause having been heard on the demurrer to the amended petition, the Court, after due consideration thereof, on this tenth day of May, 1898, sustains the same, to ruling plaintiff at the time duly excepted.

And thereupon, the plaintiff not asking to be granted leave of Court to plead further, it is considered by the Court that the defendant go hence without day, and that he recover from plaintiffs his costs herein expended; to all of which ruling and judgment the plaintiffs at the time the same were made duly excepted.

N. D. & J. E. Degood
vs
7097 Elizabeth Wire

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 allegations of the petition are thereby confessed by her to be true.

The Court further find that there is due from the defendant Elizabeth Wire to the plaintiffs N. D. & J. E. Degood as set forth in their petition the sum of Eight & 13/100 Dollars, with six per cent interest thereon from the first day of the present term, to-wit, April 4, 1898.

It is therefore considered, ordered and adjudged that the said plaintiffs recover of the said defendant said sum of Eight & 13/100 Dollars, with six per cent interest from April 4th 1898, and their costs herein expended, taxed at $

On application of said defendant by her Attorney, exception on this judgment is stayed for ninety days, on condition that the same does not in any way interfere with the rights of the sureties on the appeal bond herein, and saving to said sureties the right to order Execution, or to order the Sheriff to issue Execution herein within said Ninety days

Court adjourned until 8 o'clock tomorrow morning.

Wednesday May 11th 1898

Court convened at 8.00 O'clock, pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

Lottie Jolliff
7502 vs
Martin L. Jolliff

Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff, by D. N. Ayers her Attorney, and the defendant having been legally summoned by publication, 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 Extreme cruelty, 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 Lottie Jolliff and Martin L. Jolliff be, and the same is hereby dissolved, and both parties are released from the obligations of the same; and it is further ordered by the Court that the said plaintiff be restored to her maiden name of Lottie Langstaff.

And it is further ordered and considered by the Court, that the said plaintiff pay the costs of this prosecution.

7550

7546

Wednesday May 11th 1898

7550 The Union Banking Company vs W. Y. Roots & W. J. Gray } Court of Common Pleas Union County, Ohio.

This day came the plaintiff by J. A. Kirkland its attorney, and produced original note, and filed its petition against said defendants, and thereupon, Cameron and Cameron, Attorneys 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 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 Seven & 82/100 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. Y. Roots and W. J. Gray defendants the sum of Three Hundred Seven & 82/100 Dollars so confessed as aforesaid, with interest from May 11, 1898, 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.

7546 The Ohio Pipe Company vs The Village of Milford Center et al } Court of Common Pleas Union County, Ohio.

This case is settled and dismissed, costs paid, no record.

May 13, 1898.

Wednesday May 11th 1898

The State of Ohio et al
The General Electric Company
vs
The Village of Milford Center et al

Court of Common Pleas
Union County, Ohio.

Stipulation.

7575

It is hereby stipulated that the above named defendants may, with the consent of the Court, have leave to make their return to the alternative writ issue in the above entitled action on or before the 27th day of May, 1898.

Dated May 13, 1898.

H. J. Booth
Atty. for Plaintiff
John M. Brodrick
Atty for Defendant.

Approved D. Dow
Judge.

7492

7575

Court adjourned until 1 O'Clock P.M. Monday May 16, 1898

Monday May 16th 1898

Court convened at 1 O'clock P.M. pursuant to adjournment
Present Hon Duncan Dow
Judge.

Sarah V. Eastman
vs
A. Cameron et al
7492

Court of Common Pleas
Union County, Ohio.

This day came on this cause to be heard upon the motion filed herein by the Administrator to strike from the files the Reply by plaintiff, which motion was presented and argued to the Court by the parties herein, and after due consideration by the Court, the Court finds the motion well taken and therefore orders the reply stricken from the files of this Court.

Vannie A. Gray et al
vs
H. E. Cockright, Trus.

Court of Common Pleas
Union County, Ohio.

On motion of plaintiff, leave was obtained of Court to file a third Amended petition in said case at 30 days.

James M. Lane Admr.
vs
William J Strader et al
7515

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 had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceeding and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises or for 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 and 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 Eleven Hundred and Sixty Five ($1165.00) Dollars, it is ordered that the Sheriff out of the money in his hands pay:

First. To the Treasurer of Union County, Ohio, the Taxes,

Monday May 16th 1898

penalty and interest against said property to-wit that the sum of Seven & 91/100 Dollars ($7 91).

2nd. To L. E. Wherlin, amount of tax claim, to-wit, Fifty-Two and 39/100 Dollars ($52 39) with in at 6% from April 15 to May 15th 1898.

3rd. The costs of this action taxed at $

4th. To the plaintiff, James M. Lance the balance of the proceeds of said sale and execution is hereby awarded for the balance of plaintiffs claim that may be unpaid after the proceeds of said sale is exhausted.

7439 Maud M. Hedges vs Decatur Russell } Court of Common Pleas Union County, Ohio.

This day came the parties and with the consent and approval of the Court, settled this cause and paid the costs, and by agreement there is to be no record.

7059 Wm G. Snodgrass, Sheriff, vs Grace Silberman et al } Court of Common Pleas Union County, Ohio.

This cause coming on for hearing and it appearing that the said Wm G. Snodgrass has no personal interest therein and having fully settled and paid over all moneys under his control, this cause is dismissed without prejudice.

7210 The State of Ohio, on relation, William Brake vs R.D. Finley et al } Court of Common Pleas Union County, Ohio.

This cause coming on to be heard, the same is dismissed at plaintiffs costs for want of prosecution.

7492 Sarah V. Eastman vs A. Cameron et al } Court of Common Pleas Union County, Ohio.

This cause coming on for trial this 16th day of May, 1898, before trial was had the Court upon motion of plaintiff and upon examination of the papers filed herein find that the defendant A. Cameron has been duly served with summons and that he is in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true, and that a personal judgment is proper.

It is therefore considered by the Court that the plaintiff recover from the said defendant A. Cameron the sum of $105.22, and her costs herein taxed at $, and ordered that the trial of this cause proceed as against the other defendant herein.

Court adjourned until 9 O'Clock tomorrow morning.

Tuesday May 17th 1898

Court convened at 9 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

Curtis Gordon, vs Mary Morse et al } Court of Common Pleas, Union County, Ohio,

This cause coming on for hearing upon the return of the Sheriff and the report of the commissioners heretofore appointed herein, and on motion, to confirm the same.

And it appearing that said estate cannot be divided by metes without injury to the value thereof, and that said Commissioners have made and returned their appraisement thereof in the sum of $1191.60, the Court find that the said return and proceedings, in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at the appraised value thereof, on motion of the plaintiff it is ordered that said premises be sold at public auction, and that an order issue therefor to the Sheriff of Union County.

And on motion and for good cause shown, it is ordered that said sale be made for one-third cash in hand, one-third in one, and one-third in two years, with mortgage security on said premises for the deferred payments.

And the Sheriff is ordered to return his proceedings to this court without unnecessary delay.

Tuesday May 17th 1898

Maggie V. Kendall
vs
John R. Cusler et al

Court of Common Pleas
Union County, Ohio.

7529

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under 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 hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Maggie V. Kendall by deed in fee simple the lands and tenements so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein for the protection of her title, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to Five Hundred Dollars, it is ordered that the Sheriff out of the money in his hands pay=

First= The costs of this action taxed at $38.91,

Secondly= the taxes $16.81,

Thirdly= To the defendant J. N. Robinson the amount heretofore found due him with interest to-wit, the sum of One Hundred and Fifty five and 75/100 Dollars,

Fourthly= To the plaintiff Maggie V. Kendall the balance of the said money remaining in his hands to-wit, the sum of Two Hundred and Eighty Eight and 57/100 Dollars, to be applied as a credit upon her judgment against the said defendants.

And there still remaining due the sum of Two Hundred and Seventy five and 57/100 Dollars, it is considered that she recover the same from the defendants John R. Cusler and Anna L. Cusler, and execution is awarded therefor.

Court adjourned until 9 O'clock tomorrow morning.

Wednesday May 18th 1898

Court convened at 9 o'clock A. M. Pursuant to adjournment
Present Hon. Duncan Dow
Judge

The Michigan Mutual Life Insurance Company, a Corporation, etc.
vs
Dudley W. Felkner et al

7529

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the petition of plaintiff, the defendants, Dudley W. Felkner, Emma Felkner, his wife, William A. Felkner and Ella Felkner, his wife, and each of them having been duly and legally served with summons herein, and each having due and legal notice of the pendency of this suit, and each and all of the defendants (except William A. Felkner), being in default for answer, demurrer or other pleading to the petition, and was submitted to the Court, on consideration thereof, the Court do find that the allegations in the petition contained are by each of the defendants, including said William A. Felkner, confessed to be true, and that there is due the said plaintiff on the notes and mortgage set up in the petition with interest at the rate of 8% per annum, payable semi-annually, to this 18th day of May 1898, the sum of $2988.93.

The Court further find that in order to secure payment of said note set up in the petition, said Jacob L. Felkner (widower), executed and delivered to the plaintiff the mortgage deed in the petition described, and on the premises therein described; that said mortgage was duly recorded in M. R. 27, page 139 et seq. in the office of the County Recorder in and for said Union County, Ohio, and is a valid, subsisting and, excepting taxes, the first and best lien on said premises described in the petition.

The Court further find that the condition of defeasance in said mortgage has been broken, and that plaintiff is thereby entitled to have said mortgage foreclosed and said premises sold to pay the unpaid indebtedness secured by said mortgage.

The Court finds that said Jacob L. Felkner, after the execution and delivery of said mortgage, conveyed said premises, and all his right, title and interest therein to Dudley W. Felkner as is averred in the Petition.

It is therefore considered, adjudged and decreed that unless said defendants named in said petition, or either of them, shall within three (3) days from the filing of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to plaintiff the sum of $2988.93, with interest from the 18th day of May, 1898, according to the terms of said mortgage deed, that the equity of redemption of each and all of the defendants in said premises shall be foreclosed and said premises shall be sold, and that 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 Court for further order.

On motion, and for good cause shown, publication in a German news-paper is hereby dispensed with.

And it is further ordered that as to the claims set up in the answer of William A. Felkner herein, that the same be reserved for consideration and determination by the Court upon distribution of proceeds of said sale to be made as hereinbefore ordered.

Court adjourned until 9 o'clock tomorrow morning.

Thursday May 19th 1898

Court convened at 9 O'clock A.M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

Austin B. Kelley }
vs } Court of Common Pleas
7527 } Union County, Ohio,
Phila Kelley. }

And now comes the said plaintiff, by D. W. Ayers, 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 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 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 Austin Kelley and Phila Kelley be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered and decreed by the Court, that the said Austin B. Kelley have and hold the Real Estate described in his said petition free from any and all claims of the defendant Phila Kelley, and that said Austin B. Kelley be and he is hereby decreed to be the sole owner of said Real Estate, and to own the same in fee simple- Said real estate being in Survey No. 4066, in Paris Township Union County, Ohio, and consisting of about 57 feet fronting on the Kenton Gravel Road, and about 197 feet deep, being the same land conveyed to said Austin B. Kelley by E. L. Price and recorded in Volume 57, page 637 of the Records of Deeds.

It is further considered by the Court that the said Austin B. Kelley recover from said Phila Kelley costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Thursday May 19th 1898

Daniel Perry et al
vs
O. C. McClenne et al

Court of Common Pleas
Union County, Ohio

On application to the Court leave is granted to the defendants to file an amendment to their answer, and the same is filed accordingly.

Edwin H. Perkins, et al
vs
Francis T. Arthur, admr. of the estate of Almeda J. Degord et al

Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing, was submitted to the Court upon the pleadings, to-wit: the petition and the answer, and the evidence, and on consideration thereof, the Court find on the issue joined for the plaintiffs and the claim of the said plaintiffs ought to be allowed.

It is therefore adjudged by the Court that the claim of the said plaintiffs, Edwin H. Perkins, Charles L. Perkins, Alice McKitrick, and Catherine R. Bee, against the estate of the said Almeda J. Degord be allowed by the said Francis T. Arthur, administrator thereof, in the sum of Four Hundred and Seventy Eight and 50/100 ($478.50) Dollars, and it is ordered that said administrator pay the costs of this proceeding

Court adjourned until 9 O'clock tomorrow morning.

Friday May 20th 1898

Court convened at 9 O'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge.

7536

7518 Rosie Thompson vs B. V. Buffington et al } Court of Common Pleas
Union County, Ohio.

This day came the parties by their attorneys, and this cause came on to be heard upon the demurrer of the defendants to the petition and was argued by Counsel and submitted to the Court.

7341

On consideration whereof the Court being fully advised in the premises, sustains the said demurrer and the plaintiff not desiring to amend his petition this cause is dismissed at the cost of the said plaintiff.

It is therefore considered that the defendant recover of the plaintiff their costs herein expended Taxed to B

To all of which ruling and judgment of the court the plaintiff excepts.

7419 Elizabeth Stevenson vs N. H. Emmons } Court of Common Pleas
Union County, Ohio.

This day came the plaintiff and dismissed this cause without prejudice to another action.

Therefore it is considered by the Court that this cause is dismissed without prejudice at plaintiffs costs since process.

7632 Isaac B. Smith vs George C. Welch } Entry

7492

"This day this cause is settled by the parties and judgment against the defendant for costs.

Friday May 20th 1898

7536 Caroline N. Chase vs Maggie E. Gill et al } Court of Common Pleas Union County, Ohio.

Leave granted to Maggie E. Gill to answer in Twenty (20) days.

7341 J. W. Hall et al vs Susan A. Miller et al } Court of Common Pleas Union County, Ohio.

This day came the parties and this case having been adjusted as to all matters except the wheat - the parties interested in said wheat agreed upon a settlement of the same as follows.

The wheat sold for $85.73, which fund is now in the hands of the Sheriff - It is agreed by the parties that said sum shall be distributed as follows;

To the Sheriff for his costs	$3.00
To H. D. Wright	$27.00
To H. L. Miller	$27.87
To Knight Harriman	$27.86
	$85.73

which settlement by the parties is approved and confirmed by the Court and distribution ordered accordingly, and all matters having been adjusted the cause is dismissed without record.

Knight Harriman by Cameron & Cameron
H. D. Wright " W. W. Merchant
H. L. Miller " W. W. Merchant

7492 Sarah V. Eastman vs A. Cameron & F. J. Arthur administrator of the estate of Samuel Johnson, deceased } 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; (1) George Sling, (2) J. S. Harmon, (3) J. M. Hawn, (4) Samuel Crabford, (5) J. W. Tobin, (6) H. C. Vosburg, (7) Wm J. McHaels; (8) C. B. Davis, (9) Thomas P. Shields, (10) H. C. Wilgus, (11) Lafayette Mullen (12) John Ryan; 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 said jury into open Court with their verdict in writing, signed by their foreman and say;

We, the jury, being duly impanelled, 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 F. J. Arthur, Administrator of the estate of Samuel Johnson, deceased, at the sum of One Hundred & five 22/100 Dollars ($105.22)

J. H. Ryan Foreman.

Dated May 20, 1898.

Friday May 20th 1898

7464 John Gibson, vs Wallace Troy } Court of Common Pleas Union County, Ohio.

This day this cause came on for trial and neither party desiring a jury by agreement the same is waived and this cause was submitted to the Court on the pleadings and evidence, and was argued by counsel, and upon consideration thereof the Court finds for the defendant, and finds that the said defendant and those under whom he held his title had been in peaceable, uninterrupted, notorious, hostile and adverse possession for more than twenty one years before the commencement of this action, as to the ammid claimed by defendant in his amended answer.

It is therefore ordered and adjudged by the Court that the title of the defendant thereto be forever quieted as to the plaintiff's claim for the one and one-fourth acre as set up in his amended answer.

And it is further ordered by Court that as to all of the lands described in the plaintiff's petition not herein decreed to the defendant as aforesaid be and the same is hereby quieted to the plaintiff, and it is considered that the defendant recover of plaintiff his costs taxed at $, to which ruling, judgment and decision so far as the same was made in favor of defendant is excepted to, and thereupon plaintiff moved the Court for a new trial in said action which Motion the Court overruled, to which ruling the plaintiff excepted.

7435 John L. Thompson, vs O. D. Browning } Court of Common Pleas Union County, Ohio.

This cause coming on for hearing on the demurrer to the answer and counterclaim, the Court rules that the demurrer be sustained so far as counterclaim is concerned.

That part of the answer setting up a mutual mistake in settlement in not allowing $3 per day will stand in so far as it may impeach the validity of settlement of $222.

Court adjourned until 9 O'clock tomorrow morning.

Saturday May 21st 1898

Court convened at 9 O'Clock A.M. pursuant to adjournment.

Present Hon. Duncan Dow, Judge.

7462	Lucinda Winget vs Palestine Lodge No. 158	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;
(1) George Strung, (2) J. M. Hann, (3) Frank Horton, (4) William J. Michaels, (5) O.B. Davis, (6) H.A. Wilgus, (7) John Ryan, (8) James C. Carter, (9) W.L. James, (10) J.B. Galloway, (11) G.W. Stokes, (12) C.J. Dodge 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 said jury into open Court with their verdict in writing, signed by their foreman, and say:

We, the Jury, being duly impanelled, sworn and affirmed, find the issues in this case in favor of the Defendant.

J.H. Ryan Foreman.

Dated May 21st, 1898.

Certificate for pay.

Sheriff's Office, Union County, Ohio,
Marysville, Ohio, May 21st 1898

To Hon. Duncan Dow, Judge.

The Court charges for the April Term, A.D. 1898, Union County, Common Pleas, are due for services rendered and are as follows:

Union County, Ohio,
To J. E. Robinson, Sheriff, Dr.

To serving Grand Jury Venire	$4.00
" 112 miles riding " "	$8.96
" Serving Petit Jury Venire	$4.00
" " 108 miles " "	$8.64
" Serving Grand Jury Witnesses	$1.80
" Making 18 copies, Grand Jury Witnesses	$1.80
" 170 miles travel, Grand Jury Witnesses	$13.60
" Calling 24 " " "	$1.20
" Allen Haines Deputy 13 days	$26.00
" Joseph Lawrence Bailiff 13 "	$26.00
Total	$96.00

I hereby certify the above bill to be correct.

J. Ed. Robinson 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 the County Auditor.

Duncan Dow
Judge of the Common Pleas Court.

Saturday May 21st 1898

Daniel Perry et als,
vs
7530 O. C. McClenne et als

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing, and a jury being waived, was submitted to the Court upon the pleadings and the evidence.

On consideration whereof the Court being fully advised in the premises, find on the issues joined, for the plaintiffs, and that the plaintiffs, hath a legal estate in, and are entitled to the immediate possession of the real estate and property described in the petition, and that the defendants unlawfully keep them out of the same.

It is therefore considered, adjudged and decreed by the Court that the said plaintiffs Daniel Perry, W. J. Ballinger, R. H. Andrews, B. A. Taylor, D. S. Kirwin and J. L. Ballinger, recover from the said defendants O. C. McClenne Z. P. McClenne, Clarence Beard, Sarah McClenne and Melissa Beard, the real ~~property~~ described in the petition to-wit;

In the said County of Union, State of Ohio, and in Jerome Township and bounded and described as follows;

First Tract= Beginning at the road leading from Pleasant Valley to Hemineway's Mill, (now the Plain City and New California road) in the back line of Lucas Sullivants Survey No. 5238; Thence with Sullivants line N. 75 W. 90½ poles to a stake; Thence S. 56 poles to a stake in the line of Graham & Scruggs Survey No. 7758 No. 7730 (7830); Thence with said line E. 28½ poles to a stake corner to said Survey; Thence with another line of said survey S. 57 E. 78 poles to a large Burr Oak; Thence with Dunn's patent 28 poles to the road; Thence with said road N. 25 W. 79 poles to the beginning, containing 42 acres more or less and being part of survey No. 10708, in the name of Lucas Sullivant; Save and except about 4½ acres conveyed by W. McClenne to S. G. Chapman, July 5th 1843, Recorded in Book G, page 145 of the Union County Record of Deeds also save and except about 3692 square feet conveyed by W. McClenne to J. M. Wilson and O. C. McClenne, August 1st 1874 recorded in Book 40 page 66 of said records."

Second Tract= "Beginning at a stake in the North line of a certain tract of land conveyed by Clark Gray and wife to N. Harrington, containing 1 acre 3 rods and 25 4/5 perches, said stake bearing S. 68, 22 E. 20 feet from the N. W. Corner of the aforesaid tract; Thence N. 21, 38 E. 17.28 poles to a stake in the South line in a tract of land belonging to W. McClenne; Thence with the said line S. 85.28 E. 22.68 poles to a stake; Thence with another line of said W. McClenne, S. 52 46 E. 18.44 poles to a stake, Northwest corner to lands of James Duffy; Thence with his west line S. 12 28 W. 18.52 poles to a stake Northeast corner to lands of N. Herrington; Thence with the North line of said Harrington N. 71 13 W. 7.48 poles to a stake; Thence with another line of said Harrington, N. 68 22 W. 34.52 poles to the beginning, containing 5 acres and 43

7351

7335

Saturday May 21st 1898

square rods and being part of Surveys No. 7758 and 7830."
Third Tract= Beginning at a stone in the South line to W. McClenno and Northeast corner of a 8¼ acre tract of land conveyed by Clark Gray and wife to N. Herrington; thence with the east line of said tract S. 20° 46 W. 286 feet to a stake corner to aforesaid tract; thence N. 3 11 W. 276 feet to a stake in the South line to lands of W. McClenno; thence with the said line S. 85 18 E. 117¼ feet to the beginning, containing 58⅘ square rods and being part of Surveys No. 7830 and 7758, and also the sum of $ thus costs herein expended.

And it is ordered that a writ issue to the Sheriff of Union County, commanding him to put the plaintiffs in the possession of the said property. To which ruling of the Court the defendants excepted, and asked the Court to fix the amount of bond to stay proceedings under the judgment herein, pending proceeding in error, and the Court fixed the amount of such supersedeas bond at $350.00

State of Ohio Union County, SS. | Court of Common Pleas.

Lucinda Winget Pltff
vs.
Palestine Lodge #158 F. & A. M
Defendants

Entry

The jury in this action having on this day, May 21st 1898, rendered a Verdict for the defendant, and no Motion for a New Trial having been Made; and the Plaintiff not desiring to further prosecute his case
It is therefore considered by the Court that the said defendant go hence without day; and recover from the Plaintiff its cost herein expended

J. M. Kenedy for Plaintiff
J. H. Kinkade } Defendants
J. W. Robinson

7351 | Mary R. Lee, Admr. vs H. M. Lee, et al | Court of Common Pleas Union County, Ohio.

Cause settled by agreement at plaintiffs' costs, and case dismissed.

7335 | Mary R. Lee Admr. vs H. M. Lee et al | Court of Common Pleas Union County, Ohio.

Cause dismissed and settled by agreement of parties at plaintiffs costs.

Saturday May 21st 1898

Catherine Jane Breckenridge, vs Mary Smart et al — Court of Common Pleas, Union County, Ohio.

7389

On motion to the Court by E. E. Cole and M. E. Shraikill, attorneys for the plaintiff, and upon producing the proceedings of the Sheriff with respect to the sale of the premises in the petition described by him made in pursuance of the former order of this Court, and the same being examined by the Court, and the Court here finds that the said proceedings and sale have been had, and made in pursuance to law, and the same are hereby approved and confirmed, and the said Sheriff is directed and ordered to execute and deliver to the said purchaser at said sale, Wm R. Breckenridge, a deed in fee simple, free of any dower interest in said premises to the said Mary Smart, for the said 100.7 acres of land, upon compliance by said Wm R. Breckenridge with the terms and conditions of said sale.

It is further ordered, since said widow has waived right to any dower interest in said 100.7 acres of land, that there be set off and assigned to her for life, as her full dower interest in said estate, 50 feet off the east side of In Lot No. 355 in Robinson's Addition to the Village of Marysville heretofore described.

The Court finds that the advancement of $800.00 each to Joseph Smart and Isaac Smart exceeds their share in their fathers' estate and that they are entitled to no portion of the proceeds of this distribution.

That the advancement of $200.00 to Asa Smart is less than his share in his fathers estate and he is entitled to share in such distribution after the other heirs have each received $300.00.

And the Court coming now to distribute the proceeds of said sale amounting to the sum of $3084.30, and $13.83 received from the Receiver herein, orders that the Sheriff pay out of the said proceeds;

1. To the Treasurer of Union County, Ohio, the Taxes due on said property in June, 1898, amounting to $9.88 and to the Treasurer of Delaware County, Ohio, $5.88.

2. The costs of this action, including a reasonable attorney fee to E. E. Cole and M. E. Shraikill, attorneys for plaintiff, amounting to $72.27, making a total of costs $198.69.

3. To Mary Smart, by agreement of all parties $175.00 as her years allowance as widow of John S. Smart, $125.00 of which is to be paid from the first installment and $50.00 from the second installment.

4. And to Asa Smart the sum of $41.63, as follows, to-wit; $25.03, being a balance due him as executor of the estate of John S. Smart, for over payments on behalf of said estate,- $18.10, expended by Asa Smart, for clover and Timothy seed, and by him sowed on said land.

The Court also find that the estate is indebted to James McKirgan in the sum of $16.95; the Taxes by him paid for the year 1896 on said estate.

It is ordered that the Sheriff pay out of the money in his hands, to James McKirgan the sum of $16.95;

Saturday May 31st 1898.

5. That said Sheriff shall distribute the residue of said purchase price of said premises as follows:

To John Bell and Mary E. (Bell) Robinson, only heirs of Margaret (Smart) Bell, each $100.00 to make their estate equal the advancement made to Asa Smart; to Oliver Perry Smart, Catherine Jane Breckenridge, Samantha Richie, Susan McKirgan and Ettta McKitrick, $200.00 each to make their share of said estate equal the advancement of $200.00 to Asa Smart.

After each of said children has received out of the proceeds of said estate an amount that makes their share equal to the $200.00 advancement to Asa Smart, then the remainder of such proceeds shall be distributed among the following persons as follows:

Catherine Jane Breckenridge, 1/7; Oliver Perry Smart, 1/7; Asa Smart, 1/7; Samantha Richie, 1/7; Susan McKirgan, 1/7; Ettie McKitrick, 1/7; John Bell, 1/14; Mary E. (Bell) Robinson, 1/14; each until the payment made to each shall equal $800.00, when each of said children (including Joseph Smart and Isaac Smart) shall share equally to whatever remains.

Said Sheriff shall pro rate the cash received from the first installment of purchase money among those entitled thereto and who have not received any advancements; he shall also pay to said heirs who have not received any advancement, pro rata out of deferred payments of purchase money, until each one has received $200.00 as above stipulated.

6. Said Sheriff is also directed to receive the promissory notes of said purchaser, as follows; $690.00 due on the day of May, 1899, $690.00 thereof, due on the day of May, 1900, for the deferred payment of said purchase price secured by a mortgage upon the premises and to distribute the same when collected, according to this order.

The Court further find that there is due to J.L. Cameron from Samantha Richie and Ettie McKitrick upon the note and mortgage set up in his cross-petition, the sum of $102.50, and that the same is a lien upon their shares of said estate to be paid by them in equal parts.

It is ordered by the Court that of the amount of the first payment coming to said Samantha Richie, the said Sheriff pay to the said J.L. Cameron, the sum of $51.25 and a like sum to be paid said J.L. Cameron from the share of said Ettie McKitrick, and that said sums be deducted from the first payments of the shares of said Samantha Richie and Ettie McKitrick.

May 2, 1898

Saturday May 21, 1898

The Citizens Home & Savings Co.
vs
7402 David J. Welch et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the application of the defendants Allen C. Plate and Daniel H. Fry partners as "The Marysville Lumber Company" for a writ of execution to deliver the property herein sold to the purchasers and the same was argued by counsel and submitted to the court.

On consideration whereof the Court find that said defendants David J. Welch and Emma Welch were in possession of the said property so sold, viz: Situate in the Village of Marysville County of Union and State of Ohio, being In-lot number Six hundred and Sixty two (662) for a more definite description thereof reference is hereby made to the recorded plat of the Welch Bros. Addition to said Village in the office of the Recorder of said Union County Ohio, at the time of the filing of the petition herein to foreclose said mortgage, and of the several answers and cross-petitions herein and at the time of the sale of said premises, and is still in possession thereof.

It is therefore considered ordered and adjudged by the Court that unless said defendants David J. Welch and Emma Welch shall vacate said premises on or before June 1st 1898, an execution issue to the Sheriff of said Union County, Ohio, directing him to deliver possession thereof to the said purchasers, Allen C. Plate and Daniel H. Fry. 7327

Thereupon said defendants David J. Welch and Emma Welch gave notice of appeal whereupon the Court do fix the amount of the appeal bond herein in the sum of $100.00, to all of which rulings orders and judgment of the Court the said defendants David J. Welch and Emma Welch then and there excepts, and on application the supersedeas bond is fixed at $100.00.

Court adjourned until Tuesday July 5th 1898, at 10 o'clock A.M.

Tuesday July 5th 1898

Court convened at 10 o'clock A.M. pursuant to adjournment

Present Hon Duncan Dow

Judge,

Whereas, the election of an additional Judge and the consequent proper apportionment of the business pending, and to pend in the Courts of Common Pleas in and for the several counties comprising the first subdivision of the Tenth judicial district of Ohio, require that the time of holding the fall term of said Court in Hardin County be changed;

Therefore it is ordered by the Judges of said Tenth judicial district that the time fixed for holding said fall term of said Court in Hardin County be, and the same hereby is changed from October 24th to September 12th 1898, commencing at the hour of nine o'clock in the morning of said latter date.

Ordered at Findlay, Ohio, this 28th day of June A.D. 1898.

Charles W. Mulhorn
J. K. Schaufelberger
Frank Taylor
Duncan Dow } Judges.
James E. Ibico
Allen Smalley

7327 George W. Harshman vs Benjamine F. Funk et al } Court of Common Pleas Union County, Ohio.

This day the above matter came on to be heard upon the answer of Ida O. Funk, Blanche E. Funk and Martha I Funk, the answer and Cross-petition of Blanche E. Funk as Administratrix of the estate of Christian E. Funk, deceased, and upon the answer of Jennie M. Funk to the last named answer and Cross-petition, and upon the evidence; and the Court finds that all the defendants named in the answer and Cross-petition of said Blanche E. Funk, as Administratrix have been duly served with summons upon the said answer and Cross-petition or have entered their voluntary appearance thereto; and that the said defendants, Henry J. Funk, John A. Funk, John L. Zimmerman as Assignee of John A. Funk, Mary E. Funk, Catherine E. Dearer, Barbara Steinberger and Charles Pierce Trustee of Catherine Dearer and Barbara Steinberger, Benjamine F. Funk and Isaac K. Funk are all of them in default for answer, demurrer or other pleading to the answer and Cross petition of Blanche E. Funk, Administratrix as aforesaid; to the answer of Ida O. Funk and Martha I. Funk, and to the answer of Jennie M. Funk; and the Court finds that the allegations of the last named answer and Cross-petition of Blanche E. Funk as Administratrix (except 2nd cause of action) and the answer of Ida O. Funk, Blanche E. Funk and Martha I. Funk and the answer of Jennie M. Funk, are thereby confessed to be true by all of the said defendants herein default as aforesaid.

The Court finds from the evidence that Henry J. Funk, John A. Funk, Barbara Steinberger, Catherine E. Dearer, Anna M. Bromfield, Isaac K. Funk of Brooklyn, New York, Benjamine F. Funk of Staten Island, New York, and the heirs and widow of Christian E. Funk, deceased, were the owners of the premises hereinbefore ordered to be sold; that the said

Tuesday July 5th 1898.

parties owned the same as tenants in common and that each more and are entitled to an undivided one-eighth interest in the said premises and in the surplus left of the proceeds of the sale of the same after all prior liens have been paid.

7556

The Court finds that Christian C. Funk, late of Springfield, Clark County, Ohio, died intestate on March 24, 1896, leaving as his widow, Ida O. Funk, and as his only children and sole heirs at law, Blanche C. Funk and Martha J. Funk.

The Court finds that the allegations of the answer of Jennie M. Funk are true and that as assignee of the mortgage therein described she is entitled to one-eighth of the surplus of $399.41 now in the hands of the Sheriff of this County awaiting distribution, that is to say, the sum of $49.92.

The Court finds that the allegations of the third cause of action of the answer and cross-petition of Blanche C. Funk as Administratrix, are true, and that upon the judgment therein set up and described, there is due to her as Administratrix the sum of $40.81.

The Court finds from the evidence that the allegations of the first cause of action of the answer and cross-petition of Blanche C. Funk, as Administratrix are true and that there is due to her, as such Administratrix, on the note therein set up and described, the sum of $291.37, with interest from June 15, 1894 at the rate of seven per cent per annum, payable annually.

7552

It is therefore ordered by the Court that out of the sum of $399.41 in the hands of the Sheriff of this County, being the surplus of the proceeds of the sale of the premises described in the petition, the Sheriff of this County pay:

1st. To the Clerk of this Court the costs incurred in this case since the last order of distribution made herein, amounting to $13.22;

2nd. To the said Jennie M. Funk the sum of $49.92, being the sum found to be due to her under the indemnity mortgage described in her answer;

3rd. To the said Blanche C. Funk, as Administratrix of the estate of Christian C. Funk, deceased, the sum of $40.81; being the amount due her upon the judgment set up in her third cause of action;

4th. To the said Blanche C. Funk as Administratrix of the Estate of Christian C. Funk the balance, viz: $294.76 to apply as part payment upon the sum of $291.37 and interest found to be due to her upon the note set up in the first cause of action of her answer and cross-petition.

7459

Thomas Reed
vs
B. C. Bales

Court of Common Pleas
Union County, Ohio.

The defendant is granted thirty days to plead in this case.

Tuesday July 5th 1898

7556 H. V. Spicer vs J. G. Miller } Court of Common Pleas Knox County, Ohio.

This day came the plaintiff by his attorney; also appeared in open Court, for and on behalf of said defendant J. G. 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 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 one 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, error, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred and one dollars, being the amount of said note with interest computed at 8 per cent per annum, from the 1st day of July A.D. 1898; and also costs herein expended, taxed at $

7552 Deer Manor Company vs James M. Cochran, W. W. Cochran, members of the firm of Cochran Bro. } Court of Common Pleas Knox County, Ohio.

Now comes the plaintiff by his attorney, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are true; and further finds that the defendants James M. Cochran and W. W. Cochran are indebted to the Deer Manor Company plaintiff in the sum of One Hundred and fifty seven and 04/100 Dollars, with 8 per cent interest from March 1st 1898.

It is therefore considered by the Court that said plaintiff recover from the said defendants the said sum of One Hundred and forty seven & 04/100 Dollars with Eight per cent interest from March 1st 1898, and his costs herein expended taxed at $

Tuesday July 5th 1898

7535 Lydia A. Alexander vs N. W. Loring } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, the defendant being in default for answer or demurrer, and the Court after hearing the testimony of the plaintiff and her witnesses do find for the plaintiff as follows:

That the plaintiff at the filing of this petition was a resident of the State of Ohio for more than a year next preceding that time, and was then a bona fide resident of Union County.

Further finding that the defendant had due notice of the filing and pendency of this cause by publication in the Marysville Tribune a paper of general circulation in said County.

The Court further finds that the time of said marriage of said plaintiff to the defendant N. W. Loring said defendant had a wife living from whome he was not divorced, thereby rendering said marriage of the plaintiff to the defendant void.

It is therefore considered by the Court and decreed that the marriage contract between said Lydia A. Alexander and N. W. Loring be and the same hereby is declared ab initio, null and void and of no force and effect in law.

7429 Beech Downing & Co. vs Robt Purdam et als } Court of Common Pleas Union County, Ohio.

This day came the parties and submitted this cause to the Court upon the demurrer of the defendants Sarah Cowles and James Cowles to the petition; on consideration whereof the Court being fully advised in the premises sustains the said demurrer and leave is given to plaintiff to amend his petition in 30 days and cause continued.

7506 John Engle vs Jacob Schurch et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the motion of the plaintiff to confirm the sale of the premises made herein, and the Court having examined the return and proceedings of said Sheriff, and finding the same in all respects in conformity to law and the order of the Court, it is ordered that said sale be and the same hereby is approved and confirmed, and the said Sheriff is ordered to convey said premises by a good and sufficient deed, to the purchaser thereof, the said plaintiff, John Engle.

It is further ordered that the Sheriff out of the money in his hands, pay:

1st. To the Clerk of this Court the costs herein, taxed at $ 44.18.

Tuesday July 5th 1898

2nd. To the plaintiff the remainder of said proceeds to apply on his decree hereinbefore rendered.

The said purchaser assumes the payment of the taxes on said premises.

Mat Livright et al,
vs
Waterman Hill
7540

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition and evidence, and the defendant having failed to answer or demur to said petition, the Court finds that the allegations of said petition are thereby confessed by said defendant to be true, and that there is due from said defendant Waterman Hill to said plaintiffs the sum of Eight Hundred and Forty Four and 29/100 Dollars, with six per cent interest thereon from this date, July 5th 1898.

It is therefore considered and adjudged by the Court that the plaintiffs do recover from the defendant said sum of Eight Hundred and Forty Four and 29/100 Dollars, with six per cent interest thereon from July 5th 1898, and their costs herein taxed at $ 8.73.

The Michigan Mutual
Life Insurance Company
vs
Dudley V. Felkner et al
7529

Court of Common Pleas
Union County, Ohio.

This day this cause came on further to be heard and thereupon upon motion of plaintiff and upon its producing the report and return of the Sheriff of the proceedings had and the sale made by him under the former order and decree of the Court herein, and the Court upon careful examination of the proceedings of said sale of and by said Sheriff had and made, being fully satisfied, and it appearing that the same has been had and made in all respects in conformity to law and the former orders and decrees of the Court; and the Court being satisfied of the legality of said sale, it is therefore now by the Court here ordered, adjudged and decreed that the said proceedings and sale be, and the same are hereby, in all things, approved, satisfied and confirmed.

