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Monday Sept. 18th A.D. 1899.

Court convened at 9oo a.M. pursuant to adjournment.

Present Hon Duncan Dew Judge.

7469 — Thomas Rud vs B. C. Bales } 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) J.W. Longbrake, (2) Austin Carey, (3) Charles Snider, (4) T. F. Lockwood, (5) V. F. Collier, (6) Mike Nicol, (7) Emmet Freeman, (8) J.W. Conley, (9) R.B. Thompson, (10) J. A. Smith, (11) L. C. Robinson, (12) Scott Collier, 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 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.

Dated Sept. 18, 1899. R.B. Thompson Foreman

7731 — L. C. Beam vs Alf Johnson } 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 Robt. McCleary an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant and in favor of said plaintiff for Two Hundred & Twenty Four Dollars & Twenty Three Cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed and released and waived all exceptions errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Two hundred Twenty four dollars and twenty three cents, and that said judgment bear interest at 8 per cent from the 17th day of September A.D. 1899; and also costs herein expended, taxed at $

Court adjourned until 9oo O'clock tomorrow morning.

Tuesday Sept. 19th 1899

Court convened at 9oo o'clock A. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

No. 7714

The Milwaukee Avenue State Bank
vs
R. B. Hale
7 S-96

Court of Common Pleas
Union County, Ohio.

The demurrer filed by plaintiff was this day submitted to the Court - the Court being fully advised do hereby overrule the same.
Sept 20, 1899

The Milwaukee Avenue State Bank
vs
R. B. Hale
7 S-96

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard upon the pleadings and it was ordered by the Court that the same be continued to the next term of this Court at the cost of the plaintiff for the term.

It is therefore considered and adjudged by the Court that the defendant recover from the plaintiff the costs of the above case for this time being the sum of $
Sept. 20, 1899.

Court adjourned until 9oo O' Clock tomorrow morning

Tuesday Sept. 20th 1899

No. 7714

The Union Central Life Insurance Company, Plaintiff

vs

Alfred Scott. Lydia Scott James H Roney. Rebecca Roney et al.- Defendants

Court of Common Pleas
Union County. Ohio.

Entry

This cause coming on for hearing on the petition of plaintiff. and the Answer of A.B. Robinson and the Evidence, the Court find that the defendants herein have waived the Service by Summons and time for answering and that (Except A.B. Robinson) they are in default for answer and demurer. and that the allegations of the petition are thereby confessed by them to be true - and that there is due the plaintiff from the defendants Alf. Scott and J H. Roney on the promissory Notes set forth in the petition the Sum of $3511 89 with interest at 7 per cent from July 1st 1899, and $92 87 with interest at 8. per cent from July 1st 1899.

The Court further find that in order to Secure the payment of said Notes the Alf Scott and J.H. Roney, and Lydia Scott, and Rebecca Roney their Wives. Executed and delivered to the said, The Union Central Life Insurance Company The plaintiff. their Certain Mortgage as in the petition described, and on the premises therein described: That the said Mortgage was duly recorded in Book 24. page 327 of the records of Mortgages of Union County, and is a good and Valid lien on the premises described in the petition, and that the Conditions in said Mortgage have been broken.

It is therefore Considered by the Court that the plaintiff recover from the defendants the Sums of $3511 89 with interest at 7. per cent from July 1st 1899. and $92 87 With interest at 8 per cent from July 1st 1899, and its Cost herein Expended.

And it is further adjudged and decreed that Unless the defendants, Alf Scott, and J. H. Roney 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 Sums So found due as aforesaid with interest on $3511 89 at 7. per Cent from the first day of July. 1899. and $92 87 with interest at 8. per cent from July 1st, 1899. 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 proceeding to this Court for further order.

D. W. Byers Attorney
for Plaintiff

Court adjourned until 9 o Clock tomorrow morning

Wednesday Sept. 20th 1899.

Court convened at 9oo O'Clock A.M. pursuant to adjournment.
Present Hon. Duncan Dow,
Judge.

7717

Albert Warner Administrator de bonis non with Will annexed of David M. Keene, decd
vs
E. M. Morgan.

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by D.W. Ayers his attorney, and filed his petition against said defendant and thereupon came R.L. Woodburn an Attorney-at-Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant now produced in open Court, proven & sworn to in Court and filed with the Clerk thereof appeared in open Court in behalf of said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as he has in his petition alleged by virtue of said warrant of Attorney, confessed that there was due from said defendant to said plaintiff, on said indebtedness, the sum of Eleven Hundred Ed Seventy Five Dollars, bearing interest at 6 per cent per annum, and that said plaintiff might be reserve of said defendant a judgment for that sum.

It is therefore considered by the Court here that the said Albert Warner as administrator de bonis non with the Will annexed, plaintiff do recover of the said E. M. Morgan defendant the sum of Eleven Hundred and Seventy Five Dollars so confessed as aforesaid, with interest from Sept. 5th 1899 at 6 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 defendant waived and released.

Court adjourned until 8oo O'clock tomorrow morning.

Thursday Sept. 21st, 1899

Court convened at 8:30 o'clock A.M. pursuant to adjournment.

Present Hon. Duncan Dow

Judge.

7635 John D. De Golly } Court of Common Pleas
vs } Knox County, Ohio.
David Bedford }

This day this cause came on to be heard upon the pleadings filed in said case, and the same being assigned by the Court for trial upon the first day of this term, for Thursday September the 21st, 1899,

The defendant appeared ready for trial of said cause. The plaintiff failing to appear in any manner further to prosecute his suit, it was ordered by the court that said cause be dismissed at the plaintiff's costs.

It is therefore considered and adjudged by the Court that the defendant recover from the plaintiff his costs herein laid out & expended.

7595 Mary O'Neal } Court of Common Pleas
vs } Knox County, Ohio.
George W. O'Neal }

This day this cause came on to be heard upon the petition of the plaintiff and the Court being fully advised in the premises do find for the plaintiff.

First: That said parties were married as alleged in the petition.

2nd, That due notice of the pendency had been served on the defendant by publication in the Knox County Journal, a newspaper of general circulation in Knox County.

3rd, That said defendant had been guilty of gross neglect and of cruelty toward the plaintiff.

It is therefore considered ordered and adjudged by the Court that the plaintiff have a complete divorce from said defendant and that she have the care, custody and control of said child Henry O'Neal, and she pay the costs of prosecution.

Thursday Sept. 21st. 1899

7675 Henry H. Gordon
vs
Myrtle Gordon

Court of Common Pleas
Union County, Ohio.

This cause came on to be heard upon the petition and the evidence, and on failure of the defendant to answer said petition, was submitted to the Court. On consideration whereof the Court finds that said parties were married as set forth in said petition, and that the defendant committed adultery with Christopher Mattox as alleged in the petition.

It is therefore considered by the Court that the marriage relations heretofore existing between said parties be, and the same hereby is set aside and wholly annulled and the parties released from the obligations of the same. and that plaintiff pay the costs of this action taxed at $

992

7641 Frankie E. Kintner
vs
J. Ed Robinson Defendant.
The Bimel Carriage Company
substituted defendant

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by her attorneys, and The Bimel Carriage Company having been substituted as defendant herein, came by its attorneys, all parties being upon Court, waived a jury and by agreement submitted this cause to the Court upon the pleadings, Exhibits and evidence and was argued by Counsel. On consideration whereof the Court being fully advised in the premises find that at the commencement of this action the right of property in and the right to the possession of the property named in the petition was in the plaintiff.

And the Court find from the evidence that the appraised value of the property to-wit the sum of Four hundred and fifty nine & 75/100 Dollars is and at the commencement of this action was the true value thereof.

The Court further finds that before this action was commenced said property had been taken by the said J. Ed Robinson as Sheriff of said County upon an Execution issued from this Court upon a judgment in favor of the said The Bimel Carriage Company and against one J. C. Kintner, and not against the plaintiff and that said Sheriff then held said property and refused upon demand to deliver it to the plaintiff and that said property wrongfully detained from the plaintiff by said Sheriff.

7697

The Court further finds that upon process issued in this action said property was taken by the Coroner, he being the officer to whome said Writ of replevin was directed and that after it had been so taken it was by said Coroner delivered to the said The Bimel Carriage Company upon its agreeing and giving an undertaking to return said property to plaintiff or pay her the appraised value thereof, as she should elect, should the Court upon trial find her entitled to the same.

And the plaintiff now electing to take the value of said property as fixed by the appraisers thereof to-wit. the sum of Four hundred and fifty nine & 75/100 Dollars which the Court finds from the evidence to be the true value thereof. It is therefore considered and adjudged by the Court that the said plaintiff recover from the said defendant The Bimel Carriage Company the said sum of Four hundred and fifty nine & 75/100 Dollars and her costs herein expended and taxed at $

The defendant The Bimel Carriage Company thereupon filed its Motion for a new trial herein which motion is overruled by the Court, & exception by said defendant and the Bimel Carriage Company has the Statutory Time in which to prepare and file a Bill of Exceptions and the records are ordered kept open for that purpose.

Court adjourned until 10 O'clock Monday Morning, Sept. 25th 1899.

Monday Sept. 25th 1899

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

992 The State of Ohio } Court of Common Pleas, Union County, Ohio.
D. S. Lear } Indictment - Larceny.

This day this cause came on for hearing on the motion of Dogt. that one Harvey Athey now confined in the Penitentiary of the State of Ohio, is a material witness for the defense in the above cause.

It is therefore ordered that the Clerk issue a subpoena directed to the Warden of the Ohio penitentiary commanding him to bring said Harvey Athey before the Court of Common Pleas of Union County, Ohio on the 26th day of September, 1899, at 9 O'clock A. M.

Duncan Dow
Judge of Court of Com. Pleas.

It appearing to the Court that Janno and Edward Kline who have lately been sentenced to the Ohio penitentiary, are material witnesses in the cause of the State of Ohio vs S. D. Lear, it is therefore ordered by the Court of Common Pleas, Union County Ohio, that a subpoena issue to the Warden of the Ohio penitentiary directing him to bring the said Janno Kline and Edward Kline before the said Common Pleas Court of Union County, Ohio, on the 26th day of September 1899. at 9 O'clock A. M

Duncan Dow
Judge of Court of Common Pleas
Union County.

7697 Mary C. Hearn } Court of Common Pleas
vs
John L. Newhouse et al } Union County, Ohio.

This cause came on for hearing on the petition of the plaintiff, the defendants John L. Newhouse, Walter A. Newhouse John E. Newhouse and A. Newhouse being in default for pleading the Court finds for plaintiff as against said defendants and find that they are indebted to the plaintiff in the sum of One hundred and Eighty five Dollars, with interest from August 4th, 1899, at 6% per annum.

It is therefore ordered by the Court that the plaintiff Mary C. Hearn recover from the said defendant John L. Newhouse & Walter A. Newhouse said sum of One hundred and Eighty five Dollars debt, with interest from August 4th, 1899, at 6% per annum and costs taxed at $, That all matters relating to M. T. Langstaff in the above action is continued

The Citizens Home & Savings Co } Sept 25th 1899 Entry
Willis & Roots et al } "This day this cause is ordered by the Court left off docket

The Citizens Home & Savings Co } Sept 25th 1899. Entry
Willis & Roots et al. } "This day this cause is ordered by the Court left off docket

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

Tuesday Sept. 26th 1899

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

992 The State of Ohio } Court of Common Pleas, Trumbull County, Ohio.
vs } Indictment - Larceny.
D. S. Loar }

Now come 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 also came the following named persons as jurors to-wit: (1) S. W. Daugherty, (2) Austin Carey, (3) Charles Snyder, (4) J. F. Lockwood, (5) V. F. Collins, (6) Mike Nicol, (7) Emmet Freeman, (8) S. W. Conley, (9) R. B. Thompson, (10) J. O. Smith, (11) Madison Kimball, (12) Jos. Richie, and were duly impaneled and sworn according to law, and the said jury having heard the evidence adduced and the arguments of Counsel, this cause is continued until 8:30 O'clock tomorrow morning.

7690

999

7635 John Dee DeGolley } Court of Common Pleas
vs } Trumbull County, Ohio.
David Mulford }

This day this cause came on to be heard on the motion of the plaintiff to vacate and set aside the order and judgment of dismissal made by the Court herein on September 21st 1899, and the same being submitted to the Court on the said motion and affidavits, the Court find that said motion ought to be sustained.

It is therefore considered and adjudged by the Court that said Entry of dismissal of September 21st 1899, be and the same hereby is set aside, vacated and held for naught, and this cause is continued until the next term of this Court.

1007

7649 Albert Hill } Court of Common Pleas
vs } Trumbull County, Ohio.
Lydia A. Hill }

And now came the said plaintiff by Thomas Reed Attorney, and the defendant having been duly served with summons and a copy of the petition herein, the Court find that the allegations thereof are confessed by her to be true.

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

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

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said parties be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and the plaintiff to pay the costs of this prosecution.

Tuesday Sept. 26th 1899

7690 Walter F. Cranston vs Ida M. Cranston } Court of Common Pleas Miami County, Ohio.

This day the defendant asked and obtained leave to amend her answer in said cause instanter, amended answer filed.

999 The State of Ohio vs Henry Williams } Court of Common Pleas, Miami County, Ohio. Indictment for Larceny.

The defendant Henry Williams being brought into open Court in the custody of the Sheriff and having heretofore plead not guilty asked leave of the Court to change his plea, and the same being granted by the Court, said defendant Henry Williams plead guilty to the charge in said indictment, and being asked by the Court if he had any thing to say why judgment should not be pronounced and having no good reason, it was ordered and adjudged by the Court that he be sent to the Work House at Columbus, Ohio, for a period of thirty days, to be kept at hard labor, and to pay a fine of five dollars and costs of this trial taxed at $ for which execution is awarded and to stand committed to said Work House until said fine and costs are paid.