And it is further ordered and decreed by the Court that said Sheriff convey to the purchaser at such sale The Michigan Mutual Life Insurance Company, by a good and sufficient deed in fee simple, according to law, the lands and tenements so sold to it, and said purchaser is hereby subrogated to each and all the rights of each and all the lienholders, plaintiffs and defendants herein, in and to said premises, in or for so they may be paid herein for the protection of its title, and a writ of possession is ordered to be issued by the Court in this action, directed to the Sheriff of this County, who is hereby commanded and awarded

Tuesday July 5, 1898

to put said purchaser into the full, peaceable and quiet possession of said premises, and each and every part and parcel thereof.

7533 And the Court coming now to distribute the proceeds of said sale, amounting to $2040.00, finds, adjudges and decrees that the liens upon said premises, and now upon said fund, accrued at this time to the sums hereinafter set forth respectively, and stand in the order of priority as hereinafter set forth and should be paid accordingly, and said Sheriff is therefore ordered and directed out of said fund in his hands to pay:

First: The costs herein, taxed at $67 45.

Second: The taxes and penalty on said premises due and unpaid, amounting to $100 49.

Third: The plaintiff, the Michigan Mutual Life Insurance Company, the balance of the proceeds in his hands, to-wit, the sum of $1872 06, to be applied on its mortgage claim herein, now in decree.

And the Court further finds that there is still due said Michigan Mutual Life Insurance Company on its claim herein the sum of $1144 24, for which execution is hereby awarded. 7542

It is further ordered that of the growing crop on said premises, two-thirds thereof in sheek shall go to William A. Felkner; the other third in sheek to go to plaintiff as purchaser herein, same order as to growing oats and hay made harvest 1898 to be equally divided between William A. Felkner and said purchaser in barn or stack.

7534 J. J. Priest vs C. A. McIlroy } Court of Common Pleas Erie County, Ohio.

This day came the plaintiff by his attorney, and the defendant being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of $196.01, the judgment rendered by said Justice, including the interest at the rate of 8 per cent. per annum from May 9th 1898 to this day.

It is therefore considered by the Court, that the said plaintiff, J. J. Priest, recover from the said defendant, C. A. McIlroy, the said sum of $196.01 with interest at the rate of 8 per cent per annum from the 5th day of July, A. D. 1898, together with his costs herein taxed at $6 04 and his costs by him expended before the J. P. taxed at $ and execution is awarded.

Tuesday July 5, 1898

7533 J. J. Priest vs C. A. McIlroy } Court of Common Pleas Union County, Ohio.

This day came the plaintiff by his attorney, and the defendant being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of $181,32, the judgment including the interest at 8 per cent per annum from March 9th 1898, to this day, rendered by said justice.

It is therefore considered by the Court, that the plaintiff J. J. Priest, recover from the defendant, C. A. McIlroy, the said sum of $181,32, with interest at the rate of 8 per cent per annum, payable annually from the 5th day of July, A. D. 1898, together with his costs herein expended taxed at $6,01, and his costs before the J. P. by him expended, taxed at $ and execution is awarded.

7542 The Farmers Bank vs Alvin Thompson et al } Court of Common Pleas Union County, Ohio

This day this cause came on for hearing on the petition of the plaintiff, The Farmers Bank, and the evidence; on consideration whereof the Court find that the defendants Alvin Thompson and Ellen P. Thompson 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 said petition are thereby confessed by them to be true; and that there is due the said plaintiff The Farmers Bank, from the said defendants Alvin Thompson and Ellen P. Thompson on the contract in writing set forth in said petition to this day, to-wit, July 5th, 1898, the sum of Four Thousand and Sixty Six and 67/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendants Alvin Thompson and Ellen P. Thompson his wife, executed and delivered to said plaintiff, The Farmers Bank, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 34, page 333, of the Records of Mortgages of Union County Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, The Farmers Bank, recover from the said defendants Alvin Thompson and Ellen P. Thompson the said sum of Four Thousand and Sixty Six and 67/100 Dollars, with Eight per cent interest from and after July 5, 1898, and its costs herein expended.

And it is further ordered and decreed that unless the said defendants, shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with eight per cent interest from and after July 5th 1898,

Tuesday July 5, 1898

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. 7492

Mary Bainer
vs
The Unknown heirs of
James W. Evans, deceased

Court of Common Pleas
Union County, Ohio.

7541

This day this cause came on for hearing and thereupon came the plaintiff by her attorney, and the defendants being in default for answer and demurrer the Court find that the allegations of the petition are thereby confessed by them to be true, the Court do also find that due and legal notice has been given to said defendants as required by law. 7102

The Court further find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition, and that she had the legal estate in, and was entitled to the possession of the same; that neither the defendants nor any one of them have any estate in, or are entitled to the possession of said real estate, or any part thereof, and that the plaintiff ought to have her title and possession quieted as against each and every one of said defendants, as prayed for in her petition.

The Court further find from the evidence that the title to said premises described in said petition was transferred on the Grand Duplicate of Union County, Ohio, from said James W. Evans to said W. W. Woods and Martha J. Woods in the year 1852; that said W. W. Woods and Martha J. Woods entered into possession thereof immediately after such transfer, and that they and those claiming under them by transfers of title thereto have continued in open notorious, exclusive and adverse possession thereof until the present time, and that said James W. Evans was in full life for some years after said transfer and the entering into the possession thereof by said W. W. Woods and Martha J. Woods. 7474

It is therefore ordered, adjudged and decreed, that the title and possession of the said Mary Bainer to all and singular the premises in the petition described, to-wit: Situate in the Village of Marysville, County of Union and State of Ohio, Being the North one-half (½) of In-Lot Number One Hundred and Ninety Seven (197). For a more definite description of said In-Lot reference is hereby made to the recorded plat of said Village in the office of the Recorder of said Union County, Ohio, be, and the same 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 Mary Bainer, her heirs or assigns thereto. 7507

It is further ordered that the plaintiff pay the costs of this action taxed at $

Tuesday July 5th 1898

Sarah V. Eastman } Court of Common Pleas
vs } Union County, Ohio.
7492 A. Cameron et al }

The jury in this action having on a former day of this term, rendered a verdict for the plaintiff and assessed her damages at One Hundred and Five Dollars and Twenty Two Cents, and no motion for a new trial having been made;

It is therefore considered by the Court that the plaintiff recover from the said defendant, T. J. Arthur as Administrator of the estate of Samuel Johnson, deceased, the said sum of $105,22, together with her costs herein expended, taxed at $

M. M. Shipley, et al } Court of Common Pleas
vs } Union County, Ohio
7102 A. Cameron et al }

This cause coming on to be heard upon the motion to confirm the final report of, and to discharge the receiver herein, the Court find the said report to be correct, and that said receiver has fully obeyed the orders of the Court to him issued, and has duly paid over all moneys coming into his hands as such receiver.

It is therefore ordered that all acts and things done by him, as well as his said report, be, and they hereby are, approved and confirmed; and the said Denis F. Parsons is discharged from his duties, liabilities, and responsibilities as such receiver, and his undertaking therefor is vacated and cancelled; and the said proceedings and report of said receiver are hereby adjudged and deemed to be conclusive upon all parties herein interested.

Clark Spurgeon } Court of Common Pleas
vs } Union County, Ohio.
7476 John Pfarr et al }

This day the defendants asked and obtained leave to withdraw their answer, and file a general demurrer to the petition of plaintiff, and leave was granted to file said demurrer in 30 days and cause continued.

Ira Cadwallader, John Porty & Frederic Marcuke, partners doing business in this state under the name of Eureka Planing Mill and Lumber Company. } Court of Common Pleas
vs } Union County, Ohio.
7507 Gertrude Kyes et. Fred Tunquist, Lulla C. Tracy, Martha Tunquist, W. P. Hill and Eliza Mongold.

On motion of the plaintiffs, and on their producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same have had in all respects in conformity to law and the orders of this Court, find the same to be legal. It is ordered that the said proceedings and sale be,

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and they are hereby approved and confirmed; And it is further ordered that the said Sheriff make to the purchaser a deed in fee simple for the lands and tenements so sold, to-wit: Situated in the Village of Richwood, in the County of Union and State of Ohio, and bounded and described as follows, to-wit:

Being Sub-Lot number One Hundred and Seventy three (173) in said Village. 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 from the proceeds of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

7293

It is further ordered that the Clerk cause a release of the Mortgage herein, and on, so far as the same operate as a lien upon said premises so sold to the said James W. Wordruff 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 Seventy Five Dollars ($75.00) it is ordered that the Sheriff, out of the money in his hands pay:

7468

First: to James W. Wordruff the amount of the tax certificate held by him against said premises, to-wit: the sum of Thirty Four 65/100 Dollars ($34.65).

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

7536

Third: to the plaintiffs Ira Cadwallader, John Portz and Frederic Mancke the balance of the said money remaining in his hands, to-wit, the sum of $

7482 Oscar Bill vs Arthur Bill et al — Court of Common Pleas, Union County, Ohio.

This day came the defendant George W. Mackling and submitted his Motion to the judgment, order and decree and finding in this case of the amount due said defendant Mackling, and to set aside the Journal Entry thereof and to correct the finding to the true amount and to file amended Cross-petition by said Mackling which Motion was granted and said finding was corrected and the amount found due said Mackling on his said note and Mortgage is ~~One Hundred~~ and Sixty Eight 65/100 Dollars, and the said sum of One Hundred and Sixty Eight 65/100 Dollars is hereby ordered and decreed by the Court to be paid to said Mackling by said Administrator in settlement of the balance due him on said note and mortgage.

7460 John D. Mathur vs Wm A. Wright et al — Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on motion of the defendants to strike out parts of the amended petition of plaintiff as specifically set forth in said motion, and the same was argued by counsel and submitted to the Court.

On consideration whereof the Court do overrule said motion, to which ruling and judgment of the Court the defendants by their Attorneys then and there excepted; Leave is granted to defendant to further plead within thirty days and cause continued.

Tuesday July 5th 1898

7293 Dora Moffitt vs W. F. White et al } Court of Common Pleas Union County Ohio

This day this cause was settled by the parties herein, at the cost of the plaintiff.
July 19th 1898.

7463 James L. Moffitt vs W. F. White et al } Court of Common Pleas Union County, Ohio.

This day this cause was settled by the parties herein at the cost of the plaintiff.
July 19, 1898.

7536 Caroline N. Chase vs Maggie C. Gill et al } Court of Common Pleas Union County Ohio.

This cause now coming on for hearing on the petition of the plaintiff, the Cross-petition of L. A. Smith and the Cross-petition of Thos. B. Graham and the evidence, the Court find that the defendants, Maggie C. Gill and J. S. Gill L. A. Smith, B. F. Wallingford, Sophia Owen, Thomas B. Graham and Alexander Owen have been duly served with summons in this case, and that Maggie C. Gill, B. F. Wallingford and Alexander Owen 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 Maggie C. Gill on the promissory notes set forth in the petition with interest to the 5th day of June, 1898, the sum of $783 20.

The Court further find that in order to secure the payment of said notes the defendants Maggie C. Gill and J. S. Gill, (her husband) executed and delivered to Julius Pedrazzoli their certain mortgage as in the petition described, that said mortgage was duly recorded in book 32, page 28, 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.

The Court further find that said notes, or as aforesaid described in the petition together with said mortgage securing the same were on the 31st day of August, 1893, executed and delivered by the said Maggie C. Gill and J. S. Gill, to the order of Julius Pedrazzoli, and that after said date for a valuable consideration the said Julius Pedrazzoli endorsed and transferred said notes and mortgage to the plaintiff herein, Caroline N. Chase, and that at the time of the commencement of this action she was the owner and holder of said notes and mortgage.

It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of $783 20 and his costs herein expended.

And it is further adjudged and decreed that unless the defendants Maggie C. Gill and J. S. Gill shall within one day from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff the sum so found due as aforesaid with interest from the 5th day of June 1898, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff

Tuesday July 5th 1898

of said County of Union directing him to advertise and sell on the premises, said premises as upon execution and report his proceedings to this court for further order.

Henry L. Green
vs
Edna E. Warner et al

Court of Common Pleas
Union County, Ohio.

And now this cause coming on to be heard upon the petition and the evidence, the Court find that all the defendants herein have waived the issuing of process and service by summons and entered their appearance in this action, and have full knowledge and legal notice of the pendency and demand of the petition and that they are in default for answer thereto.

Thereupon the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Henry L. Green has a legal right to the One Sixth (1/6) thereof; Edna E. Warner has a legal right to the One Sixth (1/6) thereof; Rosa M. Michael has a legal right to the One Sixth (1/6) thereof; Lorinda J. Kinney has a legal right to the One Sixth (1/6) thereof; Anna J. Doty has a legal right to the One Sixth (1/6) thereof; John M. Green has a legal right to the One Sixth (1/6) thereof; and that the defendants John E. McClure is entitled to and has a legal right to One half of the Two McClure Blocks described in said petition as part of Lot No. 27 in the Village of Plain City, and the six aforesaid defendants and plaintiff to-wit: Henry L. Green, Edna E. Warner Rosa M. Michael, Lorinda J. Kinney, Anna J. Doty and John M. Green are each entitled to One Sixth of the remaining One half interest in said part of Lot 27 in the Village of Plain City, Ohio, and that the plaintiff has a right and 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 three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

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

Resolutions on the death of James H. Robinson,

July 28th 1898.

Order to draw Jury

State of Ohio
Union County } ss

Court of Common Pleas.

It is ordered that the Clerk of this 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 8th day of August. A. D. 1898, 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 said Jurors So drawn to be and appear before said Court of Common Pleas as follows, To-wit:= The Grand Jury to be and appear on the 6th day of September, A.D. 1898 at. 10. O'Clock in the forenoon, and the Petit Jury to be and appear, on the 12th day of September in the forenoon of said days respectoly.

Dated this 26th day of July A.D. 1898

Duncan Dow
Judge of Court of Common Pleas.

Resolutions passed by the Union County Bar in memory of James H. Robinson,

Resolutions on the death of James H. Robinson,

Shocked and deply grieved have been the members of this bar by reason of the sudden death of Hon. James H. Robinson, who is justly entitled to be called the father of the Union County Bar, Always acknowledged as a leader in his profession; his high moral worth and large ability did much to create and hold the professional courtesy and cordial relations that have so marked the career of the bar during the long years of his eminent service,

He was the ideal lawyer; while most able and vigilant in guarding the interests of his clientage, he was just and courteous to his opponent, and his intelligent zeal in any cause in which he was engaged, won for him the highest return of Bench and Bar alike,

Nor was his usefulness confined to his profession, He took great interest in public affairs, and was ever ready to assist in any enterprise that tended to the betterment of the community in which he lived,

And now that he has gone from us we deem it fitting that an expression of our high appreciation of his worth should be set forth in suitable resolutions,

Therefore, be it resolved by the members of the Bar of Union County that in the death of our friend and fellow member, Hon. James H. Robinson this bar has suffered an irreparable loss, and we deeply deplore his sudden taking away.

That his faithful and eminent services in public and private life deserve fitting memorial, and we will present the same to our Honorable Court to be forever preserved in the records thereof,

That to his sorrowing wife and relations we extend our heart felt sympathy, and while having no words of condolence of our own we commend them to the loving care of Him, who is the Resurrection and the Life,

J. L. Cameron.
J. L. Porter.
J. M. Brodrick } Committee,

In Chambers

Before the Honorable Allen Smalley, one of the Judges of the Court of Common Pleas of Marion County, Ohio.

E. Salsbury
Plaintiff in Error,
vs
The State of Ohio,
Defendant in Error.

7576

In Error to the Mayor of the Village of Richwood, Ohio.

On motion of plaintiff, and good cause being shown therefor, it is ordered that leave be and the same is hereby granted plaintiff in error to file a petition in error in the above entitled case, and that the execution of the sentence therein be, and the same is hereby suspended until the further order of the Court of Common Pleas of Marion County Ohio, upon the plaintiff in error entering into an undertaking in the sum of $100.00 to the satisfaction of the Clerk of the Common Pleas of said County, conditioned according to law.

Done at Chambers at Marion, Ohio, this August 5th, 1898.

Allen Smalley
Judge.

The 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 September in the year of our Lord One Thousand Eight Hundred and Ninety Eight, held in the Court House in the City of Marysville County and State aforesaid, was begun on the first Tuesday, the 6th day of September, in the year aforesaid.

Present, Hon. Duncan Dow, Judge of the Court of Common Pleas of the 3rd Sub-Division of Ohio.

J. Ed Robinson, Sheriff
Union County, Ohio.

Attest.

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

The Venire facia for a Grand Jury heretofore issued and returnable this 6th day of September at 10 O'clock A.M. was duly returned by the Sheriff with his endorsements thereon as follows, to wit:

On the 8th day of August, 1898, I received this Venire and served the same on the personal persons named, at the times and in the manner placed opposite their names endorsed hereon.

J. Ed Robinson Sheriff.

Names	Where Served	How served	No of Miles
A. J. Baughman	Aug. 22nd		
Edward Green	" 9 "	Personal	8
Nat Evans	" 10	Residence	15
Richard Ausler	" 20	Personal	
L. J. Taylor	" 29	"	20
L. J. Temple	" 9	"	21
George Pierce	" 11	Residence	10
C. C. Williams	" 11	Personal	4
Silas Hedges	" 15	"	4
W. J. Tossey	" 11	"	9
L. N. Davis	" 13	Postal Card	5
Aaron Shirk	" 9	Residence	6
M. A. Shuler	" 11	Personal	4
Uriah Cook	" 9	Residence	15
John Richard	" 22	"	12

And upon calling the same in open Court A. J. Baughman, Edward Green, Richard Ausler, L. J. Taylor, L. J. Temple, George Pierce, Silas Hedges, W. J. Tossey, L. N. Davis, Aaron Shirk, M. A. Shuler, Uriah Cook and John Richard appeared in answer thereto, Nat Evans and C. C. Williams failed to appear, and the panel being incomplete, the Sheriff summoned, Charles S. Hamilton and William Epps from the bystanders as talismen to complete the panel, who appeared in answer thereto; and the panel being full, the Court appointed Uriah Cook 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) A. J. Baughman (2) Edward Green, (3) Richard Ausler, (4) L. J. Taylor, (5) L. J. Temple, (6) George Pierce, (7) Silas Hedges, (8) W. J. Tossey, (9) L. N. Davis, (10) Aaron Shirk, (11) M. A. Shuler (12) Uriah Cook, (13) John Richard, (14) Chas. S. Hamilton (15) William Epps.

Tuesday Sept. 6th A.D. 1898.

Special Venire.

The State of Ohio, Union County, ss.

To J. Ed Robinson, Sheriff of said County, Greeting:

We command you that you summon the following named persons, to-wit:

Name	Township
1 Wm Eppo	Paris
2 Chas. N. Hamilton	"

to be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville on the 6th day of September, in the year of our Lord one thousand eight hundred and Ninety eight at 9 o'clock A.M. and so from day to day until discharged, then and there to serve as Grand Jurors in and for the said County, 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 6th day of Sept. A.D. 1898.

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

Marysville, Ohio, Sept. 6th, 1898.

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
Wm Eppo	Paris	Sept. 6th	Personal
Chas. N. Hamilton	"	"	"

J. Ed Robinson
Sheriff. Union County, Ohio.

To Clerk.

Issue Special Venire for the following persons to serve as Grand Jurors during the Sept. Term, 1898 of Union Common Pleas Court, to-wit: Charles Hamilton and Wm Eppo.

Duncan Dow, Judge

7548 Joseph L. Dickinson vs. Levi L. Longbrake et al.

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff Joseph L. Dickinson, and the evidence; on consideration whereof the Court find that the defendants Levi L. Longbrake and Mary S. Longbrake 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 said petition are thereby confessed by them to be true; and that there is due the said plaintiff Joseph L. Dickinson from the said defendants Levi L. Longbrake and Mary S. Longbrake on the contract in writing set forth in the said petition to the first day of this term, to-wit: September 5th, 1898, the sum of One thousand Six Hundred and Ninety Two 92/100 Dollars debt and Seventy Five Dollars, attorneys fees.

The Court further find that in order to secure the payment of said contract in writing, the defendants Levi L. Longbrake and Mary S. Longbrake his wife, executed and delivered to said plaintiff Joseph L. Dickinson their certain Mortgage as in the petition described and on the premises therein described; that said Mortgage was duly recorded in Volume 35 page 403 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

Tuesday Sept. 6th A.D. 1898

in said mortgage, have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff Joseph J. Dickinson recover from the said defendants Levi L. Longbrake and Mary S. Longbrake the said sum of Seventeen Hundred and Sixty seven and 86/100 Dollars, with interest on $1692 86 at Eight per cent. per annum from and after September 5th, 1898, and his costs herein expended.

And it is further ordered and decreed that, unless the said defendants Levi L. Longbrake and Mary S. Longbrake, shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest as aforesaid from and after September 5th 1898, 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.

Thomas Reed
vs
B. C. Bales
} Court of Common Pleas, Union County, Ohio.

Leave is granted to the defendant to file motion and motion filed, to which plaintiff excepts.

James W. Robinson Admr.
vs
Martin High et al
} Court of Common Pleas, Union County, Ohio.

This day this cause came up and thereupon it was made to appear to the Court that the plaintiff James W. Robinson is now deceased and that Howard Black has been appointed by the Probate Court of Union County Ohio, as the successor of said James W. Robinson as Administrator De bonis non of Alva Smith Deceased, and that said Black has fully qualified and accepted as such Administrator.

It is therefore ordered by the Court that Howard Black as Administrator de bonis non of Alva Smith deceased be, substituted for James W. Robinson in this case.

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7567 The Citizens Home & Savings Company vs Willis Y. Roots et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home and Savings Company, and the evidence; on consideration whereof the Court find that the defendant Willis Y. Roots has been duly served with summons in this case, and that he is in default for answer and demurrer, and that the allegations of the said petition is thereby confessed by him to be true; and that there is due the said plaintiff, The Citizens Home and Savings Company, from the said defendant Willis Y. Roots on the contract in writing set forth in said petition to the first day of this term, to-wit: September 5th, 1898, the sum of Nine Hundred and Ninety and 86/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendant Willis Y. Roots, an unmarried man, executed and delivered to said plaintiff, The Citizens Home and Savings Company, his certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 87, page 149, of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, The Citizens Home and Savings Company, recover from the said defendant Willis Y. Roots the said sum of Nine Hundred and Ninety and 86/100 Dollars, with weekly payments of One and 89/100 Dollars for each and every week from and after September 5th, 1898, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant Willis Y. Roots 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 $1.88 for each and every week from and after September 5th 1898, 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.

7526 J. W. Robinson vs J. A. Wood et al } Court of Common Pleas Union County, Ohio.

This day this case was called up and thereupon it was made to appear to the Court that the plaintiff, James W. Robinson is now deceased and that Aaron B. Robinson and Mary E. Robinson are the executors of the last will and testament of said James W. Robinson deceased, duly appointed and qualified as such.

It is therefore ordered by the Court that said Aaron B. Robinson and Mary E. Robinson as the executors of the last will and testament of said James W. Robinson, deceased, be substituted as plaintiff in this case.

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Aaron B. Robinson Ex
Mary E. Robinson Executors
of Jathro W. Robinson, deceased.
7526 vs
John H. Wood et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the motion of A.B. Robinson for leave to file reply to the answer and cross-petition of John H. Wood which motion was sustained by the Court and leave was granted to said A.B. Robinson to file said reply forthwith which is accordingly done.

J. W. Robinson Ex.
7512 vs
Joseph P. Martin

Court of Common Pleas
Union County, Ohio.

Continued

Joshua Norill, Admr.
vs
James C. Smith

Court of Common Pleas
Union County, Ohio.

Continued.

Nannie A. Gray et al
7421 vs
H. E. Conkright. Treas.

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on motion of Deft. to strike out certain parts of the 3rd Amended petition herein, and the same was argued by Counsel and submitted to the court; on consideration whereof the Court do sustain said motion.

Committee to examine the Annual report of County Commissioners of Union County.
C. F. Monroe
Frank Anthony
W. J. Hoppes, Prosecuting Atty.

Sept. 6-1898.

Duncan Dow, Judge.

C. S. Winters
vs
Winfield S. Winters

Court of Common Pleas
Union County Ohio.

It appearing to the Court that Allice Winters is a necessary party to a complete determination of the questions involved in this case, she is on motion hereby made a party defendant herein with leave to file her answer herein instanter.

Tuesday Sept. 6th 1898

7572 Frank Benedict vs Henry E. Conkright Treasurer. } Court of Common Pleas Union County Ohio.

This day came the parties and submitted this cause to the Court upon the pleadings and evidence; on consideration whereof the Court find in favor of 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 defendant as such Treasurer or his successor in office be perpetually enjoined from collecting from the plaintiff as taxes a greater sum than $7 85.

And it is further adjudged that the plaintiff recover of the defendant as such Treasurer his costs in this behalf expended taxed to $ and by agreement time is to be no record,

7571 Sylvester Atkinson vs Henry E. Conkright, Treas. } Court of Common Pleas Union County, Ohio.

This day came the parties and submitted this cause to the Court upon the pleadings and evidence; On consideration whereof the Court find in favor of the plaintiff, and that he is entitled to the relief prayed for in his petition.

It is therefore adjudged and decreed by the Court that a perpetual injunction be and the same is granted, restraining the defendant or his successor in office from collecting from plaintiff a greater sum as taxes than $13 24 and that the plaintiff recover of the defendant as Treasurer of said County the costs herein expended taxed to $, and by agreement time is to be no record.

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The Citizens Home and Savings Company
vs
Willis Y. Roots

7566

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home and Savings Company and the evidence; on consideration whereof the Court find that the defendant Willis Y. Roots has been duly served with summons in this case, and that he is in default for answer and demurrer, and that the allegations of the said petition are thereby confessed by him to be true, and that there is due the said plaintiff, The Citizens Home and Savings Company, from the said defendant Willis Y. Roots on the contract in writing set forth in the said petition to the first day of this term, to-wit: September 5th, 1898, the sum of Three Hundred and Thirty Six and 27/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing, the defendant Willis Y. Roots, an unmarried man, executed and delivered to said plaintiff, The Citizens Home and Savings Company his certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 37, page 150, of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, The Citizens Home and Savings Company, recover from the said defendant Willis Y. Roots the said sum of Three Hundred and Thirty Six and 27/100 Dollars, with weekly payments of 68/100 Dollars for each and every week from and after September 5th, 1898 and its costs herein expended.

And it is further ordered and decreed that unless the said defendant Willis Y. Roots, 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 $ 68/100 for each and every week from and after September 5th, 1898, 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.

The Citizens Home and Savings Company
vs
Samuel W. Van Winkle et al

7565

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home and Savings Company, and the evidence; on consideration whereof the Court find that the defendants Samuel W. Van Winkle, Maunda Lodwo and Emma V. Van Winkle 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 said petition are thereby confessed by them to be true; and that there is due the said plaintiff, The Citizens Home and Savings Company, from the said defendant Samuel W. Van Winkle on the contract in writing set forth in the said petition to the first day of this term, to-wit: September 5th 1898, the sum of Seven Hundred and Forty Two and 29/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing,

Tuesday Sept. 6th 1898

the defendants Maanda Lodiso, Emma V. VanWinkle and Samuel W. Van Winkle her husband, executed and delivered to said plaintiff, the Citizens Home and Savings Company, their certain Mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 37, page 158, of the Records of Mortgages of Lorain 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 and adjudged by the Court that the said plaintiff, The Citizens Home and Savings Company, recover from the said defendant Samuel W. Van Winkle, the sum of Seven Hundred and Forty Two & 29/100 Dollars, with weekly payments of One & 47/100 Dollars for each and every week from and after September 5th 1898, and its costs herein expended.

And it is further ordered and decreed that unless the said defendants, shall within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with weekly payments of $1.47 for each and every week from and after September 5th 1898, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Lorain County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

7526

7526

7431 Geo. W. Handley vs Jas. W. Jackson et al. } Court of Common Pleas, Lorain County, Ohio

This day this cause is dismissed by order of court at plaintiffs costs.

7562

Court adjourned until 8 30 O'clock tomorrow morning

Wednesday Sept 7th 1898

Court convened at 8½ O'clock A. M. pursuant to adjournment.

Present Hon. Duncan Dow

Judge.

Aaron B. Robinson Exd
Mary E. Robinson, Executors
& James W. Robinson, deed.
7526 vs
J. H. Word et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard on the motion of J. H. Roney defendant, to set aside the sale made in this case by the Sheriff, of what is described as the Brightler farm and also what is know as the Newlove farm, and the Court being fully advised in the premises finds that the sale of the above described land should be set aside for imperfect discription and other irregularities therein.

The said sale therefore of the said Brightler farm and of the said Newlove farm is hereby set aside, and as to the said defendant J. H. Roney this case is continued and he is granted leave to file answer and cross-petition within 30 days.

J. N. Robinson
7526 vs
J. H. Word et al

Court of Common Pleas
Union County, Ohio.

By agreement of all the parties herein the above case is continued as to the Brightler and Amerine farms described in the petition herein, & Scotts & Roneys and no order of sale is to issue against said lands during said continuance until next term of said Court,- Thirty days is granted J. H. Roney to answer herein.

Mary Hunt
7562 vs
Emory Lane Hunt

Court of Common Pleas
Union County, Ohio.

And now this cause coming on to be heard upon the petition and evidence, the Court finds that the defendant has been duly served with summons herein and is in default for answer.

The Court further find that the said Filmore Hunt was in his life time seized in fee simple of the real estate and premises described in the petition and that the plaintiff is the widow of the said Filmore Hunt deceased; and that she is entitled to have her dower in said premises assigned and set off to her as prayed in her said petition.

It is therefore ordered, adjudged and decreed by the Court that the said plaintiff be endowed of one full equal third part of the premises in the petition described, and that a writ issue to the Sheriff of Union County commanding him that by the oaths of Elliott Young, Frank Andrews and Emanuel Rausch, three judicious disinterested men of the vicinity in said County, who are not of kin to either of the parties, and who are hereby appointed commissioners for that purpose, he cause to be set off and assigned the dower to said plaintiff in the manner as above ordered.

And of such proceedings, together with the said Commissioners Appraisement of the yearly net value of said real estate, estimated from 1st day of April A.D. 1898, to the day of such assignment of dower, the said Commissioners and the said Sheriff make return without unnecessary delay.

Wednesday Sept. 7th 1898

7568

The Citizens Home and Savings Co.
vs
Olive L. Boerger et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Citizens Home and Savings Company, and the evidence; on consideration whereof the Court find that the defendants Olive L. Boerger and J. L. Boerger 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 said petition are thereby confessed by them to be true; and that there is due the said plaintiff, The Citizens Home and Savings Company, from the said defendant Olive L. Boerger on the contract in writing set forth in said petition to the first day of this term, to-wit: September 5, 1898, the sum of One Thousand and Fifty One and 24/100 Dollars.

The Court further find that in order to secure the payment of said contract in writing the defendants Olive L. Boerger and J. L. Boerger her husband executed and delivered to said plaintiff, The Citizens Home and Savings Company, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 41, page 105, of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said plaintiff, The Citizens Home and Savings Company, recover from the said defendant Olive L. Boerger the said sum of One Thousand and Fifty One and 24/100 Dollars, with weekly payments of One and 8/100 Dollars for each and every week from and after September 5th 1898, and its costs herein expended. And it is further ordered and decreed that unless the said defendant Olive L. Boerger 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 $1.80 for each and every week from and after September 5, 1898, 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.

7589

Court adjourned until 8:30 o'clock tomorrow morning.

Thursday Sept. 8th 1898.

Court convened at 8.30 O'clock A.M. pursuant to adjournment

Present, Hon Duncan Dow

Judge.

7589 The Peoples Bank vs Charles Hill Ed H. J. Hill } Court of Common Pleas Erie County, Ohio.

This day came the plaintiff by F. C. Arthur, Attorney, and filed his petition against said defendants, and thereupon R. 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 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 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 Thirty Five Ed 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.

It is therefore considered by the Court here that the said The Peoples Bank plaintiff do recover of the said Charles Hill Ed H. J. Hill defendants the sum of One Hundred Thirty five & 00/100 Dollars so confessed as aforesaid, with interest from Sept. 8th 1898 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.

Court adjourned until 8.00 O'clock tomorrow morning

Friday Sept 9th 1898

Court of Common Pleas at 8 30 o'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow-
Judge.

State of Ohio } Court of Common Pleas, Crim County, Ohio.
971 vs } Indictment for Perjury.
David F. Marion }

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant David F. Marion being brought into Court in the custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is guilty, the Court then enquired if he had any thing to say why judgment should not be pronounced against him and having nothing to say and showing no good and sufficient cause why judgment should not be passed, it is therefore considered ordered and adjudged by the Court that the said David F. Marion 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 three years and that he pay the cost of this prosecution for which execution is awarded.

State of Ohio } Court of Common Pleas, Crim County, Ohio.
969 vs } Indictment for Perjury.
Frank Farrand }

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Frank Farrand being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thereto saith "he is guilty" the Court enquired if he had any thing to say why judgment should not be pronounced against him and having nothing to say and showing no good and sufficient cause why judgment should not be pronounced, it is therefore considered, ordered and adjudged by the Court, that the said Frank Farrand 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 three years, and that he pay the costs of this prosecution for which execution is awarded.

The Citizens Home Ed } Court of Common Pleas
Savings Company } Crim County, Ohio.
7269 vs }
N. Y. Brots 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 orders of this Court, it is ordered that the said proceedings and sale be, and they hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Ellen J. Spray, by deed, according to law, the property so sold; and the said purchaser hereby is subrogated to all the rights of the said lien-holders, in said premises, so far as they may be paid herein, for the protection of her title.

It is further ordered that the Clerk cause satisfaction of the mortgages herein and on to be entered on the records thereof, in the office of the Recorder of Crim County Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to

Friday Sept. 9th 1898

$800.00, it is ordered that the Sheriff out of the money in his hands pay=
First= To the Treasurer of this County the taxes, penalty and interest against said property amounting to $18.00
Second= The costs of this action, taxed at - - - - - - - - - - - - - - - - - - $39.54
Third= To the plaintiff the amount due it on W.Y. Roots mortgage, amounting to - - - - - - - - - $853.68
Fourth= To the plaintiff the amount due it on Ella J. Sway's mortgage amounting to - - - - - - $250.53
Fifth= The remainder to Ella J. Sway - the costs and taxes being taken out of W.Y. Roots interest leaves due from him $11.62 to Ellen J. Sway - 137.85
$800.00

And an execution is awarded to put the purchaser in possession of said premises.

Report of Grand Jury.

To the Honorable Duncan Dow,
Judge of the Court of Common Pleas, Erie County, Ohio:

The Grand Jury of the Court of Common Pleas of said County of the September Term, 1898, beg leave to report that they have been in session four days, and herewith return to the Court the Indictments presented by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over thirty Seven witnesses, covering Seven cases, and presented four bills, and ignored three cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we have visited the County Jail and made a complete examination thereof, and find that the rules prescribed by the Court for the care thereof and for the government of its inmates, have been carried out and properly enforced.

We would recommend the building of a new Jail, the present one we consider unsafe, poorly ventilated and the sanitary conditions very bad.

We also recommend that the Commissioners furnish the Sheriff with a stable and urge that the same be done at once.

Respectfully submitted
Noah Cook Foreman

Sept. 9th 1898

Court adjourned until 10 o'clock A.M. Monday Sept 12, 1898

Monday Sept. 12th 1898

Court convened at 10 30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow.
Judge.

7591 William Huston vs Ripley C. Hoffman et al John G. McGuffey } Court of Common Pleas Union County, Ohio.

This day came the plaintiff in person, also appeared in open Court, for and on behalf of said defendants, R. L. Wordburn, an Attorney at law of this Court, and by virtue of the warrant of attorney 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 Eleven Hundred and Seventeen dollars and Sixty Eight cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and release 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 Eleven Hundred and Seventeen Dollars and Sixty Eight cents, being the amount of said note with interest computed at 8 per cent per annum from the 2nd day of April A.D. 1897, and also his costs herein expended, taxed at $, and it having been made to appear to the Court that the defendant John G. McGuffey is surety only on said note, he is hereby certified as such surety.

7247 Maggie F. Thompson vs William Thompson } 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 demurrer to said petition, and that said parties were married as set forth in the petition; that the plaintiff has a bona fide residence of Union County, in this State for one year before the filing of the petition herein, that the plaintiff was willfully abandoned by the defendant and also grossly neglected her without any just cause for the term of three years, and that plaintiff is entitled to a decree of divorce, and the same is hereby granted. September 9th, 1898.

7290 Maggie M. Bell vs Patrick Smith et al } Court of Common Pleas Union County, Ohio.

This day this case came on for hearing on plaintiffs demurrer to defendants second count in his amended answer; demurrer sustained and leave given defendant to file a second amended answer in ten days.

Monday Sept 12th 1898

Special Venire

The State of Ohio, Union County ss:

To J. Ed Robinson, Sheriff of said County, Greeting:

We command you that you summon the following named persons, to-wit:

Name	Township
Cal Figley	Paris
W. C. Lawrence	"
W. L. James	"
Dyer Reed	"
B. C. Bailey	"
T. M. Brannon	"
Fred B. Fleck	"

To be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville, on the 12th day of September, in the year of our Lord one thousand eight hundred and Ninety eight, 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, in the case of John B. Morris vs Edmond Dilsaver, 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 12th day of September A. D. 1898.

(Seal)

J. N. Gossell, Clerk
Common Pleas Court Union County, Ohio.

Marysville, Ohio, September 12th, 1898.

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
Cal Figley	Paris	Sept 12	Personally
W. C. Lawrence	"	" "	"
W. L. James	"	" "	"
Dyer Reed	"	" "	"
B. C. Bailey	"	" "	"
T. M. Brannon	"	" "	"
Fred B. Fleck	"	" "	Residence

J. Ed Robinson, Sheriff
Union County, Ohio.

Monday Sept. 12th 1898

Court of Common Pleas
Union County, Ohio.

7168 John B. Morris
vs
Edmund Delsarr

This cause is dismissed, and by agreement each party is to pay his own costs, and this action shall be a bar to any future action.

It is therefore adjudged by the Court that the plaintiff pay the costs made by him and the defendant the costs made by him, and in default of payment execution is awarded therefor.

7412

Court adjourned until 8.30 O'clock tomorrow morning.

Tuesday Sept 13th 1898

Court convened at 8 30 O'clock A. M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

Dr. S. K. Scott
vs
Simon Fildo

Court of Common Pleas
Knox County, Ohio.

This day this cause came on to be heard on the demurrer of the defendant to the second defense set up in the plaintiffs' reply and having fully heard the same the court find that there is a cause of defense stated therein and said demurrer is therefore overruled.

G. O. Smith
vs
Chas. W. Sway

7412

Court of Common Pleas
Knox County, Ohio.

This day this cause has been settled at plaintiffs costs.

Court adjourned until 8 30 tomorrow morning.

Wednesday Sept 14, 1898

Court convened at 8 30 O'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

Caroline N. Chase
vs
Maggie E. Gill et al
7536

Court of Common Pleas
Union County, Ohio.

This cause now coming on for hearing, was submitted to the Court on the pleadings viz: the petition, answer and cross-petition of the defendant L.A. Smith and answer and cross-petition of Thomas B. Graham one of the defendants aforesaid.

The Court having previously granted order for foreclosure for plaintiff and defendant L.A. Smith as first and best lien on the premises hereinafter discribed.

And the Court further find that there is due to the defendant Thomas B. Graham from the defendant Maggie E. Gill and J. S. Gill, on the note set up in his cross-petition including interest to the first day of this term, the sum of Two Hundred and Forty Eight ($248) Dollars, with interest at 8% from the first day of this term; And the Court further find that in order to secure the payment of said note the said defendants Maggie E. Gill and J. S. Gill her husband executed and delivered to said Thomas B. Graham, their certain mortgage deed as in the cross-petition described, and on the premises therein discribed; That said mortgage was duly recorded in book 35, pages 196 & 197 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises discribed in the cross-petition, and that the conditions of said mortgage have been broken.

It is further considered by the court that the defendant Thomas B. Graham recover from his Co-defendants the said sum of Two Hundred and Forty Eight ($248) Dollars, with interest at 8% from the first day of this term, and adjudged and decreed that unless said defendants, Maggie E. Gill and J. S. Gill shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case, and to the plaintiff, and to the defendants, Thomas B. Graham the sum so found due as aforesaid, with interest from the first day of this term, the said defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this court for further order.

George W. Potts
vs
Francis J. Arthur, Admr. &c
7485

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard, and the parties in open Court having waived a trial by Jury, was submitted to the Court for trial and judgment, and the Court having heard the evidence adduced by the parties and the argument of the counsel and being fully advised in the premises doth find the facts and allegations stated in the petition to be true, and that there is due to the plaintiff Geo. W. Potts from the defendant Francis J. Arthur as Administrator of the estate of Samuel Johnson, deceased, the sum of $207 79, and said Administrator is ordered by the Court to allow the same as a valid claim against the said estate of Samuel Johnson, dec'd; Wherefore it is adjudged by the Court that, the said defendant Francis J. Arthur as Administrator of the estate of said Samuel Johnson

Wednesday Sept. 14, 1898

allow the said sum of $207.70, with 8 per cent interest from the first day of this term, together with costs in this behalf expended taxed at $, as a valid claim in settlement of his trust.

John L. Thompson, vs A. D. Browning } Court of Common Pleas Union County, Ohio.

This cause coming on for hearing this 14th day of September, 1898, and it appearing to the Court that the defendant by his answer herein filed fails to put in issue the item of $5.00 claimed in the petition; it is therefore considered and adjudged by the Court that plaintiff recover from defendant said sum of $5.00 and his costs herein expended; And as to the balance of plaintiffs claim this cause is continued, and leave is granted plaintiff to file his reply instanter, and the same is accordingly filed.

Court adjourned until 10.30 O'clock A.M. Monday Sept. 19, 1898.

Monday Sept 19th 1898

Court convened at 10 o'clock A.M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

7388

7588 Morris W. Foster vs Alice Foster } Court of Common Pleas, Knox County, Ohio.

This day came the defendant and moved the Court for leave to file answer and cross-petition in the above entitled case.

Whereupon the Court being fully advised in the premises do grant such leave and answer filed.

973

H. L. Mann vs The School Board of Washington Township } The Court of Common Pleas, Knox County, Ohio.

This day this cause came on for trial and both parties thereupon waived the right of right of trial by jury and submitted the same to the Judge, and the Court being fully advised in the premises and having heard the evidence and the arguments of Counsel the Court is of the opinion that plaintiff ought to recover of the defendant The School District of Washington Township, Knox County, Ohio, the sum of Two Hundred and seventeen & 4/100 dollars with interest from June 15th, 1897.

It is therefore considered ordered adjudged and decreed by the Court that the said plaintiff recover of the said defendants The School District of Washington Township, Knox County Ohio, the sum of Five Hundred and Thirty Five & 54/100 Dollars, and his costs herein taxed at $, Thereupon the defendants took exceptions and gave notice of appeal and thereupon the Court fixed the amount of appeal bond at $100.00.

7579 David S. Argo vs Thomas A. Mapes et al } Court of Common Pleas, Knox County, Ohio.

This day came the defendants by their Attorney and moved the Court for leave to file answer in the above entitled cause; Whereupon the Court being fully advised in the premises grant leave to file answer within ten days.

7588 Mollie A. B. Cisna vs John Black and Mainda Black } Court of Common Pleas, Knox County, Ohio.

On motion of defendants to have plaintiff secure costs in above case, for the reason that plaintiff is a non resident of the county, motion sustained and plaintiff required to give security for costs within thirty days, Sept. 19, 1898.

Monday Sept. 19th 1898

7388 D. K. Scott vs Simon Fildo } Court of Common Pleas Union County, Ohio.

This day came the parties and their Attorneys and in open Court announced that they had agreed upon terms of settlement as follows:

The defendant has paid plaintiff the sum of fifty dollars, and that is accepted in full of the account set forth in the petition

The parties agreed upon terms of payment of costs as follows:

The judgment for costs heretofore rendered against the plaintiff is to be set aside and a judgment rendered against the defendant for one half of the costs made in the case, and a judgment against the plaintiff for the other one half of the costs, and by agreement there is to be no record.

It is therefore ordered by the Court that the judgment for costs heretofore rendered against the plaintiff be, and the same is set aside and held for naught, and it is further adjudged that the plaintiff pay one half the costs made in the case and that the defendant pay the one half of the costs made in the case and in default of payment by either party execution is ordered against him, and it is ordered that there be no record.

973 State of Ohio. vs. John Page } Court Common Pleas, Union County, Ohio. Indictment for Selling intoxicating liquors on Sunday.

Sept. 19th, 1898.

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 guilty as he stands charged in the first count of said Indictment,

Whereupon this cause is continued for sentence,

Monday Sept. 19th A.D. 1898.

Court of Common Pleas
Erie County, Ohio.

Orena Warbo
vs
7501 Lafayette D. Warbo

And now comes the said plaintiff by John M. Broderick her 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 Erie, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty as charged in the petition and supplemental petition herein, 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 Orena Warbo and Lafayette D. Warbo 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: Charles Warbo, Harry Warbo, Nettie Warbo, Guest Warbo and Garfield Warbo of the said parties hereto be, until the further order, confided to the said plaintiff, Orena Warbo and the said defendant, Lafayette D. Warbo is hereby enjoined from interfering in any manner with either of said children or with plaintiff in the custody, care, education and nurture of them until further order of this Court.

It is further ordered, adjudged and decreed that the plaintiff recover of said defendant the sum of Five Hundred Dollars, as her reasonable alimony herein,

It is further ordered, adjudged and decreed by the Court that the temporary injunction heretofore granted be, and the same hereby is made perpetual restraining said defendant from selling, conveying, transferring or incumbering the said real estate described in the petition herein, until said judgment and costs herein are fully paid.

It is further considered by the Court that the said plaintiff, Orena Warbo recover from said Defendant Lafayette D. Warbo her costs herein expended.

Monday Sept. 19th A.D. 1898.

State of Ohio, vs James Curtis } Court of Common Pleas, Union County Ohio. Indictment for Rape.

This day 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 doth the like.

And it appearing that said defendant is in indigent circumstances and unable to employ Counsel, the Court at his request assigned Richard L. Cameron as counsel to defend him.

Court adjourned until 8 30 O'clock tomorrow morning.

Tuesday Sept. 20th 1898

Court convened at 8 30 O'clock A. M. pursuant to adjournment
Present Hon Duncan Dow
Judge.

To the Clerk:
Issue a special Venire for the following to serve as jurors in case of Zella Matter Admr. vs John M. Eirich Admr.
Cal Figley; R. S. Bonnett; John Nicely; B. C. Bailey and Jeremiah Miller.
Duncan Dow, Judge.

Special Venire

The State of Ohio, Union County, ss
To J. Ed Robinson Sheriff of said County. Greeting:
We command you that you summon the following named persons, to-wit;

Name	Township
1 Cal Figley	Paris
2 R. S. Bonnett	"
3 John Nicely	"
4 B. C. Bailey	"
5 Jeremiah Miller	"

, to be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville, on the 20th day of September, in the year of our Lord one thousand eight hundred and Ninety Eight, at 1 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, in the case of Zella Matter, Admr. vs John M. Eirich, Admr. and have then and there this writ;
In testimony Whereof I have hereto set my hand, and affixed the seal of said Court, at Marysville, this 20th day of September A. D. 1898.
(Seal)
J. N. Grenell Clerk,
Court of Common Pleas, Union County, Ohio.

Marysville Ohio, Sept. 20th, 1898.
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
1 Cal Figley	Paris	Sept 20	Personal
2 R. S. Bonnett	"	" "	Not served
3 John Nicely	"	" "	Personal
4 B. C. Bailey	"	" "	"
5 Jeremiah Miller	"	" "	"

J. Ed Robinson, Sheriff
Union County, Ohio.

To the Clerk:
Issue a Special Venire for the following to serve as jurors in case of Zella Matter Admr. vs John M. Eirich Admr.
Dyer Reed; Thomas McCleery; B. F. Carmean; W. P. Bailey; Burl McLaughlin; W. L. James; Rolla Howard and J. W. Tilton.
Duncan Dow
Judge.

Tuesday Sept. 20th 1898

Special Venire.

The State of Ohio, Union County ss:

To J. Ed Robinson, Sheriff of said County, Greeting:

We command you that you summon the following named persons, to-wit:

Name	Township
1 Dyer Reed	Paris
2 Thomas McElwrey	"
3 B. F. Cameron	"
4 Burl McLaulin	"
5 W. E. Bailey	"
6 W. L. James	"
7 Rolla Howard	"
8 J. W. Tilton	"

to be and appear before our Court of Common Pleas of the said County of Union, at the Court House in Marysville, on the 20th day of September, in the year of our Lord one thousand Eight hundred and Ninety Eight at 1 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, in the case of Zella Matter Admr. vs John M. Fired Admr. and have then and there this writ.

In Testimony Whereof, I have set my hand and affixed the seal of said Court at Marysville, this 20th day of September A.D. 1898.

(seal)

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

Marysville, Ohio, Sept. 20th, 1898.

The following named jurors were severally summoned by me, as within required, on the days and in the manner hereinafter specified.

Name	Township	When Served	How Served
1 Dyer Reed	Paris	Sept. 20	Personally
2 Thomas McElwrey	"	" "	"
3 B. F. Cameron	"	" "	Personally
4 Burial McLaughlin	"	" "	"
5 W. E. Bailey	"	" "	"
6 W. L. James	"	" "	"
7 Rolla Howard	"	" "	"
8 J. W. Tilton	"	" "	"

J. Ed Robinson Sheriff
Union County, Ohio.

7569 Celista Rizer vs D. Sherman Rizer } Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff by James E. Robinson 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.

Tuesday Sept. 20th 1898

The Court further find, upon the evidence adduced, that the defendant has been guilty of extreme cruelty toward the plaintiff herein, 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 Celesta Rizor and D. Sherman Rizor 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 child, to-wit: Lee Rizor of the said parties hereto be, until the further order, confided to the said Celesta Rizor, and the said D. Sherman Rizor is hereby enjoined from interfering in any manner with said Child, or with Celesta Rizor in the Custody, Care, Education and nurture of him until further order of this Court.

And it is ordered that the said plaintiff pay the costs of this prosecution.
Sept 21st, 1898.

7435

7446 Jason D. Morse vs James L. Smith } Court of Common Pleas Miami County, Ohio

This day this cause is settled at defendants costs by agreement of the parties herein.
Sept. 21, 1898.

7310 Zella Matter, Admr.ee, vs John M. Eirich, Admr.ee } Court of Common Pleas Miami County, Ohio.

7557

This day this cause is settled by agreement of parties at defendants costs; Costs paid and nor record.
Sept. 21, 1898.

Court adjourned until 8 30 O'clock A.M. tomorrow Morning

Wednesday Sept. 21st 1898

Court Convened at 8 30 O'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge.

Thomas Reed,
vs
B. C. Bales

Court of Common Pleas
Mrion County Ohio

This day this case came on for hearing on defendants motion to strike plaintiffs petition from the files and correct other claimed errors;

The Court being fully advised in the premises overruled, defendants motion, defendants required to further plead by September 26.

Approved, Dow, Judge.

7435

John L. Thompson,
vs
A. D. Browning

Court of Common Pleas
Mrion County, Ohio.

The above case having been settled by mutual agreement, each party paying one half of the costs in both Justice and Common Pleas Courts and John L. Thompson releasing all claims to uncollected partnership accounts and the final settlement of all differences arising out of the partnership of the said parties.

It is therefore ordered that each party pay one half the costs and the above case be dismissed.

7557

The Cleveland Stone Co.,
vs
Timothy L. Tobin et al

Court of Common Pleas
Mrion County, Ohio

This day this cause came on to be heard by the Court upon the petition of the plaintiff and the answer and cross-petition of the defendant J. H. Kirkade, the said defendant Timothy L. Tobin being in default for answer or demurrer to the said petition and said Cross-petition.

The Court finds that said defendant Timothy Tobin has been duly served with summons in this case and the Court having heard the proofs and evidence adduced by the parties and being fully advised in the premises, doth find:

1. All and singular the statements contained in said petition and in said Cross-petition to be true.

2. That there is now due to the plaintiff from the said defendant Timothy L. Tobin upon the judgment as in plaintiffs petition set forth the sum of $125 65 which is entitled to draw interest at the rate of Eight per cent per annum from the first day of the present Term of this Court to-wit, from Sept 6th 1898.

3. That there is also due the plaintiff from said defendant the sum of $2 60 and 50 cts. costs on filing of transcript making $3 10 which said sum is entitled to draw interest at the rate of 6 per cent from the first day of this term to-wit, Sept. 6, 1898.

4. That there is due to said defendant J. H. Kirkade upon the causes of action stated in his Cross-petition herein from said Timothy (L) Tobin the sum of ($105 56) One hundred and five dollars and fifty six cents, which is entitled to draw interest at the rate of 6 per centum per annum from the first day of the present term of this Court, to-wit, from the 6th day of September, 1898.

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The Court further finds that said mortgage of said J.H. Kinkade be foreclosed.

5. 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 liens of the parties hereto upon said mortgaged premises is as follows:

First, mortgage lien of J.H. Kinkade $105 5/6;

Second, judgment lien of The Cleveland Stone Co. for $125 65 debt and $3 00 costs.

Wherefore it is adjudged by the Court that the said Cross-petitioner J.H. Kinkade recover against the said Timothy (L) Tobin the said sum of $105 5/6, together with his costs in this behalf and 8 % int. from Sept. 6, 98, and that the Cleveland Stone Company the plaintiff recover against the said Timothy L Tobin the said sum of $125 65/100 with 8 % int. from Sept. 6/98 and $3 00 with 6 % int. from Sept. 6, 1898, together with its costs in this behalf expended, taxed at $, for all of which or either of which execution is awarded. 7575

And it is further ordered by the Court that unless the said defendant, Timothy L. Tobin pay or cause to be paid said above adjudged sum of money to the plaintiff The Cleveland Stone Company, and said above adjudged sum to the said Cross-petitioner said J.H. Kinkade 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.

7585 A. J. Whitney
vs
James C. McClary 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 defendants being in default for answer and demurrer the Court find the allegations of the petition are confessed by them to be true, and the cause was submitted to the Court; On Consideration whereof the Court find that due and legal notice has been given to all of said defendants as provided by law; that said plaintiff is now in the peaceable possession of said premises described in the petition and was in such possession thereof at the time of bringing this action, and that he had the legal estate in, and was entitled to the possession of the same; that the said James C. McClary is dead leaving no issue, and that said defendants William N. Hornbeck and Lewis H. Hornbeck are the sole heirs and legal representatives of said James C. McClary, deceased, and that they have conveyed all their right, title, interest, claim and demand of, in and to said premises, legal or equitable, both in their own right and as heirs of said James C. McClary, deceased to said plaintiff A. J. Whitney, by a good and sufficient deed of general warranty; 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 the petition.

It is therefore ordered, adjudged and decreed, that the title and possession of the said A. J. Whitney to all and singular the premises in the petition described to-wit; Situate in the Township of Paris, County of Union and State of Ohio, part of Survey No. 5138, Beginning at a stake (witness White oak Beech and Ash) in the center of the Marysville and Kenton Road, and South east corner to said Survey No. 5138; Thence with the center of said 7584

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road and east line of said Survey N. 8½ 40' W. 132 poles to a stone, south-east corner to that part of said Survey No. 5138 which was devised by James C. Dino to Nancy Dino; thence with the south line of said lands S. 80½ W. 280 poles to a stake, a corner to said lands in the Center of Mill Creek; thence down said Creek with the meanders thereof to the south line of said Survey No. 5188: thence with said line N. 80½ E. 280 poles to the beginning, Containing 237 57/100 acres, more or less, be, and the same hereby are quieted as against the defendants, and each and every one of them, and all persons claiming under them, or any of them; and they are hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of said A. J. Whitney, his heirs or assigns thereto.

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

75 75 — Farmers Bank vs W. Y. Roots — Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff, The Farmers Bank and the evidence; on consideration whereof the Court find that the defendant W. Y. Roots has been duly served with summons in this case, and that he is in default for answer and demurrer, and that the allegations of the said petition is thereby confessed by him to be true; and that there is due the said plaintiff, The Farmers Bank, from the said defendant W. Y. Roots on the promissory note set forth in the said petition to the first day of this term, to-wit: September 5, 1898, the sum of Three Hundred and Ten Ed 27/100 Dollars.

The Court further find that in order to secure the payment of said promissory note the defendant W. Y. Roots, who then was and now is an unmarried man, executed and delivered to said plaintiff, The Farmers Bank his certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 34, page 438, of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court that the said The Farmers Bank, recover from the said defendant W. Y. Roots the said sum of Three Hundred and Ten Ed 27/100 Dollars, with eight per cent interest from and after September 5, 1898, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant W. Y. Roots, 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 thereon from and after Sept. 5, 1898, 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.

75 84 — Zoe Bell vs Lewis Cranston — Court of Common Pleas, Union County, Ohio.

This cause is continued by order of Court.

Wednesday September 21st 1898

7577 Township Trustees of Union Township, Union County, Ohio. vs W. H. Roots

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff The Trustees of Union Township, Union County, Ohio, and the evidence; on consideration the Court find that the defendant W. H. Roots has been duly served with summons in this case, and that he is in default for answer and demurrer, and that the allegations of the said petition is thereby confessed by him to be true; and that there is due the said plaintiff, The Trustees of Union Township, Union County, Ohio, from the said defendant W. H. Roots on the promissory note set forth in said petition to the first day of this term, to-wit; September 5, 1898, the sum of Five Hundred and Thirty one & 75/100 Dollars.

The Court further find that in order to secure the payment of said promissory note, the defendant W. H. Roots, who then was and now is an unmarried man, executed and delivered to said plaintiff, The Trustees of Union Township, Union County, Ohio, his certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 36, page 582, of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered and adjudged by the Court, that the said plaintiff, The Township Trustees of Union Township, Union County, Ohio, recover from the said defendant W. H. Roots the said sum of Five Hundred and Thirty one & 75/100 Dollars, with six per cent interest thereon from and after September 5, 1898, and its costs herein expended.

And it is further ordered and decreed that unless the said defendant W. H. Roots, 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 six per cent interest thereon from and after September 6th, 1898, 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.

7586 Caroline N. Chase vs Maggie C. Gill 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 orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed; - And it is further ordered that the Sheriff convey to the purchaser Caroline N. Smith, by deed according to law the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County. - And the Court coming now to distribute the proceeds of said sale amounting to $1316.00, it is ordered that the Sheriff out of the money in his hands pay =

1st = To the Treasurer of this County, taxes, penalty and interest against said property to-wit; the sum of $ $63.01

2nd = The costs of this action, taxed to

3rd = To Caroline N. Chase, the amount heretofore found due her with interest to-wit; the sum of $783.20

4th = The defendant L. A. Smith, the amount heretofore found due him, with interest thereon to-wit; the sum of $

Court adjourned until 10 o'c Tuesday Morning Sept. 27th 1898

Tuesday Sept. 27th 1898.

Court convened at 10 30 O'clock A.M. pursuant to adjournment.

Present Hon. Duncan Dow.

Judge.

7290 Maggie M. Bell vs Patrick Smith et al } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard upon the motion of the defendant Patrick Smith to require the plaintiff to give security for costs.

On consideration whereof the Court overrules the said motion, and this cause is continued. defendant excepts to overruling his motion for security for costs.

970 The State of Ohio vs James Curtis } Court of Common Pleas, Union County, Ohio.

Indictment – Rape.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, the prisoner James Curtis being brought into Court in custody of the Sheriff, also the following named persons as jurors, to-wit: (1) W. P. Royal, (2) J. C. Jenkins, (3) Frank Scott, (4) George Liggett, (5) Milo N. Kirk, (6) J. F. Spain, (7) John Wiley, (8) W. D. Blue, (9) Walter C. Balis, (10) Ed McCombs, (11) S. B. McCullough (12) William Cartmell, who were duly empanelled and sworn according to law, and the said jury having heard the evidence and the arguments in part, this case is continued until 8 30 O'clock to-morrow morning.

Special Venire in State of Ohio vs James Curtis.

Wm Cartmell, James Carter, Burl McLaughlin, Wm Robinson, J. M. Bramon.

Issue for above.

D. Dow,
Judge.

Special Venire.

The State of Ohio, Union County, ss.

To J. Ed Robinson, Sheriff of said County, Greeting:

We command you that you summon the following named persons, to-wit: Wm Cartmell, James Carter, Burl McLaughlin, Wm Robinson and J. M. Bramon, to be and appear before our Court of Common Pleas of the said County, at the Court House in Marysville on the 27th day of September, in the year of our Lord one thousand eight hundred and Ninety eight, forthwith, 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. James Curtis, on an indictment for Rape, 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 27th day of September A.D. 1898.

(Seal)

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

Marysville, Ohio, September 27th, 1898.

The following named jurors were severally summoned by me, as within required, on the days and in the manner hereinafter specified.

September 27th A.D. 1898

Name	Township	When Served	How Served
Wm Cartwell	Paris	Sept. 27th	Personal
James Carter	"	" "	"
Benl McLaulin	"	" "	"
Wm Robinson	"	" "	"
T. M. Brannon	"	Not found.	

L. Ed Robinson, Sheriff
Wayne County, Ohio.

7562

A.B. Robinson et al
Mary E. Robinson, Executors
vs
John H. Wood et al

Court of Common Pleas
Wayne County, Ohio.

This day the defendant A.B. Robinson asked leave of the Court to withdraw his answer and reply to the cross-petition of John H. Wood in this case and there being no objections the same was ordered by the Court to be withdrawn and taken from the files.

Michael A. Rogers
vs
The Board of County Commissioners of Wayne County, Ohio

Court of Common Pleas
Wayne County, Ohio.

Leave is given to answer in this case in 30 days.

Beech Downing & Company
vs
Robert Purdam et als

Court of Common Pleas
Wayne County Ohio.

7583

This day came this cause on to be heard and the plaintiff asked and had leave of the Court to dismiss this action as to Sarah Caulkins and James Caulkins.

It is therefore adjudged by the Court that this action stand dismissed as to said Sarah Caulkins and James Caulkins and that they recover of the plaintiff their costs herein expended.

7359

William Wellwood
vs
Elizabeth Stevenson

Court of Common Pleas
Wayne County, Ohio

Leave is granted the defendant to file answer in 30 days and cause continued.

September 27th 1898

7562 Mary Hunt
vs
Emery Lane Hunt } Court of Common Pleas
Union County Ohio.

This day this cause came on for hearing upon the return of the Sheriff and the Commissioners herein, of their proceedings in the assignment of dower under the former order of this Court, and on motion to confirm the same.

And the Court being fully advised in the premises, find said proceedings and assignment in all respects correct and in conformity to law, and hereby approve and confirm the same.

It is therefore ordered and decreed that the said Mary Hunt have and possess the lands so assigned, to-wit:

Situate in the County of Union, in the State of Ohio, and bounded and described as follows, to-wit:

Beginning at a stone S. W. corner to the following described tract of land and N. W. corner to Dunn's Survey No. 11,012; thence with said Survey line S. 60 deg. 45 min. E. 58 1/3 poles to a stone, corner to Rufus Andrews land; thence with his line N. 2 deg. 30 min. E. 64 4/5 poles to the center of the pike road; thence with one of the Bailey's lines N. 3 deg. 30 min. E. 131 poles to a stone; thence with another of his lines N. 78 deg. W. 51 8/5 poles to a stake 13 feet in the Unionville pike; thence with said pike S. 3 deg. 30 min. W. 170 poles and two links to the place of beginning, containing Fifty Nine and one half Acres more or less, and being the same land conveyed to Rufus Andrews by A. K. Minthorn Feb. 11th 1881.

It is further by the Court ordered that the plaintiff pay one third of the costs and the defendant pay the balance of said costs, to-wit, the remaining two thirds of the costs in the above entitled cause, taxed to $

7583 Charles S. Cheney
vs
Wesley G. Cheney et al } Court of Common Pleas
Union County, Ohio.
Sept. 12th 1898.

And now this cause coming on to be heard upon the petition for partition and the consent to the partition therein prayed for and the evidence.

On consideration whereof the Court find that all the defendants have been duly and legally notified of the filing and pendency hereof, and that all the defendants except the said Rush B. Cheney are of the age of majority and that the said Anna M. Cheney is the legally appointed and qualified guardian of the person and estate of the said Rush B. Cheney, and that she is duly authorized to act as such guardian=

The Court further find that said Lorenzo Cheney, in his life time made the several advancements set forth in the petition, and that they were to be taken and considered as part of his Real Estate, and that the said Lorenzo Cheney died seized in fee simple of the lands described in the petition, and that he left the said Anna M. Cheney, his widow, who is entitled to dower in said lands, and that the said Lorenzo Cheney left as his only heirs at law and legal representatives, the plaintiff and other sons and daughters as set forth in the petition, and that the personal estate of said Lorenzo Cheney is more than sufficient to pay his debts and expenses of Administration.

The Court further find that all the said parties have agreed upon an amicable partition of said lands and have among themselves duly adjusted the said several advancements, and have caused dower to be assigned, and the said

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lands surveyed and divided in a manner that is just and Equitable and especially advantageous to the said minor Rush B. Chaney, and that the said Anna M. Chaney as the Guardian of said Rush B. Chaney has agreed to said amicable partition for him and on his behalf, and that she is by law so authorized to do.

The said parties having reduced its terms of said Amicable partition to writing with survey and plat now produce the same to the Court duly signed by all the parties in interest - the said Anna M. Chaney signing for and on behalf of said Rush B. Chaney and the parties in open Court ask that the said amicable partition may be approved and confirmed by the Court and order to be recorded.

It is therefore considered ordered and decreed by the Court that the said Amicable partition be, and the same hereby is approved and confirmed, and ordered to be filed herewith and made a part of the record hereof, and the terms of the said amicable partition are made a part of the terms of this decree.

It is ordered and decreed by the Court that the said Anna M. Chaney have and possess, as and for her dower, the tract of One hundred and fifty two acres, described in said plat and numbered Lot No. One - and that she be divested of dower in all the other lands.

II. That subject to said dower the said Rush B. Chaney have and hold in severalty the said tract of One hundred and fifty two acres, being Lot No. One, and that he be divested of all interest in the other lands.

III. That the said Elva C. Gunder have and hold in severalty as and for her share the tract of Eighty Seven and 55/100 acres described in said plat, and numbered Lot Two; and that the said Elva C. Gunder pay to Charles S. Chaney the sum of One hundred Dollars, and to Wesley G. Chaney the sum of One hundred and ~~Twenty~~ Five dollars, and to Allonzo Sandus the sum of Ten hundred and twelve and 50/100 Dollars, and that the said lands herein set off to said Elva C. Gunder stand charged with the payment of the same, and that said Elva C. Gunder be divested of all interest in the other lands.

IV. That the said Cora C. Handley have and hold in severalty as and for her share, the tract of Thirty two acres described in said survey and plat and numbered Lot Three - and that she be divested of all interest in the other lands.

V. That the said Wesley G. Chaney have and hold in severally as and for his share the tract of Seventy One & 14/100 acres described in said plat and numbered Lot Four - and that he be divested of all interest in the other lands -

VI. That the said Martha Blake have and hold in severally the tract of Seventy Seven acres described in said agreement and plat, and numbered Lot Five - and that she be divested of all interest in the other lands -

VII. That the said Sterling S. Chaney have and hold in severally the tract of One hundred and two acres shown on said plat and numbered Lot Six - and that he be divested of all interest in the other lands -

VIII. That the said Alonzo Sandus have and hold in severally the tract of land described as follows - Situate in the County of Union and State of Ohio, in Survey No. 9899, in Jackson Township.

Beginning at an Ash stump in the prairie in the Greenville treaty line; thence S. 78. W. 116 poles to two ashes and a Lynn tree; thence N. 11° 11' W. 103½ poles to a stake; thence N. 78. E. 116 poles to a stake; thence S. 11° 11' E. 104 poles to the beginning, containing 75 3/4 acres, and that she be divested of all interest in the other lands.

It is further ordered that the said plaintiff be divested of all interest in the said lands -

7526

948

Tuesday Sept. 27th 1898

And the Clerk is hereby directed to have so much of this decree as will show the transfer of Title to the said parties put on record in the office of the Recorder, and that the said several parties hold their said lands severally in fee simple, but the said Anna M. Cheney shall hold hers for life only; and the said Rush B. Cheney in fee simple after the termination of said dower estate.

And it is ordered that the costs of this action, including a counsel fee of $365.00 to Cameron & Cameron for their services herein taxed at $ be paid as follows; by the widow 1/9 part thereof and by each of the children of said Lorenzo Cheney 1/9 part thereof.

7526 J. N. Robinson vs John H. Wood et al } Court of Common Pleas, Union County Ohio.

This day this cause came on for hearing on motion of the plaintiff to confirm the sale of part of Out Lot No. 70 in the Village of Marysville heretofore made herein, and the Court being fully advised in the premises, and on careful examination of the proceedings of the Sheriff herein in that behalf, find that said proceedings and sale have been had in all respects in conformity to the order of the Court, and the statutes in such case provided.

It is therefore considered, ordered and adjudged that said sale be and the same hereby is approved and confirmed, and the said Sheriff is ordered to convey said premises to said purchaser Abbie R. Wood & Catharine Wood by a good and sufficient deed.

And the Court coming now to distribute the proceeds of said sale, order that the Sheriff out of the money in his hands, viz. $1975.00

Pay: 1st, The taxes, penalty and interest on said premises amounting to $86.84

2nd. The costs of this action (pertaining to said premises) amounting to $44.54

Leaving a balance of $1843.62

of which the Court finds 4/5 ($1474.90) belongs to John H. Wood and 1/5 ($368.72) belongs to Hylas Wood

Out of said John H. Woods interest, viz: $1474.90

he pay 1/2 of plaintiffs mortgage & interest amounting to $286.21 Ed

The Mortgage of the Farmers Bank, amounting to $729.77

The balance to said John H. Wood to apply on his judgment $458.92

$1474.90

Out of said Hylas Woods interest, viz: $368.72

he pay 1/2 of plaintiffs mortgage & interest amounting to $286.21 Ed

the balance to the Bank of Marysville to apply on the judgment $82.51

$368.72

948 State of Ohio vs Pearl Gibson } Court of Common Pleas, Union County, Ohio. Indictment for Assault and Battery.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant coming into Court and by agreement of all parties the defendant is again arraigned upon said indictment, and for plea thereto saith he is guilty.

The Court then inquired if he had anything to say why judgment should not be passed against him, and having nothing to say, and showing no good and sufficient cause why judgment should not be pronounced, it is therefore considered, ordered and adjudged by the Court that the said defendant pay a fine of five dollars and the costs of this prosecution, for which execution is awarded.

Court adjourned until 8 30 O'clock tomorrow morning

Wednesday Sept. 28th 1898

Court convened at 8 o'clock pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

970 The State of Ohio vs James Curtis } Court of Common Pleas Union County, Ohio. Indictment, for Rape.

This day again came the Prosecuting Attorney on behalf of the State of Ohio; the defendant James Curtis being brought into open court in custody of the Sheriff, also came the jury heretofore impanelled and sworn herein according to law, and the jury having heard the remaining argument of Counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes the said jury into open court with their verdict in writing signed by their foreman and says:

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 James Curtis do find that the prisoner at the Bar James Curtis Guilty.

J. C. Jenkins Foreman.

7516 J. H. Wall vs Susan A. Miller et al } Court of Common Pleas Union County, Ohio.

This day came the parties by their attorneys, also came the following named persons as jurors, viz. nit:
(1) W. P. Royal, (2) Frank Scott, (3) George Liggett, (4) Milo N. Kirk, (5) J. F. Spain, (6) John Wiley, (7) W. D. Blue, (8) L. W. McAllister, (9) Walter W. Bales, (10) Ed McCombs, (11) S. B. McCullough, (12) D. A. Savage; who were duly impanelled and sworn according to law, and after hearing the evidence adduced in part, the hour for adjournment having arrived, this cause was continued until 8 o'clock tomorrow morning.

7526 A. B. Robinson Ed Mary E. Robinson Executors &c. vs John H. Wood et al } Court of Common Pleas Union County Ohio.

This day came the defendant A. B. Robinson and submitted to the Court his motion to set aside a confirmation of sale made in this case at this term of this Court to J. H. Kinkade of the undivided 1/3 of Lots 6-7-8-9-10 & 11 as described in plaintiffs petition, and the Court being fully advised in the premises and there not having been any purchase money paid on said sale and the said Kinkade declining to take said Lots - the said confirmation of said sale to said Kinkade is hereby set aside by the judgment and decree of this Court.

Wednesday Sept. 28th 1898

The Michigan Mutual Life Insurance Company
to
James W. Jackson et al

Court of Common Pleas
Knox County, Ohio.

This day this cause came on to be heard for the appointment of a receiver herein, and was heard on the petition and submitted to the Court;

On consideration whereof, the Court doth find that the taxes on said real estate have not been paid for several years; that said real estate is in danger of being materially injured and wasted; that the same is probably insufficient to pay the taxes and plaintiffs mortgage claim and that said application for a receiver should be granted; it is therefore ordered that J. Ed Robinson as Sheriff of Knox County, Ohio, be forthwith appointed receiver herein to take possession of said real estate, and every portion thereof, as well as the crops growing thereon, and he is or hereby appointed that he may lease the same from time to time during the pendency of this litigation for the purpose of having current crops sown on such portions of said real estate as he may deem best; that he preserve, care for and protect said premises and that he hold any money received from the same as receiver to abide the further order of this court.

Court adjourned until 8 o'clock tomorrow morning.

Thursday Sept. 29th 1898

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7516 J. H. Wall
vs
Susan A. Miller et al

Court of Common Pleas
Union County, Ohio.

This day again came the parties by their Attorneys, also came the said jury, who were heretofore impanelled and sworn according to law, and after hearing the remaining testimony and the arguments of counsel, the hour for adjournment having arrived, this case is continued until 8 30 O'clock tomorrow morning.

7559 Mary Evans
vs
Edward Evans

Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff, by J. L. Jolliff, Attorney, and the defendant having been duly served with summons and a copy of the petition herein, the Court find that the allegations therein 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. 97

The Court further find, upon the evidence adduced, that the defendant has been guilty of Extreme Cruelty and gross neglect of duty, 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 Mary Evans and Edward D. Evans be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and plaintiff restored to her former name of Wright.

It is further considered by the Court, that the said plaintiff pay the costs of this prosecution.

Sept. 21, 1898.

Court adjourned until 8 30 O'clock tomorrow morning.

Friday Sept. 30th 1898

Court convened at 8:30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7516 J. H. Wall vs. Susan A. Miller et al } Court of Common Pleas, Union County, Ohio.

This day again came the parties by their attorneys; also came the said jury who were heretofore impanelled and sworn herein according to law, and said jury after hearing the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes the said jury into open Court with their verdict in writing signed by their foreman and say=

We the jury, being duly impanelled, sworn and affirmed, find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendants at the sum of One Hundred Dollars.