Sept. 27, 1899

1007 The State of Ohio vs Henry Williams } Court of Common Pleas, Miami County, Ohio. Indictment - Larceny.

The defendant Henry Williams being brought into open Court in the custody of the Sheriff and having heretofore pleaded guilty asked leave of the Court to change his plea of not guilty and the same being granted by said Court the said defendant Henry Williams plead guilty to said charge as set out in said indictment and being asked by said Court if he had any thing to say why judgment should not be pronounced against him and showing no good reason it was ordered and adjudged by the Court that said Henry Williams be sent to the Work House at Columbus Ohio for a period of 10 days and pay a fine of Five Dollars and costs of prosecution taxed at $ for which execution is awarded, this sentence to begin at the expiration of a sentence for thirty days by said Court of Williams in case 999 to the Columbus Work house at this time of said Court and to stand committed until fine and costs are paid.

Sept 27, 1899.

Court adjourned until 8:30 O'clock tomorrow Morning.

Wednesday Sept. 27th 1899.

Court convened at 8:30 Oclock A. M. pursuant to adjournment
Present Hon. Duncan Dow
Judge.

992 The State of Ohio } Court of Common Pleas
D. S. Loar } Indictment- Larceny. Wayne County, Ohio.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant D. S. Loar being brought into Court in custody of the Sheriff, and also came the said jury other wise heretofore duly impaneled and sworn according to law, and the said jury having heard the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

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

We, the Jury in this case, being duly impaneled, sworn and affirmed well and truly try and true deliverance make between the State of Ohio and the prisoner at the Bar D. S. Loar, do find that the prisoner at the Bar, D. S. Loar guilty as he stands charge in the indictment and we find the value of the goods stolen to be $150.00

R. B. Thompson. Foreman.

992 State of Ohio } Court of Common Pleas, Wayne County Ohio.
vs } Indictment for Larceny.
D. S. Loar }

The defendant herein having been heretofore convicted of Larceny and the goods valued at $150, was this day brought into Court in the custody of the Sheriff and informed by the Court of the verdict of the jury and inquired if he had any thing to say why judgment should not be pronounced against him, and showing no good and sufficient cause why judgment should not be pronounced,

It is therefore considered and adjudged by the Court that the said D. S. Loar defendant 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 pay a fine of five dollars and costs of this prosecution taxed at $141.46, for which execution is awarded.

Court adjourned until 9:00 Oclock A. M. Friday morning.

7698

5-673

963-1

Friday Sept 29th 1899.

Court convened at 9oo A.M. pursuant to adjournment
Present Hon. Duncan Dow, Judge.

7698 Willie Grissler, vs Claude E. Grissler } Court of Common Pleas Miami County, Ohio.

And now comes the said plaintiff by John M. Bordnick her attorney and the defendant having been duly served with summons and a copy of the petition herein, the Court find 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 Miami, and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of wilful absence for more than three years last past and 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 Willie Grissler and Claude E. Grissler 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: Dimpa Grissler of the said parties hereto be, until the further order, confided to the said plaintiff, Willie Grissler, and the said Claud E. Grissler is hereby enjoined from interfering in any manner with said child or with said Willie Grissler 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 Willie Grissler recover from said Claud E. Grissler her costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

5-673 L. G. Johnson vs A. L. Webb and Isaac Hughs } Court of Common Pleas Miami County, Ohio.

This day this cause came on to be heard on the Motion of P. H. Link the relator and owner of the judgment named in his motion to revive judgment against A. L. Webb as principal and Isaac Hughs as indorser - The Court being fully advised in the matter allowed the temporary order as asked for in the relators motion.

9651 Elizabeth Pearcek vs Alphonso Marks et al } Court of Common Pleas Miami County Ohio

This day this case came on to be heard on defendants Motion to set aside the decree heretofore made, sustaining plaintiffs claim set forth in her petition setting aside the deed made by plaintiff to defendants, to land described in her petition.

Friday Sept. 29th A.D. 1899.

7691

Hannah Culver }
vs
Leander Culver }

Court of Common Pleas
Union County, Ohio.

7704

And now comes the said plaintiff by W. W. Merchant, 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 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 Hannah Culver and Leander Culver be, and the same is hereby dissolved, and both parties are released from the obligations of the same. It is further ordered that the plaintiff Hannah Culver be restored to her former name of Hannah May.

It is further considered by the Court that the said Hannah Culver recover from said Leander Culver her costs herein expended, and it is ordered that the said plaintiff pay the costs of this prosecution.

Sept. 27th 1899.

I hereby appoint the following named persons Committee to examine Commissioners Report of Union County Ohio.

D. C. Brentaugh
Thos. Lovell
W. T. Harpus

Duncan Dow
Judge

Oct. 5th, 1899.

Sept 29th 1899

State of Ohio
Union County } ss

7519

Adam & Charles Sinder
Executors &c. = Plaintiff
vs
James H. Myers et al. Defendants

Court of Common Pleas
No. 7519.
Entry

This case coming on to be heard was by agreement of all parties adjusted and settled. Said case is therefore by the Court hereby dismissed without prejudice and without record at the costs of the plaintiff herein

J. H. Kinkade for Plaintiff
Porter & Porter for Myers.

7656

7704 — The Minn Banking Company vs Garrard Ed Son et al } Court of Common Pleas, Minn County, Ohio.

And now comes the said plaintiff, The Minn Banking Co. by John M. Brodrick 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 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 Garrard Ed Son, W.A. Garrard & R.C. Garrard on the note and mortgage mentioned and set forth, the sum of Six Hundred and Twenty Seven Dollars and Nineteen cents, and that it is a lien upon said premises described in said petition. It is considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of Six Hundred and Twenty Seven Dollars and Nineteen 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 Garrard and Son, W.A. Garrard, R.C. Garrard fail for 10 days from this date, to pay to the said plaintiff the said sum of Six Hundred and Twenty Seven Dollars and Nineteen cents, or so aforesaid found due, and to the clerk of this Court the costs aforesaid, then an order of Sale shall issue out of said Court to the Sheriff of this County commanding 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 aforesaid rendered; and the residue if any, he bring into Court to abide the further order of said Court.
Sept. 25th 1899.

7656 — The Farmers Bank vs Willis Y. Roots et al } Court of Common Pleas, Minn County, Ohio.

And now comes the said plaintiff, The Farmers Bank by its Attorney, John M. Brodrick, and thereupon this cause came on to be heard upon the Supplemental petition, and the said defendant Willis Y. Roots 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 heretofore found due him by reason of the premises; On consideration whereof the Court find that said judgment heretofore rendered herein is a lien upon said premises set forth in said Supplemental petition herein.

It is therefore considered by the Court here, that in case the said defendant Willis Y. Roots fail for 10 days from this date, to pay to the said plaintiff the said judgment and costs heretofore found due and costs of this proceeding that an execution issue out of said Court to the Sheriff of this County, commanding him to cause the said premises so described in said Supplemental 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; and the residue, if any, he bring into Court, to abide the further order of said Court.
Sept. 25th 1899.

7654 | Ellen Douglass Kincaid 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 to confirm the sale heretofore made herein, and the Court having carefully examined the return of the Sheriff and finding the same in all respects in compliance to law and the former order of this Court, the same is hereby approved and confirmed, and said Sheriff is ordered to convey said premises to the purchaser Robert W. Thompson.

And the Court coming now to distribute the proceeds of the said sale, order that said Sheriff, out of the money in his hands, to-wit; Two Hundred and Fifty and 50/100 Dollars, pay:

1st To the Treasurer of said County the taxes amounting to $9.00
2nd " To the Clerk of this Court the costs herein amounting to $97.45-Ex
3rd " To the plaintiff the balance of said proceeds viz: 14.40-
$250.50

to apply on her judgment against said defendant heretofore rendered herein.

Sept 25th 1899.

7689 | Charles L. Stout vs Lillie Stout | In the Court of Common Pleas. Union County, Ohio. Divorce. Sept 27th 1899.

And now comes the said Plaintiff, by D. W. Ayres 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 Wilful absence and Adultery, and by reason thereof is entitled to a divorce as prayed for.

It is therefore ordered, and adjudged by the Court, that the Marriage Contract heretofore existing between the said Charles L. Stout and Lillie Stout be and the same is hereby dissolved, and both parties are released from the obligations of the same

It is further ordered and decreed that the Plaintiff hold his Real Estate described in the Petition free from any and all interest of the Defendant, and by reason of said Marriage that She be and hereby is divested of all Dower or or life Estate in said Real Estate So described as aforesaid

It is further Considered by the Court that the said Plaintiff pay the Cost of this Prosecution

Oct 5th 1899

Certificate for Pay

7711

Sheriffs Office. Union County. Ohio
Marysville. Ohio. October 5th 1899.

To. Hon Duncan Dow. Judge
The Court Charges for the September Term A.D. 1899.
Union County Common Pleas. are due for Services rendered and as follows
Union County Ohio. To-J E. Robinson Sheriff Dr.

To. Serving Grand Jury Venire	4.00
To. 124 Miles travel Serving Grand Jury	2.00
To. Serving Petit Jury Venire	4.00
To. 132 Miles travel Serving Petit Jury	10.56
To. Serving Grand Jury Witnesses	5.20
To. Making 52 Copies Grand Jury Witnesses	5.20
To. 514 Miles Travel Grand Jury Witness	41.12
To. Calling 52 Grand Jury Witnesses	2.60
To. Joseph Lawrence 15 days Bailiff	30.00
To. Allen Haines 15 " "	30.00
Total	$142.60

7695

I hereby certify the above bill to be Correct
J Ed Robinson Sheriff of Union County Ohio.

7603

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

Oct. 5th 1899.

7711 — H. V. Bretney & Co vs S. L. Irwin et. al. — Court of Common Pleas. Union County, Ohio. No 7711

Entry

This Cause Coming on for hearing, the defendants herein are granted by the Court 30 days from this date to Plead herein, and Time for Pleading is Extended for that period

J. H. K. Oct 5th/99

7695 — The Warder Bushnell and Glessner. Co vs L. C. Chapman et. al. — No 7695

This day came this Cause on to be heard upon the demurer of the said Thomas Chapman to the petition

On Consideration whereof the Court being fully advised in the premises Sustain said demurer. to which plaintiff Excepted

Plaintiff is granted leave to file an amended petition in 30 days from this date.

7603 — Edith Bainum: Plaintiff vs Lewis L. Bainum. Defendant

Entry

This Cause Came on to be heard on the petition and Evidence, the defendant being in default of answer or demurer. altho duly Served with process, and upon due Consideration. the Court finds that the allegations of the petition are true – that the defendant has been guilty of Extreme Cruelty to this Plaintiff. and that by reason thereof the Plaintiff is Entitled to divorce as prayed for by her.

It is therefore adjudged, and decreed that the Marriage Contract heretofore Existing between Edith Bainum and Lewis Bainum be and the Same is hereby dissolved. and both parties are released therefrom

It is further Considered that Plaintiff recover of defendant her Costs herein Expended and Taxed at $

Appointment of Members of Soldiers Relief Commission

It is ordered that Uriah Cahill. of Richwood be and he is hereby appointed a Member of the Soldiers Relief Commission of Union Co. for the term of three years from the 1st Monday of October. 1899

Duncan Dow

Judge

No 7724

No 2724

October 14th 1899.

Common Pleas Court
Union County, Ohio.

No 7724

Maggie M. Graham.
VS
Bert A Graham

An order of injunction is granted in this case against said Bert A. Graham, as prayed for in the petition herein without "Bond."

And it is further ordered by the Court, on Motion of Plaintiff herein for appointment of a receiver of the property of Bert A. Graham. Which was duly heard by a Judge of Said Court, at Chambers. Upon the Evidence Adduced, and arguments of Counsel.

On Consideration Whereof, and Said Judge being fully advised in the premises, it is ordered that J.V. Witter be and he hereby is appointed receiver herein; and before entering upon his duties he Shall take an Oath faithfully to perform them, and Execute with Surety approved by the Clerk of this Court an Undertaking in the Sum of $1500.00 to this plaintiff & defendant, and for Whome it may Concern "Conditioned according to law. Whereupon Said receiver Shall take possession of all the personal property described in the petition herein, and abide the further Order of this Court.

And thereupon came J.V. Witter appointed Receiver in this Cause, and in Open Court accepts Said Appointment, and was Sworn according to law, and gave his Undertaking Conditioned according to law in the Sum of $1500.00, with Almira Witter and Maggie M. Graham his Sureties, which Undertaking and Sureties are this day approved by the Clerk of this Court.

Approved. John Mcvicy Atty for Plaintiff

Union County, Ohio
Court of Common Pleas.

No 2724

Maggie May Graham
against
Bert A Graham

Allowance of Injunction & Appointment of Receiver =

Upon application to me by the plaintiff at Chambers for the appointment of a Receiver and for the allowance of a temporary injunction.

It is ordered that a temporary injunction as asked be allowed to issue without bond, restraining the Defendant as prayed for until the further order of Court, and it is further ordered that J.V. Witter be appointed Receiver herein, Who upon the Execution of proper "Bond" in the Sum of $1500.00 with Sureties to the acceptance of the Clerk of Said Court, is authorized and directed to take possession of all of Said property and Care for the Same Until the further order herein.

Duncan Dow. Judge of Court of
Common Pleas of Union County, Ohio.

October 18th 1899.

Times for holding Common Pleas Court A. D. 1900

No 1690

State of Ohio
Tenth Judicial District } ss

It is ordered that the Terms of the Common Pleas Court of the several Counties in said Tenth Judicial District for the year 1900 be fixed as follows. To-wit:

Crawford County, on the 8th day of January, and the 7th day of May and the 15th day of October

Hancock County on the 8th day of January, and the 2nd day of April and the 17th day of September

Hardin County on the 8th day of January, and the 2nd day of April and the 17th day of September

Logan County on the 5th day of February and the 7th day of May and the 15th day of October

Marion County, on the 22nd day of January and the 9th day of April, and the 24th day of September

Seneca County on the 5th day of February, and the 30th day of April, and the 15th day of October.

Union County, On the 2nd day of January, and the 3rd day of April and the 10th day of September

Wood County, on the 8th day of January, and the 2nd Day of April and the 17th day of September

Wyandot County on the 5th day of February and the 2nd day of April and the 17th day of September

No 1690

It is further ordered that the Honorable James C. Tobias be designated as Supervising Judge, and that said terms begin at Nine O'Clock A. M.
Oct 17th 1899

J. W. Echaufelenger
Duncan Dow
Charles M. Melhorn
James C. Tobias
Allen Smalley
Frank Taylor
} Judges

October 18th. 1899

No 7690

Walter F. Cranston = Plaintiff
vs
Ida M. Cranston = Defendant.

This day this cause came on to be heard, and the defendant was permited to withdraw her pleadings from the files= And this cause was submitted to the Court Upon the petition and the evidence.

On consideration whereof the Court find that due legal Notice of the filing and pendancy of the petition has been given to the defendant. The Court further finds that the plaintiff was a resident of the State of Ohio for One year next preceeding the filing of his 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 has been guilty of gross neglect of duty toward plaintiff as in the petition set forth. by reason of Which he is entitled to a divorce as prayed for.

It is therefore adjudged, and decreed that the Mariage Contract heretofore existing between the parties hereto be, and the same is hereby dissolved, and both parties released therefrom

The Court find that the said parties have entered into a Joint Nuptual agreement in regard to the Custody of the Children and alimony, a Copy of. Which is filed in this Case. and the Court having Examined the said agreement and heard the Evidence find said agreement is fair and reasonable and Makes a just and proper provision for the defendant. and therefore approves and confirms the same deems to be reasonable as a part of this decree.

It is further ordered that the plaintiff pay the Costs herein.

Agreement

No 6790

This agreement made and Entered into this 9th day of October. 1899, be and between. Walter F. Cranston and Ida M. Cranston. Witnesseth, that Said parties having Concluded that they Can and will live together No longer as husband and Wife, Not being able to dwell together in peace, they do Mutually agree with Each other as follows.

It is agreed that the two Minor Children, To-Wit: Vigo aged about 9 years, and Inez M. aged about Six years. Shall be Confided to the Care and support of the Said Ida M. Cranston, until they Shall arive at the legal age to Choose for themselves a guardian, and it also Understood that the other two Minor Children, To-wit: John P. aged about 14 years and Florence E. aged about 13 years. Shall also live with and be Confided to the Care and Support (so far as they need any Support) of the Said Ida M. Cranston, to the end that all of Said Children may be together. with the privilege to the Said Walter F. Cranston to See and Visit them at reasonable times, and while so in her Care or Under her Charge the Said Ida M. Cranston agrees to Make No Charge against the Said Walter F. Cranston for their Maintainance, Education or Support, or Charge of any kind

It is Understood that the Said Walter F. Cranston is Wholly without Means to Make provision for the Said Ida M. Cranston. but in order to Make Such provision and Enable the parties to Make this amicable adjustment of their differances, Peleg Cranston, Father of Said Walter F. Cranston, has Consented to advance Money, and become Security for him in the following Sums, To-wit: Said Walter F. Cranston Shall pay to Said Ida M. Cranston $200.00 in Cash the receipt of which is acknowledged herein and Shall Execute to her a Note for $200.00 due in one year from this date. also another Note for $200.00 due in Two years from this date with the said

Oct 18. 1899

Reley Cranston as Security.

In Consideration of the payment of the said Sums of Money and the Execution and delivery of said Notes the said Ida M. Cranston agrees to take charge of the Children aforesaid, and to accept the said Money and Notes in full of all Claims. which She has or might have, as the wife of said Walter F. Cranston and agrees to make no further Claim upon him or his Estate for alimony, or for any Money or Share in any property real or personal. Which he has or may hereinafter acquire, and in the event that said Walter F. Cranston shall hereafter acquire real Estate and while Seized of the Same, Shall die before the said Ida M. Cranston, She will make no Claim for Dower or distributive Share in the Same. but this Settlement Shall be a bar to any and all Claims, or allowance which She otherwise might have,

And it is further agreed that in the event of a divorce being granted to either party hereto that this agreement may be recorded, as the adjustment of alimony and all Claimes which said Ida M. Cranston May or Might have against said Walter F. Cranston.

In Witness Whereof the said parties have hereunto Set their hands this day and year first above written

Walter F Cranston
Ida M. Cranston

No 7720

No 6544

No 7573

L. Kaltes Plaintiff
vs
John Dickinson
Defendant

Journal Entry

On Motion of the plaintiff, and on his producing the return of the Sheriff of the Sale Made under the former order of the Court, and the Court on Carful 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, L. Kaltes by deed according to law the property So Sold, and the said purchaser is hereby Subrogated to all the of any lien holder in said premises So far as the May be paid herein, for the protection of his title

And the Court Coming Now to distribute the proceeds of said Sale amounting to dollars, it is ordered that the Sheriff out of the Money in his hands pay: First. The Treasurer of this County the Taxes, penalty and interest against said property To wit: Secondly The Costs of this action Taxed at $. Thirdly to the plaintiff L. Kaltes the amount heretofore found due him, with interest To wit

F. A. Thompson Attorney for Plaintiff

765

7711

October 18th 1899.

No 7720

Elizabeth Talmadge
Joseph N. Talmadge and
William. Talmadge.
Plaintiff in Error
against
Joseph H Hurd and
Amos H. Leyen
Deft in Error

Cause No 7720

This day this cause came on to be heard upon the Motion of defendants in Error to Strike the Motion of Plaintiff in Error to discharge the attachment against plaintiff from the files for reasons set forth in said Motion of defendants in Error, and so as argued by Counsel. in consideration whereof the Court overrules said Motion of defendants in Error. to which ruling and decision of the Court the defendants in Error Excepts = It is therefor ordered and adjudged that the Plaintiff in Error recover of defendants in Error the Costs of said Motion Taxed at $

No 6544

Emma J. Lee Plaintiff
vs
Alfred E. Lee. Defendant

Confirmation of Trustees Report.

Notice of the filing of the Report of Edward. E. Cole as Trustee of the Alimony decreed the plaintiff in this Case heretofore filed for Justice Settlement having been duly given by publication in the Marysville Tribune. a Newspaper of this County, and this day being the day named therein for a hearing of said Report. the Same Came on this day to be heard. and no Exceptions thereto being filed the Court Carefully Examined the Same. and finding it in all things true and Correct it is ordered that the Same be and it is hereby Approved Confirmed and Settled.

And the Court further find that there is in said Trustees hands. a Balance of Two. Hundred and Twenty Five Dollars of said Trust fund. which he is directed to Continue to administer under the former order of this Court by which said Trusteeship was Created. according to law and said Order.

It is further ordered that said Trustee pay the Costs in this behalf. Taxed at $ and that a Complete record be. Made

Approved. D. Dow Judge

765-2

J.M. Kennedy
vs
John Kane

Court of Common Pleas
Union County, Ohio

This day this cause was settled and costs paid.

Nov. 20, 1899.

7711

H.F. Bretney & Co
Plaintiffs
vs
S.L. Levin. Et. Al
Defendants

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

Entry

This Case is dismissed without record and costs paid

Friday Dec, 1st 1899

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

6988 J. P. Martin vs Emanuel Rauschenbach et al } Court of Common Pleas Union County Ohio.

This cause came on to be heard upon the motion to confirm the final report of the receiver herein and for his discharge, and upon consideration, the Court finds that said report is correct, and that all the acts and proceedings of said receiver have been regular and lawful and that he has fully obeyed all the orders of the Court.

His proceedings and report are hereby approved and confirmed, and he is allowed as compensation for his services herein the sum of One Hundred Dollars ($100.00) and also a fee of Sixty Dollars ($60.00) for services of his attorney, which shall be paid to him and Attorney in his hands.

It is further ordered that said Adolph M. Hauser as said Receiver turn the balance in his hands over to the Clerk of this Court who shall pay same to the several parties according to their several interests.

The said receiver upon the payment of said balance to said Clerk shall be discharged from further responsibility in this case.

740

7640 Hezekiah W. Wood vs Wm Guy et als } Court of Common Pleas Union County Ohio.

This day the return of the writ of execution 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 execution 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 by the Court that the Sheriff J. Ed Robinson make the purchaser Luthell W. Wood, Jr. deed for said lands and tenements so sold to said purchaser, and out of the money arising from said sale it is further ordered by the Court that said Sheriff pay first all the costs and expenses of this cause, second the amount to the defendant N. Z. Overing, Guardian of Elmer C. and Blanche G. Miller.

7704 The Union Banking Co. vs Garard & Son } Court of Common Pleas Union County Ohio.

This day this cause came on for hearing on motion of the plaintiff to confirm the sale herein and the Court having examined the proceedings and return of the Sheriff and finding the same strictly in conformity to law and the former order of the Court herein, it is considered and ordered that said sale be confirmed and said Sheriff is ordered to convey said premises to the purchaser thereof by a good and sufficient deed, and the Court coming now to distribute the

Friday, Dec. 1st 1899

proceeds of said sale in the hands of the Sheriff to-wit: $300.00, it is ordered that said Sheriff pay:

1st, To the Clerk the costs of this case $35.98 2nd, said plaintiff the remainder of said proceeds $264.02, and a writ of possession is awarded to put said purchaser in possession of said premises.

7274 — W. A. Radabaugh vs Charles R. Cornell et al — Court of Common Pleas, Union County, Ohio.

This day came the parties by their attorneys and settled this cause as follows:

The plaintiff releases all his claims against the defendants and in consideration thereof the defendants release all claims against the plaintiff - and by agreement each party is to pay one half the costs hereof.

It is therefore adjudged by the Court that the plaintiff pay one half the costs hereof and that the other half of said costs be paid by the defendants, and it is agreed that no record be made.

7403 — Ann Hammond vs Jane Gordon et al — Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on motion to dismiss said case for want of prosecution.

Thereupon came the plaintiff by her attorney and voluntarily dismissed said case without prejudice to a new action herein.

It is therefore considered and adjudged by the Court that the plaintiff pay the costs herein taxed at $ and execution is awarded therefor.

7705 — Adelia Rud vs Joseph R. Martin et al — Court of Common Pleas, Union County, Ohio.

This day leave was granted the defendants Mary A. Snodgrass and Joseph R. Martin to answer in 20 days from Dec. 2d 1899.

7716 — The Union Banking Co. vs Wilber Temple et al — Court of Common Pleas, Union County, Ohio.

This cause came on to be heard on the pleadings filed and the evidence, the defendants Wilber Temple, Ella Temple and Leland Temple being in default of answer and demurrer, although duly served with process.

On consideration whereof the Court finds that upon the 17th day of September, 1897, the defendant Wilber Temple and his brother Spurdan Temple and his mother Amilda Temple executed and delivered to the plaintiff the promissory note in the petition set forth, a

Friday Dec. 1st, 1899.

true copy of which is to the petition attached, and thereby promised to pay to the plaintiff the sum of One hundred and fifty five dollars in twelve months thereafter with 8% after maturity.

The Court find that the interest on said note has been paid to the 17th day of September, 1899 but that no part of the principal of said note has been paid and no part of the interest since the 17th day of September 1899, and that there is now justly due plaintiff upon said note the sum of $155.00 with 8% interest from September 17th 1899, making the amount now due and owing the plaintiff upon said note the sum principal and interest to this date of $157.57.

The Court further finds that on the said 17th day of September 1897, the said Wilbur Temple, Sheridan Temple and Arpeleda Temple executed and delivered to the plaintiff the mortgage deed in the petition set forth and upon the lands therein described, and that the defendant Clara Temple wife of said Wilbur Temple and the defendant Ella Temple wife of said Sheridan Temple joined in the execution of said mortgage deed, and each of them released their dower in said premises.

The Court further finds that at the date of the execution of said mortgage deed the said Sheridan Temple had an inchoate dower interest in said lands but that she has since died and her estate has terminated and that she left no estate and no administrator has been appointed for her.

The Court further finds that since the execution of said note and mortgage the said Sheridan Temple has died intestate and that no administrator has been appointed for his estate.

The Court further finds that said Sheridan Temple left the defendant Ella Temple his widow and the defendant Avery Temple his only heir and legal representative to whom the interest of said Sheridan Temple to said lands described subject however to the lien thereon created by said mortgage. The Court finds that the said mortgage contained the condition set forth in the petition and that it was recorded as in the petition set forth, and that it is the first lien on the premises in the petition described.