John Wiley Foreman

Dated Sept. 30th, 1898.

970 State of Ohio vs. Jarvis Curtis } Court of Common Pleas, Union County, Ohio. Indictment for Rape.

Richard L. Cameron having been duly appointed Counsel for defendant herein, and having discharged his duties to said prisoner in the trial of this case, is allowed by the said Court the sum of $25.00 compensation for the same.

Ida Fisher vs. John Fisher } Court of Common Pleas, Union County, Ohio.

I allow a temporary restraining order in the above action, restraining the said John Fisher from disposing of his property as described in plaintiffs petition, also restraining him from interfering with the plaintiff in her possession of their household goods and restraining him annoying and abusing said plaintiff and from interfering with her in the possession of their children, named Daisy, Stella and Paul, all as prayed for in plaintiff's petition, until the same can be further heard.

Friday Sept. 30th 1898

The Hon. Dennis Dow, Judge of the Court of Common Pleas of Union County, Ohio, this day appointed James M. McElroy of Union Township a member of the Soldiers Relief Commission for the term of three years from this date, September 30th 1898.

Approved
D. Dow, Judge.

970

7599 J. H. Wall vs Harry C. Carr & Carrie M. Carr } Court of Common Pleas Union County, Ohio.

This day came the plaintiff by Porter & Porter, Attorneys, and filed his Petition against said defendants, and thereupon A. H. Kallefrath, 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, 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 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 Five & 93/100 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 J. H. Wall plaintiff do recover of the said Harry C. Carr and Carrie M. Carr, defendants the sum of One hundred and Sixty Five & 93/100 Dollars so confessed as aforesaid, with interest from Sept. 30th 1898 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, petition and writs of error thereon, are by said defendants waived and released.

747

7564 George Rittenhouse, Executor of the Estate of Samuel J. Rittenhouse, deceased, vs Peter Mackem } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard upon the pleadings and evidence, the defendant having failed to answer, demurrer or otherwise plead, is adjudged by the Court to be indefault and to be indebted to the plaintiff as he has alleged in his petition in the sum of Five hundred Sixty Nine & 60/100 dollars, with interest since April 1, 1898, making total due this day Sept. 30, 1898, the sum of $572.45.

It is therefore considered, ordered and adjudged by the Court that the plaintiff as such Administrator recover of the defendant the sum of $572.45 with costs of suit, this judgment to bear interest at 6 per cent from September 30, 1898, stay of execution granted until the first day of March, 1899.

Friday September 30th 1898

970 The State of Ohio vs James Curtis } Court of Common Pleas Union County Ohio.

Indictment for Rape

The defendant having been heretofore convicted of Rape was this day brought into Court in custody of the Sheriff, and informed by the Court of the Verdict of the Jury, and inquired of if he had any thing to say why Judgment Sherdd Not be pronounced against him, and having but what he had already said

It is therefore adjudged by the Court that the said defendant, James Curtis be imprisoned and confined in the Penitentiary of this State (the State of Ohio) and kept at hard laber for the period of three years. Without any Solitary Confinment, and that he pay the Costs of this prosecution for which Execution is awarded

7476 Clark Spurgeon vs John Pfarr et al } 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) W. P. Rayl, (2) J. C. Jenkins, (3) Frank Scott, (4) Miles N. Kirk, (5) J. F. Spain (6) John Wiley, (7) D. W. Blue, (8) L. W. McAllister, (9) Walter C. Bales, (10) Ed McCombs, (11) S. B. McCullough, (12) Jeff Richie; who were duly impanelled and sworn according to law, and after hearing the evidence, arguments of Counsel, 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 and say:

We the jury find that the rights of property and possession in the goods and chattels in plaintiff's petition when this suit was commenced was in the plaintiff and assess his damages in the premises at five cents.

Walter C. Bales, Foreman.

Court adjourned until 10 30 O'clock A.M. Thursday Oct 6th 1898

Thursday Oct. 6th A.D. 1898

Court convened at 10 30 o'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

7563 Anna Thompson vs John F. Thompson } Court of Common Pleas Union County, Ohio.

This cause came on this day to be heard on the petition of 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 him to be true.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and wilfull absence from 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 Anna Thompson and John F. Thompson be, and the same is, hereby dissolved, and both parties are released from the obligations of the same, and the plaintiff receive a decree of divorce, and plaintiff also pay costs.

7579 David L. Argo vs Thomas A. Maple et al } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the motion of the defendant to strike from the files; and upon full argument by counsel, it is considered by the Court that said motion be sustained, and leave granted plaintiff to verify petition instanter. Leave then given to defendant to answer in ten days.

7528 Martie Gordon vs Mary Moore et al } Court of Common Pleas Union County, Ohio.

On motion of C. E. Wharton who claims an interest in this action he has leave to become a defendant herein, and file an answer in 20 days from Oct. 6, 1898.

7516 J. H. Wall vs Susan A. Miller et al } Court of Common Pleas Union County, Ohio.

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

It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of One Hundred Dollars, together with his costs herein expended taxed at $120.16.

Thursday Oct. 6th A.D. 1898

Court convened at 10 30 O'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

7563 Anna Thompson vs John F. Thompson } Court of Common Pleas
Union County, Ohio.

This cause came on this day to be heard on the petition of 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 him to be true.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and wilfull absence from 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 [illegible] contract heretofore existing between the said A[illegible] be, and the same is, hereby dissolved, and b[illegible] of the same, and the plaintiff receive a decr[illegible]

7579 David L. Argo vs Thomas A. McPostal et al } Court of Comm[illegible]
Union [illegible]

This day this cause came on to [illegible] dant to strike from the files; and upon full [illegible] by the Court that said motion be sustained, an[illegible] petition instanter, Leave then given to defe[illegible]

7528 Martie Gordon vs Mary Morse et al } Court of Common Pleas
Union County, Ohio.

On motion of C. E. Wharton who claims an interest in this action he has leave to become a defendant herein, and file an answer in 20 days from Oct. 6, 1898.

7516 J. H. Wall vs Susan A. Miller et al } Court of Common Pleas
Union County, Ohio.

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

It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of One Hundred Dollars, together with his costs herein expended taxed at $120.16.

7392

747

Thursday Oct. 6th 1898

7392 Fannie F. Huston vs Alexander Huston } Court of Common Pleas Erie County, Ohio.

By agreement of the parties and plaintiff and Defendant herein, all matters in controversy in this cause are settled and the case is ended and marked "settled" and costs paid" on the dockets of this Court and case dismissed; Agreement on file.

Fannie F. Huston vs Fredrick Huston } Court of Common Pleas Erie County, Ohio.

By agreement of the parties plaintiff and defendant herein, all matters in controversy in this cause and claims in same are settled, and the case [illegible] of the Court, Settled and Costs paid, and dismissed,

[illegible] of Common Pleas Erie County, Ohio.

[illegible] this action having heretofore, at a former [illegible] hearing and evidence for the plaintiff, and

[illegible] ered by the court that the said plaintiff recover of [illegible] costs herein expended taxed

Aurilla Wood vs. Adolph Glick & Hannah Glick } Court of Common Pleas Erie County, Ohio.

On the application of the plaintiff herein, it was ordered that the plaintiff file separate causes of action against the defendants herein, making a docket entry for each case, numbering the separate cases 7457 and 7457 A.
Sept. 14, 1898.

Thursday Oct. 6th 1898

Fannie F. Huston
vs
7392 Alexander Huston

Court of Common Pleas
Union County, Ohio.

By agreement of the parties and plaintiff and Defendant herein, all matters in controversy in this cause are settled and the case is ended and marked "settled" and costs paid" on the dockets of this Court and case dismissed; Agreement on file.

Fannie F. Huston
vs
Fredrick Huston

Court of Common Pleas
Union County, Ohio.

By agreement of the parties plaintiff and defendant herein, all matters in controversy in this cause and claims in same are settled, and the case ended and marked on the docket of the Court, Settled and Costs paid, and dismissed, Agreement on file.

Clark Spurgeon
vs
7476 John Pfarr et al

Court of Common Pleas
Union County, Ohio.

The Jury in this action having heretofore, at a former day of this Court found on the hearing and evidence for the plaintiff, and assessed his damages at 5 cts.

It is therefore considered by the court that the said plaintiff recover of the defendant his damages so assessed together with his costs herein expended taxed at $

Aurilla Wood
vs.
Adolph Glick et al
Hannah Glick

Court of Common Pleas
Union County, Ohio.

On the application of the plaintiff herein, it was ordered that the plaintiff file separate causes of action against the defendants herein, making a docket entry for each case, numbering the separate cases 7457 and 7457 A.
Sept. 14, 1898.

Thursday Oct. 6th 1898

Certificate for Pay:

Sheriff's office Union County, Ohio

Marysville, Ohio, October 6, 1898.

To Hon. Duncan Dow, Judge

The Costs Charges for the September Term, A.D. 1898, Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio,

To J. Ed Robinson, Sheriff, Dr.

To serving Grand Jury Venire	$4.00
" 132 miles serving Grand Jury Venire,	$10.56
" Serving Petit Jury Venire	$4.00
" 108 miles serving Petit Jury Venire	$8.64
" Serving Special Jury Venire for Grand Jury	$4.00
" " " " " " Petit "	$4.00
" " Grand Jury Witnesses,	$3.20
" making 32 copies Grand Jury Witnesses	$3.20
" 382 miles travel Grand Jury Witnesses	$30.56
" Sept. 20, to serving Special Jury Venire for Petit Jury	$4.00
" " " " " " " " " "	$4.00
" Calling 37 Grand Jury witnesses,	$1.85
" Sept. 27, to serving Special Jury Venire for Petit Jury	$4.00
" 17 days for Joseph Lawrence Court Bailiff	$34.00
" 17 " " Allen Harris " " and Deputy	$34.00
Total	154.01

I hereby certify the above bill to be correct.

J. Ed Robinson, Sheriff.
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.

Oct. 6 - 1898.

Duncan Dow
Judge of the
Common Pleas Court.

7582 Henry V. Spicer, Admr. &c. Plff. in Error
vs
Harriet Williamson, Deft. in Error
} Court of Common Pleas
Union County, Ohio.

This cause came on to be heard upon the petition in error, original papers and pleadings and the transcript of the record in the Probate Court and was argued by Counsel; on consideration whereof the judgment of the said Probate Court is affirmed.

It is therefore considered that said defendant in Error recover of said plaintiff in Error her costs herein.

Ordered that a special mandate be sent to the Probate Court to carry this judgment into execution.

Court adjourned until Saturday Dec. 10th A.D. 1898. at 10 o'clock A.M.

Times for holding Court, A.D. 1898

Terms for holding Common Pleas Court, A.D. 1898.

State of Ohio, }
Tenth Judicial District }

It is ordered that the terms of the Common Pleas Court of the several Counties in said Tenth Judicial District, for the year 1899, be fixed as follows, to-wit:

Crawford County on the 30 day of January and the 17 day of April and the 18 day of September.
Hancock County on the 9th day of January and the 3rd day of April and the 18th day of September.
Hardin County on the 9th day of January and the 3rd day of April and the 11th day of September.
Logan County on the 6th day of February and the 8th day of May and the 23rd day of October.
Marion County on the 6th day of February and the 8th day of May and the 16th day of October.
Seneca County on the 6th day of February and the 1st day of May and the 23rd day of October.
Union County on the 2nd day of January and the 10th day of April and the 11th day of September.
Wood County on the 9th day of January and the 3rd day of April and the 18th day of September
Wyandot County on the 2nd day of January and the 10th day of April and the 25th day of September

It is further ordered that the Hon. Duncan Dow be designated as supervising Judge and that said terms begin at nine O'clock A.M.

October 18th, 1898.

J. M. Schaufelberger
Charles M. Mullane
Duncan Dow
Allen S. Malley
Frank Taylor
} Judges

Order to draw Jury.

State of Ohio, Union County, ss
Court of Common Pleas.

It is ordered that the Clerk of this Court, shall between the hours of 10 O'clock in the forenoon and 12 O'clock noon on the fourth Monday preceding to the setting of the Court of Common Pleas, in said County, to-wit, on the 5th day of December A.D. 1898, 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 said Jurors so drawn and Grand Jurors to be and appear before said Court of Common Pleas on the first day of the term thereof, to-wit, on the 2nd day of January A.D. 1899 at 10 O'clock in the forenoon of said day, and said Petit Jurors to be and appear before said Court on the 9th day of January A.D. 1899.

Duncan Dow, Judge of
Court of Common Pleas, Union County, Ohio.

Nov. 29th 1898.

Saturday December 10th A.D. 1898

Court convened at 10 o'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7597 The Michigan Mutual Life Insurance Company vs James W. Jackson et al } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard on the petition of plaintiff and the evidence, the defendants and each of them having been duly and legally served with notice of the pendency of this suit, and each being duly and properly before the Court, and each and all of said defendants being in default for answer, demurrer or other pleading and was submitted to the Court; on consideration thereof the Court do find that each of said defendants have had due and legal notice of the pendency of this proceeding, each having been duly served with summons herein, and that each and all of them are in default for answer, demurrer or other pleading to the petition of plaintiff, and further finds that the allegations in the petition contained are by said defendants, and each of them, confessed to be true, and that there is due said plaintiff, The Michigan Mutual Life Insurance Company, on the promissory note described in the petition, and on said mortgage securing the same, including interest as claimed in said petition, to this 10th day of December, 1898, the sum of twenty-eight hundred and one and 96/100 ($2801.96) Dollars.

7576 The Court further finds that in order to secure payment of the indebtedness of $2500.00, with interest to accrue thereon, as described in the petition, said George W. Handley and Catharine Handley, his wife, executed and delivered to plaintiff their certain mortgage deed in the form and manner as in the petition described, and on the premises therein described; that said mortgage executed and delivered as aforesaid was, on the 4th day of March, 1889, at 12:00 o'clock M. duly filed for record in the office of the Recorder of Union County, Ohio, and was afterwards by him recorded in Libor 27, page 460 of the Mortgage Records, in said office, and that said unpaid indebtedness above found due it, secured by said Mortgage, is a valid, subsisting, and existing Lien, the first and best lien on the real estate in the petition described.

It is therefore considered, adjudged and decreed that, unless the said defendants named in said petition, or either of them, shall within five (5) days from the filing of this decree pay, or cause to be paid to the Clerk of this Court, the costs of this case taxed at $ and to the plaintiff said sum of $2801.96, found due it as aforesaid, with interest thereon from the 10th day of December, 1898, according to the terms of said mortgage deed, that the equity of redemption of said defendants, and each of them, in said real estate, shall be foreclosed and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and bring the proceeds of such sale into Court to await its further orders.

It is further ordered that said Sheriff in selling said land sell with it the landlord's share of the wheat now growing thereon, and owned by the Receiver herein.

7592 Eunice Mosier vs John T. Mosier } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard and plaintiff's Attorney suggested the death of the plaintiff; on consideration whereof by the Court this is dismissed at cost of plaintiff.

Saturday December 10th 1898.

7359 William Nellwood vs Elizabeth Sturmm } Court of Common Pleas Union County, Ohio.

Leave is granted to defendant to file motion before the amended petition and same filed.

7548 Joseph J. Dickinson vs Levi L. Longbrake et al } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff for a re-appraisement herein, and it appearing to the Court that said premises had been twice advertised and twice offered for sale, and returned, not sold for want of bidders.

It is therefore ordered that a new order of appraisement and sale be issued to the Sheriff herein to appraise, advertise and sell said premises in accordance with the former order of the Court herein.

7576 The Farmers Bank vs W. G. Barto } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff to set aside the appraisement heretofore made herein, and it appearing to the Court that said appraisement was made of the entire property instead of the undivided one-half thereof, by mistake of the appraisers.

It is ordered by the Court that said appraisement be and the same hereby is set aside and held for naught, and the Sheriff is ordered to cause a new appraisement thereof to be made in accordance with the former order of this Court.

In the matter of Allowance to the Sheriff }

It is ordered by the Court that there be allowed to J. Ed Robinson, Sheriff of Union County, the sum of $300.00 to be paid out of the County Treasurer on the Warrant of the County Auditor for services for the year 1898, in criminal cases where 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 virtue of Statute 1231 of the Revised Statute of Ohio.

Dec. 10, 1898.

Duncan Dow, Judge of Court of Common Pleas.

Saturday Dec. 10th A.D. 1898

7622 John Robinson vs L. C. McDowell } 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 John M. Bordrick an Attorney at law of this Court, and by virtue of the warrant of attorney to the note attached to the petition in said cause, shown to have been duly executed by said defendant, 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 Eleven Dollars and Fifty 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 defendant the sum of One Hundred and Eleven Dollars and Fifty one cents, and that said judgment bear interest at 8 per cent. from the 10th day of December A.D. 1898 and also his costs herein expended taxed at $4.75.

7166 John J. Ramage vs The Mutual Accident Life Insurance Company } Court of Common Pleas Union County, Ohio.

This day this cause is dismissed without prejudice, at plaintiffs costs.

7460 John D. Mather vs William A. Wright et al } Court of Common Pleas Union County, Ohio

This day this cause came on to be heard upon the pleadings in the case and the evidence of both parties and was argued by counsel; On consideration whereof the Court find the equities of the case to be with the defendant, and that the case of the plaintiff is not sustained.

It is therefore considered and adjudged that the petition of the plaintiff be dismissed, and that the defendant go hence without day and recover of the plaintiff their costs herein expended taxed at $

Thereupon the plaintiff gave notice of his intention to appeal said cause to the Circuit Court, and the Court fix the amount of his appeal bond at $100.00.

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

The present term of this Court was begun on the 6th day of September A.D. 1898, and continued from day to day and from time to time by regular adjournment until this 10th day of December, A.D. 1898, and now adjourned without day.

Attest:

J. N. Gossell Clerk.

Monday January 2nd A.D. 1899

The 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 Nine, held in the Court House, in the City of Marysville, County and State aforesaid, was begun on the first Monday, the 2nd day of January, in the year aforesaid.

Present,

Hon. Duncan Dow, Judge of the Court of Common Pleas of the 3rd Sub-Division of Ohio.

J. Ed Robinson, Sheriff,
Union County, Ohio.

Attest-

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

The Venire Facia for a Grand Jury heretofore issued and returnable this 2nd day of January A.D. 1899 at 10 o'clock A.M. was duly returned by the Sheriff with his endorsements thereon as follows, to-wit:

The State of Ohio,
Union County, ss }

On the 6th day of December, 1898, I received this Venire and served the same on the several persons therein named, at the time and in the manner placed opposite their names endorsed hereon.

J. Ed Robinson, Sheriff.

Name	When served	How Served	No. of miles
Bert Sinkey	Dec. 14th	Personal	32
Lennard Daum	" 13"	P. Card	40
W. S. Durbarow	" 6"	" "	26
W. E. Corpsider	" 7"	" "	18
Wm Howard	" 6"	" "	20
Chas. M. Jones	" 10"	" "	22
C. L. Webster	" 14"	Personal	16
C. L. Corey	" 10"	P Card	32
Jacob L. Reagle	" 5"	Personal	
Robt. G. Mackill	" 14"	Residence	20
George W. Wallace	" 14"	"	20
John M. Lee	" 14"	Personal	6
John Vandivan	" 8"	"	
George Hayman	" 14"	Residence	32
John A. Cherry	" 20"	"	

And upon calling the same in open Court, Bert Sinkey, Lennard Daum, W. S. Durbarow, W. E. Corpsider, Wm Howard, Chas. M. Jones, C. L. Webster, Jacob L. Reagle, Robt. G. Mackill, George W. Wallace, John M. Lee, John Vandivan and George Hayman appeared in answer thereto, C. L. Corey and John A. Cherry failed to appear, and the panel being incomplete, the Sheriff summoned Evan T. Jones and Thomas A. Martin from the bystanders as talesmen to complete the same, who appeared in answer thereto, and the panel being full the Court appointed Wm Howard 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 Howard, Foreman; (2) Bert Sinkey, (3) Lennard Daum, (4) W. S. Durbarow,

Monday January 2nd 1899

(5) W. E. Corpsider, (6) Chas. M. Jones, (7) E. L. Webster, (8) Jacob L. Reagle, (9) Robt. H. Mackill, (10) Geo. W. Wallace, (11) John M. Lee, (12) John Vanderau (13) George Harriman (14) Evan T. Jones (15) Thomas A. Martin.

7597 The Michigan Mutual Life Insurance Company vs James W. Jackson et al } Court of Common Pleas Union County, Ohio.

Leave granted to George W. Handley to file answer within 15 days.

7610

The State of Ohio, Union County, ss.

To the Hon. The Judge of the Court of Common Pleas of said County.

I Allen Haines, Sheriff of said County hereby appoint J. Ed Robinson of Marysville, Ohio, to be one of my Deputies.

The said J. Ed Robinson is a duly qualified elector of said County and is not a Justice of the peace or Mayor, and I respectfully ask that his appointment as Deputy Sheriff be approved, this 2nd day of January 1899.

Allen Haines
Sheriff of Union County State of Ohio.

The above appointment is approved by me this 2nd day of January, 1899.

Duncan Dow
Judge of Court of Common Pleas.

Sworn to before me and signed in my presence this 2nd day of January A. D. 1899.

(seal) Jno A. Gorrell Deputy Clerk

The State of Ohio, Union County, ss.

To the Hon. The Judge of the Court of Common Pleas of said County.

I, Allen Haines, Sheriff of said County hereby appoint Joseph Lawrence of Marysville Ohio, to be one of my Deputies.

The said Joseph Lawrence is a duly qualified elector of said County, and is not a Justice of the peace or Mayor, and I respectfully ask that his appointment as Deputy Sheriff be approved this 2nd day of January 1899.

Allen Haines
Sheriff of Union County, Ohio.

The above appointment approved this 2nd day of January A. D. 1899.

Duncan Dow
Judge Court Common Pleas

Sworn to before me and signed in my presence this 2nd day of Jany. 1899

(seal) J. N. Gorrell Clerk of Court

7606

7570 Wilbur Ferguson Admr. vs J. W. Tobin. } Court of Common Pleas Union County, Ohio

This day this cause is settled at plaintiff's costs.

Court adjourned until 8 30 O'clock tomorrow morning.

7608

Tuesday January 3rd A. D. 1899

Court convened at 8 30 O'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge

James W. Robinson Executor of Dixon Mitchell vs J. P. Martin } Court of Common Pleas Union County Ohio.

This case settled and costs paid - No Record.

7610 Rose E. Morris vs John B. Morris } Court of Common Pleas Union County, Ohio.

This cause came on to be heard on the petition and evidence, the defendant being in default for answer or demurrer although duly served with process by attachment with a copy of the petition according to law, and upon due consideration thereof the Court find that the allegations of the petition are true, that the plaintiff was a resident of the State of Ohio for one year next preceding the filing of her petition, and that at the time was a bona fide resident of this County of Union, and that the parties were duly married as stated in the petition.

The Court further find that the defendant has been guilty of extreme cruelty to said plaintiff and by reason thereof the plaintiff is entitled to a divorce and alimony as prayed for.

It is therefore adjudged and decreed that the marriage contract heretofore existing between the parties hereto be, and the same is dissolved, and both parties released from its obligations.

It is further ordered and decreed that the plaintiff recover of the defendant her costs herein, and the sum of One Hundred Dollars which is awarded as alimony, to be paid by defendant to the plaintiff and for which execution is awarded; and it is further decreed that the plaintiff be restored to her maiden name of Rose E. Jones.

7606 Tillie Koffroth vs John F. Koffroth } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing, and the Court being fully advised in the premises dismissed said Cause without prejudice at plaintiff's cost.

7608 Charles E. Jones vs Polly Decker } January 2nd 1900

Entry

This day this Cause is settled by the parties no judgment entered for Costs.

Tuesday January 3rd A.D. 1899

Court of Common Pleas
Union County, Ohio.

7607 James C. LaRue
vs
Mary Ferner et al

This day this cause came on for hearing on the pleadings and the evidence, the defendants being in default for answer and demurrer, although duly served by publication as the statute directs; on consideration whereof the Court finds that the allegations of the petition are true; that the plaintiff has a legal right to five-sixths of the last described estate in the petition described, and is entitled to have estate apartied as prayed for by him; that said defendant Mary Ferner has the legal right to five-sixths of the first described estate in said petition described excepting the part thereof so owned by said plaintiff; that said defendants, the unknown heirs of Sarah Adams deceased own the one-sixth of the said first described estate in the petition described. It is therefore ordered that a writ of partition be issued to the Sheriff of said County, commanding him that by the oaths of William Howard, James W. McCleary and M. H. Johnson who are hereby appointed commissioners for the purpose, he cause to be divided and set off to each of said named parties, the portion of said estate to which they are hereby severally found entitled; and of his proceedings, said Sheriff shall make due return.

7586

Court adjourned until 9 o'clock tomorrow morning.

Wednesday January 4th 1899

Court convened at 9½ O'clock A.M. pursuant to adjournment

7586	The Joseph R. Peebles, Sons Co. vs F. A. Penny	Court of Common Pleas Erie County, Ohio.

Now comes the plaintiff, by its attorney and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of Two Hundred and Forty-Nine Dollars and Fifty Cents.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $249.50, with interest thereon from this 2nd day of January, 1899, until paid, and his costs herein expended taxed at $

January 2nd, 1899.

Court adjourned until 10 O'clock tomorrow morning.

Thursday January 5th A.D. 1899

Court convened at 10 30 o'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge.

7224

The Bimel Carriage Co. } Court of Common Pleas
vs } Union County, Ohio.
7609 J. C. Kintner }

This day this cause came on for hearing on the petition of the plaintiff and the defendant being in default for answer or demurrer, who submitted to the Court without the intervention of a jury; on consideration whereof the Court find the allegations of the petition confessed as against J. C. Kintner and that said defendant J. C. Kintner is indebted to the plaintiff herein in the sum of $472 78, with interest at 8% from the 5th day of January 1899.

It is therefore considered by the Court that the said plaintiff The Bimel Carriage Co. recover from the said defendant J. C. Kintner the said sum of $472 78 with interest at 8% from the 5th day of January 1899 and his costs taxed at $ and judgment awarded for same.

Report of Grand Jury.

To the Honorable Duncan Dow,
Judge of the Court of Common Pleas, Union County, Ohio:

The Grand Jury of the Court of Common Pleas of said County for the Term of 1899, beg leave to report that they have been in session 4 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 Thirty-Three witnesses covering Thirteen cases, and presented seven bills, and ignored six cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we have visited the County Jail and made a complete examination thereof, and find that the rules prescribed by the Court for the care thereof and for the government of its inmates, have carried out and properly enforced.

The Jury recommended the prompt and thorough repair of the tower of the Court House and that the walk running north from the Court House be repaired at once in a good and substantial manner; we also recommend the Commissioners to build as soon as possible a suitable barn for the Sheriff of the County.

Respectfully Submitted,
Wm Howard, Foreman.

Jan. 5, 1899.

Thursday January 5th A.D. 1899

In the matter of the application of the Trustees of the Methodist Episcopal Church of Marysville } Court of Common Pleas, Union County, Ohio.

7224

This day this cause came on for hearing on motion to confirm the sale heretofore made herein of the 2nd tract described in the petition herein, and the Court having examined the return of the said Trustees find the same in all respects, in conformity to law and the order of this Court do approve and confirm the same.

That the said Trustees having on December 27th, 1898 conveyed said premises to the purchaser, Philip Burns, the said conveyance is hereby ratified and approved by the Court, in all respects the same as if made subsequent to the confirmation of said sale.

Out of the proceeds of said sale, amounting to $700.00 said Trustees are ordered to pay the costs of this proceeding taxed at $ and to use the remainder thereof in liquidation of the mortgage indebtedness on the First Methodist Episcopal Church of Marysville, Ohio.

Court adjourned until 10 o'clock tomorrow morning

Friday January 6th A.D. 1899

Court convened at 10 30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

Burilla Wood
vs
Hannah Glick } Court of Common Pleas
Erie County, Ohio.

Now comes the plaintiff and dismisses this action, and the Court finding that the costs therein have been fully paid, said action is ordered dismissed accordingly without prejudice.

Burilla Wood
vs
Adolph Glick } Court of Common Pleas
Erie County, Ohio

Now comes the plaintiff and dismisses this action, the costs having been paid, and the Court accordingly orders that said action be dismissed without prejudice.

Thomas Reed
7459 vs
B. C. Bailey } Court of Common Pleas
Erie County, Ohio.

This day this cause came on to be heard upon the Defts. motion to make Plaintiffs Amended Petition more definite & certain, on consideration whereof the Court overrules the same to which ruling the Deft. excepted. Leave is granted Deft. to either answer or demur within 10 days.

633

James Cutler
7601 vs
W. P. Hildreth
Benoni P. Hildreth Ex
Mary Hildreth } Court of Common Pleas
Erie County, Ohio.

And now comes the said James Cutler by James E. Robinson his Attorney and thereupon this cause came on to be heard upon the petition, and the said W. P. Hildreth, Benoni P. Hildreth and Mary Hildreth still failing to demur or answer to the said petition is taken to be true. It is therefore considered that the plaintiff ought to recover the amount due him by reason of the premises. On consideration whereof the Court find that there is due to the plaintiff from the said W. P. Hildreth and Benoni P. Hildreth on the note and mortgage in the petition mentioned and set forth, the sum of Two Hundred and Seventy Dollars and Seventy Two cents, and that it is a lien upon said premises as set forth in said petition.

It is therefore considered by the said Court here, that the said plaintiff recover of the defendant the sum of Two hundred and Seventy dollars and Seventy two cents, the sum found due as aforesaid, and also costs taxed at $; and it is further ordered and adjudged that in case the said defendants W. P. Hildreth, Benoni Hildreth and Mary Hildreth fail for 3 days from this date, to pay to the said plaintiff the said sum of Two hundred and Seventy Dollars and Seventy two cents, so as aforesaid found due, the defendants equity of redemption shall be foreclosed and an order shall be issued to the Sheriff of said County, directing said real estate as described in plaintiffs petition to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of cost; second, in payment of the judgment so as aforesaid rendered;

Friday January 6th A.D. 1899

and the residue, if any, be bring into Court, to abide the further order of said Court.

7466	Robinson & Wordburn, partners, vs Charles Phillis, Jr. et al	Court of Common Pleas, Union County, Ohio.

This day came the surviving plaintiff, R. L. Wordburn, and also the defendants and their attorney and made known to the Court that since the last continuance of this action, James W. Robinson, one of the original plaintiffs, departed this life, wherefore it is ordered by the Court that this action stand revived in the name of said R. L. Wordburn as sole surviving plaintiff. And thereupon said Wordburn and the defendants made known to the Court that the said Wordburn with the assent and concurrence of R. B. Robinson as executor of the last will of said James W. Robinson, deceased, of the one part, and the defendants of the other part have settled and adjusted and compromised this action and all matters involved therein, whereby the cause of action alleged in the petition of the plaintiff herein has been discharged and the defendants and each of them have been forever released from any and all liability upon said alleged cause of action and this action is to be absolutely dismissed at the costs of the defendants.

It is therefore ordered and adjudged that said compromise and settlement be, and the same is hereby confirmed, and that this action be and the same is hereby absolutely dismissed at the costs of said defendants taxed at $

6339	Walter C. Fullington, surviving partner of Phillis & Fullington vs Thomas Phillis and others	Court of Common Pleas, Union County, Ohio.

This day came the plaintiff, Walter C. Fullington, by his attorney, and the defendants Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel H. Phillis, by their attorneys, the three last named defendants being minors and they being represented herein by their father, Charles Phillis, Jr., he being also the statutory guardian of the estates and persons of said minors respectively, and he being also guardian ad litem for them in this petition, and also came the defendant, The Bank of Marysville by its attorney.

Whereupon the Court is now advised by the legal counsel of all said parties respectively, and also by the legal counsel of said guardian, that the said parties, under the advice of their legal counsel, respectively, and said minors also, under the advice of their said guardian, have come to an agreement respecting the matters embraced in this suit and litigation and all matters and things involved in the controversy as to the entire subject-matter and in the final settlement of the accounts and transactions of the said plaintiff as surviving partner as aforesaid, and the disposition by him of the property, assets and effects of the said late firm, as well such thereof as have been heretofore disposed of by him as such thereof as have not been heretofore disposed of by him, the terms and conditions of which agreement of adjustment and settlement are embodied in the subsequent provisions of this final order and judgment; the object of which adjustment and settlement is to amicably and finally adjust and settle all differences and controversies which have arisen between the said parties and to make a final and complete settlement and determination of all said matters; and the Court, after hearing evidence and the statements of the legal counsel of the respective parties, being fully advised as to the terms, conditions and effect of said adjustment and settlement between the plaintiff and the above named defendants, and the matters connected therewith, and as to whether or not the same is for the interest of the minor defendants, doth find and adjudge that it is for the mutual interest of all said parties that the said adjustment and settlement should be executed and carried into effect;

Friday January 6th A.D. 1899

and accordingly the Court hereby orders, directs directs and adjudges that the same be and is hereby approved and confirmed, and that it be executed and carried into effect in manner and form following, to-wit:

First: That the said Charles Phillis Guy, Alice B. Guy, his wife, Eva M. Guy, Alice R. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, remise, release and forever quit-claim unto the said Walter C. Fullington, his heirs and assigns, all their title, interest and estate, legal and equitable, in and to all that part of the real estate which belonged, on the 3rd day of April, 1890, to the said late firm which was composed of said Charles Phillis and said Walter C. Fullington, and which did business under the name of The Marysville Bank, that has not been, since the decease of Charles Phillis, sold and conveyed by said Fullington; the undivided interest of the said Charles Phillis in all of said real estate having been conveyed by him, on said 3rd day of April, 1890, to said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, by deed recorded April 5th, 1890, in the Recorder's Office of Union County, in Vol. 64, page 422; and which said portion of said real estate that has not been sold and conveyed by said Fullington since the decease of said Charles Phillis, is situate in the Village of Marysville, Union County, State of Ohio, and is bounded and described as follows, to-wit:

Part of out-lot No. 2 in said Village, and beginning at the point where Center (now 5th) Street, and the alley which runs the whole length of said lot in the East side thereof, cross; thence with said Street to the North-east corner of lot owned by R. L. Woodburn, conveyed to him by Martha Jane & W. W. Woods; thence north with East line of said Woodburn lot to Center (now 5th) Street; thence East with said Street to place of beginning.

Also parts of out lots 34 and 35 on east 4th Street, and known as "the Brewery lot" situate in said Village of Marysville.

On default of the execution of such deed of conveyance and its delivery it is ordered and adjudged and adjudged that this order and judgment shall operate as a conveyance of said real estate to said Fullington his heirs and assigns.

Second: That the said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis within three days from this date execute to said Walter C. Fullington and the defendant The Bank of Marysville a release discharging them and each of them from any and all liability to them the said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, or either of them, on account of any of the transactions mentioned in the pleadings in this case, or growing out of any matter or thing relating to or connected with the administration or disposition of any of the property or assets of said late firm of Charles Phillis and Walter C. Fullington, the undivided interest of said Charles Phillis, in which property and assets was conveyed as before stated by him, on said 3rd day of April, 1890, to said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis; and from any further liability to account to them, or either of them, for any of said property or assets, or any interest of theirs therein, or in the proceeds thereof; this order and judgment being partly founded upon an accounting by said Fullington for their respective interests in said property and assets and the proceeds thereof.

On default of the execution and delivery of said release, it is ordered that this order and judgment shall operate as such release.

Third: That the said Walter C. Fullington transfer, assign and deliver, without recourse, to the said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verne H. Phillis, Fullington Guy Phillis and Ethel G. Phillis, Eight promissory notes described as follows, to-wit:

1. A note dated Marysville, Ohio, Oct. 29, 1890, payable to the order of Fullington & Phillis, 90 days after date, for $3680.00, and signed by Julian Howard and A. P. Howard as makers.

Friday January 6th A.D. 1899

2. A note dated Marysville, Ohio, Oct. 16, 1888, payable one day after date, to the order of Fullington & Phillis, for $700.00, signed by George Schlegel as maker.

3. A note dated Marysville, Ohio, Jany. 30, 1888, payable to the order of Fullington & Phillis, one day after date, for $1750.00 signed by George Schlegel as maker; on which are the following credits endorsed; $700. Oct. 16, 1888; $738.41 Oct. 17, 1888.

4. A note dated Marysville, Ohio, April 1, 1887, payable eight years after date, to the order of Fullington & Phillis, for $486.30, with eight per cent interest from date, signed by R. M. Henderson as maker.

5. A note dated Marysville, Ohio, April 1, 1887, payable seven years after date, to the order of Fullington & Phillis, for $526.25, with 8 per cent interest from date, signed by R. M. Henderson as maker.

6. A note dated Marysville, O., April 1, 1887 payable six years after date, to the order of Fullington & Phillis, for $567.25, with 8 per cent interest from date, signed by R. M. Henderson as maker.

7. A note dated Marysville, Ohio, April 1, 1887, payable four years after date to the order of Fullington & Phillis, for $661.60, with 8 per cent interest, signed by R. M. Henderson as maker.

8. A note dated Marysville, O., April 1, 1887, payable four years after date to the order of Fullington & Phillis for $612.60, with 8 per cent interest from date, signed R. M. Henderson as maker.