The Court finds that all the allegations of the petition are true, and that by reason of the non payment of said note the said mortgage has become absolute and the plaintiff is entitled to an order of foreclosure thereof. It is therefore considered, ordered and decreed by the Court that unless the costs of this suit and the amount found due the plaintiff, with interest shall be paid within three days from the date of this decree, the defendants equity of redemption shall be foreclosed, and an order shall be issued to the Sheriff of said County directing him to appraise, advertise and sell said premises according to law free of the dower of said Ella Temple and Clara Temple and of his proceedings he make due return.

Friday Dec. 1st, 1899

Joshua Richardson as Guardian of Clark Richardson an imbecile
vs
B.F. Parson Ed Vene Parson, his wife
7738

Court of Common Pleas
Miami County, Ohio.

This day came the plaintiff by Porter & Porter his attorneys and filed his petition against said defendants, and thereupon came J.P. Kinkade 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 comprised that was due from said defendants to said plaintiff, in said indebtedness, the sum of Two hundred and fifty nine & 67/100 ($259.67) 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 that the said Joshua Richardson as guardian of Clark Richardson an imbecile plaintiff do recover of the said B.F. Parson and Vene Parson defendants the sum of Two hundred and fifty nine & 67/100 ($259.67) Dollars, confessed as aforesaid, with interest from Dec. 1st, 1899 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.

Albert Carr
vs
The Toledo and Ohio Central Rail Road Company
7696

Court of Common Pleas
Miami County, Ohio.

This day came the parties and this cause came on to be heard upon the demurrer of the defendant to the petition.

On consideration whereof the Court being fully advised in the premises overrule said demurrer to which ruling the defendant excepted, thereupon defendant asked and had leave of the Court to answer in 20 days.

The Miami Banking Company
vs
Wilbur Temple et al
7716

Court of Common Pleas
Miami County, Ohio.

It appearing that the defendant Avery Temple is a minor under the age of fourteen years, and has been duly and legally served with summons herein.

On motion of the plaintiff, Robert McClurg is hereby appointed guardian for the suit for said minor, and appears and accepts such appointment.

Friday Dec. 1st, 1899

7737 McCormick Harvesting Machine Company vs A. E. Mitchell — Court of Common Pleas, Miami County, Ohio.

This day came the plaintiff by Porter & Porter his attorneys, and filed its petition against said defendant, and thereupon came J. H. Kinkaid an Attorney-at-Law of this Court, by virtue of a warrant of attorney for that purpose duly executed by said defendant now produced in open Court, proven shown to the Court and filed with the Clerk thereof, appeared in open Court in behalf of said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto 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 (including interest) of One hundred and thirty two ($132.98) 98/100 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 McCormick Harvesting Machine Company plaintiff, do recover of the said A. E. Mitchell defendant the sum of One hundred and thirty two ($132.98-) 98/100 Dollars, confessed as aforesaid, with interest from Dec. 1st, 1899 at 8 per cent per annum, and also costs in this behalf expended, taxed at $ 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 defendant, waived and released.

7703 The Union Banking Company vs Daniel W. Stroak et al — Court of Common Pleas, Miami County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the plaintiff, the Answer and Cross-petition of the defendant David Davis, Virginia McKnight and H. P. McKnight.

The defendants Daniel W. Stock, Ada Stock and Lake E. Jones being in default for answer or demurrer to the petition and said Cross-petition, and the Court having heard the proofs and evidence adduced by the plaintiff and the arguments of counsel, 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, David W. Stock, upon said promissory note in the said first cause of action set forth in plaintiff's petition, the sum of $1085.10 and that except what may hereafter be found due to the State for taxes etc. on said mortgaged property, if anything, the priority of liens of the parties hereto, upon said mortgaged premises is as follows:

That the plaintiff herein has the first and best lien on said premises that the rights and order of the priority &c. of the other defendants in this case is reserved to the future order of this Court.

Wherefore it is adjudged by the Court that the plaintiff herein recover against the said David W. Stock the said sum of $1085.10, together other

with 6 per cent interest thereon from this date, and also the costs herein taxed at-$ for which execution is awarded.

And it is further ordered by the Court, that unless the said defendant Daniel W. Stivek pay or cause to be paid the said above adjudged sum of money to the plaintiff within one day from the date of the entry hereof, an order of sale be issued to the Sheriff for the time being of said County, commanding him as such Sheriff to cause said premises to be appraised, advertised and sold as upon execution and that he bring the proceeds of said sale into Court to be distributed according to its further order.

The Court also finds that said defendant Lake T. Jones is liable upon said note to said plaintiff as indorser thereof.

Carrie Burgner
vs
Emery Burgner
7713

Court of Common Pleas
Union 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 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 offenses for which this divorce is granted were committed within this said County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of desertion and gross neglect of duty toward the plaintiff for more than three years prior to the filing of her petition, 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 Carrie Burgner and Emery Burgner 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 be restored to her maiden name of Carrie Taylor, and it is ordered that the said plaintiff pay the costs of this prosecution.

Friday Dec. 1st, 1899

7723 — Witcraft, Dickinson & Richardson, Partners as the Ill. Victory Bank vs H. L. & C. M. Green et al — Court of Common Pleas, Irwin County, Ohio.

This day leave is granted plaintiff to file petition in this case instanter, petition filed.

7722 — Witcraft Dickinson & Richardson, Partners as the Ill. Victory Bank vs H. L. & C. M. Green et al — Court of Common Pleas, Irwin County, Ohio.

This day on motion of plaintiffs leave is granted them to file their petition in this case instanter, petition filed.

The Irwin Central Life Insurance Co. vs Alf Scott et als — Court of Common Pleas, Irwin County, Ohio.

This day this cause came on to be heard upon two petitions of A. B. Robinson and the Court being fully advised in the premises find that is due said Robinson on the findyment against Alf Scott James W. Robinson, John H. Wood and S. N. McClelland which is a lien on the land described in plaintiffs petition the sum of Ten hundred and forty nine & 86/100 dollars and interest at 8 per cent. 771

7696 — Albert Carr vs The Toledo & C. C. Rail Way — Court of Common Pleas, Irwin County, Ohio

This day this cause came on to be heard upon the Demurrer of defendant and thereupon the Court overruled the said demurrer to which finding and judgment of the Court the said defendant excepted.

Thereupon the said Court granted leave to defendants to answer in twenty days.

Friday Dec. 1st, 1899

7724 Maggie May Graham vs Bert A. Graham } Court of Common Pleas Union County, Ohio.

This day came the plaintiff herein, and by and with the consent of the defendant, this cause is settled and dismissed without record and at the cost of the plaintiff herein, and the receiver heretofore appointed by the Court is hereby discharged and relieved from all duties and liabilities by reason of said receivership.

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 cc to be paid out of the County Treasury on the warrant of the County Auditor for services for the year 1899, 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.

Duncan Dow
Judge of Court of Common Pleas

Dec. 1st 1899.

7712 Matilda Stewart vs Enoch Stewart } Court of Common Pleas Union County, Ohio

This day this cause was dismissed by the plaintiff without prejudice and without record — Dec. 12th 1899.

The Union Banking Company vs Daniel W. Stroch. Et. al. } Court of common Pleas Union County Ohio

"The Court further considering the evidence in said case, finds that the true description of said property is as follows: To wit:- Situated in the Township of Paris, and in the Town of Marysville, County of Union, and State of Ohio, and bounded and described as follows: In Survey No. 3354, Situated on Maple Street, and lands commonly known as Pateridge's addition, Commencing at the South-East corner, Made by the intersection of Maple Street (formerly Kenton Avenue), and Seventh Street; Thence Southerly along the East Margin of said Maple Street to an Alley, about 166 feet; Thence Easterly along the North Margin of said Alley 132 feet; Thence Northerly parallel with said Maple Street, about 166 feet, to the South Margin of Seventh Street; Thence Westerly along the South Margin of said Seventh Street 132 feet, to the place of beginning.

"Said two descriptions being one and the same property, the Court therefore directs that said property be so appraised, advertised and sold, under said two descriptions

Friday Dec 1st 1899. J. H. K

Friday Dec. 1st. 1899

7725 John A. Gosnell } Court of Common Pleas
Hugh McAdow et al } Union County, Ohio
Dec 18th 1899-

It being duly made to appear to the Court that the parties and

Otis Hammond } Court of Common Pleas Union County, Ohio.
vs
Jane Gordon et al.

This day the Petition of Plaintiff was dismissed without prejudice at plaintiffs cost.

7656 The Farmers Bank } Decree and confirmation Order per deed, and
vs } Distribution of Proceeds.
Willis J. Rouls et al

"On Motion of the Plaintiff, and on his producing the return of the Sheriff, of the Undivided one half of Out-Lot No. 23. and the Undivided one half of Out Lot No 22, 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 has been 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 J. Ed Robinson convey to the purchasers of said property by deed according to law the property so Sold, To-wit: The Undivided One half of Out Lot No 23 to John L. Boylan Sold for $180.00 and the Undivided one half of out Lot No 22. to be Abel Thorny Sold for $18.00 and the said purchasers are hereby severally subrogated to all the rights of the said lienholders in said premises. So far as they may be paid herein. for the protection of their title and a Writ of Possession is awarded to put Each of said purchasers in Possession of said premises

"And the Court coming now to distribute the proceeds of said Sale, amounting to Two Hundred and Five Dollars; out of the Money in his hands, pay

"First To the Treasurer of this County the Taxes, Penalty and interest against said property the Sum of Dollars

"Secondly. The Costs of this action Taxed at Thirty Six and 85/100 ---- Dollars

"Thirdly. To the Defendant The Citizens Home and Saving Company, the remainder To-wit: The Sum of Dollars to apply on its Judgment herein

"And it appearing that all the property remaining unsold has been twice advertised and twice offered for Sale and not Sold for Want of bidders it is ordered that a New Appraisement of the Same be made and that said Sheriff proceed to Sell Same

Brodrick for Plff. & Deft The C.H.S.L. Co & F.R. Denslow

Friday Dec. 1st, 1899

Order to draw Jury

The 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 the sitting of the Court of Common Pleas in said County, to-wit: on the 4th day of December A.D. 1899, 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, said Grand Jurors to be and appear before said Court of Common Pleas on the first day of the June Term, to-wit: on the 2nd day of January A.D. 1900, 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. 1900.

Duncan Dow
Judge of Court of Common Pleas.

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 June Term.

The present term of this Court was begun on the 11th day of September A.D. 1899, and continued from day to day and from time to time by regular adjournment until this 1st day of December A.D. 1899, and now adjourned without day.

Attest,
J. V. Gosnell Clerk.

Tuesday January 2nd, 1900.

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 January in the year of our Lord One Thousand and Nine Hundred, held in the Court House, in the City of Marysville, County and State aforesaid, was begun on the first Tuesday (Monday being a legal holiday) 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. Grindell, 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. 1900 at 10 o'clock A. M. was duly returned by the Sheriff with his indorsements thereon as follows, to-wit:

The State of Ohio, Union County, ss.

On the 4th day of December, 1899, 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.

Name	When Served	How Served	No. of miles
1 Uriah Cahill	Dec 5th	Personal	32
2 J. S. Schindler	" 6"	P Card	4
3 W. A. Garard	" 6"	Personal	
4 A. H. Dean	" 8"	P Card	28
5 Geo M. Wilbor	" 9"	Personal	4
6 G. A. Smallwood	" 8"	P Card	44
7 Lafe Butler	" 16"	Personal	40
8 E. S. Skidmore	" 11"	P Card	28
9 J. K. Norris	" 7"	" "	8
10 J. N. Rogers	" 5"	Residence	32
11 Lemuel Cahill	" 8"	P Card	24
12 Nathan Farnam	" 8"	" "	14
13 J. P. Martin	" 8"	Personal	
14 J. J. Scott	" 8"		
15 Frank Findley	" 7"	P "Card	16

And upon calling the same in open Court, Uriah Cahill, J. S. Schindler, W. A. Garard, A. H. Dean, Geo. M. Wilbor, G. A. Smallwood, Lafe Butler, E. S. Skidmore, J. K. Norris, J. N. Rogers, Lemuel Cahill, Nathan Farnam, J. P. Martin, J. J. Scott and Frank Findley appeared in answer thereto, and the panel being full the Court appointed J. P. Martin 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.

Tuesday January 2nd 1900

The following named persons complete the Grand Jury, to-wit: (1) J. P. Martin Foreman, (2) Noah Cahill, (3) J. S. Schiddner, (4) W. A. Garrard, (5) A. H. Dean, (6) Geo M. Wilbur, (7) G. A. Smallwood, (8) Lee Butler, (9) E. S. Skidmore, (10) J. K. Norris, (11) J. N. Rogers, (12) Linnd Cahill, (13) Nathan Farnam (14) J. J. Scott (15) Frank Findley.

7702 John F. Johnson vs Hiram Johnson Exrse } Court of Common Pleas Union County, Ohio.

This day this cause came on to be heard, and thereupon came the parties and also came their Attorneys, and it being made to appear that the parties hereto had compromised the matters and things in issue herein upon the allowance by said defendant as such executor to plaintiff of the sum of One Hundred Dollars, and the Court on strict examination being satisfied that said compromise and settlement is reasonable, and for the best interests of the estate of Daniel Johnson deceased. It is therefore considered, ordered and adjudged by the Court that said compromise and settlement be, and the same hereby is approved and confirmed, and that said defendant be and he hereby is authorized to allow said sum of One Hundred Dollars and the costs herein taxed at $ as a valid claim against the estate of said Daniel Johnson deceased

7692 Rebecca J. Koffroth vs John F. Koffroth } Entry

"This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer, and the Court being fully advised in the premises does find for the plaintiff.