Fourth: That the said Walter C. Fullington, in his personal character and not as surviving partner of said late firm or in any representative capacity whatever, fully perform to the satisfaction of the defendant The Bank of Marysville all the stipulations and the guaranty or guarantees of said Fullington to said Bank, contained in an agreement in writing made and entered into by and between the said Fullington and the said defendant The Bank of Marysville on the 23rd day of September, 1890; which written agreement is alleged in the Plaintiffs petition and the cross-petition of the defendant The Bank of Marysville in this case, to have been entered into by them, and some of the provisions, stipulations and a certain guaranty or guarantees contained in which agreement are stated in said pleadings, and to which agreement reference is hereby made for greater certainty; and that the said Walter C. Fullington and the defendant The Bank of Marysville, within three days from this day jointly and severally execute and deliver to the said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verne A. Phillis, Fullington Guy Phillis and Ethel G. Phillis, a release in writing forever discharging them and each of them from any and all liability to said Walter C. Fullington and the defendant The Bank of Marysville, or to either of them, on account of or by reason of said provisions, stipulations and guaranty or guarantees, and of each of them contained in said written agreement, and from any liability on any of the provisions, stipulations and guaranty or guarantees contained in said agreement, and also from any liability whatever upon or by reason of any agreement or agreements or transaction or transactions mentioned in the pleadings in this case, upon or by reason of any agreement or agreements or transaction or transactions whatever between said Fullington and said Bank.

In default of the execution and delivery of said release it is ordered that this order and judgment shall operate as such release.

Fifth: That the said Walter C. Fullington forthwith pay to the said Charles Phillis Guy, Eva M. Guy, and Alice B. Guy each respectively, the sum of one thousand and eighty four dollars and sixty-three cents ($1.084.63), (amounting in the aggregate to $3253.90).

Sixth: That the said Walter C. Fullington forthwith pay to the said Nellie A. Phillis, Charles W. Phillis, Verne A. Phillis, Fullington Guy Phillis and Ethel G. Phillis, each respectively, the sum of one thousand and eighty-four dollars fifty eight cents ($1.084.58) amounting in the aggregate to $5.422.90; and in so much as said Verne A. Phillis, Fullington Guy Phillis and

Friday January 6th A.D. 1899.

Ethel G. Phillis are each minors, and said Charles Phillis, Jr. is the guardian of their estate as well as their person, it is ordered that the above amount of $1,084.58, directed to be paid to each of them, be actually paid by said Fullington to their said guardian of their persons and estates.

Seventh: That said Walter C. Fullington assume and fully discharge as his personal obligation, the amount due to the late firm of Robinson & Wordburn, which is stated in the said report of said Fullington made and filed in this case to be $2,900.00, for fees and counsel and assistance by them to him, as set forth in his said Report, and that said indebtedness be discharged by said Fullington, as his own personal, individual indebtedness; and said Robinson having departed this life, said indebtedness is ordered to be paid by said Fullington to said Wordburn, as surviving partner of said late firm of Robinson and Wordburn, or to the executor of the last will of said Robinson, as said Wordburn and said executor may agree upon.

Eighth: That all the sales and conveyances heretofore made by said Walter C. Fullington of property, both real and personal, belonging to said late firm of said Charles Phillis and said Walter C. Fullington on the 3rd day of April, 1890, and the interest of said Charles Phillis in which property was conveyed by him on that day to said Charles Phillis Guy, Eva M. Guy, Alice B. Guy, Nellie A. Phillis, Charles W. Phillis, Verde A. Phillis, Fullington Guy Phillis and Ethel G. Phillis, be and are hereby approved and confirmed by the Court.

Ninth: That said Walter C. Fullington pay all the costs of this action taxed at $ within thirty days from this date, and in default thereof that execution issue therefor.

Tenth: It is further ordered by the Court that this entry shall operate as such; and that a complete record of this case be made and be taxed in the bill of costs.

Aurilla Woods
vs
Adolph Glick et al } Court of Common Pleas
Union County, Ohio.

7957

This day came the parties to this action, and by order of the Court this cause is dismissed without prejudice at plaintiffs costs and costs paid.

Friday January 6th 1899

In the matter of Board of County Visitors.

In the Court of Common Pleas.

Pursuant to the act of March 23rd, 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 A.D. 1899, and continue for the respective terms hereinafter designated, to-wit, T. P. Shields three years, and the following named persons whose term of office shall begin the 6th day of January A.D. 1899, and continue until the 6th day of April, A.D. 1901; Eva E. McCann, J. N. Tilton and Mrs. R. M. Henderson.

And it is ordered by the Court that the Clerk of this Court transmit to each of the 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.

Duncan Dow, Judge of the Court
of Common Pleas, Union County,

Court adjourned until 10 o'clock Monday morning.

Monday January 9th A.D. 1899.

Court convened at 10 o'clock A.M. pursuant to adjournment.

Present Hon. Duncan Dow,

Judge.

Maggie M. Bell vs Patrick Smith et al } Court of Common Pleas, Mahoning County, Ohio.

7290

This day came the parties by their attorneys, also came the following named persons as jurors, to-wit: (1) Edward Freshwater, (2) Leonidas Turner, (3) Calvin S. Stewart, (4) Wm L. Barbour, (5) Frank Griffin, (6) Frank Young, (7) A.R. Webb, (8) J.M. Hoskins, (9) Lafe Mullen, (10) M.W. Judy, (11) Wm Sanders, (12) R.S. Bennett, who were duly empanelled and sworn according to law, and after hearing the evidence in part, the hour for adjournment having arrived this cause is continued until 8 30 o'clock tomorrow morning, at which time the cause was continued until 10 30 o'clock Monday morning, January 16th 1899.

7615

7593

7297

Court adjourned until 8 30 o'clock tomorrow morning.

Tuesday January 10th 1899

Court convened at 8 30 o'clock A.M. pursuant to adjournment

Present Hon. Duncan Dow, Judge

Joshua Norrill vs James C. Smith — Court of Common Pleas, Union County, Ohio.

This cause is settled and costs paid and discharged.

7615 H. H. Smith vs Mary E. Elliott et al — Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing upon motion Adam and Charles W. Snider as executors of Philip Snider decd, to be made parties defendants herein

It is ordered by the Court that the said Adam and Charles W. Snider as executors of the estate of Philip Snider decd, be made parties defendants herein, and have leave to plead as such within 30 days.

7590 Sarah Ann Hale vs Aaron Boylan et al — Court of Common Pleas, Union County, Ohio.

This cause being duly and fully settled by and between the parties, the same is hereby dismissed upon motion of plaintiffs Attorney, without record, and judgment against the plaintiff for costs.

7290 Maggie M. Bell vs Patrick Smith et al — Court of Common Pleas, Union County, Ohio.

This day again came the parties by their attorneys, also came the said jury, who were heretofore duly empanelled and sworn according to law, and on account of death in plaintiffs family this cause is continued (by agreement) until January 16th, 1899.

Tuesday January 16th A.D. 1899.

7620 E. J. Rogers to John H. Wood et al } Jany. 16, 1899. Court of Common Pleas, Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the Cross-petition of the defendant, The Michigan Mutual Life Insurance Company of Detroit Michigan and the evidence, the Court find that the said defendants, the said John H. Wood and Abbie R. Wood, the Michigan Mutual Life Insurance Company, Aaron B. Robinson Executor of James W. Robinson, Alb. Robinson, Susan A. Richardson Administratrix of William M. Smith, The 1st National Bank of Delaware, Ohio, George A. Clark & Son, Thaddeus Wood, S. N. McClelland and the Bank of Marysville, have all waived the issue and service of summons, and voluntary enter their appearance in the above case, and that they are all in default except the said Michigan Mutual Life Insurance Company for answer and demurrer, and that the allegations in the said petition and Cross-petition are thereby confessed by them to be true, and that there is due to the said plaintiff from the said defendant, John H. Wood, the sum of $1107.00 on the promissory notes set forth in the petition, with interest to the first day of this term.

The Court further find that, in order to secure the payment of said note and interest notes as they become due, the said defendant, John H. Wood and Abbie R. Wood, his wife, executed and delivered to the said plaintiff, E. J. Rogers their certain deed of mortgage, as in the petition described, and on the premises therein described; that said mortgage is a good and valid lien on said premises described in the petition and that the conditions of said mortgage have been broken, that said mortgage was duly recorded in Vol. 34 page 205 of the records of mortgages of said County of Union and State of Ohio.

And the Court further find that there is due to the defendant, The Michigan Mutual Life Insurance Company from the defendant John H. Wood, on the note set up in the answer and Cross-petition of the said Michigan Mutual Life Insurance Company, including interest to the first day of this term, the sum of $2165.74, and that to secure the payment of said note, the defendants John H. Wood and Abbie R. Wood, his wife, executed and delivered to the said Michigan Mutual Life Insurance Company their certain mortgage, as in the Cross-petition described, being the same premises as described in the petition; that said mortgage was duly recorded in Vol. 18 page 545 of the records of mortgages of Union County, and is a good and valid first lien on said premises for the amount so found due the Michigan Mutual Life Insurance Company and that the condition of said mortgage have been broken.

It is therefore adjudged and decreed that unless the said defendant John H. Wood shall within five days from the entry of this decree, pay, or cause to be paid to the Clerk of this Court, the costs in this case, and to the plaintiff, and to the defendant The Michigan Mutual Life Insurance Company, the sum so found due them as aforesaid, with interest from the 1st day of this term, at the rate of Eight per cent per annum, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue to the Sheriff of Union County, directing him to advertise, appraise and sell said premises as upon execution, and report his proceedings to this Court for further order.

January 16, 1899.

7557

Court adjourned until 10 30 O'clock A.M. Monday Jany. 16th 1899

Monday January 16th A.D. 1899

Court convened at 10 30 o'clock A. M. pursuant to adjournment
Present, Hon. Duncan Dow,
Judge.

The Cleveland Stone Company,
vs
7557 Timothy L. Tobin et als

Court of Common Pleas
Union County, Ohio.

This day the return of the order of sale issued in this case was produced to the Court by the plaintiff and the proceedings and sale of the Sheriff under the commands and requirements of such order of sale being carefully examined by the Court and found by the Court in all respects in conformity to law, and the Court being satisfied of the legality of such said sale, which is hereby approved and confirmed by the Court, it is ordered that the Sheriff or the Sheriff for the time being make to the purchaser Edith K. Ott a deed for said lands and tenements or order to said purchaser, and out of the money arising from said sale, it is further ordered by the Court, that said Sheriff pay, first the costs $, second, all costs and expenses of this cause $ and $1 25 costs before J.P., Third, $1086 to J.H. Kinkade defendant, whom the Court finds has the first and best lien, Fourth, $129 25 to the Cleveland Stone Company or its Attorney, J.H. Kinkade who has the next best lien on judgment. Fifth, the balance if any to the defendant Timothy L. Tobin.

W. W. Merchant
vs
M. Luther Buffington et als

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 W. W. Merchant, the Answer and Cross-petition of the defendant J.H. Kinkade, the said defendants M. Luther Buffington, Mary L. Buffington and W. C. Fullington being in default for answer or demurrer to the said petition and said Cross-petition. And the Court having heard the proofs and evidence adduced by the parties respectively and being fully advised in the premises doth find; that all of said defendants have been duly served with summons herein, that all and singular the statements contained in said petition and in said Cross-petition to be true.

That there is now due to the plaintiff W. W. Merchant from the said defendants M. Luther Buffington and Mary L. Buffington upon the said promissory notes in the said first and causes of action set forth in the plaintiff's petition the sum of $1089 50 which is entitled to draw interest from the first day of the present term of this Court, to-wit from the 2nd day of January 1899, at the rate of 8 per centum per annum.

That there is due to the said defendant J.H. Kinkade upon the causes of action set up in his answer and Cross-petition herein from said M. Luther Buffington and Mary L. Buffington the sum of $69 03, 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 2nd day of January 1899,

That the said mortgage deeds of the plaintiff W. W. Merchant and the defendant J.H. Kinkade have become absolute, Wherefore it is adjudged by the Court that the plaintiff herein W. W. Merchant recover against the defendants said M. Luther Buffington and Mary L. Buffington the said sum of $1089 50, with 8% interest from Jany. 2, 1899 and costs $ for which execution is awarded.

It is further adjudged by the Court that the defendant J.H. Kinkade recover against the defendant said M. Luther Buffington and Mary L. Buffington the said sum of $69 03 with 8% interest from Jany. 2nd 1899 and costs $ for which execution is awarded.

Monday Jany. 16th 1899

And it is further ordered by the Court that unless the said defendants M. Luther Buffington and Mary L. Buffington pay or cause to be paid said above adjudged sum of money $1089 to the plaintiff W. W. Merchant and said sum of $69.00 to said defendant J. H. Wyllade within 3 days from the date of the entry hereof an order of sale issue to the Sheriff of the time being of said County commanding him as such said Sheriff to cause said premises to be sub-divided into lots of from 1 to 4 acres as would make convenient possessions lots, and that he cause said lots to be appraised, advertised and offered for sale as upon an execution and that he also sell said premises upon usual credits or for ready money as shall be necessary to pay off said claim, reserving the homestead until the last and that he pay the proceeds of such sale into Court to be distributed according to its further order.

7290 — 983

Maggie M. Bell vs Patrick Smith et al } Court of Common Pleas, Union County, Ohio.

This day again came the parties by their attorneys, also came the jury who were heretofore duly impanneled and sworn according to law, and after hearing the evidence adduced this cause is continued until 8.30 O'clock tomorrow morning.

7575 — 984

The Farmers Bank vs W. Y. Roto } Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on motion of plaintiff to confirm the sale heretofore made herein, and thereupon the Court having examined the proceedings and report of the Sheriff and finding the same in all respects in conformity to law and the former order of the Court, it is ordered that said sale be, and the same hereby is approved and confirmed, and said Sheriff is ordered to execute and deliver to the purchaser A. Boylan a good and sufficient deed for the premises described in plaintiffs petition, and the said purchaser is hereby subrogated to all the rights of said lienholders herein, in order as their said liens may be paid for the better protection of his title.

And the Court coming now to distribute the proceeds arising from said sale, amounting to the sum of $321.00, it is ordered that the Sheriff out of the money in his hands pay.

1st = To the Treasurer of said County the taxes thereon, amounting to $23.33.

2nd = To the Clerk of this Court the costs herein, amounting to $43.01.

3rd = To the plaintiff the remainder of said proceeds to apply on its judgment amounting to $257.66

Execution is awarded to put said purchaser in possession of said premises.

982 — 7628

State of Ohio vs Wayne Severe } Indictment = For selling and furnishing intoxicating liquor to a minor

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Wayne Severe appearing in open Court and arraigned upon said Indictment, for plea thereto saith "he is guilty." Thereupon the Court being fully advised in the premises, it is ordered and adjudged by the Court, that the said Wayne Severe, defendant, pay a fine of $25.00 and be imprisoned and confined in the County jail of Union County, Ohio, for the period of five days and pay the costs of this prosecution, and stand committed, until fine and costs are paid.

Court adjourned until 8.30 O'clock tomorrow morning.

Tuesday January 17th 1899

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7290 Maggie M. Bell vs Patrick Smith et al } Court of Common Pleas, Union County, Ohio.

This day again came the parties by their attorneys, also came the said jury who were heretofore duly impanelled and sworn according to law, and after hearing the remaining evidence adduced, this cause was continued until 8 30 O'clock tomorrow morning.

983 State of Ohio vs Wayne Severe } Indictment - Keeping place open and selling intoxicating liquor on sunday.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Wayne Severe appearing in open Court and arraigned upon said indictment, for plea thereto saith "he is guilty," whereupon the Court being fully advised in the premises, it is ordered and adjudged by the Court that this cause is continued for sentence. Jany. 16, 1899.

984 State of Ohio vs Wayne Severe } Indictment, Keeping place open and selling intoxicating liquor on sunday.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Wayne Severe appearing in open Court and arraigned upon said indictment, for plea thereto saith "he is guilty," whereupon the Court being fully advised in the premises, it is ordered by the Court that this cause is continued for sentence. Jany 16, 1899.

985 State of Ohio vs Wayne Severe } Indictment - Keeping place open and selling intoxicating liquor on sunday.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Wayne Severe appearing in open Court and arraigned upon said indictment, for plea thereto saith "he is guilty," whereupon the Court being fully advised in the premises, it is ordered and adjudged by the Court that this cause is continued for sentence.
Jany. 16, 1899.

7628 E. J. Rogers vs Robert Gamble } Court of Common Pleas, Union County, Ohio.

This day, January 16th, 1899, Robert Gamble asked and obtained leave to file answer in this case in thirty days, and cause continued.

Court adjourned until 8 30 O'clock tomorrow morning.

Wednesday January 18th 1899

Court opened at 8:00 O'clock A.M. pursuant to adjournment
Present Hon Duncan Dow,
Judge.

7549 Laura Snow
vs
Frank A. Snow

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer and the Court after hearing the testimony and being fully advised in the premises do find for the plaintiff.

That at filing of the petition she was a resident of the State of Ohio for more than a year and a bona fide resident of Union County.

The Court further finds that the defendant has been guilty of extreme cruelty as charged in the petition.

It is therefore ordered and adjudged by the Court that the plaintiff have a complete divorce from the defendant and that she be restored to her maiden name of Laura Heath and pay her costs herein expended $9.37.

7607 James C. LaRue
vs
Mary Fenner et al

Court of Common Pleas
Union County, Ohio

7577

This day this cause came on to be heard on the report of the Sheriff and Commissioners of their proceedings under the writ of partition herein, and the same was submitted to the Court upon the said return and evidence, on consideration whereof the Court finds that said proceedings have been in all respects correct and lawful, and the same are approved and confirmed.

The Court further finds that the said improvements on the said premises were placed thereon by said plaintiff and defendant Mary Fenner or by those under whom they claim, and that the said unknown heirs of said Sarah Haines deceased are only entitled to their interest in said premises without regard to any improvements thereon.

And it appearing that said estate can not be divided by metes and bounds without injury to the value thereof, and the plaintiff having elected to take the said premises at the valuation returned by the Commissioners, the said estate is hereby adjudged to him.

And it is ordered that, on his making payment to the Sheriff of his proportion of the costs of this action and also in cash, the proportion of said valuation due to each of the other parties as heretofore determined, said Sheriff shall execute and deliver to him a good and sufficient deed of said premises.

And it is ordered that the proceeds of such sale be distributed by the Sheriff as follows;

First: In payment of the costs of this action, including a fee of $25.00 for John M. Brodrick, Attorney for plaintiff for his services herein, taxed at $53.72.

Second: To the Sheriff of Union County, Ohio, in trust for the said unknown heirs of said Sarah Haines, deceased, the sum of $32.71, being the One-fifth (1/6) of said sum of $250.00 as found due them as aforesaid, less 1/6 of the said costs and Attorney fee.

Third: To the defendant Mary Fenner, the 5/8 of said lot, together with the valuation of said House No. 2, amounting in all to $319.47.

Wednesday January 18th 1899.

The State of Ohio, Union County, ss.

To the Hon. Duncan Dow, Judge of the Court of Common Pleas of said County.

I, J. Ed Robinson, Sheriff of said County, hereby appoint Allen Haines and Joseph Lawrence both of Marysville, Ohio, to be two of my Deputies.

The said Allen Haines and Joseph Lawrence are duly qualified electors of said County and are not Justices of the Peace or Mayors, and I respectfully ask that their appointment as Deputy Sheriffs be approved this 18th day of January, 1899.

J. Ed Robinson, Sheriff
of Union County, State of Ohio.

The appointments of the above named deputies are this day approved by me, and the Clerk is directed to enter this appointment and approval upon the journal of this Court.

January 18, 1899.

Duncan Dow
Judge of Court of Common Pleas

Sworn in Office by me this 18th day of January A.D. 1899.

Jno A. Grindell
Deputy Clerk

(Seal)

The Trustees of Union Township,
Union County, Ohio
vs
W. H. Roots

7577

Court of Common Pleas
Union 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 report of the Sheriff and finding that said sale was in all respects regular and in conformity to the Statute and the former order of this Court, the same is hereby approved and confirmed, and the Sheriff is ordered to convey said premises to the purchaser thereof J. M. Whitmer, and the Court coming now to distribute the proceeds of said sale amounting to $850.00, the Sheriff is ordered out of the money in his hands to pay:

1st. To the Treasurer of said County the taxes, interest and penalty due thereon amounting to $31.34

2nd. To the Clerk of this Court the costs of this action amounting to - - - - - $42.82

3rd. The balance, amounting to - - - - - - - - - - - - - $425.84

is ordered to be paid to plaintiff to apply on its judgment herein.

The purchaser is hereby subrogated to the rights of all the lienholders herein so far as their liens may be paid for the protection of his title.

Execution is awarded to put said purchaser in possession of said premises.

Dated, Jan. 16, 1899.

Wednesday January 18th 1899

Maggie M. Bell
vs
Patrick Smith et al

Court of Common Pleas
Union County, Ohio.

7290

This day again came the parties by their attorneys, also came the following named persons as jurors, to-wit:
(1) J. M. Hoskins, Foreman & paid jury, (2) Edward Freshwater, (3) Leonidas Turner, (4) Calvin S. Stewart, (5) Wm J. Barton, (6) Frank Griffin, (7) Frank Young, (8) A. R. Webb, (9) Lafe Mullen, (10) M. W. Judy, (11) Wm Sanders, (12) R. S. Bonnell; who were heretofore duly impanelled and sworn according to law, and the said jury after hearing the argument of Counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now came the said jury into open Court with their verdict in writing, signed by their Foreman and say:

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

J. M. Hoskins, Foreman.

Dated Jany. 18th 1899.

7616

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

Thursday January 19th 1899

Court convened at 8 o'clock A. M. pursuant to adjournment.
Present, Hon. Duncan Dow, Judge

7616	Nancy Curl vs The Village of Marysville	Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard on the demurrer of the defendant to the petition of plaintiff, and was argued by counsel. In consideration whereof the Court do sustain said demurrer, and the plaintiff not asking or desiring leave to amend her said petition, the Court dismiss said petition, to which ruling the plaintiff then and there excepted.

Milwaukee Ave. State Bank vs Roy B. Hale	Court of Common Pleas Union County, Ohio.

This day this cause coming on to be heard on the demurrer of the defendant to the petition and the same being duly argued and submitted, the Court upon consideration thereof doth overrule said demurrer.

The defendant is granted 30 days to answer.

Court adjourned until 10 o'clock Monday Morning Jany. 23rd 1899

Monday January 23rd 1899

Court convened at 10 O'clock A.M. pursuant to adjournment
Present Hon. Duncan Dorr
Judge.

A.B. Robinson Executor of
James W. Robinson
7526 vs
John H. Wood et al } Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by his Attorneys and produced in Court the Report of the Sheriff of Union County, Ohio, of a sale made of Real Estate in this case to A. B. Robinson, he being the best and highest bidder therefor to-wit:

Situate in Paris Township, Union County, Ohio, in Survey No. 3354 & being the undivided one third of the following described Real Estate to-wit: Lots (6) Six (7) Seven (8) Eight (9) Nine (10) Ten (11) Eleven of the subdivision of the W. W. Woods lot containing 24 acres, the lots as above given being shown upon the Penny and Scott Plat of said Subdivision, recorded in Plat Book No. 1 on Page 224 & 225; And the Court having examined said Report and the proceedings had by said Sheriff in said sale and having found the same in all respects regular and in conformity with law, the same was approved and confirmed by the Court.

It is therefore considered, ordered adjudged and decreed by the Court that the sale made to A.B. Robinson of the Real Estat aforesaid he being the highest and best bidder therefor and having bid more than the two thirds of the appraised value thereof be confirmed and the Sheriff of said County is hereby ordered to convey the same to said purchaser by a suitable and sufficient deed as the law directs, and for other purposes this case is continued. And it is further ordered that the proceeds of said sale be distributed as follows: 1st in payment of costs 2nd: in payment of taxes 3rd in payment of the judgment of the Delaware 1st National Bank: of The Marysville Bank and of A.B. Robinson prorata as their several interests may appear: To the 1st National Bank Delaware $, To The Marysville Bank $, To A.B. Robinson $

Nancy Curl
vs
Fielding A. Thompson } 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) Edward Freshwater, (2) Calvin S. Stewart, (3) Wm J. Barbour (4) Frank Griffin, (5) Frank Young, (6) A. R. Webb, (7) J. M. Hoskins, (8) Lafe Mullen, (9) M. W. Judy (10) Wm Sanders, (11) D. N. Paris, (12) Norman Bowen, Who were duly impanelled and sworn according to law, and after hearing the evidence adduced and the argument of Counsel the Court ordered the Jury to bring in a Verdict for the defendant which was signed by their Foreman and is as follows;

We the Jury, being duly impanelled and sworn and affirmed, find the issues in this case in favor of the Defendant.

J. M. Hoskins Foreman

Dated Jany. 23rd, 1899.

Michael A. Rogers
7581 vs
The Board of Commissioners
of Union County, Ohio } Court of Common Pleas
Union County, Ohio.

This day the plaintiff asked and had leave of the Court to file an amendment to his petition instanter and same filed.

Monday January 23rd 1899

7554 James S. Winters vs Winfield S. Winters et al } Court of Common Pleas Union County, Ohio.

This cause is settled - Partition made by amicable agreement and costs paid including Attorney fee of Seventy Five Dollars to Robinson & Woodburn. Case dismissed without record.

7620 E. J. Rogers vs John H. Wood et al } Court of Common Pleas Union County, Ohio.

For good cause shown, leave is this day granted the Michigan Mutual Life Insurance Company to file its Supplemental Answer and Cross-Petition herein and the same is accordingly filed.

7618 Nancy Earl vs Fielding A. Simpson } Court of Common Pleas Union County, Ohio.

Now came the parties herein by their Attorneys; also came the following named persons as Jurors to-wit:

1- Edward Freshwater 2- Calvin S. Stewart 3- William J. Barbour 4- Frank Griffin
5- A. R. Webb 6- J. M. Hoskins 7 Lafe Miller 8- M. N. Judy
9- William Sandus 10- Frank Young 11- J. N. Davis 12- Norman Boone

who were duly impanelled and sworn according to law. And thereupon after hearing the evidence, argument, and charge of the Court, and without retiring from the Jury box (under the direction of the Court) said jury in open Court returned their verdict in writing, signed by their foreman and say=

"We, the Jury, being duly impanelled, sworn and affirmed find the issues in this case in favor of the Defendant, ~~to all of which judgment~~

J. M. Hoskins Foreman

To all of which judgment and finding the plaintiff excepts.

7548 Joseph J. Dickinson vs Lee L. Longbrake et al } Court of Common Pleas Union County, Ohio.

Jany. 16, 1899.

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 proceedings and return of said Sheriff, and finding the same in all respects in conformity to law and the former order of this Court, it is ordered that said sale be, and the same hereby is approved and confirmed, and the Sheriff is ordered to execute and deliver a deed therefor to the purchaser - Josephine M. Simpson, and the Court coming now to distribute the proceeds of said sale, it is ordered that said Sheriff, out of the money in his hands Viz, the sum of $2328.55 pay= First= To the Treasurer the taxes, penalty and interest amounting to - - - - $ 208.53
Second= To the Clerk of this Court the costs herein amounting to - - - - - $ 147.26
Third= To the plaintiff, the amount of its judgment and interest - - - - $1815.99
Fourth= To the defendant Clarissa Earl to apply on her claim the balance of said proceeds amounting to $ 156.77
$ 2328.55

Monday January 23rd 1899

Said purchaser is hereby subrogated to all the rights of the lien holders herein so far as the same may be paid for the protection of her title. And execution is awarded to put said purchaser in possession of said premises.

The Clerk is ordered to enter cancellation of the mortgages herein set up.

Jan. 16, 1899.

7581

7604 Ollie C. Price vs James H. Price — Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff by J.B. Cody her Attorney, and the defendant having been legally summoned by publication, the Court find that the allegations therein 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 for more than three years towards 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 Ollie C. Price and James H. Price 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; Clara, Edward, Ethel, James Leroy and Opie of the said parties hereto be, until the further order, confided to the said Ollie C. Price, and the said James H. Price is hereby enjoined from interfering in any manner with either of said children, or with Ollie C. Price in the custody, care, education and nurture of them until further order of this Court.

And the plaintiff is allowed as reasonable alimony the sum of ($300) Three Hundred Dollars payable within ten days from the entry of this decree and execution is awarded for the collection of said sum when five days over due.

It is further considered by the Court that the said Ollie C. Price recover from said James H. Price costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

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

Tuesday January 24th 1899

Court convened at 8 30 O'clock A. M. pursuant to adjournment
Present Hon. Duncan Dew
Judge

Michael A. Rogers
vs
The Board of Commissioners
of Union County, Ohio

7581

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:

(1) Edward Freshwater, (4) Wm J. Barbour, (7) A. R. Webb, (10) Wm Sanders
(2) Leonidas Turner, (5) Frank Griffin, (8) J. M. Hoskins, (11) Ray G. Morse
(3) Calvin L. Stewart, (6) Frank Young, (9) M. W. Judy (12) Byron Galloway,

Who were duly impanelled and sworn according to law; and after hearing the evidence adduced and the arguments of counsel, the hour for adjournment having arrived this cause is continued until 8 30 O'clock tomorrow morning.

Court adjourned until 8 30 O'clock tomorrow morning

Wednesday January 25th 1899

Court convened at 8 30 O'clock A.M. pursuant to adjournment.
Present Hon Duncan Dow
Judge.

7588 Michael A. Rogers vs The Board of Commissioners of Union County, Ohio } Court of Common Pleas Union County, Ohio.

This day again came the parties herein, by their Attorneys; also came the following named persons as jurors, to-wit:
(1) Edward Freshwater (4) Wm J. Barbour (7) A.R. Webb (10) Wm Sanders (11) Ray G. Morse
(2) Lemidas Turner (5) Frank Griffin (8) J.M. Haskins (12) Byron Galloway
(3) Calvin S. Stewart (6) Frank Young (9) M.W. Jordy
Who were heretofore duly impanelled and sworn according to law, and after hearing 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:
"We, the Jury, being duly impanelled and sworn find the issues in the case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendants The Commissioners of Union County, Ohio, at the sum of Nine Hundred and Fifteen Dollars.
Dated Jan. 25, 1899. J.M. Haskins Foreman

7588 Willie A.B. Cessary vs John Black et al } 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) Edward Freshwater; (2) Lemidas Turner, (3) Calvin S. Stewart; (4) Wm J. Barbour; (5) Frank Griffin; (6) Frank Young; (7) A.R. Webb; (8) J.M. Haskins; (9) Jesse F. Pease; (10) Lafe Mullen; (11) M.W. Jordy; (12) Wm Sanders; Who were duly impanelled and sworn according to law; and after hearing the evidence adduced, the hour for adjournment having arrived, this cause is continued until 8 30 O'clock tomorrow morning.

Court adjourned until 8 30 O'clock tomorrow morning.

Thursday January 26th 1899

Court convened at 8 30 O'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

Mollie A.B. Serna
vs
John Black et al
7588

Court of Common Pleas
Mahoning County, Ohio.

This day again came the parties by their attorneys; also came the following named persons as Jurors, to-wit:
(1) Edward Freshwater, (2) Leonidas Turner, (3) Calvin S. Stewart, (4) Wm J. Barbour, (5) Frank Griffin, (6) Frank Young, (7) A.R. Webb, (8) J.M. Hoskins, (9) Jesse F. Pease, (10) Lafe Mullen, (11) M.W. Judy, (12) Wm Sandies; who were heretofore duly impanelled and sworn according to law, and after hearing the arguments of counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now comes the said jury into open Court with their verdict in writing, signed by their foreman and say:

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

Dated Jan. 26, 1899. A.R. Webb. Foreman.

Court adjourned until 8 30 O'clock tomorrow morning.

Friday January 27th 1899

Court convened at 8 o'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7064 Haymond Ingram
vs
John Brown and
Abigal Brown
} Court of Common Pleas
Union County, Ohio.

This action is dismissed at the cost of the plaintiff, and by agreement there is to be no record.

It is therefore adjudged by the Court that the defendants recover of the plaintiff their costs herein expended taxed to $

7588 Mollie A. B. Essna
vs
John Black et al
} Court of Common Pleas
Union County, Ohio.

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.

7581 Michael A. Rogers
vs
The Board of Commissioners
of Union County, Ohio.
} Court of Common Pleas
Union County, Ohio.

This cause coming on for hearing on the motion of the defendants to set aside the verdict, and for a new trial herein, the Court on consideration thereof overrule the same, to which decision defendant by its attorneys then and there excepted.

It is therefore considered by the Court that the said plaintiff recover from the said defendant, the said sum of Nine Hundred and Fifteen Dollars as heretofore by the verdict of the jury found due him, together with his costs herein expended, to all of which judgment and ruling of the Court the defendant by its counsel then and there excepted. 7623

7614 Cordelia J. Dewitt
vs
Charles B. Dewitt
} Court of Common Pleas
Union County, Ohio.

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

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

The Court further find from the evidence adduced, that the defendant, Charles B. Dewitt, has been guilty of extreme cruelty, and by reason thereof, the plaintiff,

Friday January 27th 1899

Cordelia J. Dewitt, 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 Cordelia J. Dewitt and Charles B. Dewitt 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 children of the parties hereto be, until further order, confided to the said mother, Cordelia J. Dewitt, exclusively, and the father, Charles B. Dewitt, is hereby enjoined from interfering in any manner with either of said children, or with the mother in her custody of them, but is hereby ordered that the father, Charles B. Dewitt, have the privilege of visiting said children once each month, on Tuesday, between the hours of 12 noon and six o'clock P.M. and any violation of this privilege, by either party, may be reported to this Court.

And the Court further find that the plaintiff is the owner of the following described Real Estate, not heretofore disposed of, to-wit:

Situate in the County of Union, in the State of Ohio, in the Township of Leesburg, part of Survey No. 5506, beginning at a stone, witness by a beach, Sugar tree and Dogwood in the South line of Survey 5506 and S. E. corner of O. Nichols land: thence with his East line N. 8° W. 164 poles to a stone and three Elms corner of said Nichols land, J. E. Fish and E. D. Lee; thence with the South line of said E. D. Lee N. 82° E. 80 60/100 poles to a stone N. W. corner to J. A. McAllister's land: thence with the west line of said land S. 8° E. 164 poles to a stone, corner to said land in the South line of said Survey No. 5506; thence with said line South 82° W. 80 6/100 poles to the beginning, 82 acres & 136 poles, excepting 56 poles sold off. and the same is hereby restored to her divested of all and every claim, title and interest by curtesy, or dower or otherwise of her said husband, Charles B. Dewitt.

And it is further ordered by the Court that the said plaintiff, Cordelia J. Dewitt recover of the said defendant, Charles B. Dewitt, her costs herein expended and execution is awarded.

Raymond Ingram
vs
Mary Ingram
7623

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard on the pleadings and the evidence, and upon due consideration thereof, the Court finds that the plaintiff was a resident of the State of Ohio for one year next preceeding the filing of his petition and at the time was a bona fide resident of the County of Union, and that the parties were duly married as stated in the petition.

The Court further find that the defendant has been guilty of wilfull absence for more than three years as the plaintiff has in his petition set forth, and by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore adjudged and decreed that the marriage contract heretofore existing between the parties hereto be, and the same is hereby dissolved, and both parties released therefrom.

It is further decreed that the said defendant be, and she hereby is restored to her maiden name of Mary Miller, and it is ordered that the plaintiff pay the costs herein taxed at $8.75.

Friday January 27th A.D. 1899

7290 Maggie M. Bell vs Patrick Smith et al } Court of Common Pleas Union County, Ohio.

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.

7634

7601 James Cutler vs V. P. Kilduff et al } Court of Common Pleas Union County, Ohio.

This cause is settled by agreement and costs paid.

Court adjourned until 10:00 O'clock A.M. Monday morning January 30th 1899.

Monday January 30th A.D. 1899

Court convened at 10:30 O'Clock A.M. pursuant to adjournment.

Present Hon. Duncan Dow,

Judge.

7634 Aaron B. Robinson vs Mary Jolliff and Isaac Jolliff } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard and the defendant came not but made default herein, and thereupon this cause was submitted to the Court, and the Court being fully advised in premises find the allegations of plaintiff's petition are true and that there is due plaintiff by reason of the premises One Hundred and Forty one & 50/100 Dollars and interest at Eight per cent, from February 20, 1892.

It is therefore considered, ordered and adjudged that the said plaintiff recover of the defendants, Mary Jolliff and Isaac Jolliff, the sum of Two Hundred & Nineteen & 43/100 Dollars and interest thereon at (8) Eight per cent per annum, and his costs herein taxed at $

Certificate for pay.

Sheriff's Office, Union County, Ohio.

Marysville, Ohio, January 30th, 1899.

To Hon. Duncan Dow, Judge.

The Court charge for the January Term, A.D. 1899, Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio.

To J. E. Robinson, Sheriff, Dr.

To serving Grand Jury Venire	$4.00
" 104 miles serving " "	$8.32
To serving Petit Jury Venire	$4.00
" 90 miles " " "	$7.20
To serving Grand Jury Witnesses	$3.90
To making 39 copies, Grand Jury Witnesses	$3.90
" Calling 39 " " "	$1.95
To 314 miles travel, Grand Jury Witnesses,	$24.92
" on order to conduct Jury to view premises	$1.06
To Joseph Lawrence 19 days, Bailiff	$38.00
" Allen Haines 19 days, Deputy	$38.00
Total	$135.25

I hereby certify the above bill to be correct.

J. Ed Robinson, 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.

Duncan Dow,
Judge of the Common Pleas, Ohio.

Monday January 30th 1899

7363 Harmon Patch Jr.
vs
Martha Patch et al

Court of Common Pleas
Union County, Ohio.

This day, (January 30th 1899) the Court on being fully advised in the premises, and on application of J. Ed Robinson, Sheriff and Trustee, it is ordered and adjudged by the Court, that said Sheriff pay over to Edward W. Porter, Administrator of the estate of Harmon Patch Sr. deceased, for final distribution among the heirs, a note calling for the sum of $591.67, dated Nov. 26th, 1897, due in two years after date, at 6%, and also a balance of $29.26, left after paying all costs, taxes and interest in this case.

7597

7598 E. Salsbury
vs
The Village of Richmond

Court of Common Pleas
Union County, Ohio.

This cause came on for hearing upon the petition in error and the transcript of the record and the original papers in the Court below; on consideration whereof, the judgment of the said Mayor is affirmed at the costs of the plaintiff in error, for which execution is awarded; to which ruling the plaintiff in error excepts.

It is ordered that a copy of this entry be certified to said Mayor, so that the judgment affirmed may be enforced as if such proceedings in error had not been taken.

7455 Hardin R. Pickett
vs
George F. Bell

Court of Common Pleas
Union County, Ohio.

This day this cause is settled and costs paid - No Record.

7617 Caroline Myers.
vs
Reitzy Myers

In Court of Common Pleas. Union County. Ohio.
Divorce.

And now comes the said Plaintiff by D. W. Ayers, 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 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 Caroline Myers and Reitzy Myers be and the same is hereby dissolved, and both parties are released from the obligation of the same

It is further ordered, and decreed that the Plaintiff hold her Real Estate described in the Petition free from any and all interest of the defendant by reason of said Marriage, and that he be and hereby is divested of all of Dower or life Estate in said Real Estate so described as aforesaid; It is further considered by the Court that the said Caroline Myers, recover from said Reitzy Myers Cost herein expended, and it is ordered that the said Plaintiff pay the costs of this prosecution

7597

Court adjourned until Tuesday Feb. 21st, 1899, at 1 o'clock P. M.

Tuesday February 21st 1899

Court convened at 1 o'clock P.M. pursuant to adjournment.

Present Hon. Duncan Dow

Judge.

The Michigan Mutual Life Insurance Co. vs James W. Jackson et al — Court of Common Pleas, Union County, Ohio. 7597

Leave is this day granted plaintiff to file its Supplemental petition herein and same filed.

Ida Fisher vs John Fisher — Court of Common Pleas, Union County, Ohio. 7598

And now comes the said plaintiff, by Jas. E. Robinson her Attorney, and the Defendant having been duly served with summons and a copy of the petition herein.

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 extreme cruelty toward the 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 Ida Fisher and John Fisher 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: Daisy Fisher, Stella Fisher and Paul Fisher, of the said parties hereto be, until the further order, confided to the said Ida Fisher, and the said John Fisher is hereby enjoined from interfering in any manner with either of said children or with Ida Fisher in the custody, care, education and nurture of them until further order of this Court.

It is further considered and adjudged by the Court that the household furniture of said parties be decreed to the said Ida Fisher, and that the said John Fisher is hereby enjoined from interfering in any manner with her possession of same. And it is ordered that the said Plaintiff pay the costs of this prosecution.

The Michigan Mutual Life Insurance Company vs James W. Jackson et al — Court of Common Pleas, Union County, Ohio. 7597

This day this cause came on further to be heard and thereupon, on motion of plaintiff and upon its producing the report and return of the Sheriff of the proceedings had and the sale made by him under the former order and decree of the Court herein, and the Court upon careful examination of the said proceedings of said sale of and by said Sheriff had and made, being fully satisfied, and it appearing that the same have been had in all respects in conformity to law and the former order and decree of the Court, and the Court being satisfied of the legality of such sale, it is therefore now by the Court here ordered, adjudged and decreed that said proceedings and sale be, and the same are hereby,

Tuesday February 21st 1899

978

in all things approved, ratified and confirmed. And it is further ordered and decreed by the Court that said Sheriff convey to the purchaser at such sale, George B. Handley, by good and sufficient deed in fee simple, according to law, the lands and tenements so sold to him, and said purchaser is hereby subrogated to each and all the rights of each and all the lienholders, plaintiff and defendants herein, in and to said premises, in so far as they may be paid herein, for the protection of his title, and a writ of possession is hereby awarded to put the said purchaser in full and complete possession of said real estate, and every part thereof.

And the Clerk of this Court is hereby ordered to enter on the proper records thereof in the County Recorder's Office in and for Union County, Ohio, cancellation of the mortgage of plaintiff herein and one, as well as of the mortgage to George W. Handley, filed in the office of the County Recorder of Union County, Ohio, on the 11th day of March, 1895, as averred in the Petition.

And the court coming now to distribute the proceeds of said sale, amounting to $3076.65; finds, adjudges and decrees that the liens upon said premises, and now upon said fund, amount at this time to the amounts herein set forth respectively, and stand in the order of priority as hereinafter set forth and should be paid accordingly, and said Sheriff is hereby ordered and directed out of said fund to pay:

1; The Costs herein taxed at $99.54, including $5.00 compensation to the receiver, J. Ed. Robinson, herein, and also including $5.00, which amount was expended by said receiver in the matter of repairing the fence on said premises -- said Receiver using his own money for this purpose.

2: To plaintiff, The Michigan Mutual Life Insurance Company, taxes by it paid on said premises, as set up in its Supplemental Petition herein, which taxes, with interest, amount at this date to $29.38, and the Court finds in this behalf that said facts and allegations set up in said Supplemental Petition are true, and that said plaintiff has the first and best lien on said land for said taxes so paid.

And it is agreed by the purchaser herein that said taxes due June 20th, 1899, shall not be paid out of the purchase money herein, but shall be and remain a lien on said land, said purchaser to assume the same.

3: To plaintiff, The Michigan Mutual Life Insurance Company, the balance balance of the money in said Sheriffs hands, to-wit, the sum of $2683.33, to be applied on its decree heretofore entered herein.

And the Court finds there is still due plaintiff, The Michigan Mutual Life Insurance Company, on its mortgage claim herein the sum of $223.35; execution therefor is awarded against said defendant, George W. Handley.

The Court further finds that said J. Ed. Robinson, as Receiver of said property, has received no rents or profits or funds whatsoever from said premises, but has rendered services as such Receiver for which he should receive compensation in the sum of $5.00, and has expended money in the sum of $5.00, as hereinbefore stated, which report of said Receiver the Court hereby approve and confirm, and said Receiver is discharged from all further obligations in the premises.

It is further ordered that the Landlord's share of wheat sown on said premises in the fall of 1898, sown by Receiver herein under contract with L. A. Dixon is to be the property of the purchaser of said premises and said Receiver is under said contract of lease to said purchaser.

Tuesday February 21st 1899

The State of Ohio
to
978 Frank O. Penney

Court of Common Pleas
Union County Ohio.
Indictment - for keeping saloon open on Election day -

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant Frank O. Penney appearing in Open Court and arraigned upon said indictment, for plea thereto saith "he is guilty," Whereupon the Court being fully advised in the premises, it is ordered and adjudged by the Court that the said Frank O. Penney, defendant, pay a fine of $25.00, and be imprisoned and confined in the County Jail of Union County, Ohio, for the period of One day and pay the costs of this prosecution, and stand committed until fine and costs are paid.

William Moffitt
to
John H. Jennings

Court of Common Pleas
Union County, Ohio.

This day by consent of both parties this cause is referred to J. H. Kinkade referee herein, who is directed to ascertain and report to this Court his conclusions by law and facts in this case, and to cause the testimony of the witnesses to be taken by Miss Anna McCorry, Court Stenographer and report the same with his report herein, each witness to sign at conclusion of his testimony in short hand, and the Stenographer to affix name of each witness to the testimony in long hand.

Court adjourned until 9 O'clock tomorrow morning.

Wednesday Feb. 22nd 1899

Court convened at 9 o'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge

7646 R. W. Connell vs David D. Wertsbaugh et al } Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff, and on his motion, and it appearing to the Court that the judgment heretofore rendered as set forth in plaintiff's petition herein for the sum of $26.33, with interest and costs, has become dormant by lapse of time, and still remains wholly unpaid, it is ordered that said judgment be revived, unless sufficient cause be shown against the same within days after the service of this order upon the said defendants.

And it appearing to the Court that the said defendant David D. Wertsbaugh is a non-resident of said State of Ohio, it is ordered that service by publication be made upon him as provided by statute.

7647 William Burgner & Son vs David Wertsbaugh } Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff herein, and on its motion, and it appearing to the Court that the judgment heretofore rendered as set forth in the petition herein for the sum of Thirteen and 87/100 Dollars, with interest and costs has become dormant by lapse of time, and still remains wholly unpaid, it is ordered that said judgment be revived, unless sufficient cause be shown against the same within days after the service of the order upon the said defendant.

And it appearing to the Court that the said defendant is a non-resident of said State of Ohio, it is ordered that service be made by publication as provided by statute.

Court adjourned until 9 o'clock tomorrow morning.

7615

7600

7633

7421

Thursday Feb. 23rd, 1899.

Court convened at 9 o'clock A. M. pursuant to adjournment
Present, Hon. Duncan Dow,
Judge.

7615 H. H. Smith vs Mary E. Elliott et als } Court of Common Pleas Union County, Ohio.

This cause coming up for hearing, it is ordered that Defendants Adam & Chas. W. Snider as Executors of Phillip Snider decd. have 30 days further in which to file pleadings setting up their lien.

7600 Henry Moodie, Admr. &c. vs John Weaver et als } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing upon the petition of the plaintiff and Answer of S. S. Robbins, one of the defendants for himself, and as executor of last will and testament of John Weaver deceased and reply of the plaintiff and the said William Weaver one of the defendants not having been served with Summons herein waived the issue and service of Summons and entered his appearance to the action and consented that the same judgment might be rendered in his case as upon Summons, and the Court upon hearing the testimony and evidence in the case and being fully advised in the premises do find for the defendants that said note sued upon was given for usurious interest by said John Weaver Sr. dec. to said William Moodie dec. and for no other.

It is therefore considered, ordered and adjudged by the Court that said action be dismissed at the costs of the plaintiff, and that the defendants recover their costs herein taxed &c and that a complete record of this case be not made.

7633 Dorothea Pfarr vs Board of County Commissioners } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on the pleadings of the parties and the testimony and the Court after hearing the same do find for the defendants.

It is therefore ordered and adjudged by the Court that the petition of the plaintiff be dismissed and the injunction be dissolved and that the defendants recover their costs of plaintiff to all of which ruling and judgment of the Court the plaintiff gave notice of appeal and the Court fixed the bond at $100.00.

7421 Nannie A. Gray et al vs H. C. Conkright Treas. &c. } Court of Common Pleas Union County, Ohio.

By order of Court on adjournment Jan. 31, 1899, this cause came on for hearing on the merits of the third Supplemental Petition, on Feb. 22, 1899, J. W. Monroe Co. Treas. and the Village of Marysville, Ohio, being made Supplementary defendants.

The cause being heard by the Court on the merits of the petition and Records of the Auditors office of Union Co. and the Village of Marysville of record -

It was ordered by the Court, Duncan Dow, presiding, that said injunction prayed for be made perpetual as to the payment of future assessments, that the Village of Marysville,

Thursday Feb. 23rd 1899.

Ohio, be held for costs, that no Attorney fee be allowed in this case and the appeal bond be One Hundred Dollars.

7 639

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

The present Term of this Court was begun on the 2nd day of January A.D. 1899 and continued from day to day and from time to time by regular adjournment until this 23rd day of February A.D. 1899, and now adjourned without day.

Attest

J. H. Gosnell Clerk.

Order to draw Jury.

The State of Ohio, Miami County, ss
Court of Common Pleas.

It is ordered that the Clerk of this Court, shall between the hours of 10 o'clock in the forenoon and 12 o'clock noon, on the fourth monday preceding to the setting of the Court of Common Pleas, in said County, to-wit; on the 13th day of March A.D. 1899, 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 said jurors so drawn; said Grand Jurors to be and appear before said Court of Common Pleas on the first day of the Term thereof, to-wit, on the 10th day of April A.D. 1899, at 10 o'clock in the forenoon of said day, and said Petit Jurors to be and appear before said Court on the 17th day of April A.D. 1899.

Duncan Dow, Judge of Court
of Common Pleas, Miami Co. Ohio.

Mar. 9, 1899.

Anna M. Triplett
7639 vs
Cynthia M. Boggs et al

Court of Common Pleas
Miami County, Ohio

This 31st day of March this cause is dismissed without prejudice.

Monday April 10th A.D. 1899.

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 Nine, held in the Court House in the City of Marysville, County and State aforesaid, was begun on the 2nd Monday, the 10th day of April, in the year aforesaid.

Present, Hon. Duncan Dow,

Judge of the Court of Common Pleas of the 3rd Sub-Division of Ohio.

J. Ed Robinson Sheriff.
Union County, Ohio.

Attest.

J. N. Gossell, 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 April at 10 O'clock A.M. was duly returned by the Sheriff with his endorsements thereon as follows to-wit:

The State of Ohio, Union County ss.

On the 13th day of March, 1899, I received this Venire and served the same on the personal persons therein named, at the times and in the manner placed opposite their names endorsed hereon.

J. Ed Robinson, Sheriff.

Names	When Served	How Served	No. of Miles
M. L. Harvey	March 17th	Postal Card	10
Martin Eirich	" 23"	Personal	10
George Parthemore	" 18"	Postal Card	12
Frank Blair	" 18"	Residence	26
John T. Moore	" 14"	Personal	
Delmore Snodgrass	" 15"	Postal Card	22
Robert Dimm	" 17"	Personal	
Jasper Graham	" 18"	Postal Card	14
John W. Bell	" 16"	" "	30
Walter Flesher	" 22"	" "	40
Norton Reed	" 29"	" "	10
W. W. Gray	" 29"	" "	16
William Langstaff	" 15"	Personal	24
L. L. Curry	" 18"	Postal Card	20
Albert Andrews	" 18"	" "	16

And upon calling the same in open Court. M. L. Harvey, Martin Eirich, Frank Blair, John T. Moore, Delmore Snodgrass, Robert Dimm, Jasper Graham, John W. Bell, Walter Flesher, W. W. Gray, William Langstaff, L. L. Curry and Albert Adams appeared in answer thereto; George Parthemore and Norton Reed failed to appear, on the panel being incomplete, the Sheriff summoned Burl McLaughlin and John M. Longbrake from the bystanders as talesmen to complete the same, who appeared in answer thereto, and the panel being full, the Court appointed John T. 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 complete the Grand Jury to-wit:
(1) John T. Moore, foreman; (2) M. L. Harvey; (3) Martin Eirich; (4) Frank Blair; (5)

Monday April 10th A.D. 1899.

Delmore Snodgrass; (6) Robert Divine; (7) Jasper Graham; (8) John W. Bell; (9) Walter Flesher; (10) W. W. Cory; (11) L. L. Curry; (12) Albert Adams; (13) William Langstaff; (14) Burl McLaughlin, (15) John M. Lugbrake

7645 Malcolm M. Cameron et al vs David D. Wurtsbaugh et al — Court of Common Pleas, Union County, Ohio.

This cause came on to be heard upon the petition of plaintiffs, the answer of Ella and Sarah Wurtsbaugh 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 filing, pendency and demand of the said petition as required by law, and that the petitioner has a legal right and estate in the premises described in the petition and as therein set forth; and no sufficient reason appearing why partition should not be made, it is ordered by the Court that by the oaths of John Smith, Asa Langstaff and Perry A. Brown, three judicious, disinterested freeholders of the vicinity, partition be made of said lands in the following proportions to-wit:

To Malcolm M. Cameron One-sixteenth 1/16; To Mary A. Cameron, wife of said Malcolm M. Cameron Seven sixteenths 7/16; To Sarah Daugherty two sixteenths 2/16; To David D. Wurtsbaugh two sixteenths 2/16; To Harriott Smart two sixteenths 2/16 of the whole of said lands plus 2/16 of the 20 acre tract and also said John Wurtsbaugh's interest in the 57 acres described; and to Sarah Wurtsbaugh wife of said John Wurtsbaugh her contingent dower interest in the said 57 acres.

If the same can be done without manifest injury to the premises, and if in the opinion of the Commissioners, said division cannot be made without manifest injury to the premises, then and in that case, that they return the true value in money by appraisement of said premises to said Court. And it is further ordered by the Court that a writ of partition issue to the Sheriff of this County, commanding him to cause said partition to be made with the foregoing order.

7659 Sarah E. Owen vs Nathan M. Graham et al — Court of Common Pleas, Union County, Ohio.

This cause now coming on for hearing, was submitted to the Court upon the petition and the evidence, on consideration whereof the Court being fully advised in the premises finds, that said Sarah A. Graham died before the commencement of this action and that each of the other defendants has been duly and legally served with summons herein, and that they are each of them are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true.

The Court further finds from the evidence that the notes and mortgages in the petition described were executed as stated in the petition and that the said Amanda M. Riso and Lycurgus Riso assumed the payment of said notes as stated in the petition and upon the consideration therein set forth.

The court further find that there is due to the plaintiff from the defendants Nathan M. Graham, Amanda M. Riso and Lycurgus Riso by reason of the notes and facts set forth in the petition the sum of Two Hundred and Eighty Seven Dollars and Sixty five cents ($287.65) which sum includes the interest to the first day of this Term of Court.

The Court further find, that in order to secure the payment of said notes the said Nathan M. Graham executed and delivered the mortgage in the petition described and upon the premises therein described, and that said mortgages were recorded as

Monday April 10th 1899.

stated in the petition and the same are good and valid liens upon the premises described in the petition, and that the conditions contained in said mortgages have been broken.

The Court find that subsequent to the execution and record of said mortgages said Nathan M. Graham conveyed his equity of redemption in said premises to said Amanda M. Roso and that in consideration thereof she and her said husband assumed and agreed to pay the notes in the petition described.

The Court further find that the said Edna Bruce is the qualified Administratrix of said Carie E. Knox deceased, and that as such she received from the plaintiff the full consideration for the notes in the third cause of action described and that she duly and legally assigned said note and the said mortgage given to secure the same, to the plaintiff and that the plaintiff is entitled the money due thereon.

It is therefore considered by the Court that the plaintiff recover from the defendants, Nathan M. Graham, Amanda M. Roso and Lycurgus Roso, the said sum of Two Hundred and Eighty Seven and 65/100 Dollars ($287 65) and her costs herein expended.

And it is further adjudged and decreed that unless the said defendants, Nathan M. Graham, Amanda Roso and Lycurgus Roso or either of them, 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 suit, and to the plaintiff herein the sum found due as aforesaid, with interest at 8% from the first day of this term, the defendants equity of redemption be foreclosed, and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

7671 W. C. Fullington vs W. Y. Roots & M. L. Roots } Court of Common Pleas Union County, Ohio.

This day came the plaintiff by Porter & Porter his Attorneys 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, 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 Six Hundred and Twenty Six 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 W. C. Fullington plaintiff, do recover of the said W. Y. Roots and M. L. Roots, the said defendants the sum of Six Hundred and Twenty Six Dollars so confessed, as aforesaid, with interest from April 10, 1899, 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 defendants waived and released.

Monday April 10th 1899

7654 Ellen Douglass Kincade vs Levi L. Longbrake et al } Court of Common Pleas Union County, Ohio.

And now comes the said plaintiff Ellen Douglass Kincade by John M. Brodrick, his Attorney, and thereupon this cause came on to be heard upon the petition, and the said defendants still failing to demur or answer to said petition, the said petition is taken to be true. It is therefore considered that the plaintiff ought to recover the amount due him by reason of the premises: on consideration whereof the Court find that there is due to the plaintiff from the said Levi L. Longbrake and Mary E. Longbrake on the notes and mortgage in the petition mentioned and set forth, the sum of Five Hundred and Twenty Seven Dollars and Twenty Eight Cents, debt and Twenty Five Dollars Attorney fee, and that it is a lien upon said premises.

It is therefore considered by the Court here, that the said plaintiff recover of the said defendants, the sum of Five hundred and fifty two Dollars and twenty eight cents, the sum found due as aforesaid, and also her costs taxed at $, and it is further ordered and adjudged, that in case the said defendants, Levi L. Longbrake and Mary E. Longbrake fail for three days from this date, to pay to the said plaintiff the said sum of Five hundred and fifty two dollars and twenty eight cents, so as aforesaid found due, with six per cent. interest on $527.28 from April 10, 1899, and to the Clerk of this Court the costs so found due as aforesaid, the sheriff of this County cause the lands and tenements described in plaintiffs petition herein to be appraised, advertised and sold, according to law, and apply the proceeds of the sale, first in payment of cost; second, in payment of the judgment so as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

7643 Charles W. Shirk et al vs John H. C. Dimond et al } Court of Common Pleas Union County, Ohio.

This day came the plaintiff and the defendants came not and the defendant Dimond made default herein, and thereupon this case came on and was submitted to the Court upon the pleadings and evidence, and the Court being fully advised in the premises and having found that due notice according to law had been served upon the defendants herein of the pendency of this suit, took this case under advisement, and the Court having examined the pleadings and proceedings herein and finding them all regular and according to law finds for the plaintiff, and that said plaintiff should have partition of said lands described in plaintiffs petition as prayed for and that defendants Lockwood consent thereto.

It is therefore considered, ordered, adjudged and decreed by the Court that partition be made of said lands as asked for, and that an order issue from this Court directed to the Sheriff of said Union County and State of Ohio, commanding that by the oaths of the commissioners, appointed by the Court to-wit: J. Charles Kennedy, Robert Findley and Jesse C. Jenkins he cause the premises to be set off and divided between the parties in interest in such a manner as will be most advantageous and equitable, the improvements, situation and quality of the different parts being taken into consideration - setting off to the defendant John H. C. Dimond the one half thereof and the other half to be set off to the plaintiffs and to the defendants Lockwood, and to the defendant Rosanna Lockwood and Mary E. Lockwood to-wit; the one undivided half to be set off to plaintiffs in one piece = and that he make report of his proceedings herein to this Court and for all other purposes this cause is passed for further action of the Court.

Monday April 10th 1899

Mertie Gordon
vs
Mary Morse et al
7528

Court of Common Pleas
Union County, Ohio.

And now comes O.M. Scott & Brother, who claim an interest in this action, and move the Court for an order granting leave to the said O.M. Scott & Brother to become parties defendant herein and for leave to file answer and cross-petition instanter.

Whereupon the Court being fully advised in the case do sustain such motion and grant leave to file answer and cross-petition of said O.M. Scott & Brother.

Elizabeth Peacock
vs
Alphonso Marks et al
7656

Court of Common Pleas
Union County, Ohio.

This day this case came on plaintiff asking leave to file a second amended petition, leave granted by the Court.

Hannah Houston
vs
Fannie F. Houston
7560

Court of Common Pleas
Union County, Ohio

This day on motion of the plaintiff and upon examination find that said cause was left off by mistake.

It is therefore ordered that said cause be re-docketed; and the Court find and adjudge that the temporary injunction heretofore allowed by the Probate Court against defendant in this case lost nothing of its force and effect because said cause was so left off the docket by such mistake but that it still continued in full force and its allowance by the Probate Court is still in full force and effect.

7538

William Moffitt
vs
George Davis
7637

Court of Common Pleas
Union County, Ohio.

7429

This day this cause came on for hearing on the petition of the plaintiff and the evidence, and the Court find that due notice has been given to the defendant as required by law, and that there is due from said defendant George Davis to said plaintiff William Moffitt as set forth in said petition the sum of Forty Three and 88/100 Dollars with six per cent interest from April 10th 1899.

7357

It is therefore considered and adjudged by the Court that said plaintiff recover of said defendant said sum of Forty Three & 88/100 Dollars, with six per cent interest thereon from April 10th 1899 and the costs herein taxed at $

And it is ordered that the Sheriff of said Union County, Ohio, proceed according to law, to sell the property heretofore attached in this action, and report such sale to this court for further action herein.

Milwaukee Harvester Company
vs
A. N. Hawley
7660

Court of Common Pleas
Union County, Ohio.

This day this cause was submitted to the Court by plaintiff, and the Court finds

Monday April 10th 1899

that the said defendant A. W. Hawley, has been duly served with summons, and is in default for answer or demurrer to the petition herein, - the petition is taken as confessed by him.

Whereupon it is adjudged by the Court that the said plaintiff, the Milwaukee Harvester Company, recover against the said A. W. Hawley, the maker of the said promissory notes described in the petition, the sum of One hundred and thirty eight dollars and fifteen cents, ($138.15), with interest thereon at the rate of 8 per cent. per annum from the 10th day of April A. D. 1899, it being the first day of the present term of this Court, together with its costs in this behalf incurred, taxed at $

7656 — The Farmers Bank vs Willis Y. Roots et al — Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the petition of the plaintiff herein, and said defendant Willis Y. Roots being in default for answer and demurrer, the Court finds the allegations of the petition are confessed by him to be true.

It is therefore considered and ordered by the Court that the Sheriff proceed to cause all the real estate set forth in said petition, except the undivided one-half of In-Lot No. 136, in said Village of Milford Center, Union County, Ohio, to be appraised, advertised and sold according to law, and bring the proceeds into Court for distribution; All questions of distribution are reserved for further order of the Court, as well as all questions in regard to said In-Lot No. 136 under the answer and cross-petition of said defendant A. L. Scott.

7538 — Susan Bonnell vs James M. Rogers et al — Court of Common Pleas, Union County, Ohio.

This day this cause was on Motion continued for service on other defendants.

7429 — Beech Downing & Co vs Robert Purdam — Entry.

This case at this Term ordered left off Docket

7357 — C. S. Chapman vs Elijah H. Evans et al — Entry April 10th 1899

This day this cause is settled at defendants Cost.

Court adjourned until 8.30 O'clock tomorrow morning.

Tuesday April 11th 1899

Court convened at 8:30 o'clock A.M. pursuant to adjournment.
Present Hon Duncan Dow,
Judge.

Thomas Reed
vs
B. C. Bales

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on defendants demurrer to plaintiffs second count in his petition, demurrer sustained, leave granted plaintiff to file amended petition in three days.

7630

Matilda Stewart
vs
Enoch Stewart

Court of Common Pleas
Union County, Ohio

This day this case came on for hearing and the plaintiff came by her Attorney and dismissed the same without prejudice, per record.

7627

W. W. Merchant
vs
M. Luther Buffington 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 has 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, Henry Poling, by deed according to law, the property so sold; and the purchaser is hereby subrogated to all the rights of the said lien holders in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

And it is further ordered that the Clerk cause satisfaction of the mortgage herein and on to be entered on the records thereof, in the Recording office of Union County.

And the Court, coming now to distribute the proceeds of said sale, amounting to $1390.00, it is ordered that the Sheriff out of the money in his hands pay-

1st: To John B. Braham, the taxes, penalty and interest against said property, to-wit, the sum of $118.38.

2nd: The costs of this action, taxed at $164.98.

3rd: To the said W. W. Merchant, plaintiff, the the amount so found due him with interest, to-wit, the sum of $1106.67.

4th: To the answering defendant, J. K. Kinkade, the balance of the money remaining in his hands, to-wit, $, which shall be applied upon said Kinkade's claim as a credit to the amount paid and judgment in favor of said Kinkade against the said M. Luther Buffington and Mary L. Buffington for the balance of his claim to-wit, the sum of $ for which execution is awarded.

7680

Tuesday April 11th 1899

7644 Eliza Webb vs Thomas Webb — 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 for answer and the Court being fully advised in the premises does find for the plaintiff first; that she is a resident of the State of Ohio for more than a year past and is now a bona fide resident of Union County, Ohio.

Further, that due notice of the pendency of said petition had been had on the defendant by notice in the Marysville Tribune a newspaper of general circulation in said County of Union.

It is therefore considered, ordered and adjudged by the Court that she be granted a complete divorce from said Thomas Webb, upon the ground of habitual drunkenness for more than three years last past.

It is further adjudged and decreed by the Court that said defendant be divested of all claim or right of dower he may have in and to the real estate described in plaintiff's petition, and recover her costs herein expended, taxed at $

M. M. Cameron et al vs David D. Wurtsbaugh et al — Court of Common Pleas, Union County, Ohio.

On motion to the Court by F. J. Arthur, attorney, and upon producing the proceedings of the Sheriff and thy report and proceedings 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 on further hearing of the cause, neither of the said parties electing to take the premises at the valuation thereof as returned by said commissioners, on motion of the counsel, it is ordered by the Court that the lands and tenements in the petition mentioned be sold at auction by the Sheriff of this County according to the statute in such case made and provided upon the following terms to-wit: One-third in hand on day of sale, one-third in one year and one-third in two years from day of sale, with interest on deferred payments, and that they be secured by mortgage upon the premises so sold.

7680 Dora Parish vs H. Purley Sanders et al — Entry

This day this cause is dismissed at Plaintiffs cost.

Court adjourned until 9 O'clock tomorrow morning.

Wednesday April 12th 1899

Court convened at 9 O'clock A. M. pursuant to adjournment
Present Hon Duncan Dow,
Judge.

7573 Leonard Kattis
vs
John Hickman,
Jacob Hickman &
Margaret McGrory

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard upon the petition, answer and evidence, and was submitted to the Court, on consideration whereof the Court finds that the deed set forth in said petition was made with the intent to hinder, delay and defraud creditors of Jacob Hickman, of all which said Jacob Hickman and Margaret McGrory had full knowledge at the time of receiving the same.

It is therefore considered by the Court that the deed described in said petition from John Hickman to Jacob Hickman and Margaret McGrory for the premises located in the Village of Watkins, Township of Mill Creek, County of Union, State of Ohio, and bounded as follows, viz:

Being the East half of a lot No. 14 in said Village, for more definite description, reference is had to recorded plat of said Village in the office of Recorder of Union County, Ohio, be set aside and is null and void, and plaintiffs judgment declared a lien upon said real estate, and all other questions as homestead dismissed without prejudice.

Apr. 11, 1899.

987

Court adjourned until 9 O'clock tomorrow morning.

Thursday April 13th 1899

Court convened at 9 O'clock A.M. pursuant to adjournment.

Present Hon. Duncan Dow,

Judge.

Report of Grand Jury

To the Honorable Duncan Dow,

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, 1899, beg leave to report that they have been in session four days, and herewith return to the Court the Indictments presented by said Jury; We have carefully examined into all such matters as have legitimately come to our notice, having examined over Thirty witnesses, covering Six cases and presented four 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 the Jury desire to especially commend the Sheriff for the extreme order and neatness in the care of the Jail and the property under his care.

Respectfully submitted

John T. Moore, Foreman.

April 13, 1899.

In the Court of Common Pleas, Union County, Ohio.

The State of Ohio, vs. William Galaway — Indictment — Forgery and uttering or publishing same.

987

Now comes the Prosecution Attorney on behalf of the State of Ohio, and the defendant William Galaway being brought into Court in custody of the Sheriff, and arraigned upon said indictment, for plea thereto saith "he is guilty;" the Court then enquired if he had any thing to say why judgment should not be pronounced against him, and having nothing to say, and showing no good and sufficient cause why sentence should not be passed; it is therefore ordered and adjudged by the Court that the said William Galaway 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 Cost of this prosecution for which execution is awarded.

Court adjourned until 9 O'clock tomorrow morning.

Friday Morning April 14th 1899.

Court Convened at 9 O'clock A. M. pursuant to adjournment
Present Hon. Lucian Dow,
Judge.

989 The State of Ohio } Court of Common Pleas, Knox County, Ohio.
vs } Indictment - "Incest."
Jobi Smith }

7587

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Jobi Smith being brought into Court in the custody of the Sheriff and arraigned upon said indictment, for plea thereto saith he is guilty. The Court then enquired if he had any thing to say why judgment should not be pronounced against him, and having nothing to say, and showing no good and sufficient cause why ~~Sentence~~ should not be passed, it is therefore considered, ordered and adjudged by the Court that the said Jobi Smith 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 five years, and that he pay the cost of this prosecution, for which execution is awarded.

7543 Sarah E. Baughman } Court of Common Pleas
vs } Knox County, Ohio.
Josias Baughman }
George Hanawalt Ed }
Esther Hanawalt }

This day this cause came on for hearing on the issues joined between the parties and the evidence, and the same was argued by Counsel and submitted to the Court, On consideration whereof the Court do find that on the said issues the equity of this case is in favor of said defendant Esther Hanawalt; that all the questions of title, interest, claim or demand, as well as any claim for vendor's lien or any other question as to the consideration in the deed, or in fact, in law or in equity of or concerning said Sixty and One-half acres 7620
lying in Survey No. 3956, in Dover Township, Knox County Ohio, and described in plaintiff's petition herein were fully settled, adjusted and adjudicated in cause No. 7360 in this Court, and plaintiff is forever estopped from claiming any title, lien, claim, demand or equity therein or thereto, and said defendant Esther Hanawalt is dismissed from this case.

The Court further find that said defendant George Hanawalt is indebted for balance due on the proceeds of the notes received by him from said defendant Josias Baughman, as set forth in said plaintiff's petition, in the sum of Two Hundred Dollars, which the Court finds the plaintiff is entitled to have applied as payment on her judgment for alimony as herein set forth.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant George Hanawalt the sum of Two Hundred Dollars and cost of suit, and Execution is awarded therefor.

Court adjourned until One O'clock Monday Morning, April 17th 1899

Monday April 17th 1899

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

Present Hon. Duncan Dow, Judge.

Ora Blakely
to
George H. Blakely

7587

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard on the pleadings and evidence, the defendant being in default of answer, though duly served with process, together with a copy of the petition, according to law; and upon due consideration thereof, the Court finds that plaintiff was a resident of the State of Ohio for more than one year next preceding the filing of her petition, and at that time was a bona fide resident of the County of Union, and that the parties were duly married as stated in her petition.

The Court further finds that the defendant has been guilty of gross neglect of duty to said plaintiff and by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore adjudged and decreed that the marriage contract heretofore existing between the parties hereto, be, and the same is hereby dissolved and both parties are released therefrom, and that the said plaintiff be restored to her maiden name of Ora Davis. It is further considered that said plaintiff recover of said defendant the costs of this suit, and is hereby allowed as reasonable alimony the sum of $100= payable $25 the 17th day of April of each year until the full sum of $100= is paid, and Execution is awarded against said defendant for the collection of costs and of said sum and installments thereof when due.

E. J. Rogers
to
John H. Ward et al

7620

Court of Common Pleas
Union County, Ohio.

On motion of plaintiff and on her producing the return of the Sheriff of his proceedings on the Order of Sale heretofore issued herein, and the Court on examination of said return and proceedings with respect to said order of sale, finds the same correct and in strict conformity to the former orders of the Court herein, and doth approve and confirm said proceeding and said sale in every respect whatsoever and doth order that the said Sheriff of Union County Execute and deliver to said purchaser under said return E. J. Rogers a good and sufficient deed for the real estate in the petition and said Order of Sale described and said purchaser for the protection of her title is hereby subrogated to all the rights of each and all lienholders in said premises so far as their respective liens may be paid herein, and the Court order that the Clerk of this Court cause to be entered on the respective records thereof in the Recorder's Office of said County cancellation of the Mortgage sued on in the petition as well as the mortgage of The Michigan Mutual Life Insurance Company set up in its answer and Cross-petition herein.

And the Court finds there is due The Michigan Mutual Life Insurance Company for taxes so set up in its supplemental answer and Cross-petition herein, with interest to this date the sum of $257.70, and that the same is a first lien on the premises sold herein.

And the Court coming now to distribute the proceeds money for said premises now in the hands of the Sheriff, orders said Sheriff to pay therefrom as follows:

1st. The costs of this action $67.54.

2nd. To the Michigan Mutual Life Insurance Company the aggregate amount due it on its decree herein with interest to this date and including said finding for taxes herein, being a Total of $2473.35.

3rd. To plaintiff E. J. Rogers the balance of said purchase money to wit, the sum

Monday April 17th 1899.

of $734.11, to be credited on her decree herein.

And the Court finds that there is still due said E. J. Rogers on her said decree the sum of $, Execution therefor is awarded against said John H. Word.

W. B. Duke
vs
Henry V. Spier
Administrator

Court of Common Pleas
Lorain County, Ohio

This action is this day settled by agreement at defendants cost.

Court of Common Pleas, Lorain County Ohio.

Barbara Corlinger
vs
Electa Jane Douglass, et al.

7663

Judgment for lower and appointment of Commissioners to assign same.

This day this cause came on to be heard upon the petition and the answer of the guardian ad litem for the defendant Thomas J. Pannenter, and every of the said other defendants having failed to demur or answer to the same, and being in default the same is taken as confessed by them, and the Court doth find that the plaintiff is entitled to dower in the real estate and premises described in the petition and as therein prayed for by her.

And it is hereby ordered that John K. Dodge, Albert Adams and Henry Leightsmeyer, three judicious, disinterested men of said County of Lorain, who are none of them of kin to any of the parties interested, be and they are hereby appointed by the Court Commissioners to assign dower to the plaintiff in the real estate and premises described in the petition; and that an order issue to the Sheriff of said County, commanding him that by the oaths of the said above named Commissioners, he cause to be set off and assigned such dower to the plaintiff and by the like oaths of said commissioners, after they have set off and assigned such dower, he cause to be made a just and true appraisement of the yearly value, after deducting necessary expenses of the real estate described in the petition and in which the plaintiff is entitled to dower, estimating such value from the date of the filing of the petition herein, to-wit; from the 18th day of March A.D. 1899, to the day of assigning such dower and make a true return of such appraisement; but the commissioners, in making such appraisement of such yearly value, shall exclude all permanent or valuable improvements made on said real estate after the plaintiff's said husband died, or ceased to be the owner thereof; and it is further ordered by the Court that the said Commissioners and Sheriff in all things obey this order and return their proceedings thereon to the Court without delay.

7642

Barbara Corlinger
vs
Electa J. Douglass et al

7663

Court of Common Pleas
Lorain County, Ohio.

It is ordered by the Court that W. W. Merchant be and he is hereby appointed by the Court guardian for Thomas J. Pannenter, the infant defendant named in the petition herein; and the said W. W. Merchant appeared in open Court and accepted said appointment.

7439

Court adjourned until 8 o'clock tomorrow morning.

Tuesday April 18th 1899

Court convened at 8.30 O'clock A. M. pursuant to adjournment
Present, Hon. Duncan Dow,
Judge.