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

2nd That the defendant was legally notified of the pendancy of this case

3rd That the defendant has been guilty of habitual drunkeness for more than three years next preceding this action

4th That defendant had been guilty of gross neglect of duty and wilfull absence for more than three years next before the bringing of this action.

"It is therefore considered, ordered and adjudged by the Court that the plaintiff have a complete divorce from the defendant, and that each be released from the obligations thereof, and that the plaintiff recover herein. Taxed at $

7688 Alma Kelley Hayes vs O. W. Webb } Court of Common Pleas. Union County, Ohio. Entry

"This day this cause was dismissed at plaintiffs cost

7430 Beech, Dawning & Co vs R. P. Kile et al } Entry

January 2nd 1900, this Case is settled, as stated at this Term of Court.

January 3rd 1900

Court Convened at 9 O'clock A.M. pursuant to adjournment.
Present Duncan Dow. Judge.

The Union Central Life Insurance Company. Plff
vs
Alfred Scalt. et al
Defendants

Court of Common Pleas
Union County Ohio

7714

On Motion of the plaintiff and his proceeding the return of the Sheriff of the Sale made under the former order of this Court - and the court on careful examination of the proceedings of the said Sheriff. being satisfied that the same have been had in all respects in conformity to law and the orders of this Court. it is ordered that the said proceedings and Sale be. and they are hereby Approved and Confirmed

"And it is further ordered that the said Sheriff Convey to the purchaser. The Union Central Life Insurance Company by deed according to law the property so Sold. and the purchaser is hereby Subrogated to all the rights of said lien holders in said premises so far as they may be paid herein. and a writ of possession is awarded to put said purchaser in possession.

"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 $3731.00. it is ordered that the Sheriff out of the Money in his hands pay. 7742

1st to the Treasurer of this County the Taxes. penalty and interest against said property to wit the Sum of $

2nd The Costs of this action Taxed to $ 85.51

"3rd to the plaintiff. The Union Central Life Insurance Company the amount heretofore found due it to wit the Sum of $ with interest at 8. per cent

D W. Ayers attorney for Plaintiff

Jannay. 5th 1900

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 Commen Pleas. Imin County. Ohio.

"The Grand Jury of the Court of Common Pleas of Said County. of the January Term 1900. 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 Carfully Examined into all Such Matters as have legitimately come to our Notice. having Examined over. Forty Seven Witnesses. Covering Nine cases. and presented three 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 are properly enforced

Respectfully Submitted J. P. Martin Foreman

January 5th 1900

John A Benson vs D. A Savage et al	7742	Entry

This day this Cause was Settled and Costs paid

January 15th 1900

Court Convened at one O'Clock P.M. pursuant to adjournment
Present Duncan Dav Judge

7560 Hannah Houston
VS
Fannie F. Houston et al.

"This Case is allowed to be left off the docket without prejudice to the temporary injunction allowed by the Probate Court in this cause. Said injunction is ordered to remain in full force and Effect until further heard by this Court and this cause is Subject to be docketed on Motion of Either party to the Same
Kennedy & Kolbfeath for Defendant
Porter & Porter for Plaintiff

7602

7757 The Marion Manufacturing Co Plaintiff
VS
Frances. Elmer. Wood and. Robert E. Wood - - - - - Defendants

Judgment Entry $497.06

7708

This day came the plaintiff by its attorney; also appeared in open Court, for and on behalf of Said defendants. J. L. Jolliff an Attorney at law of this Court. and by Virtue of the Warrant of Attorney annexed to the Notes attached to the petition in Said Cause. Shown to have been duly executed by Said defendants, entered the appearance of Said defendants, and waived the issuing and Service of Process in this action. and confessed a Judgement on Said Notes against Said defendants. and in favor of Said plaintiff. for. Four Hundred and Ninety Seven dollars and Six Cents being the amount of the principal and interest due on Said Notes. 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 therefor considered that Said plaintiff recover of Said defendant the Sum of. Four Hundred and Ninety Seven dollars and Six Cents. being the amount of Said Notes. with interest computed at. 7 & 8 per Cent per annum from the 28th day of. July A.D. 1890. and 8. per Cent Int from Dec. 31st 1899. and also its Costs herein expended Taxed at. $5.88

7758 The Marion. Manufacturing Co Plaintiff
VS
Frances Elmer Wood, Robert E. Wood and John Wood - - - - - Defendants

Judgment. Entry. $148.02

"This day came the plaintiff by its attorney also appeared in open Court. for and on behalf of Said defendants 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. One Hundred and Forty Eight dollars and Two 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 further Considered that Said plaintiff recover of Said defendants the Sum of One Hundred and Forty Eight dollars and Two Cents being the amount of Said Note With interest Computed at 6 & 8. per Cent. per annum. from the 28th day of July A.D. 1890

and 8% from 31st day of Dec. 1899. and also its Costs herein expended Taxed at $5.28

7602

J.P. Childs
vs
The First Church of Christ of Richwood Ohio. et al

Court of Common Pleas. Union County. Ohio.

"This day came the Parties by their Attorneys. also came the following Jurors To-wit:
(1) P.V. Burson (2) Levi Longbury (3) H.S. Stamates (4) C.C. Smith (5) E.B. Mather (6) T.L. Robinson (7) Philip Rausch (8) Thomas Lovell (9) Isaac Parish (10) Pearl Garrard (11) Wesley Garrard (12) John Guthrie who were duly impaneled and Sworn according to law. and after hearing the Evidence in part. the hour of adjournment having arived this Cause is Continued until 9. O'Clock Tommorow Morning

7708

The Union Banking Company
Plaintiff
vs
Daniel. W. Stock et. als
Defendants

State of Ohio. Union County ss
Court of Common Pleas
Confirmation of Sale & Order of distribution.

This day this Cause came on to be heard by the Court Upon Motion of the Plaintiff to Confirm the Sale made by the Sheriff. on the 13th day of January. A.D. 1900. and Upon producing the proceedings of the Sheriff and Sale of the premises by him made in pursuance of former order of this Court. and the Same being examined and found by the in all respects in due form of law. it is ordered by the Court, that Said proceedings and Sale be and the Same are hereby approved and confirmed, and the Said Sheriff or his Successor as Sheriff of Said County for the time being. Execute and deliver to the purchasers. Daniel. W and Ada Stock, a deed in fee-Simple of Said land and tenements. by Said Sheriff Sold as aforesaid

The Court Coming Now to distribute the proceeds of Said Sale (the purchaser agreeing to assume the Tax upon Said premises) order the Said Sheriff to pay. 1st the costs of this action Taxed at $71.53 2nd The balance to the amount of $1093.03 to the Plaintiff the Union Banking Co. Upon their Mortgage lien upon Said premises.

"Said Sum being insufficient to pay the lien of Said Plaintiff in full then execution is awarded for the balance of Said. Plaintiffs Claim. To wit the Sum of $14.74 Still due

The Court further directs the Clerk of this Court to enter Satisfaction Upon the records thereof for the various liens Upon Said premises represented and Set Up in this Case. in So far as Said liens affect the Said property So Sold by the Said Sheriff to-wit.

"The lien of the Plaintiff Upon Said lands. Also lien Claimed by Said David Davis Upon Said real estate Also any Equity Claimed by W.T. and Virginia Mc Knight on Said real Estate

J N K

January 15th 1900

7716 The Union Banking Company vs Wilbert Temple et. al. | Confirmation of Sale.

The Sheriff having Sold the property described in the order of Sale issued therein in this case, 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 a good and Sufficient deed thereof.

"Coming Now to the Matter of distribution of the proceeds of Said Sale it is ordered that the Sheriff pay.

1st To the Treasurer of Said County of Union The Taxes that are a lien upon Said premises $3.67

2nd To the Clerk of this Court the Costs of this proceeding amounting to $46.27

3rd To the Plaintiff the amount of its claim and interest being the Sum of $163.70. 4th To Wilbert Temple $2.64

5 To Avery Temple $2.64

1011 The State of Ohio vs Edward Wenty | Court of Common Pleas. Union County. Ohio. Indictment. Assault.

Now comes the Prosecuting Attorney on behalf of the State of Ohio. and the defendant Edward Wenty 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 Cause why judgment Should not be passed.

"It is ordered and adjudged by the Court that the Said Edward Wenty. pay a fine of $10.00 and Costs of this action. and Stand Committed to the Jail of this County. Until fine and Costs are paid or Otherwise discharged according to law.

1013 State of Ohio vs George Orr | Court of Common Pleas. Union County. Ohio. Indictment Burglary.

Now Comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant George Orr. being brought into Court in the 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 and the Prosecuting Attorney doeth the like.

"And the Court Examines the defendant George Orr to his Ability to Employ Counsel to defend him.

"It is hereby ordered by the Court that J. E. Miller be appointed to defend him. and allowed $25.00 for his Services

1014 The State of Ohio vs George Tipton | Court of Common Pleas. Union County. Ohio. Indictment Assault with intent to kill

Now Comes the Prosecuting Attorney. on behalf of the State of Ohio and the defendant George Tipton being brought into open Court in Custody of the Sheriff. and arraigned upon Said Indictment for plea thereto Saith he is not guilty

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January 16th 1900

No 7602

J. P. Childs
vs
The First Church of
Christ Richwood Ohio

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) P. V. Burson (2) Levi Rosebury (3) H S Stamates (4) C C. Smith (5) E. B. Mather (6) T. L. Robinson (7) Philip Rausch (8) Thomas Lovell (9) Isaac Parish (10) Pearl Garrard (11) Wirley Garrard (12) John Guthrie who were heretofore duly impaneled and Sworn according to law, and after hearing the balance of the testimony adduced, and arguments of Counsel, and the hour of adjournment having arived this Case is Continued until 9 o'clock Tomorrow Morning

7602

January 17th 1900

Court Convened at 9 O'clock A M. Pursuant to adjournment
Present Honorable Duncan Dow Judge

J. P. Childs
vs
The First Church of Christ
Richwood Ohio

7682

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) P. W. Burson (2) Leon Rosebury (3) H. S. Slamaker (4) C. C. Smith (5) E. B Mather (6) T. L. Robinson (7) Philip Rausch (8) Thomas Lovell (9) Isaac Parish (10) Pearl Gossard (11) Wesley Gossard (12) John Guthrie 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 Defendant.

Dated Jan 17th 1900

H. S. Slamaker, Foreman

January 19th 1900

Court Convened at 9. O'Clock A.M. Pursuant to adjournment
Present. Honorable Duncan Dow Judge

No 7660 | William Goff. vs Ira Donohue et al | Court of Common Pleas. Union County. Ohio.

This day came the parties by their attorneys. also the following Named persons as Jurors. To-wit.

(1) P.V. Benson (2) Levi Rosebury. (3) H.S. Stamates (4) Seman Leave (5) L.L. Smith (6) E.B. Mather (7) W.D. Sidle (8) T.L. Robinson (9) David Cushman (10) A.E. Platte (11) Philip Rausch (12) John Nicely.

"Who were duly impaneled and Sworn according to law. and after hearing the testimony. the arguments of their attorneys and the Charge of Court. retired to their room in Charge of the Sheriff for deliberation. and Now Comes the Jury into open Court with their Verdict in Writing Signed by their foreman and Say

"We the Jury. being duly impaneled. Sworn and affirmed. find the issues in this Case in favor of the Plaintiff. and assess the amount due the Plaintiff from the Defendants at the Sum of two & 07/100 Dollars

Dated Jan 19th 1900 H.S. Stamats Foreman

No 7707 | The Michigan Mutual Life Insurance Company. Plaintiff vs Aly Scott et. al. Defendants | Court of Common Pleas Union County. Ohio. Decree

This day this Cause came on to be heard on the petition of the plaintiff. the answer and Cross petitions of defendants A.B. Robinson. the answer and Cross petition of defendant. A.B. Robinson. Executor of James W. Robinson. deceased. The answer and Cross petition of R.T. Arthur as administrater of Samuel Johnson deceased. and the answer and Cross petition of The Toledo & Ohio Central Railway Company. and the evidence. and was Submitted to the Court. On Consideration whereof. the Court finds that defendant John H. Wood. has entered his Voluntary appearance to this action. and that defendants Aly Scott. Leydia Scott his wife. James H. Roney. Rebecca Roney. his wife A Cameron. The First National Bank of Delaware. Delaware. Ohio. Davies McIntire. S.N. McClelland. and the Bank of Marysville. Ohio. have each and all been duly and legally Served with Summons in this action. and that with the exceptions of the said defendants. A.B. Robinson. and A.B. Robinson as Executor of James W. Robinson. deceased. R.T. Arthur as administrator of Samuel Johnson. deceased. and The Toledo & Ohio Central Railway Company. each and all of the defendants named in said petition are in default for answer. demurrer or other pleading to the petition of Plaintiff. That neither the answers of said defendant. A.B. Robinson. or said A.B. Robinson as Executor of the Estate of James W. Robinson. deceased. or R.T. Arthur as administrater of Samuel Johnson. deceased. raises or makes any issue as to any of the Matters set forth in the petition. and that the allegations and averments set forth in said petition are by each and all of the defendants to this action except said Toledo & Ohio Central Railway Company. confessed to be true

"And the Court further finds that there is due plaintiff The Michigan Mutual Life Insurance Company. from the defendants James H. Roney and

Aly Scott, on the premissory note set forth and described in the petition including interest to the Second day of January, 1900. the Sum of Four Thousand Three Hundred and Ninety-one and 71/100 ($4391.71) Dollars.