Nicks Scale Works
vs
L. Kalice
} 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) Charles Nicole, (2) John Webster, (3) Wm Fulton, (4) Robert Hazlett, (5) Benj. Rogers, (6) Charles Coe, (7) John M. Horney, (8) A. M. Montgomery, (9) Courtney Cox, (10) S. A. Hudson, (11) E. L. Price, (12) Thomas Mulcahey, who were duly impanelled and sworn according to law, and after hearing the evidence adduced the arguments of counsel and the charge of the Court, the said jury retired to their room, attended by the Sheriff for deliberation.

And now comes the said ~~Jury~~ into open Court with their verdict in writing, signed by their foreman and say:

"We, the Jury, being duly impanelled 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 L. Kalice at the sum of Fifty Nine & 57/100 Dollars ($59.57)
Dated, Apr. 18, 1899.
J. L. Webster, Foreman.

7642
John Tobin
vs
Jacob Schultz et al
Trustees of the Church
of Christ of Plain City Ohio et al
} Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the petition of plaintiff, and the evidence of plaintiff, 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 defendants owe the plaintiff as alleged therein, and the Court finds the amount of said indebtedness to be as claimed in said petition, to-wit: (with interest added up to April 22nd, 1899) Three Hundred and Ninety Four & 33/100 ($394.33) Dollars, with interest on $277.33 at 8 per cent, and interest on $117 at 6 per cent, both from April 22nd, 1899.

And the Court finds that the plaintiff has the two Mortgage liens as set up in said petition, and upon the real estate therein described, and an order of sale is hereby entered against said premises. And it is further ordered that an order of sale issue to the Sheriff of this County, commanding him to appraise, advertise and sell said premises according to law, and bring the proceeds into Court subject to its further order in that behalf.
Apr. 17, 1899.

7436
John Van Fleet
vs
Angeline Van Fleet
} Court of Common Pleas
Union County Ohio.

This day this cause is dismissed and divorce refused, and judgment against plaintiff for costs.

Court adjourned until 8.30 O'clock tomorrow morning

Wednesday April 19th 1899

Court convened at 8 30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7657

Thomas Reed
vs
Patrick Smith et al

7648

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard upon the motion of defendants to strike the amended petition from the files for the reason that the same was not properly verified, was submitted to the Court upon the evidence and was argued by counsel, and upon due consideration whereof the Court overrules said motion, and this cause coming on to be further heard upon the motion of defendants to make said petition definite and certain by striking out certain by striking parts of the amended petition, was submitted to the Court and argued by Counsel, and upon due consideration whereof the Court sustains the first branch of said motion and overrules the second and third branch thereof, Answer to be filed the 20th

Court adjourned until 8 30 O'clock tomorrow morning

Thursday April 20th 1899

Court convened at 8 30 o'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7657

Leander Culver
vs
Bertha Thompson et al

Court of Common Pleas
Union County Ohio.

This cause came on to be heard upon the petition, the answer of the guardian for the suit for the minor defendants and the pleadings and the record in the cause and was fully submitted to the Court: 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 filing, pendency and demand of said action against them, as required by law, and that said plaintiff hath an legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made as prayed for in said petition, it is ordered by the Court, upon the motion of W. W. Merchant, attorney for the plaintiff, that by the oaths of D. H. Henderson, Alonzo Titus and J. M. Brannan, three judicious, disinterested freeholders of the vicinity, upon actual view of the premises, one full and equal one half (1/2) part thereof, of said lands in said petition described, be set off to the petitioner, Leander Culver, to hold in fee simple, and upon actual view thereof, by the like oaths of the said D. H. Henderson, Alonzo Titus and J. M. Brannan, that the dower estate of the said petitioner, Leander Culver, be set off in the balance of said premises, as described in said petition, and upon like oaths of the said D. H. Henderson, Alonzo Titus and J. M. Brannan, and upon actual view of the said premises partition be made of said lands, subject to said dower estate of the said Leander Culver, in the one equal undivided one-half (1/2) of said premises, in the following proportions, to-wit: To the said Bertha Thompson, defendant, the equal one-third part thereof; and to the said Goldie Culver, defendant the equal one-third part thereof; and to the said Ethel Culver, defendant, the equal one third part thereof, but all of said premises subject to the mortgage of the defendant, A. J. Rhodes, as his mortgage claim may appear - if the same can be done without manifest injury to the value thereof, and if not that said premises (24 acres), be appraised at the true value thereof in money; And it is further ordered that a writ of partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned and that said partition to be made accordingly.

Thursday April 20th 1899

Albert Hill } Court of Common Pleas
vs } Union County, Ohio.
Lydia Hill }

This day this cause came on to be heard on plaintiff's petition and testimony offered, after due deliberation the Court not being satisfied that the evidence was sufficient, case continued until next term. 7648

J. W. Kennedy } Court of Common Pleas
7652 vs } Union County, Ohio.
John Kane }

This day the defendant asked and was granted leave to file Answer within 30 days from April 20, 1899.

7658

Court adjourned until 8 30 O'clock tomorrow morning.

Friday April 21st 1899

Court convened at 8.30 O'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge

7648 Thomas Reed vs Patrick Smith et al } Court of Common Pleas, Mine County, Ohio.

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

(1) Charles Nicol, (2) John Webster, (3) Wm Fulton, (4) Benj. Rogers, (5) Charles Cox, (6) H. M. Montgomery, (7) Robert Hazlett, (8) Courtney Cox, (9) Charles Hamilton, (10) Thomas Martin, (11) Wm Silsworth, (12) Wm Lawrence; who were duly impanelled and sworn according to law, and after hearing the evidence adduced, the arguments of counsel and the charge of the Court were conducted to their room attended by the Sheriff for deliberation.

And, now comes the said jury into open court with their verdict in writing signed by their foreman and say:

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

J. L. Webster Foreman.

Dated, April 21, 1899.

7658 Philip Vanderau vs Levi L. Longbrake et als } Court of Common Pleas, Mine County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the plaintiff, the said defendants, Levi L. Longbrake, his wife Mary A. Longbrake, Clarissa J. Cassil, her husband John M. Cassil and the Farmers Bank, all being in default for answer or demurrer to the petition, and the Court having found that said parties are properly in Court, and the Court having heard the proofs and evidence adduced, and being fully advised in the premises, doth find:

(1) All and singular the statements contained in said petition to be true.

(2) That there is now due to the plaintiff from the said defendant, Levi L. Longbrake, upon the said promissory note in the said plaintiff's petition set forth, the sum of $855 55/100, which is entitled to draw interest at the rate of 8% per annum from the first day of the present term of Court, to-wit: from the 10th day of April, 1899.

(3) That there is also due to the said plaintiff from the said defendants, for taxes as set forth in the said petition the sum of $16 24, with 6% interest thereon from January 17, 1899.

Wherefore it is adjudged by the Court, that the plaintiff hereinrecover against the said Levi L. Longbrake, the sum of $16 24, with 6% interest thereon from Jany 17th, 1899. (amount paid for taxes).

And $855 55/100 (amount of Mortgage note) with 8% interest thereon from April 10th, 1899, together with his costs in this behalf expended, taxed to $ for which Execution is awarded.

And it is further ordered by the Court that unless the said defendant, Levi L. Longbrake, pay or cause to be paid said above adjudged sum of money to the plaintiff within one day from the date of the entry hereof, an order of sale issue to the Sheriff, for the time being of said County, commanding him

April 21st A.D. 1899

as such said Sheriff to cause said premises to be appraised, advertised in the Daily Marysville Tribune according to law, and sold as upon execution and that he bring the proceeds of such sale into Court to be distributed according to its further order.

Thomas Reed
vs
1648 Patrick Smith et al

Judgment Entry

The Jury having heretofore found in this case for the defendant and No Motion for a New Trial being 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

7668

Court adjourned until 8 30 O'clock tomorrow morning.

April 22nd A.D. 1899.

Court convened at 8 30 o'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow,
Judge.

Appointment of Jury Commissioners.

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

In accordance with the requirements of Section 2. of the act passed April 23rd, A.D. 1894, to provide for the appointment of Commissioners of Jurors in the several Counties of the State of Ohio.

Now therefore, I the undersigned 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 freeholders as Jury Commissioners for the County of Union, State of Ohio, as follows, to-wit:

Nathan Howard, John R. Taylor, Benton Cahill and Charles Nicol; who shall be commissioners of Jurors in said Union County, for one year, to begin on the 4th Monday of May, A.D. 1899, and serve until their successors are duly appointed and qualified.

Done at the Court House in the Village of Marysville, this 22nd day of April A.D. 1899.

Duncan Dow
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 4th Monday of May A.D. 1899, at 10 o'clock in the forenoon, in the Auditor's Office of Union County, Ohio, and shall then and there proceed to select One hundred and twenty five (125) judicious, 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 22nd day of April A.D. 1899.
Duncan Dow,
Judge of Court of Common Pleas.

7668 B

Barbara Crotinger }
vs }
Electa Jane Douglass, }
Olive A. Page, John W. }
Parmenter, Thomas J. }
Parmenter and Harriet L. Patch } Court of Common Pleas
Union County, Ohio.

On motion to the Court by Robert McElroy counsel for the plaintiff, and upon producing the proceedings of the Sheriff, and also the record and proceedings of the Commissioners herein before appointed, and the same being examined by the Court, it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed, and said assignment of dower is ordered to be entered on the records thereof, and the same shall henceforth be valid and effective in law as the assignment to Barbara Crotinger of her dower in said premises in the record herein described; which sum shall be paid by the legal owners of said premises to said Barbara Crotinger or her assigns during her life annually, the time beginning on the 22nd day of April A.D. 1899, in proportion to

Saturday April 22nd 1899

their respective estates herein, and said dower is made a charge upon all said real estate, in whose hands soever the same may come.

And the Court doth further order and adjudge that the said Barbara Grotinger stand endowed as of the one third of the rents, issues and profits of the premises described in the petition, to-wit; Tract No. One, belonging to Olive A. Page in the annual sum of $43.00, payable as follows, $21.50 on the first day of June and $21.50 on the first day of December, in each year during the life of the said Barbara Grotinger.

Tract No. Two, owned by and belonging to Celeta J. Douglass, in the annual sum of $48.00, to be paid $24.00 on the first day of June and $24.00 on the first day of December of 1899, and each year thereafter, during the life of said Barbara Grotinger.

Tract No. Three; as described in the petition, belonging to John W. Parmenter and Thomas J. Parmenter, in the annual sum of $22.00, to be paid $11.00 on the first day of June and $11.00 on the first day of December, 1899, and each year thereafter during the life of said Barbara Grotinger.

Tract No. Four, as described in the petition, belonging to Harriet L. Patch, in the annual sum of $27.00, to be paid as follows, $13.50 on the first day of June and $13.50 on the first day of December, 1899, and each year thereafter during the life of said Barbara Grotinger, as assigned to her by said commissioners.

And that the said several sums be paid to said Barbara Grotinger out of said real estate not conveyed by her dower, for which execution may issue against such of said defendants as are not minors, and this judgment shall operate as a lien upon their said real estate, for their amount of this judgment, until the same is fully satisfied.

Ordered that the plaintiff pay one third of the costs of this action taxed at $ Dollars. And that the said defendants, the legal owners of said real estate in proportion to their respective legal estates as described in the petition, pay the two thirds of the costs of this action taxed at $, including an Attorney fee of $35.00.

75-94

Court adjourned until 1 O'clock, Monday afternoon, May 1st 1899.

Monday May 1st A.D. 1899

Court convened at 1 O'clock P.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

Charles W. Shirk et al
vs
Harry E. Lockwood et al
} Court of Common Pleas
Union County, Ohio.

This day this cause is assigned for further hearing to the 19th day of June 1899, and by agreement of the parties the said Charles W. Shirk and Harry E. Lockwood are given the control of said land and to farm the same for this season account for rents &c.

Weeks Scale Works
vs
L. Kalius
} Court of Common Pleas
Union County, Ohio

7594

The jury in this action, having on a former day of this term, rendered a verdict for the plaintiff and found the amount due the said plaintiff from the said defendant, to be the sum of $59.56, 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, L. Kalius, the said sum of $59.56, together with his costs herein expended, and execution is awarded the said plaintiff.

Monday May 1st 1899

E. Salsbury Plff. in Error vs. The State of Ohio Ex The Village of Richwood, Ohio. Defts. in Error	Court of Common Pleas Union County, Ohio.

7653

This cause coming on for hearing upon the suggestion of counsel for the defendant in Error, The Village of Richwood, of a diminution of the record, and upon his application for leave to file a corrected transcript of the judgment and proceedings of the Mayor's Court of said Village herein sought to be reversed, the Court finding the transcript of said judgment and proceedings filed with the petition in Error herein to be defective, leave is granted to said defendant in error to file a corrected transcript thereof instanter, and it is accordingly so ordered and done.

This order is entered here and now nunc pro tunc as of and for the second day of January, 1899, upon the recollection of the Court making the same, and without the hearing of evidence.

It appearing that the docket and journal entries herein have been certified to the Circuit Court of Union County for proceedings in error thereon, it is further ordered that the Clerk be and hereby is directed to certify to said Court a duly authenticated copy of this order, and, subject to the order of said Court, to file the same with the papers in said proceeding in error therein and to note said filing upon the docket thereof, to all of which finding and order plaintiff in error duly excepts.

Duncan Pow
Judge of said Court of Common Pleas.

Monday May 1st 1899

Clara E. Moon } Court of Common Pleas
7653 vs } Union County, Ohio.
Spencer Moon }

This day this cause came on to be heard by the Court, and thereupon ~~came the~~ plaintiff and defendant came not but made default herein, and this cause was submitted to the Court upon the pleadings and evidence, and the Court being fully advised in the premises finds for the plaintiff, and that the defendant was duly notified of the pendency of this suit according to law, and that the allegations of plaintiff's petition are true, and that said plaintiff ought to be divorced from defendant and be restored to her maiden name.

It is therefore considered ordered and adjudged and decreed by the Court that said Clara E. Moon be and that she is hereby divorced from the said Spencer Moon, and that she is hereby restored to her maiden name, to-wit, Clara E. Merriott, and that she recover of the defendant her costs herein expended taxed to $

Monday May 1st 1899

7459 Thomas Reed vs B. C. Bales — Court of Common Pleas, Mine County, Ohio.

Defendant is granted thirty days to file answer in the above entitled claim.

7580 Aaron Boylan, Assignee of W. M. Snodgrass vs Mary A. Snodgrass et al, W. H. Rowe — Court of Common Pleas, Mine County, Ohio.

This day this cause came on to be heard upon the petition of plaintiff and the answer of Mary A. Snodgrass and the evidence, and was argued by counsel; In consideration whereof the Court find that the said Mary A. Snodgrass is a preferred Creditor of the said assignor, W. M. Snodgrass, and entitled to be first paid out of the assets after the costs and expenses are paid by said assignee, and the court find that the amount of the claim of said Mary A. Snodgrass against said assignee exceeds said note mentioned in plaintiff's petition, and find that the remainder of the assets outside of said note are not sufficient to pay all the costs and expenses of said assignment, and that the amount yet necessary to pay said costs and expenses is about $75.00.

It is therefore ordered that when an amount necessary to pay said costs and expenses not exceeding ($75) Seventy five dollars, be paid by defendants to said assignee for said purpose, then said assignee is ordered to deliver up said note to said Mary A. Snodgrass for cancellation and in default of payment to said assignee of said $75 Execution is awarded against defendants.

Monday May 1st 1899.

Fluttwood Countright } Court of Common Pleas
7073 vs } Union County, Ohio.
L. J. Taylor et al }

On April 18, 1899, this cause came on to be heard upon motion of Andrew Cary, Executor of the last will and testament and Estate of A. S. Morgridge, deceased, to confirm the sale heretofore made by the Sheriff in this cause of said 99 50/100 acre tract heretofore ordered to be sold in the above entitled cause, and the Court after having examined said proceedings and sale find the same in all respects legal and in conformity to law; and the Court do approve and confirm said sale and order the Sheriff of said County to execute and deliver to the purchaser N. F. Taylor, a good and sufficient deed to the lands and tenements so purchased by him.

And the Court coming now to distribute the proceeds of said sale order distribution as follows:

First; that the Sheriff pay the taxes and assessments now due and payable and unpaid upon said land amounting to forty four and 38/100 ($44,38) dollars.

Second; to the Clerk of this Court for the costs in said action including his cancellation of said mortgage, the total being sixty three & 96/100 ($63,96) dollars.

Third; to the said Andrew Cary Exr &c. the sum of twenty seven hundred and ninety five and 27/100 ($2795-27) dollars, being the amount in full found by the Court due upon the claim of A. S. Morgridge decd.

Fourth: the one half of the surplus in the hands of the Sheriff after paying in accordance with foregoing orders, pay to Alice A. Taylor to-wit, $199.93, and also the Sheriff is ordered to pay to the said Alice A. Taylor her contingent dower interest according to the Table to-wit (9,48) nine forty eight hundredths dollars out of ($9.48) the remaining one-half of said surplus, and the balance to-wit, $190.43 then remaining in the Sheriff's hands is to be paid to Fluttwood Countright on his judgment.

The Clerk of this Court is authorized and required to cancel the said mortgage from F. M. & A. A. Taylor to A. S. Morgridge.

Court adjourned until 9 o'clock A.M. Wednesday May 3rd 1899.

Wednesday May 3rd 1899

Court convened at 9 o'clock A. M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7445 Wm Moffitt } Court of Common Pleas
vs } Union County Ohio.
John H. Jennings }

This cause coming up for hearing upon the report of the Referee, J. H. Kinkade filed this day.

The Court orders a fee of $50 to be paid to the Referee and the defendant is granted 10 days in which to file any exceptions to the said Report that he may desire.

6807 Minnie White } Court of Common Pleas
vs } Union County Ohio.
Isaac N. White }

This cause came on to be heard on the petition and evidence, the defendant being in default for answer or demurrer (although being duly served by Publication in the Marysville Tribune a paper of general circulation in said County according to law;) Upon due consideration of the pleadings and evidence the Court finds that the allegations in the petition are true; that the plaintiff was a resident of the State of Ohio for one year next preceeding the filing of her petition, and at that time was a bona fide resident of this County of Union, and that the parties were duly married as stated in the petition. The Court finds that the defendant was guilty of wilfull absence from this plaintiff for 3 years prior to the filing of her petition herein, and that in this and in failing to provide anything for her support for more than 3 yrs. last past, he has been guilty of gross neglect of duty to said plaintiff, and by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore adjudged and decreed that the marriage contract heretofore existing between the parties hereto be, and the same is hereby dissolved and both parties released therefrom, and that said plaintiff is hereby restored to her maiden name of Minnie Boyd.

It is further ordered that said plaintiff pay the costs herein, and be entitled to execution same of said defendant and judgment against him therefor.

980 7526 J. N. Robinson } Court of Common Pleas
vs } Union County, Ohio.
John H. Wood et al }

This cause being called for hearing defendant S. N. McClelland is granted 30 days to plead further herein.

7631 R. T. Lewis } Entry
vs }
The Village of Plain City } "This day this Cause came on for hearing upon the Transcript and Petition in Error, and was argued by Counsel" "On Consideration whereof the Court find that there is Error apparent upon the face of the record

Wednesday May 3rd 1899.

John B. Shisler
vs
Thompson Bros & Co.

Court of Common Pleas
Union County, Ohio.

This cause came on for hearing this first day of May, 1899, on the motion of plaintiff to dismiss defendant's appeal, and on consideration of the same and upon hearing argument of counsel thereon, the Court overrule said motion, to which ruling plaintiff excepts, and asks leave of court to plead herein within thirty days, which is granted.

Ellen Green
6807 vs
The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, The Cleveland, Cincinnati, Chicago & St. Louis Railway Company and Michael Dea.

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the pleadings and evidence; On consideration whereof, it appearing that the Cleveland, Cincinnati, Chicago & St. Louis Railway Company had nothing to do with building the fence and placing the obstruction complained of in the petition, it is ordered that the petition be and it is dismissed as to the said The Cleveland, Cincinnati, Chicago & St. Louis Railway Company. And by the consent and agreement of the plaintiff and the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, it is ordered that the post and picket fence directly in front of the plaintiff's residence be removed from a point on the line with the west line of plaintiff's said residence to a point in the line of the right of way of The C. C. C. & St. L. Ry. Co. on the east line of plaintiff's residence, and that the plaintiff shall have ingress and egress for pedestrians only to and from her said residence diagonally across the vacant lot bound by said Railway Companies to a point in the platform of The C. C. C. & St. L. Ry. Co. north of the interlocking signal tower as now located.

But this decree is not to be construed as giving to the plaintiff or any other person or persons the right to use the tracks or road bed of said defendant, The P. C. C. & St. L. Ry. Co as means of ingress and egress to and from her residence.

And it is further agreed and ordered that the defendant, The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company pay the costs herein except the costs of the plaintiff's witnesses, which are to be paid by the plaintiff. And it is further agreed that no record shall be made.

State of Ohio
980 vs
Morris W. Hill

Court of Common Pleas, Union County, Ohio.
Indictment - Feeding unwholesome flesh to swine.

This day came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Morris W. Hill appearing in open Court and arraigned upon said indictment for plea thereto saith he is "not guilty" and there not being time to try this case at the present term, this cause is continued until next term, and the Court requires said defendant to enter into bond in the sum of $200.00 for his appearance on the first day of the next term of this court.

Wednesday May 3rd 1899

7647 William Bringmerton vs David Wentsbaugh } 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 the plaintiff, it is ordered by the Court that the said judgment herein, for the sum of Twenty Eight & 9/100 Dollars and Twenty Two and 84/100 Dollars costs, with interest at the rate of six per cent per annum be, and the same doth stand revived against the said David Wentsbaugh and every of them; and that the plaintiff recover against them, jointly and severally his costs in the above this proceeding of revivor, incurred and expended, taxed at $

7646 R. W. Connell vs David D. Wentsbaugh Gd Ella Wentsbaugh } 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 Fifty Seven and 7/100 Dollars and Twenty Seven and 0/100 Dollars costs, with interest at the rate of six per cent per annum be, and the same doth stand revived against the said David D. Wentsbaugh and Ella Wentsbaugh 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 $

981 The State of Ohio vs Morris W. Hill } Court of Common Pleas, Wayne County, Ohio. Indictment - Feeding unhealthy flesh to Swine.

This day came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant, Morris W. Hill appearing in open Court and arraigned upon said indictment, for plea thereto saith he is "not guilty," and there not being time to try this cause at the present Term, this cause is continued until next Term, and the Court requires said defendant to enter into bond in the sum of $200.00 for his appearance on the first day of the next term of this Court.

7537 W. B. Luke vs Henry V Spicer } June 15th 1899 Entry

This day this cause is settled as per agreement and costs paid

Court adjourned until Monday, June 19th 1899, at 10 o'clock A. M.

Monday June 19th 1899

Court convened at 10 O'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

Special Venire.

The regular Jury for this present term having been discharged, and it becoming necessary for a Special Venire to issue, it is ordered that a Special Venire issue for (1) Geo. P. Warner, (2) Burl McLaughlin, (3) Chas. Hamilton (4) J.B. Galloway, (5) Solomon Butz, (6) Albert Carr, (7) J. M. Brannon, (8) Wm Lawrence, (9) J. J. Lovell, (10) J. H. Ryan (11) W. L. James (12) Wm Barbour, returnable according to law.

Duncan Dow
Judge.

In the Matter of the Application
of
7676 The Presbyterian Church of Marysville, Ohio, by its Trustees, Robert N. Robinson, Samuel L. Church, C. F. Lentz and William G. Snodgrass, for sale of Real Estate.

Court of Common Pleas
Union County, Ohio.

Petition to sell land.

This day this cause came on to be heard upon the petition of the trustees of the said Presbyterian Church of Marysville, Ohio, and the same was submitted to the Court on the petition and the evidence:

On consideration whereof the Court find the sale of the premises prayed for in the said petition appears, upon the hearing hereof, to be desired by the members of said Church, and that authority should be given to accomplish the same;

It is therefore by the Court ordered and decreed, that said trustees of said Church, be and they are hereby authorized and empowered to cause the appraisement and make the sale of the premises in the petition described at private sale as asked for in the said petition, at not less than the appraised value of the same.

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 payments be made, the last payment not to be beyond two years from the day of sale and cash payment shall not be less than one third of the proceeds of said sale.

All deferred payments to be secured to the satisfaction of said trustees and shall bear interest at the rate of six per cent per annum.

Wayne Swore
vs
George W. Drumm

Court of Common Pleas
Union County Ohio.

This day came on this cause to be heard upon the motion filed herein by the defendant to require the plaintiff to give security for costs in this case and upon hearing the court find that the plaintiff is a non resident and orders that he give security for costs in thirty (30) days.

Monday June 19th 1899

7659 Sarah E. Owens vs Nathan Graham 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 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 Lola M. Siple, 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, on 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 $355, it is ordered that the Sheriff out of the money in his hands pay-

First; To the treasurer of this County the taxes, penalty and interest against said property, to-wit, the sum of $

Second; The costs of this action taxed at $

Thirdly; To the plaintiff, Sarah E. Owens, the amount heretofore found due her, with interest, to-wit, the sum of $

And that the said Sheriff hold the balance of the proceeds of said sale if any until further order of this court.

7611 In the matter of the Appointment of O. E. Lincoln to Dwight Lincoln on Appeal } Court of Common Pleas Union County, Ohio.

It is ordered by the Court that out of their rents of the Union County lands amounting to $915 the Assignee pay the costs of this hearing and an Aty. fee of fifty dollars to Cannon and Cannon Attorneys and that he pay the balance of said sum of $915 to W. C. Fullington as trustee of the Bank of Marysville to apply on said mortgage claim - The rents of the Champaign County lands having been for grain sold, before the assignment, is left in the hands of said Assignee for expenses and distribution to general creditors - by agreement there is to be no record in the Common Pleas Court, and a mandate is ordered to the Probate Court to carry out the order.

7654 Ellen Douglass Kincaid vs Levi L. Longbrake et al } Court of Common Pleas Union County, Ohio.

It appearing that the premises ordered to be sold in this case have been twice advertised and offered for sale, and remain unsold for want of bidders, on motion of the plaintiff it is ordered that that ~~a new~~ appraisement be made of said premises.

Monday June 19th 1899

7678 John Ward, Plff. in Error, vs B.F. Papson, Deft. in Error } Court of Common Pleas, Union County, Ohio.

This day on motion of John Ward the plaintiff in Error the Court finds that due notice has been given to the defendant in Error by said Ward of the application of said Ward for leave to file a petition in Error in the above case in this Court, which motion the Court sustained and granted leave to said Ward to file his said petition in Error and which is accordingly filed.

7168 John B. Morris vs Edmund Dilsaver } Court of Common Pleas, Union County, Ohio.

This cause came on to be heard on the return of the Sheriff of the writ of execution issued herein, with his report of his proceedings and sale of lands and tenements under said writ.

And the Court having examined the said proceedings, being satisfied that the said sale has, in all respects, been made in conformity to the provisions of the statute in such cases made and provided, find the same to be legal and do, therefore approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser, Edmund Dilsaver, a deed, according to law, for the property so sold, and the said purchaser is hereby subrogated to all the rights of any lienholders who shall be satisfied herein, for the protection of his title, and a writ of possession is awarded to put the said in possession of said premises.

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

First; To the treasurer of the County the taxes, interest and penalty due upon the property so sold, to-wit, the sum of $

Secondly; To the Clerk of this Court the costs of this execution and the proceedings and sale thereunder, taxed at $

Thirdly; To the said Edmund Dilsaver the balance to apply on his judgment herein.

And a record shall be made, showing the amended petition, judgment for costs, judgment of dismissal and the order and proceedings thereunder and confirmation of sale.

7640 Malcolm M. Cameron, Ed Mary A. Cameron vs David D. Wintsbaugh et al } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of the counsel for the plaintiff to confirm the sale made in this case; and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of the court, and the same being examined and found by the Court, in all respects, in due form of law. It is ordered that said

Monday June 19th 1899

proceedings and sale be, and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to the said purchaser, Malcolm M. Cameron and Mary A. Cameron a deed in fee simple for the said lands and tenements by him sold as aforesaid

And it is further ordered that the costs and expenses of this suit amounting to $179.86 including attorney fee to T. T. Arthur of $80.00 and the taxes amounting to $11.17 be paid out of the money arising from said sale.

And that the Sheriff distribute the residue of the first payment as follows; The defendant Sarah Wintobaugh having died to Harriett Smart her contingent right of dower as set up in her Answer in this case.

1st. To Malcolm M. Cameron and Mary A. Cameron together $297.95
2nd " Sarah Daugherty 74.48 3/8
3rd " David D. Wintobaugh 74.48 3/8
4th " Harriett Smart 148.96 3/8

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

1st. To Malcolm M. Cameron and Mary A. Cameron together $393.45-3/4 in one year and the same amount in two years.

2nd. To Sarah Daugherty $98.36 7/16 in one year and the same amount in two years

3rd. To David D. Wintobaugh $98.36 7/16 in one year and the same amount in two years.

4th. To Harriett Smart $196.72 7/8 in one year and the same amount in two years.

And this cause coming on further for hearing on the answer and Cross-petition of the defendants R. W. Connell, William Burgner & Son and Ella Wintobaugh and the Court being fully advised in the premises do find that the amount above found due to said defendant David D. Wintobaugh shall be distributed among said defendants above named in the proportion following, to-wit:

1st. To the Clerk of this Court the sum of $2.40 for the costs on said Answer and Cross-petition herein.

2nd. To the Clerk of this Court the sum of $27.80, being the costs on review of the judgment of R. W. Connell and the sum of $22.84, being the costs on review of the judgment of William Burgner & Son.

3rd. To the defendant R. W. Connell the balance of said cash payment, $21.35 to apply on his claim.

4th. Out of the first note for deferred payment to said David D. Wintobaugh the remainder of his claim in full, on compromise $18.62.

5th. Out of said first note to said defendant William Burgner & Son the amount of their claim in full, on compromise $20.00.

6th. To the said defendant Ella Wintobaugh the remainder of said first note $69.74 7/16 and all of said second note $98.36 7/16 to apply on her decree for alimony.

7526 J. W. Robinson vs J. H. Wood et al } Court of Common Pleas, Union County, Ohio.

This cause came on for hearing, the defendant S. N. McClelland was given until August 1st, 1899, to plead further herein.

7612

7658

Monday June 19th 1899

7612 Edward O'Harra et al vs Albert Burnham, Admr. } 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) Geo. P. Zwerner, (2) Burl McLaughlin, (3) Chas. Hamilton, (4) J.B. Galloway, (5) Solomon Butz, (6) Albert Carr, (7) Wm Lawrence, (8) Wm Barbour, (9) T. J. Lovell, (10) J.H. Ryan, (11) W.L. James (12) Ray G. Morse, who were duly empanelled and sworn according to law, and after hearing the evidence adduced, the hour of adjournment having arrived, this cause is continued until 9 O'clock tomorrow morning.

7658 Philip Vanderau vs Levi L Longbrake et als } Court of Common Pleas Union County, Ohio.

This day the return of the order of sale issued in this case was produced to the Court by the plaintiff, and the proceedings and sale of the Sheriff under the commands and requirements of such order being carefully examined by the Court and found by the Court and found by the Court in all respects in conformity to law, and the Court being satisfied of the legality of such sale which is hereby approved and confirmed by the Court, it is ordered that the Sheriff, said J. Ed Robinson, make to the purchaser of said Lot No. 595 a deed for said lands and tenements so sold to said purchaser said Chas. W. Southard, and that said Sheriff said J. Ed Robinson, make to the purchaser of said Lots Nos. 600-601 and 604, a deed for said lands and tenements so sold, to said purchaser said Philip Vandergrau, and out of the money arising from said sale, it is further ordered by the Court that said Sheriff pay:

First; the taxes if any due upon said premises, $10.88

Second: the costs of this proceedings. $43.80

Third: the claim of the plaintiff herein for taxes paid the sum of $16.24 with 6% interest thereon from Jan'y 17, 1899, $16.65.

Fourth: the plaintiff's mortgage lien on said premises to-wit, the sum of $555.55 with 8% interest thereon from April 10, 1899, and if this be not sufficient to pay said plaintiff's claim in full that execution be awarded for the balance, $563.15.

Fifth: that the balance if any after paying plaintiff be paid to Clarissa J. Cassil, the defendant holding title to said premises at the commencement of this action $65.54.

The Court further orders the Clerk of this Court to Enter Satisfaction of the Mortgage herein foreclosed upon the the Records of said Mortgage in the office of the County Recorder

Bredrick for Deft.
J H Knikade

Court adjourned until 9 O'clock tomorrow morning.

Tuesday June 20th 1899

Court convened at 9 O'clock A.M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

7612 Edward Chaver et al vs Albert Burnham, Admr. } Court of Common Pleas Union County, Ohio.

This day again came the parties by their attorneys; also came the the following named persons as jurors, to-wit:
(1) Geo. P. Warner (2) Burl McLaughlin, (3) Chas. Hamilton (4) J.B. Galloway, (5) Solomon Butts, (6) Albert Carr, (7) Wm Lawrence (8) Wm Barbour, (9) J. J. Lovell (10) J.H. Ryan (11) W. L. James (12) Ray G. Morse, who were heretofore duly impanelled and sworn according to law; and after hearing the arguments of Counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes the said jury into open court with their verdict in writing signed by their foreman and say:

We, the jury, being duly impanelled, sworn and affirmed, find the issues in this case for favor of the plaintiffs and assess the amount due the plaintiffs from the defendant Albert Burnham as Administrator of the estate of Estella Mitchell deceased at the sum of $187.20

J.H. Ryan, Foreman

7676 In the Matter of the Application of The Presbyterian Church of Marysville Ohio to Sell Real Estate &c &c. } Court of Common Pleas Union County, Ohio.

This day this cause came on for hearing on motion of the Trustees of said Presbyterian Church, to confirm the appraisement and sale of the premises heretofore made herein, and the Court having examined the said proceedings and sale, find that the same have in all respects been conducted according to law and the former order of this Court;

It is therefore considered, ordered and adjudged by the Court here that the said appraisement and sale of the premises in the petition be and the same is hereby approved and confirmed, and the said trustees are hereby ordered to make execute and deliver to the purchaser, Josephine C. Snodgrass, a good and sufficient deed for said premises.

And it is further by the Court ordered that out of the proceeds of said sale the said trustees pay:

First: The costs in this cause incurred taxed at $

Second: That the balance of said proceeds be applied to the payment of the indebtedness of the said Presbyterian Church.

L. 5729 O.H. Lind vs Isaac Hughes } Court of Common Pleas Union County, Ohio.

In this cause on motion of said plaintiff, O.H. Lind, and it being made to appear to the Court that the said judgment herein has become and is dormant and that there is still due thereon the sum of $22.75 and costs with interest

Tuesday June 20th 1899

from the 30th December, 1893; it is therefore ordered that said Isaac Heugho be and is hereby ordered to show cause why the said judgment for said sum of money should not be revived on or before the 1st day of August, 1899, and in default of such showing the said judgment to stand revived for said sum of money.

Charles W. Shirk and wife
vs
Harry E. Lockwood et al

Court of Common Pleas
Miami County, Ohio.

This day came the parties in this case by their attorneys and thereupon plaintiff produced the Report of the Sheriff and of the Commissioners heretofore appointed in this case to partition said lands and moved the Court that the same be approved and confirmed - and thereupon the defendant John H. C. Diamond by his attorney submitted to the Court his motion to have said report of said Commissioners rejected and set aside for the reason that the partition by them made was unreasonable, unjust and inequitable and in justice to said defendant John H. C. Diamond.

And thereupon the said plaintiff Charles W. Shirk and wife Loretta A. Shirk and the said defendants Harry E. Lockwood and his wife Rosetta J. Lockwood by their attorneys offered and proposed in open Court to allow said defendant Diamond to have his choice of the parcels of land as made by said Commissioners as shown in said report - and the said defendant Diamond elected to take what is described in said report as Lot No. 1 containing 50.65 acres instead of of Lot No. 2 containing 47.65 acres as had been assigned and set apart to him - and this election of said Diamond having been agreed to by the said plaintiff and the said defendant Harry E. Lockwood and Rosetta J. Lockwood in the presence of the Court and with its approval while in session, the Court so ordered.

It is therefore considered, ordered, adjudged and decreed by the Court that said report and the proceedings thereunder be approved and confirmed, modified only by the agreement as aforesaid - and that partition of said premises be made as follows, to-wit:

That there be assigned and set off to the said defendant John H. C. Diamond in severalty as his portion of said premises in conformity to said report and in pursuance of said agreement the land marked as tract No. 1 in said report - and that there be assigned and set off to Loretta A. Shirk & Rosetta J. Lockwood in severalty as tenants in common the parcel of land marked in said report as tract No. 2 - And it is further ordered by the Court and agreed to by the said parties that the said parties convey to each other by quit claim deed the respective tracts so assigned to each in pursuance of this order. It is further found by the Court that there is due the said Clara Blosser the sum of $271.55, which is a valid mortgage lien upon said premises described in her cross petition and that the said sum of money is the debt of said parties in the proportion of their interest in said lands as follows, to-wit: the one half thereof with the interest thereon is the debt of said Diamond and the one fourth thereof is the debt of said Rosetta J. Lockwood and the one fourth thereof is the debt of said Loretta A. Shirk.

It is therefore considered, ordered and adjudged and decreed that the said Clara Blosser recover of the said parties the said sum of

Continued on page 557.

Tuesday June 20th 1899

Certificate for Pay-

Sheriff's Office Union County, Ohio,
Marysville, Ohio, June 20th 1899.

To Hon. Duncan Dow, Judge.

The Court charges for the April Term, A.D. 1899, Union County Common Pleas, are due for services rendered and are as follows:

Union County, Ohio.

To J. E. Robinson, Sheriff. Dr.

To serving Grand Jury 1 time	$4.00
" 102 miles serving Grand Jury "	8.16
" serving Petit Jury "	4.00
110 miles " " " "	8.80
To serving Special Jury "	4.00
" " Grand " Witnesses	2.80
" making 28 Copies, Grand Jury Witnesses	2.80
" 224 miles travel, Grand " "	17.92
" calling 30 Grand Jury "	1.50
" Joseph Lawrence 19 days as Bailiff	38.00
" Allen Hearne 19 " " Deputy Sheriff	38.00
Total	$129.98

I hereby certify the above bill to be correct.

J. Ed Robinson
Sheriff of Union County, Ohio.

To the Clerk of Courts, Union County Ohio.

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

Duncan Dow
Judge of Common Pleas Court,

7650 Ella S. Wertsbaugh vs David D. Wertsbaugh } Court of Common Pleas Union County Ohio.

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 conceded by him to be true.

The Court also find upon the evidence adduced that the defendant has been guilty of adultery and gross neglect of duty and that by reason thereof the plaintiff is entitled to alimony as prayed for, and at the time of filing her petition she had been a resident of the state of Ohio for the preceding the filing of said petition and there was a bona fide residence of said County of Union.

It is ordered by the Court that the defendant pay the plaintiff and of his estate as her reasonable alimony the sum of $800.

June 19. 1899.

7650

$271.55 and her costs herein expended taxed at $ together with her costs herein expended and that the proportionate share of each of the same so found due said Bloomer from the said several parties shall be and remain a lien upon the respective shares of each until so paid, and that so far as said debtors are concerned herein the respective share of each shall be released from said indebtedness when his or her share of said indebtedness has been paid and when all has been paid the Clerk of this Court is hereby authorized to cancel said mortgage on the Records of Deeds and Mortgages of said County.

It is further found there is due to the Farmers Bank of Marysville Ohio, from the defendant Diamond the sum of $ which is a mortgage lien upon the undivided half interest of the said Diamond in said land.

It is therefore ordered adjudged by the Court that said Diamond remove said lien from said tract No. 2 herein set off to said Shirk and Lockwood and free said tract No. 2 from said mortgage lien.

It is further found that said land is rented for this season and is fully under cultivation by order of this Court.

It is therefore ordered that the several tenants on said land be permitted to complete the crops commenced undisturbed and that they shall have the ordinary tenants share of said crops and that the Landlords share thereof shall be divided equally one half to Diamond and one half to the said Shirk and Lockwood.

It is further ordered adjudged and decreed that the costs of this proceeding including an attorney fee to Robinson & Woolbum of $79.00 be paid by said parties in proportion to their respective interests in said land and that in default of payment for sixty days that execution be awarded as in judgments at law against said parties for their respective shares and that for further compliance with this order this case is continued.

June 19, 1899.

The Farmers Bank
vs
Willis Y. Roots et al

7656

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on motion of the plaintiff to confirm the sale made by the Sheriff herein and the Court having examined the return and proceedings of the Sheriff and finding the same in conformity to law and the former order of this Court, it is ordered that the sales made and reported by the Sheriff on his order of sale returned and filed May 20, 1899; except the sale of tract No. thereon be and the same hereby are approved and confirmed, and said Sheriff is ordered to convey tract No 8 to the purchaser thereof W. J. McElirgan, Lots Nos. 137, 138 and 139 to the purchaser thereof A. L. Scott; Lot No. 140 to the purchaser thereof Annie B. Davis, Lots Nos. 141 and 142 to the purchaser thereof Myrtle L. Cox, Lot No. 143 to the purchaser thereof D. C. Nyce, Lots 144 and 145 to the purchaser thereof W. J. McElirgan and Lots 131 and 132 to the purchaser thereof Elwood Huffman. The purchaser W. M. Snodgrass of tract No. 1 having failed to comply with the terms of the sale herein, said sale to said W. M. Snodgrass is hereby set aside and held for naught, and said Sheriff is ordered to proceed and sell said tract No. 1 the same as if it had not been sold to said W. M. Snodgrass

And the Court coming now to distribute the proceeds of said

June 20 1899

sale amounting to $577.90, it is ordered that the Sheriff out of the money in his hands pay:

1st. The taxes on said premises amounting to	$ 84 88
2nd. To the Clerk of this Court the costs of this case amounting to	$ 83 07
3rd. To the Citizens Home & Savings Company on its mortgage on Tract No. 8, the balance of the proceeds thereof amounting to	$ 335-64
4th. To the plaintiff its ratable proportion of the remainder amounting to	$ 26 80
5th. To the defendant, The Township Trustees of Minn Township, Minn County, Ohio, its ratable proportion of the remainder amounting to	$ 47 51
6th. To the defendant, The Citizens Home & Savings Company, its ratable proportion of the remainder amounting to	$ ____
Total	$ 577 90

June 19, 1899.

Martha Gordon
vs
Mary Morse, Opal Gamble,
Alta Gamble, L. E. Wharton,
Charles E. Wharton, O. M. Sevitt & Bro.,
E. H. Huston, E. K. Drennan,
assignee of Fale Gunsaulus Co.

7528

Court of Common Pleas
Minn County, Ohio.

no. 7612.

On motion to the Court by the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the same being examined and found by the Court in all respects in due form of law, it is ordered by the Court that the said proceedings and sale be, and the same are hereby approved and confirmed, and that the said Sheriff execute and deliver to the said purchaser, Martha Morse, a deed in fee simple for the lands and tenements by him so sold as aforesaid; And it is further ordered that the Sheriff out of the proceeds of said sale pay=

First -- To the treasurer of Minn County, $11 67 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 $35. to R. McElroy for his services herein, taxed at $113 96.

Third -- To L. E. Wharton, on her certificate and receipts for taxes by her paid on said premises, set up in her cross-petition, including interest from the date of each several payments to the 19th day of June 1899, the sum of $92.24.

Fourth = To E. H. Huston and E. K. Drennan assignees of "The Fale Gunsaulus Company" on their Mortgage set up in their Cross-petition for the payment of $125. represented by his promissory note, dated April 13th 1893, with interest at the rate of 8 per cent from April 13th 1893 to June 19th 1899, the sum of $187.85, with interest at the rate of 8 per cent per annum from the 19th day of June, 1899, on the unpaid balance of said sum until paid to-wit, the sum of $139.06.

Fifth = To O. M. Sevitt & Bro. on their note and Mortgage set up in their Cross-petition the sum of $40 86, with interest at the rate of 8 per cent per annum from the 23rd day of July, 1896, to the 19th day of June 1899, the sum of $50 34, with interest at 8 per cent from the 19th day of June until paid.

Sixth -- To Charles E. Wharton, on his note and Mortgage set up in his answer and Cross-petition, for the sum of $100. with interest at the rate of 6 per

Tuesday June 20th 1899

cent per annum from the 11th day of March 1898. to the 19th day of June 1899, the sum of $107 66/100, with interest from June 19th, 1899, until paid.

Seventh-- To Mertie Gordon, plaintiff, and to Mary Morse, Opie Gamble and Alta Gamble, defendants in partition, each the one equal one fourth part of the residue of said proceeds, after paying of taxes, costs and the liens so found against said lands. And it is ordered that the said Sheriff distribute the residue of said money, and take the promissory notes from said purchaser for said deferred payments, and distribute them between said parties in the same above mentioned proportion- that said deferred payment so secured by mortgage be taken in the name of the said Sheriff, J. Ed Robinson, for the use and benefit of said parties respectively.

June 19, 1899.

No. 7612,	Edward Chaver and Isola Chaver, Plaintiffs vs. Albert Burnham, admr of the Estate of Velecta Mitchell "Deceased" Plaintiffs	Court of Common Pleas Union County, Ohio. Entry.

This cause coming on for hearing on the Motion of the Defendant to set aside the Verdict. and for a new trial herein. the court on Consideration thereof overrule the Same. to which decision Defendant then and there Excepts.

It is therefore considered by the Court that the Said Plaintiffs recover from the Said Defendant the Said of One hundred and Eighty Seven and 20/100 Dollars as heretofore by the Verdict of the Jury found due them. Together with his Costs herein expended. to all of which Judgment and ruling of the Court the defendant by his Counsil then and there Excepted

Tuesday June 20th 1899.

7655 Jacob C. Lee vs John Carey et al } Court of Common Pleas Miami County, Ohio.

This day this cause came on for hearing, and thereupon came parties parties by their attorneys, and it appearing to the Court that this cause has been settled and compromised between the parties hereto, it is ordered that the said agreement and settlement be and the same is hereby approved and confirmed by the Court, which agreement is as follows: viz: All matters of difference between said plaintiff and both of said defendants are hereby settled and compromised, in conditions of the sum of One hundred and fifty dollars paid by Andrew Carey as Administrator of the estate of said defendant John Carey deceased, and the same is hereby ordered as a valid claim against said estate; said plaintiff is to pay the December 1898 and June 1899 payments of taxes on the farm conveyed to him by said defendants situated in Lostburg Township, Miami County, Ohio, said defendant Andrew Carey as Administrator as aforesaid is to pay the costs of this case taxed at $

7363

No 7445 ?

No 7445 William Moffitt vs John H. Jennings } Entry

Entry

This day this cause came on for hearing on the report of the Referee heretofore filed herein, and also on the Exceptions of the defendant thereto, and the same was argued by Counsel and submitted to the Court.

On consideration whereof the Court do sustain the first and third Exceptions and overrule the Second Exceptions, so that said Report as corrected by the Court shows a balance due Plaintiff from defendant on September 18th 1898 of Forty Dollars and Ninety one cents, interest of One Hundred and Nineteen Dollars and Fifty cents as found by said Referee.

It is therefore considered, and adjudged by the Court that said Report of said Referee, as Modified as hereinbefore set forth be and the same is hereby approved and Confirmed, and that said Plaintiff, William Moffitt recover of said defendant, John H. Jennings, the sum of Forty Three Dollars and Thirty Eight cents with eight per cent interest thereon from this date viz: June 20th 1899, and the costs herein taxed at $218.21, and Execution is awarded therefor

Tuesday June 20th 1899

Harmon Patch Jr.
7363 vs
Martha Patch et al

Court of Common Pleas
Lorain County, Ohio

This day the motion filed in this, on June 19th, 1899 by J. M. Kennedy, came on to be heard upon the matter and statements made and set forth in said motion.

And the Court being fully advised in the premises, overrules said motion and dismisses the same, to which ruling and decision of the Court said J. M. Kennedy then and there excepted.

9107445.

William Moffitt
No 9445 vs
John H. Jennings

Entry.

This day this Cause Came on for hearing on the report of the Referee herein filed herein, and also on the Exceptions of the defendant thereto, and the Same was argued by Counsel, and Submitted to the Court.

On Consideration whereof the Court do Sustain the first and third exceptions, and overrule the Second Exceptions, so that Said report as Corrected by the Court Shows a balance due Plaintiff from defendant on September 18th 1898 of Forty Dollars and Ninety one Cents, instead of One Hundred and Nineteen Dollars and Fifty Cents as found by Said Referee.

It is therefore Considered and adjudged by the Court that Said Report of Said Referee, as Modified as hereinbefore set forth be, and the Same is hereby approved and confirmed, and that Said Plaintiff, William Moffitt, recover of Said defendant John H Jennings, the Sum of Forty three Dollars and Thirty Eight Cents, with Eight per Cent interest thereon from this date, viz: June 20th 1899, and the Costs herein Taxed at $218.21 and Execution is awarded therefor

Bredrick for Deft

Tuesday June 20th 1899.

No 7642 John Tobin = Plaintiff
against
Jacob Shultz et. al.; - Defendants

Entry

This cause came on to be heard on the return of the Sheriff of the writ of Execution issued herein, with his report of his proceedings and Sale of lands and tenements under said writ, and the Court having carfully examined the said proceedings. being Satisfied that the Sale has in all respects been made in conformity to the provisions of the Statute in such cases Made and provided, finds the same to be legal, and does therefore approve and confirm the Same.

It is further ordered that the Sheriff make to the purchaser, John Tobin, a deed in fee-Simple for the lands and tenements So Sold, To-wit:

Situate in the County of Union, Township of Jerome, and in the Village of Plain City, and bounded and described as follows viz; = Being part of Lot No. Thirty-Two (32) in the Shupper addition to Said village as the Same is known, Numbered, and designated on the recorded plat at Marysville, Ohio, - Said plat Showing Said Lot to be forty (40) feet front, and one hundred and thirty seven (137) feet deep, and taken from the South Side of Said Lot No 32. And a writ of possession is awarded to put the Said purchaser in possession of Said premises.

And the Court coming now to the distribution of the purchase Money in the of the Sheriff, Orders that he pay =

1st. To the Treasurer of this County the Taxes and penalty due upon the property So Sold, To-wit: the Sum of. $

2nd. To the Clerk of this Court the costs of this action Taxed at $

3rd. To the plaintiff John Tobin, the amount of the Judgment herein returned, with interest to this date, To-wit, the Sum of $

Approved, Porter & Porter
per Plaintiff

Monday. June 19th 1899.

No 7669 Anna E. Kerr
vs
E. Harry. Kerr

Entry

Now came the Plaintiff, and the Defendant having been legally Summoned by Publication and having failed to appear, the Court find him in default for answer and demurrer to Said Petition and find that the allegations therein 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.

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 Anna E. Kerr and E. Harry Kerr 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 Anna E. Ayers. D W. Ayers Attorney for Plaintiff

Frankie E. Kirton }
7641 vs } Court of Common Pleas
J. Ed Bohmer } Miami County, Ohio

It appearing that the property in the petition described was taken by the defendant under an execution issued in favor of The Bimel Carriage Company, a corporation doing business in Ohio on motion of said defendant and of the said The Bimel Carriage Company, the said The Bimel Carriage Company is hereby substituted as defendant in this action, and the action shall thereafter proceed in the name of the said The Bimel Carriage Company as defendant, and said defendant has leave to file answer in 20 days.

July 19, 1899.

Order to draw Jury

The State of Ohio, Miami County, ss.

It is ordered that the Clerk of this Court shall between the hours of 10 o'clock in the forenoon and 12 o'clock noon on the fourth monday preceding the setting of the Court of Common Pleas in said County, to-wit on the 14th day of August A.D. 1899, in the presence of the Sheriff proceed in accordance with the law in such cases made and provided, to draw from the Jury Wheel, 15 names of persons to serve as Grand Jurors and 15 names of persons to serve as petit Jurors, and shall forthwith issue Venire for said Jurors so drawn; said Grand Jurors to be and appear before said Court of Common Pleas on the first day of the term thereof, to-wit; on the 11th day of September A.D. 1899, at 10 o'clock in the forenoon of said day, and said Petit Jury to be and appear before said Court on the 18th day of September A.D. 1899.

Duncan Dow
Judge of Court of Common Pleas.

Aug. 4 1899.

Tuesday June 20th 1899

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

The present term of this Court was begun on the 10th day of April A.D. 1899. and continued from day to day and from time to time by regular adjournment until this 20th day of June A.D. 1899. and now adjourned without day.

Attest
J. N. Gossell Clerk.

7636

In Chambers

Elizabeth Peacock. Plaintiff
against
Alphonzo Marks et al

Court of Common Pleas of
Union County, Ohio.

Now comes the Plaintiff in the above cause and withdraws her demurer to defendants answer in the above cause.

Thomas Reed Atty for Plaintiff

Filed Aug 28th 1899,

A. L. Wall, and F. T. Wall
Plaintiffs
against
C. W. Rosecrans, J. G. Rosecrans
and W. S. Rosecrans.
Defendants

Court of Common Pleas
Union County, Ohio.

It appearing from the foregoing Petition and affidavit thereto, that it is necessary that a Receiver should be appointed as asked for in this cause. it is ordered that B. C. Bales Esq. be and he is appointed such Receiver with full power and authority to take possession and control of all said property, rent or otherwise dispose thereof as asked for, and as will be for the best interest of the parties hereto, and until the further order herein.

Said Receiver is directed to execute a proper Bond conditioned according to law in the sum of Five Hundred Dollars, with sureties to the acceptance of the Clerk

Duncan Dore Judge of Court of Common Pleas, 10th Judicial District of Ohio

August 26th 1898

7635 John D Dolley
vs
David Mulford

Court of Common Pleas
Union County, Ohio.

Upon motion to the court leave was granted to the defendant to file answer and the same filed September 8th 1899,

The State of Ohio. Union County ss.

To the Honorable Duncan Dow Judge of the Court of Common Pleas of said County.

I John J. Andrews Recorder of Union County, Ohio, hereby appoint Robt. G. Gray of Bellefontaine Ohio, to be one of my deputies to be appointed the 5th day of September 1899.

John J. Andrews,
Recorder of Union County Ohio.

The above appointment of Robert G. Gray as Deputy Recorder of Union County by John J. Andrews the County Recorder of said Co. is hereby approved this 5th day of September A.D. 1899.

Duncan Dow
Judge of Court of Common Pleas.

September 11th 1899

No 7654 — The Farmers Bank vs Willis Y. Roots et. al — Entry

This day this cause came on for hearing on Motion of the Plaintiff to confirm the Sales herein, and the Court having examined the return and proceedings of Said Sheriff, and finding the same in conformity to law, and the former order of the Court herein, do approve and confirm Said Sale, and the Sheriff is ordered to convey Tract No 1. to the purchaser Isreal Penrose: Tract No 2. to A. L. Avery, the purchaser, and for the undivided one half of Lots Nos. 134 and 135 to the purchasers M. H. and Mary H. Bea.

And the Court coming now to distribute the proceeds of Said Sales in the hands of the Sheriff, for Tract No 1. amounting to $1401.00 order that Said Sheriff pay.

1st The costs of Said Suit amounting to $ 44.84. and

2nd The balance to apply on the Claim of Isreal Penrose amounting to $1356.16

$1401.00

And Said purchaser Isreal Penrose in open Court assured the payment of all taxes due and to become due on Said premises as well as delinquencies.

And of the proceeds of the other Sales amounting to $203.45 Said Sheriff is ordered to pay.

1st The Taxes on Said Lots 44 and ½ of 134 and 135. amounting $ 14.54

2nd The costs of Said Suit amounting to $ 48.48

Third the remainder to the Citizens Home and Savings Company amounting to $140.43 to apply on its Claim herein

$203.45

Brodrick for Plff. & The C. H. & S. Co.

7631 — R. T. Lewis vs The Village of Plain City — May 5th 1899. — Entry

This day this cause came on for hearing upon the Transcript and Petition in Error and was argued by Counsel; on Consideration whereof the Court find that there is Error apparant upon the face of the record to the prejudice of the plaintiff in Error.

"It is therefore considered by the Court that the Judgment and Sentence be reversed upon the ground that the ordinance is defective in that the provision thereof are not confined to the Village of Plain City and for other defects therein

It is further ordered by the Court that the Plaintiff recover of the defendant his costs herein expended taxed at $19.55

Monday Sept. 11th 1899

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 September, in the year of our Lord One Thousand Eight Hundred and Ninety Nine, held in the Court House in the city of Marysville, County and State aforesaid, was begun on the second Monday the 11th day of September in the year aforesaid.

Present. Hon. Duncan Dow, Judge of the Court of Common Pleas of the 3rd Sub-Division of Ohio.

J. Ed Robinson, Sheriff
Union County, Ohio

Attest
J. Gorrell, Clerk of the Court of Common Pleas of Union County, Ohio.

The Venire Facias for a Grand Jury heretofore issued and returnable this 11th day of September at 10 o'clock A.M. was duly returned by the Sheriff with his indorsements thereon as follows:

The State of Ohio, Union County, ss.

On the 14th day of August, 1899, 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

J. Ed Robinson, Sheriff

Names	When Served	How served	Miles
C. Liggett	Aug. 16th	P. Card	22
Christ Koerner	" 18	" "	14
Solomon Turner	" 28	Personal	4
George Remer	" 26	P. Card	12
Elza Rice	" 29	Personal	10
Chas W. Campbell	" 29	Residence	16
John Bishop	" 21	P. Card	12
L. C. Conrad	" 29	Personal	8
Perry Wood	" 29	Residence	14
R. C. Holland	" 31	P. Card	24
George Osburn	" 15	Personal	38
L. H. Bechtel	" 31	"	34
Jacob Fisher	" 18	P. Card	16
Milton Blair	" 17	Personal	30
John W. White	" 16	P. card	34

And upon calling the same in open court C. Liggett, Christ Koerner, Solomon Turner, George Remer, Elza Rice, John Bishop, L. C. Conrad, Perry Wood, R. C. Holland, George Osburn, L. H. Bechtel, Jacob Fisher, Milton Blair and John W. White appeared in answer to their names, Chas W. McCampbell failed to appear, and the panel being incomplete the Sheriff summoned Ray D. Morse from the bystanders as talesman to complete the same who appeared in answer thereto, and the panel being full the court appointed L. H. Bechtel 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

Monday Sept. 11th 1899

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) C. Liggett, (2) Christ Kromer, (3) Solomon Turner, (4) George Rahm, (5) Elza Rice, (6) John Bishop, (7) L. C. Conrad, (8) Perry Wood, (9) R. C. Holland, (10) George Osburn, (11) L. H. Bechtel, (12) Jacob Fisher, (13) Milton Blair, (14) John W. While, (15) Ray G. Morse.

7657

L. 5729 — O. H. Lind vs Isaac Hughs — 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 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 $22.75 and costs, with interest at the rate of six per cent per annum be and the same doth stand revived against the said Isaac Hughs, and that the plaintiff recover against him his cost and about this proceeding of revivor incurred and expended taxed at $

7697 — Mary C. Hann vs John L. Newhouse, Walter A. Newhouse, John C. Newhouse, M. F. Langstaff Ecl, A. Newhouse — Court of Common Pleas, Union County, Ohio.

This day came the defendant M. F. Langstaff and moved the Court for leave to file demurrer in the above entitled cause.

Whereupon the Court being fully advised in the premises do grant such leave and demurrer filed.

7521 — James Mitchell vs N. S. Alden et al — Court of Common Pleas, Union County, Ohio.

It appearing to the Court that James Mitchell plaintiff has died since this suit was brought and that no personal representative of his estate has been appointed and no one appearing to further prosecute this action, it is ordered by the Court that the same be and it is hereby dismissed.

J. W. Robinson vs M. V. Hugh — Court of Common Pleas, Union County, Ohio.

By agreement the above case is settled and dismissed and costs are paid.

Monday Sept. 11th 1899

The Murray Hammond Co. vs W. Gerard Ed Son } Court of Common Pleas Union County, Ohio.

This case settled and costs paid.

7657 Leander Culver vs Bertha Thompson et al } Court of Common Pleas Union County, Ohio.

This day this cause coming on to be heard upon the return of the Sheriff and of the report of the Commissioners heretofore appointed herein and on the motion to confirm the same. And it appearing from said report that said estate could 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 $896.00 the Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same.

And it appearing to the Court that the said Leander Culver has elected to take said premises at their appraised value, it is ordered by the Court, on good cause shown, that the proportion thereof due to the parties be paid in cash to the Sheriff of said County, the said sum of $896.00 and it hereby is adjudged to him and the said Sheriff is ordered thereupon to make and execute and deliver to him a good and sufficient deed in fee simple for said premises.

And the Court coming now to distribute the proceeds of said estate it is ordered that the Sheriff, upon receiving the same as above pay:

1st. To the Treasurer of said County all taxes, if any, upon said premises:

2nd. To the Clerk of this Court the costs herein, including an attorney fee to W. W. Merchant of $15.00 and to F. A. Thompson Atty for minor defendants, ad litem, the sum of $7.47, taxed at $

3rd. To the defendant Horatio J. Rhoads the sum of $728.32 being the amount found due on his said mortgage.

And the Court find that there is a balance in the hands of said Sheriff $40.00 he is ordered to pay it to the said Bertha Thompson, Goldie Culver and Ethel Culver in equal parts, in full of their share of ~~said~~ estate.

H. W. Murray vs William & Mary Guy et al } Court of Common Pleas Union County, Ohio

This cause come on for hearing on petition of Plff. and on cross-petition of defendants N. T. Overturff, William Deering & H. G. Osborn & Co. Ohio Farmers Insurance Co. Adam & Charles Snider, F. A. Thompson and the the defendants William & Mary Guy being in default for answer. The Court therefore consider and decree that the plaintiffs have an order of sale of the premises as described in the plaintiff's petition and the cross-petition and answer of N. T. Overturff an order of sale issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into court for further order.

Anna M Gace Widow of George Gace vs Michael Gace } Entry

This day this cause was dismissed at the costs of Plaintiff

Court adjourned untill 8 o'clock tomorrow morning.

Tuesday Sept. 12th 1899

Court convened at 8 o'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge

7661 Jackson Wright vs Daniel Miller et al } Court of Common Pleas Union County, Ohio.

This day this cause was settled by agreement of the parties hereto, as follows, to-wit:

The said defendant, Lizzie Glaze hereby agrees to allow that the judgment lien of plaintiff, against said defendant Daniel Miller to be and become a lien against her certain tract of land of 12½ acres, situate on the Milford road, and by her purchased of said Daniel Miller;

And the plaintiff said Jackson Wright, in consideration of the foregoing agreement on her part, does hereby release any lien he might have by virtue of such judgment, to all other lots or lands by her owned, and purchased by her of said Daniel Miller, situate in the Village of Marysville, Paris Township, Union County, Ohio, and accepts said release by her of the 12 x ½ acres, for the satisfaction of his said judgment and costs, and therefore dismisses this action.

It is therefore considered by the Court, that the foregoing agreement be, and the same is hereby confirmed, and this cause is dismissed, with costs against defendant according to said agreement.

Sept. 11th 1899.

7459

7626

7625

No 7044 Mike A. Nefgen et al against William Weber et al. } Entry No 7044

This day on Motion of Charles Braun as administrator of the Estate of Christian W. Weber "deceased" and the proceedings of the Sale made by him on the 30th day of August, 1899, of the premises described in his Said order of Sale of the above date, was Examined by the Court, and found in all respects in conformity to law

It is ordered that the Same be, and the Same is hereby approved and Confirmed, and the Said Administrator, ordered to Make the Said purchaser, Albert Courtright a good and Sufficient deed in fee-Simple for the lands and Tenements So Sold.

And the Court order first the payment of all the Costs of this proceeding and Second = To Chas Braun Administrator for payment of the Mortgage due the Citizens Home & Savings Company & Third - the balance of the Money to be paid to the Administrator for the payment of debts of the Estate, and distribute according to law.

Porter & Porter
per Brodrick

7636 John B. Shisler vs Thompson Brother Company } Sept 11th 1899
Entry
This day this Cause is Settled

Court adjourned until 9 o'c tomorrow morning

Wednesday Sept. 13th 1899

Court convened at 9 o'clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow
Judge.

7459	Thomas Reed vs B. C. Bales	Court of Common Pleas Miami County, Ohio.

This day this cause came on to be heard upon the motion of Pltff. to strike from the files the answer of the Defendant for the reasons in said motion stated,

Upon consideration whereof the Court overrules said motion to strike said answer from the files to which the plaintiff excepted.

It is ordered by the Court that the averments of the 1st defense set out therein and found on the first page included within [ ] be and the same is stricken from said answer, also that the 3 & 4 cross demands thereof be stricken from said answer to which the defendant excepted.

7626	Martin Mangano vs Elizabeth Wire et al	Court of Common Pleas Miami County, Ohio.

This case is dismissed for want of service at plaintiff's cost.

7625	Martin Mangano vs Elizabeth Wire et al	Court of Common Pleas Miami County, Ohio.

This day this cause is settled by the parties at plaintiff's costs.

Court adjourned until 9 o'clock tomorrow morning.

Thursday Sept. 14th 1899

Court convened at 9 o'clock A.M. pursuant to adjournment.
Present The Duncan Dow
Judge.

7651	Elizabeth Peacock vs Alphonzo Marks et al	Court of Common Pleas Union County Ohio.

This day this cause came on to be heard upon the pleadings and evidence in the case, and the Court being fully advised in the premises finds the allegations second Amending petition are true.

It is therefore considered adjudged and decreed that the deed mentioned be and the same is set aside and that the plaintiff be restored to all her rights in the premises her by reason thereof, and that plaintiff's title to said lands be and the same is hereby quieted.

It is further considered and adjudged that the plaintiff recover of the defendant her costs herein to be taxed by the Clerk. The defendant gave notice of his intention to appeal. Bond fixed at $100.

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Court adjourned until 9 o'clock tomorrow morning.

Friday Sept. 15th 1899

Court convened at 9 A. M. pursuant to adjournment
Present Hon. Duncan Dow Judge

994 The State of Ohio vs Edward Kline } Court of Common Pleas Union County Ohio. Indictment. Burglary

This day this cause came on for hearing on the indictment for burglary, and the Court being fully advised in the premises does appoint J. M. Kennedy to defend said Edward Kline for said charge of burglary which appointment was duly accepted by said J. M. Kennedy.

993 State of Ohio vs James Kline } Court of Common Pleas Union County, Ohio. Indictment - Burglary

This day this cause came on for hearing on the indictment for Burglary and the Court being fully advised in the premises does appoint J. M. Kennedy to defend said James Kline for said charge of burglary which appointment was duly accepted by said J. M. Kennedy.

995 The State of Ohio vs Harvey Athey } Court of Common Pleas, Union County, Ohio. Indictment - Burglary.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Harvey Athey being brought into Court in the custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is guilty, the Court then enquired if he had anything to say judgment should not be pronounced against him, and having nothing to say and showing cause why judgment should not be passed, it is ordered and adjudged by the Court that the said Harvey Athey 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 Eighteen Months and pay a fine of $1.00 and the cost of this prosecution for which execution is awarded.

Report of Grand Jury

To the Honorable Duncan Dow - 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, 1899, beg leave to report that they have been in Session five days, and herewith return to the Court the Indictments presented by said Jury; We have carefully examined into all such Matters as have legitimately come to our Notice, having examined over Forty Seven witnesses covering Nineteen Cases and presented 13 bills and ignored Six cases considered by us. The business has been transacted in as expeditious a manner as possible: During our Session we have Visited the County Jail and made a Complete Examination thereof and find 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 have been informed that the Commissioners have procured grounds for the purpose of building a Barn for the Sheriff, and we most heartily approve of such a course on the part of the Commissioners and most Earnestly urge that they proceed without delay to erect a suitable Barn on said lot: We believe the interest of the County cannot be properly looked after with the Jail in the condition it now is in: The same being unsafe and dangerous to Sheriff and others in charge of Prisoners confined therein; We recommend that the same be put in safe condition as soon as possible

Respectfully Submitted S. H. Bechtel Foreman

September 15, 1899

Friday Sept. 15th 1899

State of Ohio } Court of Common Pleas, Miami County, Ohio.
993 vs } Indictment - Burglary.
James Kline }

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant James Kline being brought into Court in the custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is guilty, the Court then inquired if he had any thing to say why judgment should not be pronounced against him and having nothing to say and showing no good and sufficient cause why judgment should not be passed, it is therefore considered ordered and adjudged by the Court that the said James Kline 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 pay a fine of One Dollar ($1.00) and the cost of this prosecution for which Execution is awarded.

State of Ohio } Court of Common Pleas, Miami County, Ohio.
994 vs } Indictment - Burglary
Edward Kline }

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant Edward Kline being brought into Court in the custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is guilty, the Court then inquired if he had any thing to say why judgment should not be pronounced against him and having nothing to say, and showing no good and sufficient cause why judgment should not be passed, it is ordered and adjudged by the Court that the said Edward Kline 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 pay a fine of One Dollar ($1.00) and the cost of this prosecution for which Execution is awarded.

John Ward, Plff. in Error } Court of Common Pleas
7678 vs } Miami County, Ohio
B. F. Parson, Defl. in Error }

This day this cause came on to be heard upon the petition in error, the transcript from the docket of the Justice of the Peace, and the Bill of exceptions, exhibits &c, and was argued by counsel. On consideration the Court find that there is error apparent on said record and proceedings, and the Court find that said Justice of the peace had no jurisdiction of the subject of the action.

It is therefore considered and adjudged that said judgment of said justice of the peace be reversed and set aside, and that the plaintiff in error recover of the defendant in Error the costs of this proceedings in Error taxed at $ And said cause is not retained for further trial or proceeding because the justice had no jurisdiction as above herein mentioned.

It is ordered that no Record to be made

7681

7714

7687

Friday Sept. 15th 1899

7681 Arthur H. Hamm vs Ella Hamm } Court of Common Pleas Mercer County Ohio.

And now comes the said plaintiff by Jas. E. Robinson attorney and the defendant having been legally summoned by publication the Court find the allegations thereof are contained by him to be true.

The Court also find that the plaintiff, at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Mercer 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 plaintiff is entitled to a divorce as prayed. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Arthur H. Hamm and Ella Hamm 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.

7714 ~~The Union Central Mutual Life Insurance Co. vs Alf Scott et al~~ } ~~Court of Common Pleas Mercer County, Ohio.~~

~~The defendant A. B. Robinson for answer and Cross-petition says that on the 16th day of April 1896, The Farmers Bank of Maryville Ohio obtained a judgment in this Court of Common Pleas of Mercer County Ohio for the sum of Twenty four hundred and two & 50/100~~

The Michigan Mutual Insurance Co. vs Alf Scott et al } Court of Common Pleas Mercer County, Ohio.

This day Aaron B. Robinson asks to be made a party defendant in this case with permission to file his Cross petition

It is therefore considered ordered and decreed that said A. B. Robinson be made a party defendant herein.

7687 Jacob Breaston vs Huldah M. Breaston } Court of Common Pleas Mercer County, Ohio.

This day this cause came on for hearing on the petition of plaintiff, the defendant being in default for answer and the Court on hearing the evidence and being fully advised in the premises do find for the plaintiff. First: That said parties were married as alleged in the petition; Second: that due notice of the pendency of this case had been served on the defendant. Third: that said defendant had been guilty of extreme cruelty as charged in the petition and gross neglect of duty.

It is therefore considered ordered and adjudged by the

Friday Sept. 15th 1899

Court that the marriage relations heretofore existing between said parties be dissolved both parties relieved from the obligations thereof and that the plaintiff pay the costs of said suit.

7714

E. B. Baker vs Sarah Baker — Court of Common Pleas, Union County, Ohio.

7682

And now comes the Plaintiff by W. T. Harper 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 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, and by reason thereof plaintiff is entitled to a divorce as prayed for.

992

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

It is further ordered that the defendant be restored to her maiden name of Sarah Henry.

It is further considered by the Court that the said plaintiff pay the costs of this prosecution.

Gertie Pirrell vs Orro Pirrell — Court of Common Pleas, Union County, Ohio.

7685

1008

And now comes the said plaintiff by W. N. Merchant Attorney, and the defendant having been legally summoned by publication, the Court find that the allegations thereof are confessed by him to be true.

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 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 3 years and guilty of gross neglect of duty 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 Gertie Pirrell and Otens Pirrell 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: Gladys L. Pirrell of the said parties hereto be, until the further order, entrusted to the said Gertie Pirrell plaintiff.

It is further ordered by the Court that the said plaintiff recover from said defendant her costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Friday Sept. 15th 1899

The Mim Central Life Insurance Co. vs Alf Scott et al — Court of Common Pleas, Mim County, Ohio.

7714

This day A.B. Robinson made a motion to be made a party defendant in this, which motion was granted.

It is therefore ordered that A.B. Robinson be made a party defendant in this case with leave to file cross-petition immediately.

The Michigan Mutual Life Insurance Co. vs Alf Scott et al — Court of Common Pleas, Mim County, Ohio.

State of Ohio vs D. S. Loar — Court of Common Pleas, Mim County, Ohio. Indictment - Burglary.

992

Now comes the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant D. S. Loar being brought into open Court in custody of Sheriff and arraigned upon said indictment, for plea thereto saith he is "not guilty," and puts himself upon the County, and the Prosecuting Attorney doth the like.

And the Court examined the defendant D. S. Loar as to her ability to employ counsel to defend him.

State of Ohio vs Jacob Fredrick — Court of Common Pleas, Mim County, Ohio. Indictment - Carry Concealed Weapons.

1008

This day came the Prosecuting Attorney Attorney on behalf of the State of Ohio, and defendant Jacob Fredrick being brought into open Court in custody of Sheriff and arraigned upon said indictment, for plea thereto saith he is "not guilty, and puts himself upon the County, and the Court requires said defendant to enter into bond in the sum of $200.00 for his appearance on the first day of the next term of this Court.

Friday Sept. 18th 1899.

999 The State of Ohio vs Henry Williams } Court of Common Pleas Union County, Ohio. Indictment - Larceny.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Henry Williams being brought into open court in custody of 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 Court examined the defendant Henry Williams as to his ability to employ counsel to defend him.

1005 The State of Ohio vs D. S. Loar } Court of Common Pleas, Union County, Ohio. Indictment - Larceny.

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant D.S. Loar being brought into open 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 Court examined the defendant D.S. Loar as to his ability to employ counsel to defend him.

No 7559 Entry William. Wellwood vs E. J. Stevenson } This day came the parties and by agreement settled this cause as follows.

"The defendant paid the plaintiff $800.00 in full of all his demands. and Defendant is to pay all costs Except the costs made by the plaintiff since Aug. 17th 1899, "Plaintiff to pay all costs made by him including his Witnesses since Aug 17th 1899 and Judgment accordingly

"It is therefore adjudged by the Court that the defendant pay all costs. Except the costs made by plaintiff since Aug 17th 1899. and the plaintiff pay all costs costs made by him since Aug 17th 1899 and his Witnesses since that date. and by agreement there is to be no Record

1459 Thomas Reed vs B. C. Bales } Court of Common Pleas. Union County. Ohio.

This cause coming on for hearing on the Motion of the Plaintiff to set aside the Verdict and for a new trial herein. The court on Consideration thereof overrule the Same to which decision Defendant then and there Excepts.

Motion for New trial overruled. Judgment upon Verdict in favor of Defendant. Exceptions by Plaintiff

Court adjourned until 9 o'clock tomorrow morning.