"The Court further find that in order to Secure payment of Said Note for $4460.00 referred to in the petition. Said defendants Aly Scott and Leydia Scott his wife, and James H. Roney and Rebecca Roney, his wife, executed and delivered to plaintiff their Certain Mortgage deed in the petition described and on the premises therein described, that Said Mortgage was duly filed for record in the office of the County Recorder in and for Union County, Ohio, On the 9th day of April, 1888, and was afterwards recorded in Leiber 27, Page 17 et Seq. of the Mortgage Records in Said office, and the Court finds that Said Sum of $4391.71 hereinbefore found to be due plaintiff, together with interest to accrue thereon, is by reason of the execution, delivery and filing of Said Mortgage a valid, Subsisting, and Exciting Lien, the first and best lien on all the real estate in the petition described.

"The Court further finds that the Condition of defeasance Contained in Said Mortgage has been broken, and that plaintiff is thereby entitled to have the Equity of redemption of Each and all the defendants in Said real estate foreclosed

"the Court further finds that after the execution, delivery and filing of Said Mortgage as aforesaid, Said defendants, James H. Roney and wife, and Aly Scott and wife, Executed and delivered to the Toledo & Ohio Central Railway Company their Certain deed of Conveyance, thereby Conveying to it for the purpose of a railroad right of Way through Said lands described in the petition, a Strip of ground Sixty-Six (66) feet wide, Containing 2.06 acres; That Said deed of Conveyance Covenants of general warrantee, and the Court finds that the premises described in the petition, Excepting Said 2.06 acres used for right of way purposes aforesaid, Should be first Sold to Satisfy the Mortgage indebtedness found to be due plaintiff herein, and the Court further finds that Should Said premises, with Said right of Way, Excepted as aforesaid, Sell for an amount insufficient to Satisfy all Taxes that are a lien on the premises in the petition described, all Court Costs Made or to Made in this action, and Said Mortgage indebtedness of $4391.71 including interest to accrue as hereinbefore found to be due plaintiff, then the Court Shall proceed to determine and ascertain and find the amount of Money Said Railway Company Should pay to plaintiff as damage Sustained by plaintiff by reason of Said Railway Company having taken possession of and used as a right of Way through Said lands in the petition described Said Strip of ground Containing 2.06 acres and described in the answer and Cross petition of Said Railway Company herein, and upon the failure and Neglect of Said Railway Company to pay to plaintiff within thirty days from the time Said Court finds and determines the Sum of Money to be paid plaintiff as aforesaid, an Order of Sale Shall issue to the Sheriff of Union County Ohio directing him to appraise, advertise and Sell Said Strip of ground used for right of Way purposes as aforesaid, the proceeds thereof to be applied on the unpaid Mortgage indebtedness then due plaintiff

"It is therefore Considered, adjudged and decreed that unless the Said defendants, James H. Roney, Rebecca Roney, his wife, and Aly Scott and Leydia Scott, his wife, or Some other of the defendants Named in the petition Shall within five (5) days from the filing of this decree pay

7664

or cause to be paid to the Clerk of this Court the Costs of this action taxed at $ - - - - and to Plaintiff the said Sum of $ 4891.71, found due it as aforesaid, with interest from the 2nd day of January, 1900. according to the terms of said Mortgage deed, that the defendants Equity of redemption in said real Estate shall be foreclosed, and said premises (Excepting said right of way) shall be Sold. and an order of Sale shall issue to the Sheriff of Union County, Ohio, directing him to appraise, advertise and Sell said premises (Except said right of way) as upon Execution, and bring his proceedings into Court for further order.

"The real Estate ordered to be Sold herein is described as follows. To-wit.

"Situate in the Township of Paris. County of Union and State of Ohio, and known and described as follows. To-Wit.

"Beginning at a Stone in the East line of Survey No. 1913. at the South Margin of the Jewell and Blue Grass Road: Thence with the center of said road North Sixty-two (62) degrees. fifteen (15) Minutes West. 57.20 poles to a Stone, Corner to Walter Rhoads land; Thence with his line South Seven (7) Minutes East. Thirty-five (35) poles to a Stone (Red Oak and Hickory). Southeast Corner of Said land: Thence with the South line of said land South Eighty-three (83) degrees West forty-Nine and 20/100 (49.20) poles to a Stone Northeast Corner to land Enjoyed by Tobias Beightler to Amos Burris: Thence with his line South Seven (7) degrees. Thirty (30) Minutes. East forty (40) poles to a Stone another Corner of his land: Thence with the South line of said land South. Eighty-three (83) Minutes West. Eighty-Eight (88) poles to a Stone. South-west Corner to the Same. and in the East line of the William Hall land: Thence with his line South Seven (7) degrees Thirty (30) Minutes East one hundred. and twenty Nine (129) poles to a Stake in the Center of the Marysville and Bellefountain Pike (a Stone is Set in said line Twenty (20) feet at right angles from the Center of said road): Thence with the Center of said road. South Seventy. one (71) degrees Thirty (30) Minutes East one hundred and forty-Eight and 70/100 (148.70) poles to the Corner of John T. Moores land: Thence with the West line of said Moores land and the line of the Tobias Beightler farm. one hundred and five. and 50/100 (105.50) poles to Moores Corner: Thence with the North line of said Moores land North Eighty-three (83) Minutes East forty-two (42) poles to a Stone. Corner to said Moores land in the East line of said Survey. No. 1913: Thence with the Survey line. One hundred and twenty-Seven (127) degrees West. one hundred and Thirty-two (132) poles to the place of beginning. Containing. One Hundred. and Eighty-Six and 40/100 (186.40) acres More or less. Excepting therefrom two and Six 4/100 (2.04) acres being a Strip of ground through the above described tract. Sixty-Six (66) feet wide and used and occupied by the Toledo & Ohio Central Railway Company as a right of way for railroad purposes.

7604	John W Mahaffey VS W J Carmean	Entry

This day this Cause was Settled by agreement and Cost paid

7667

January 22nd 1900

Court Convened at One O. Clock P.M. Pursuant to adjournment
Present Hon. Duncan, Dom. Judge

7667 Carrie B. Bumgarner vs Edward A. Schambs } 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) P.V. Burson (2) Levi Roseberry. (3) H.S. Stamats. (4) Simon Love.
(5) L.L. Smith (6) E.B. Mather. (7) L.D. Sidle (8) T.L. Robinson.
(9) David Cushman (10) A.E. Platte (11) Philip Rausch (12) W.L. James.
"Who were duly impaneled and Sworn according to law. and after hearing the evidence in part. the hour of adjournment having arrived. this case is continued until. 8:30 O. Clock Tomorrow Morning

January 23 1900

Court convened at 9:00 Clock A.M pursuant to adjournment
Present Hon Duncan Dav. Judge

7667 | Carrie B. Bumgarner vs Edward A. Schaibs | Court of Common Pleas, Union County, Ohio. | 7667

This day again came the parties by their attorneys also came the following named persons as Jurors, To-wit.
(1) P. V. Benson (2) Levi Rosebury (3) H. S. Shands (4) Simon Leave (5) C. C. Smith (6) E. B. Mather (7) C. D. Sidle (8) T. C. Robinson (9) David Cushman (10) A. E. Platte (11) Philip Rauch (12) W. R. James.
"Who were herein fore duly impaneled and Sworn according to law, and after hearing the Balance of the Testimony and the argument of said Counsel the hour of adjournment having arrived this Case is Continued until 8:00 O: Clock Tomorrow Morning.

7729 | State of Ohio in relation to Mary Ell against William C. Wharton Defendant | Court of Common Pleas, Union County, Ohio.

"Now Comes the defendant William C. Wharton and with E. E. Wharton as his Surety, to the approval of the Court entered into recognizance in the Sum of One hundred dollars conditioned for his appearance at the next Term of this Court to answer the charge in this action, and the said William C. Wharton is therefore discharged from Custody

T. A. Thompson Mayor

7732

7735

January 24th 1900

Court convened at 8:30 O'Clock A M. Pursuant to adjournment,
Present Hon Duncan Doe, Judge.

7667 | Lewis B. Bumgarner vs Edward A. Schambs | 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) P. V. Burson (2) Levi Rosebury. (3) H. S Slamals (4) Semon Love
(5) L. C. Smith (6) E. B. Mather (7) C. D. Sidle (8) T. L. Robinson
(9) David Cushman (10) A. E. Platt (11) Philip Rausch. (12) W. L. James.
"Who were heretofore duly impaneled 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 impannuled 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 Edward A Schambs at the Sum of Ten Dollars
Dated Jan 24 1900 H S Slamals Foreman

7732 | Philip Rausch vs John Sherhoff | Court of Common Pleas. Union County. Ohio. Entry

Now Comes the plaintiff herein, and the defendant being in default for answer and demurer, the Court find that the allegations of the petition as confessed by him to be true - and further finds that the defendant is indebted to the plaintiff in the Sum of Three hundred and Sixty one and 76/100 Dollars. With Eight per Cent interest from January 23rd 1900
"It is therefore Considered by the Court that the said plaintiff recover from the said defendant the said Sum of Three hundred and Sixty one and 76/100 with Eight per Cent interest from January 23rd 1900. and his Costs herein Expended Taxed at $

7735 | Lewis T. Orahood Plaintiff vs Rosa Orahood Defendant | In the Court of Common Pleas of Union County, Ohio. Entry

This day this cause came on for hearing upon the Motion of the defendant for the allowance of temporary Alimony and Support of her Child, and the Court Upon Evidence and Argument of Counsel and being fully advised in the premises, Orders, and adjudges that the said plaintiff Shall pay to the said defendant, the Sum of Eight ($8.00) Dollars per Month for the Support of said Child Until the further order of said Court
Cameron & Cameron Attorneys for Defendant
F. A Thompson Attorney for Plaintiff

January 24th 1900

7783

Charles K. Davis, Plaintiff
vs
C. F. Gill Defendant

In Court of Common Pleas.
Union County. Ohio
Entry

Nero Comes the defendant in this action by his Attorney J. F. Miller and asks leave to plead within thirty days from this date, which is accordingly granted by the Court.

1014

D. S. Loor
vs
David M. Loor

Entry on Demurer

This day this Cause came on for hearing on the demurer of the Plaintiff, and the Court being fully advised in the premises does overrule said demurer. to which ruling and judgment the plaintiff excepts leave given the Plaintiff to amend his Petition within 10. days
Approved Dore. Judge

January. 25th 1900

1014

State of Ohio
vs
George Tipton

Court convened at 9. O'clock A.M. Pursuant to adjournment.

Court of Common Pleas. Union County, Ohio.
Indictment. Assault with intent to kill

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant George Tipton being brought into Open Court in Custody of the Sheriff. and also came the following named persons as Jurors. To-wit.
(1) P. V. Burson. (2) Levi Rosebury. (3) H. S. Stamats (4) C. C. Smith
(5) C. D. Sidle. (6) T. L. Robinson (7) David Cushman (8) Philip Rausch
(9) W. L. James. (10) James. McCann (11) John Guthrie (12) Samuel Kendall
And were duly impaneled and Sworn according to law. and the said Jury having heard the evidence in part. the hour of adjournment having arived This Cause is Continued until Tomorrow Morning

January 26th 1900.

1014

State of Ohio
vs
George Tipton

Court Convened at 9.0' Clock A.M Pursuant to adjournment
Court Hon Duncan Dow present
of Common Pleas, Inman County, Ohio.

1014

This day again Came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant George Tipton being brought into open Court in Custody of the Sheriff, also the Jury heretofore impaneled and Sworn herein and the trial proceeded, and the said Jury having heard the remainng Testimony and arguments of Counsel, the hour of adjournment having arived this Cause is Continued until Tomorow Morning.

7726

1014

January. 27th 1900

Court Convened at 9. O. Clock pursuant to adjournment,
Present Hon. Duncan Dow. Judge

1014 — State of Ohio. vs George Tipton | Court of Common Pleas. Union County, Ohio.
Indictment. Ausault with intent to. Kill.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant George Tipton being brought into open Court in Custody of the Sheriff. also the following named persons as Jurors. To-wit.
(1) P. M. Burson. (2) Levi Rosebury. (3) H. S. Stamats (4) C. C. Smith
(5) C. D. Sidel. (6) T. L. Robinson (7) David Cushman (8) Philip. Rausch.
(9) W. L. James. (10) James McCarn (11) John Guthrie (12) Samuel Kendall.
"Who were heretofore duly impaneled and Sworn according to law, and the 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 in this case being duly impaneled. Sworn and affirmed. to well and truly try and true deliverance make between the State of Ohio and the Prisoner at the Bar. do find the Prisoner at the Bar George Tipton guilty of assault and Battery. and not guilty of assault with intent to kill

H. S Stamates Foreman

7726 — Walter S. McMahon. Plff vs Florence C. McMahon Deft | State of Ohio Union County ss
Decree

This day this cause came on to be heard upon the Petition of the Plaintiff. The defendant being in default.

"And the Court having heard all the proofs and Evidence adduced by the Plaintiff and being fully advised in the premises. doth find that the said defendant. Florence C. McMahon is guilty of having a husband living at the time of her Marriage to the Plaintiff herein, and that all and singular the facts alledged in the Petition are true

"Whereupon the said Plaintiff Walter S. McMahon is hereby granted an absolute Divorce from his said Wife. and the Marriage between them declared Cancelled and Void ab initio

"It is further ordered that said defendant is barred of all right of Dower in the lands of the Plaintiff

"It is further ordered that the Plaintiff pay the Costs of this action. and Execution awarded. accordingly

Approved Dow. Judge

1014 — State of Ohio vs George Tipton | Court of Common Pleas, Union County. Ohio.
Indictment Aussault with intent to kill.

"The defendant herein, George Tipton having been convicted of Ausault. and not with ausault with intent to kill as charged in the Indictment. was this day brought into open Court in the Custody of the Sheriff. and informed by the Court of the Verdict of the Jury. and inquired if he had any thing to Say why Judgment Should not be pronounced

against him, and Showing No good and Sufficient Cause why judgment Should not be pronounced

"It is therefore Considered and adjudged by the Court that the Said George Tepton, defendant be Confined in the Work House at Columbus, Ohio for a period of thirty days, and pay a fine of $25.00 and Costs, and that he be imprisoned until Said Costs is paid

1734

1013 The State of Ohio vs George Orr | Court of Common Pleas. Union County. Ohio. Indictment - Burglary

Now Comes the Prosecuting attorney on behalf of the State of Ohio, and the defendant George Orr being brought into Open Court in custody of the Sheriff, and also came the following Named persons, as Jurors To-wit:

(1) P. P. Burson (2) Levi Rosebury (3) H. S. Stamats (4) Semen Leave
(5) L. L. Smith (6) E. B. Mather. (7) C. D. Sidel (8) T. L. Robinson
(9) David Cushman (10) Philip Rausch (11) James McCann (12) John Guthrie

and were duly impaneled and Sworn according to law, and the said Jury having heard the evidence, the arguments of Counsel, and the charge of the Court, retired to their room in charge of the Sheriff, for deliberation

"And Now Comes the Said Jury into Open Court with their Verdict in Writing Signed by their foreman and Say,

"We the Jury in this Case being duly impaneled Sworn, and affirmed to well and truly try and true deliverance make between the State of Ohio and the Prisoner at the Bar George Orr, do find that the Prisoner at the Bar George Orr, guilty as he Stand Charged in the Indictment

H. S. Stamats Foreman

1013 The State of Ohio vs George Orr | Court of Common Pleas. Union County. Ohio. Indictment. Burglary

The defendant herein having been heretofore Convicted of Burglary was this day brought into Open Court in the Custody of the Sheriff, and informed by the Court of the Verdict of the Jury, and inquired if he had any thing to Say why Judgment Should Not be pronounced against him, and Showing No good and Sufficient Cause why judgment Should not be pronounced

"It is therefore considered and adjudged by the Court that the said George Orr, defendant be imprisoned and Confined in the Penetentiary of the State of Ohio, and kept at hard labor, but with no Solitary Confinement for the period of One Year and pay the Costs of this prosecution

7674 Marion J. Burson vs Henry Eichenauer | Entry

This Cause Coming on for hearing on Motion of defendant to dismiss Plaintiff Petition, Was argued and Submitted. On Consideration whereof the Court do overrule Said Motion, to which ruling defendant Excepts Leave was granted to file Petition in 30 days

Cook

January 27th 1900

7734

Madaline Cheney. Plaintiff
vs
Odd Fellows Beneficial Association Et al. Defendants

Court of Common Pleas. Union County. Ohio.

Entry.

This day this cause came on for hearing upon Motion made by defendants for an order requiring the Plaintiff herein to put in Security for Costs was argued by Counsel and Submitted to Court

"Whereupon the Court being fully advised in the premises upon Consideration do overrule said Motion. and therefore the defendants Move the Court for leave to plead within Twenty days. Which leave was accordingly granted

L. Piper of Counsel for Plaintiff
Brodrick for Defendants

Certificate for Pay.

Sheriffs Office. Union County. Ohio
Marysville. Ohio January 27th 1900.

To. Hon. Duncan Dow. Judge.

The Court Charges for the January. Term A.D. 1900 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. 120. Miles Serving grand Jury	$	9.60
To. Serving. Petit Jury Venire	$	4.00
To. 108 Miles Serving Petit Jury	$	8.68
To. Serving Grand Jury Witnesses	$	4.40
To. Making 44. Copies. Grand Jury Witnesses	$	4.40
To. 860 Miles Travel. Grand Jury Witnesses	$	28.80
To. Calling 50 Grand Jury Witnesses	$	2.50
To Joseph Lawrence per 18 days as Bailiff	$	36.00
To Allen Haines per 18 days as Deputy Sheriff	$	36.00
Total	$	138.34

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

January 27th. 1900.

7602 — J. P. Childs. Plaintiff vs The First Church of Christ et al. Defendants — Entry

The Jury on a former day of this Term having entered their Judgment in favor of the defendants and there being no Motion for a New Trial. It is ordered and adjudged by the Court that the defendants recover from the plaintiff their Costs in this Cause expended Taxed to $--

No 7664 — William Goff vs Ira Donahue et al — Entry

7750

The Jury on a former day of this Term having entered their Verdict in favor of the Plaintiff in the Sum of $2.04 and there being No Motion for a trial. It is adjudged that the plaintiff recover of the defendant said Sum of $2.04. It appearing that a Justice of the Peace has Jurisdiction of the action no Judgment for Costs is allowed according to Section 5359, Revised Statutes of Ohio.

J M. Kennedy Atty for Plaintiff

Cameron & Cameron

No 7668 — Robert McCrory, Executor of John Castenger "Deceased" Plaintiff vs Olive Page and Frank Page Defendants — Court of Common Pleas Union County, Ohio. — Entry

This day this Cause came on to be heard by the Court upon the Petition of the Plaintiff, the answer of the defendants, and reply of the Plaintiff thereto, and the evidence, and the Court having heard the Proofs, and Evidence adduced by the parties respectively, and being fully advised in the premises doth find.

"First - That all and Singular the Statements Contained in the First and and Second Causes of action in said Petition to be true

Second - That there is now due to the Plaintiff from the said Defendants Olive Page and Frank Page upon the Promissory Note in the First and Second Causes of action set forth in Plaintiffs Petition the Sum of $942.21 which is entitled to draw interest from the first day of the present term to-wit January 18th 1900

"Wherefore it is adjudged by the Court that the Plaintiff herein recover against said Olive Page and Frank Page the said Sum of $942.21 together with his costs in this behalf expended and taxed at $ for which Execution is awarded

"And it is further ordered by the Court that unless the defendants Olive Page and Frank Page pay, or cause to be paid said above adjudged Sum of Money, the Plaintiff within Ten days from the date of the entry hereof, an Order of Sale issue to the Sheriff for the time being, of said

January 27th 1900

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 paid to the Plaintiff

And as to the 3rd 4th 5th and 6 Causes of action Set forth by Plaintiffs Petition against said defendants Ollie Page and Frank Page - The Court finds in favor of the said defendants

"Wherefore it is adjudged by the Court that the said Third - Fourth, Fifth and Sixth causes of action in said Petition be dismissed

"To Which finding and judgment of the Court, as to the 3-4-5 and 6. Causes of action the Plaintiff Excepted and gave notice of Appeal

7750

D. C. Noyes. = Plaintiff
vs.
E. G. Pepe. Defendant

Court of Common Pleas, Union County, Ohio.
Entry.

This day this Cause came on to be heard upon Motion Made by Plaintiff to Strike papers from the files, Was argued by Counsel and Submitted to the Court.

"Whereupon on Consideration, and the Court being fully advised in the premise do overrule said Motion

"Whereupon the Plaintiff asked leave to file Pleading within twenty days which was by the Court accordingly granted.

D. E. Pepe Atty for Defendant
J. V. Stewart Atty for Plaintiff

7725

Tuesday Feb. 20th A. 1900

Court convened at 9 O'Clock A. M. Pursuant to adjournment.

Present. Hon Duncan Dow Judge

7725 John A. Gosnell vs Hugh McAdew. et al } Entry

"This day. Came the Plaintiff by his attorney. and 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 find that all the parties hereto have been duly and legally Served with process and properly Notified of the filing and pendancy hereof. and that each and all of Said defendants are in default for answer or demurrer to the Petition.

"The Court further finds from the evidence that the allegations of the Petition are true. and that the Plaintiff has a legal right to one Tenth of the Estate in the Petition described. and is entitled to have Said Estate apportioned as prayed for by him.

"That each of the defendants. Frank D. Gosnell. George W. Gosnell. Fletcher C. Gosnell and Josper N. Gosnell has a legal right to one Tenth of Said Estate. and each of the defendants. Hugh McAdew. John C. McAdew. Edna A. Jimmer. and Samuel McAdew Sr. has a legal right to. one Twelfth of Said Estate. and each of the defendants. James M. McAdew. Calvin J. McAdew Sela McAdew. Samuel McAdew. Belle Easton and Anna R. Spoke. has a legal right to one Seventy Second part of Said Estate. and W.H. Wheeler Mrs. R.D. Pearse. and Mrs Slicklin (Wife of Oliver Slicklin) have each a legal right to one Thirty Sixth part of Said premises. Making in all the parts and portions of Said estate to which Said parties are Entitled as follows.

The Plaintiff	John A. Gosnell	1/10
" Deft	Franklin D. Gosnell	1/10
" "	Fletcher C Gosnell	1/10
" "	George W. Gosnell	1/10
" "	Josper N Gosnell	1/10
" "	Hugh McAdew	1/12
" "	Samuel McAdew	1/12
" "	John C. McAdew	1/12
" "	Edna A Jimmer	1/12
" "	James McAdew	1/72
" "	Calvin J McAdew	1/72
" "	Sela McAdew	1/72
" "	Samuel McAdew Jr.	1/72
" "	Belle Eastern	1/72
" "	Anna R Spoke	1/72
" "	W.H. Wheeler	1/36
" "	Mrs R.D. Pearse	1/36
" "	Mrs Oliver Slicklin	1/36.

"It is therefore ordered that a writ of Partition be issued to the Sheriff of Said County. of Union. Commanding him that by the oaths of Jesse Langhrey, J.L. Brewer and W.J. Finn. who are hereby appointed Commissioners for the purpose. he cause to be divided and Set off to Each of Said Named

Tuesday, Febry 20th 1906

Parties the portion of Said Estate to which he or She is herein found Entitled and if in the opinion of Said Commissioners Said Estate Cannot be divided by Metes and Bounds without Manifest injury to the estate thereof, then that they return their appraisment of the Same in pursuant to the Statute in Such Cases Provided. - And of his proceedings the Sheriff Shall Make due return.

7757

7786 D. S. Loar. vs David M. Loar. et al } Order of Partition

"This Cause Came on to be heard upon the Petition and pleading, and record in the Cause, and on Consideration Whereof, and it appearing to the Satisfaction of the Court that all and Every of Said Parties defendants have been duly notified of the bringing, pendency, and demand of Said Action against them as required by law and that Said plaintiff hath a legal right and Estate in the premises described in the petition as therein Set forth, and No Sufficient reason appearing why Partition Should Not be Made as prayed for in Said Petition. It is ordered by the Court on Motion of J. M. Kennedy Attorney for Said Plaintiff that by the Oaths of Benj. Robinson S. D. Elliott and [illegible] J. C. Kuttner. Judicious disinterested free holders of the Vicinity. Upon actual View of the premises. that Said real Estate be appraised Subject to the one Equal Third part being the dower of Said David M. Loar in Said premises he being the Widower of Delilah Loar "deceased" also that Said premises if the Same Cannot be proportioned. then the Same be appraised free of the dower of Said David M. Loar. = also upon the like Oaths of Said Benj. Robinson S. D. Elliott. and J. C. Kuttner upon like actual View of Said premises. Partition be Made of Said lands in the following proportions Subject to Said dower Estate

To Said D. S. Loar one Equal 1/5 Part To Said Harvey Athey one Equal 1/5 Part To Said Perry Athey one Equal 1/5 Part: To John Athey one Equal Equal 1/5 Part and to Nellie Athey one Equal 1/5 Part If the Same Can be done without Manifest injury to the Value Thereof and if not that Said premises be appraised Subject to the Dower of Said David M. Loar. also free from the Dower of Said David M. Loar at its 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 or Said Apportionments be Made as prayed for.

7707

7757

Marion Manufacturing Co
Plaintiff

vs.

Frances Elmer Wood and,
Robert E. Wood. - Defendants

Court of Common Pleas. Marion County. Ohio.

Entry

"On Motion of the plaintiff in the above entitled Case. and it appearing that an Execution against the property of the defendants. Frances Elmer Wood. and Robert E. Wood, duly issued to the Sheriff. of this County, has been returned in part Unsatisfied. and it appearing to My Satisfaction. that one Sam. Martin is indebted to. and has property. in his hands of the said Frances Elmer Wood. That one Martha. Martin is indebted to the said Frances Elmer Wood. and that Ingham Wood is indebted. and has in his possession property in his hands of. Robert E. Wood.

"It is hereby ordered that J. L. Jolliff. and he is hereby appointed. Referee to hear the testimony of Sam Martin. Martha Martin. and Ingham Wood. and it is ordered that they appear before the said J. L. Jolliff on the 26th day of. February. 1900. at his office in Richwood. Ohio. at 10. O'Clock A.M. and give testimony Concerning any property. or any debt due said defendants from them or either of them. and that the Referee Shall report his findings and testimony to the Next term of Court.

"And it is further ordered that the plaintiff Notify the said defendants. Frances Elmer Wood. and Robert E. Wood of the Matters herein So as to give them Sufficient time to be present at Such examination

"And the said Sam Martin. Martha. Martin and Ingham Wood are restrained from paying over or disposing of said property. or funds. Moneys. or Credits. Until further Order in the premises.

7707.

The Michigan Mutual Life
Insurance Company. Plaintiff
vs
Alf. Salt. Et al. Defendants

Entry

It being made to appear to the Court. that one Guy Jones has Since the filing of this action. attempted to purchase the premises in the Petition described at delinquent tax Sale. and has. or Claims. Some interest in Said premises by reason of Such attempted purchase. it is ordered that Said Guy Jones be made a party defendant to this action. be Served with Summons herein. and be Compelled to Set Up his interest in. or Claim or lien upon Said premises. if any. or be forever barred and Cut off from asserting the Same.

Affirmed. Dow J.

Feb. 20th. 1900.

7736

D. S. Loar. Plaintiff
vs
David M. Loar. Fannie Loar
Harvey. Althey. Percy. Althey
John Althey. Nettie Althey. and
J. M. Kennedy. – Defendants

Decree for Confirmation

7725

"On Motion to the Court by the Plaintiff and upon producing the return of the Sheriff. and the report of the commissioners heretofore appointed herein and the same being examined by the Court, and found in all respects correct. and in conformity to law and the former orders of this Court. the said proceedings and report are hereby approved and confirmed

"And it further appearing to the Court, that said David M. Loar is entitled to Dower in said premises. and that and that the same could not be assigned by Metes and bounds, and that said David M. Loar had assigned all of his right of dower to J. M. Kennedy. by Mortgage, duly set up in said J. M. Kennedys answer and cross Petition. And it appearing to the Court that Nettie Althey one of defendants has Elected to take the said Estate at its appraised Value and has paid to the Sheriff the whole appraised Value of said Estate To wit (175.00) One Hundred and Seventy five Dollars. the same being the amount of said aforesaid Value free of the dower of said David M. Loar. Said David M. Loar. by his assignee J. M. Kennedy waiving the assignment of dower and Elect to take in Money, and the appraisers heretofore appointed find by actual view the appraised value of said dower to be $58.00 Dollars. The Court finding said Mortgage of said J. M. Kennedy to be a lien thereon.

"The Court Now Comes to the distribution of said Estate finds that the Costs of said action including Attorneys fee to J. M. Kennedy. per Services herein amount to (56.38) Fifty Six and 38/100 Dollars.

"It is therefore ordered by the Court that the Sheriff pay to the Treasurer of Union County the Tax upon said property. Taxed at $8.57

Secondly. To the Clerk of this Court the Costs of this action including Counsel fees the Sum of. $ 56.38

"Third out of the respective Shares of David M. Loar. D. S. Loar and Harvey Althey the amount found due on the Mortgage of J. M. Kennedy amounting. to.. $ 76.00

"Then to Nettie Althey the Sum of. $ 11.51

"Then to Percy Althey the Sum of. $ 11.51

Then to John Althey the Sum of. $ 11.51

"The same being their distributive Shares. The above will leave to David M. Loar. a Balance of $ 5.52

"The Court further coming to the Mortgage of said J. M. Kennedy against said D. S. Loar. Harvey Althey and David M. Loar. do find the same to be the first and best lien on their respective interests in said premises and orders the same paid out of the Money arising from their respective Shares. as above ordered in distribution.

February. 20th 1900

7725 John A. Gornell. Plaintiff
vs.
Hugh Mc. Adow. et. al. Defendants

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 upon due Consideration the Court finds that Said proceedings have been in all respects Correct and lawful, and the Same are approved and Confirmed

"And it appearing that Said Estate Cannot be divided by Metes and Bounds. without Manifest injury to the Value thereof, and the Said Samuel Mc. Adow Sr. having. Elected to take the Said Estate 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 any taxes that may be due on Said premises. 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 Said Sale be distributed as follows; "First. in payment of the Taxes due upon Said premises $10 Cts; Second the Costs of this action including an Attorney fee of $60 Cts to Cameron & Cameron for their Services herein. Total Costs $116 93/100.

"The Balance of the Cash proceeds Shall be divided between Said parties. other than the purchaser. in the proportions of their rights as heretofore determined

March. 2nd 1900. In Chambers

No 7766 | Archabald Andrews. Plaintiff vs Amelia Andrews. Defendant | Common Pleas Court. Union County. Ohio.

Entry

This day this cause came on for hearing upon the application of the defendant. for an allowance of temporary alimony. and it appearing to the Satisfaction of the Court. that Said defendant was entitled to Such allowance. and upon agreement of the Plaintiff to pay. and of the defendant to accept the Sum of Thirty Dollars in full of temporary alimony. the Same to be paid on or before. March. 16th 1900.

"It is therefore ordered. adjudged and decreed that the Said Plaintiff pay to Said defendant. or to her attorney of record Said Sum of Thirty. Dollars. ($30.00) on or before Said 16th day of March. 1900.

Approved. Duncan. Dow. Judge.

F. A. Thompson Atty for Plaintiff
W. C. Bales Atty for Defendant.

order to Draw Jury | The State of Ohio. vs Union County 88 | Order. to draw. Jury

"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 Sitting of the Court of Common. Pleas in Said County. To-wit: on the. 5th day of March A.D. 1900. 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 3rd day of April. A.D. 1900. at. 10' O. Clock in the forenoon of Said day. and Said Petit Jurors to be and appear before Said Court on the 16th day of April. A.D. 1900.

Duncan Dow Judge of
Court of Common Pleas

No 7721 | William Mathers vs A B. Robinson Executor | March 20th 1900

Entry

This day this cause is Settled by parties and Costs paid

No 7767 | Richard Collins vs George Biddle et al | April 3rd 1900.

Entry

April 3rd 1900. This day this cause was Settled and costs. paid

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In Chambers. J

7806

The Board of Education of Jerome Township, Union County Ohio Et al - Plaintiffs

VS

Gerard R. Hughs, et al. Defendants.

July 3rd 1900.

Journal Entry

Orders Granting Temporary Injunction or Restraining Order. Probate Court Union County, Ohio. July 2nd 1900.

In the Common Pleas Court of Said County.

"This day came the Plaintiffs by Porter & Porter their Attorneys, and it appearing that the Judges of the Common Pleas Court, in which Court this Cause came on to be heard upon the Plaintiffs application for an injunction, upon the petition duly verified and affidavits therein filed, and was argued by Counsel; and the Probate Judge being fully advised in the premises, and being Satisfied that the Plaintiff is entitled thereto a Temporary injunction is granted, as prayed for in the Petition restraining the defendants from interfearing in any way with Plaintiffs assuming jurisdiction of the Territory formerly comprising Sub District No 2 in Jerome Township, Union County, Ohio; or with the property or affairs thereof, or with the Monies or funds which belong to Said Sub district; and to certifying a levy to the County Auditor for such purpose.

"Said Edward M. Fullington as such County Auditor is Enjoined from apportioning or paying to Said Special School District any monies or funds that belong to or Should belong to Said Sub-District No. 2 aforesaid, or to the Board of Education of Jerome Township, Union County, Ohio, for the use of Said Sub-District or from assessing or placing upon the Duplicate any assessment for Such purpose upon the Said Plaintiffs giving to Said defendants an Undertaking, executed by Sufficient Surety, in the Sum of Two Hundred dollars Conditioned and to be approved as required by law.

John M. Brodrick Probate Judge

The State of Ohio Union County ss:

I, John M. Brodrick Judge and Ex-Officio Clerk of the Probate Court, within and for Said County and in whose Custody the Files, Journals and Records of Said Court are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Entry is taken and Copied from the Journal of the proceedings of Said Court, that the Same has been Compared by me with the Original Entry on Said Journal, and that it is a true and Correct Copy thereof.

"In Testimony Whereof, I hereunto Subscribe my Name officially, and affix the Seal of Said Court at the Court House in Marysville, in Said County this 2nd day of July, 1900.

John M. Brodrick, Judge and Ex-Officio Clerk of Said Probate Court.

Tuesday. April 3rd 1900.

The State of. Ohio. Union County ss:

The Seperate 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 Nine Hundred held in the Court House in the Village of Marysville. County and State aforesaid was begun on the Third First Tuesday. the 3rd 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. E. Robinson Sheriff Union County. Ohio.

Attest

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

"The Venire facias for a Grand Jury heretofore issued. and returnable. this 3rd day of April at. 10. O'Clock A.M. Was duly returned by the Sheriff. with his indorsement thereon as follows

"The State of. Ohio Union County ss:

Sheriff Office April 3rd 1900.

"On the 5th day of March. 1900. I received this Venire. and Served the same on the Several persons. therein Named. at the times and in the Manner placed oposite their Names Endorsed thereon

	Names	When Served	Where Served	Miles
1st	"Preston Rizer	March 17th	Not residing in County	
2nd	"Daniel E. Brightlee	" 7	Postal Card	18
3rd	"May Chapman	" 13	" "	16
4th	"Clark Rickard	" 8	" "	20
5th	"J. G. Gault-	" 6	" "	12
6th	"W. W. Blue	" 8	" "	6
7th	"L. L. Ford	" 7	Personal	19
8th	"Albert Hickock	" 8	P. Card	22
9th	"O. C. Trickey.	" 9	Residence	20
10th	"Thomas Conner	" 6	Postal Card	10
11th	"M. E. Stamats	" 7	" "	34
12th	"C. L. Robinson	" 31	Personal	20
13th	"W. W. Clevenger.	" 9	"	18
14th	"A. E. Mitchell	" 5	"	
15th	"R. S. Bennett.	" 18	"	

J. Ed Robinson Sheriff.

"And upon calling the Same in open Court. Daniel E. Brightlee. May Chapman. Clark Rickard. J. G. Gault. W. W. Blue. L. L. Ford. Albert Hickock O. C. Trickey. Thomas Conner. M. E. Stamats. W. W. Clevenger. A. E. Mitchell and R. S. Bennett. appeared and answered thereto. Preston Rizer and C. L. Robinson failed to appear and the panel being in complete the Sheriff Summoned Wm G. Snodgrass. and D. H. Moore from the bystanders as talesman to complete the same who appeared and answered thereto and the Panal being full the Court appointed L. L. Ford foreman of the Grand Jury. and he with his fellow Jurors took the oath in Manner and form as provided 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 fellowing. Named persons Complete the Grand Jury. To-wit:

4th "Danil E. Beightler (2) May Chapman (3) Clark Rickard (4) J.G. Gault. (5) W.W. Blue. (6) L.C. Ford (7) Albert Hickock (8) C.C. Crickay. (9) Thomas Connor. (10) M.E. Stamats (11) W.W. Clevenger. (12) A.E. Mitchell. (13) R.S. Bonnett. (14) Wm G. Snodgrass. (15) D.H. Moore

7762 Effie Bellers vs Burton Bellers — Entry

"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 due Notice of the pendency has been Served on the defendant.

2nd = That said defendant had been guilty of gross Neglect. Willfull absense and habitual drunkenness for. More than three years.

"It is therefore Considered. Ordered. and Adjudged by the Court that the plaintiff be granted a Complete divorce from the defendant. and that each party be released therefrom. and recover her Costs herein Taxed at $

7764 Lucy F. Keller vs Howard Keller — Entry

"This day this Cause came on. for hearing. on the Petition of the Plaintiff. the defendant being in default for answer. and the Court being fully advised in the premises. do find for the plaintiff.

"First that due Notice of the pendency thereof had been Served on the defendant.

"Second - That said defendant had been guilty of gross Neglect. and willfull absence for more than three years.

"It is therefore Considered. ordered. and adjudged by the Court that the plaintiff be granted a Complete divorce from the defendant. and that She have the Custody. Care and Control of their infant Child Clarence Keller. and recover her Costs herein Taxed at $

7707. The Michigan Mutual Life Insurance Company = Plaintiff vs Alf Scott. et. al. - Defendants — Court of Common Pleas: Annex County. Ohio.

Entry

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 his 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 Said proceedings and Sale be. and they are hereby. Approved and Confirmed.

"And it is further ordered that Said Sheriff convey to the purchaser J.L. Southard by a good and Sufficient deed in fee-Simple. according to law. the property So Sold to him. as described in Said order of Sale, that Said purchaser be. and he is Subrogated to all the rights of the 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 the Said purchaser. in possession of Said premises Sold to him as aforesaid.

No 7761.

"It is further ordered that the Clerk cause Satisfaction of the following Mortgages to be Entered upon the respective records thereof in the office of the County Recorder of Union County, Ohio,

"Mortgage described in petition herein, and recorded in Liber 27, Page 17, of the Mortgage Records in said office. Except as to right of way of Toledo and Ohio Railway Company. Containing 2 05/100 acres.

"Mortgage from Alf Scott and Wife to John H. Wood. Recorded in Volume 34 Page 261. of said Mortgage Records

"Mortgage from Alf Scott and Wife to S. M. McClend, John H. Wood and A. B. Robinson. Recorded in Volume 34, Page 260. of said Mortgage Records.

"Mortgage from Alf Scott and wife to John H. Wood. Recorded in Volume 34, Page 261 of said Mortgage Records

"And the Court coming now to distribute the proceeds of said Sale amounting to $ 4613.50, it is ordered that the Sheriff out of the Money in his hands pay fully and first

1st To the Clerk of this Court the Costs of this Action taxed at $ 129.53

2nd " To plaintiff. The Michigan Mutual Life Insurance Company, as the amount due it on the Claim Set up in its Supplimental Petition herein arising from the purchase by it of tax Claims on said premises held by W. Guy James To-wit: the Sum of $ 110.00

3rd " To. Plaintiff. The Michigan Mutual Life Insurance Company the balance of Said Money remaining in the hands of the said Sheriff To-wit, the Sum of $ 4873.22 to be Applied as a Credit upon its Judgment and decree herein

"And the Court finds that there is Still remaining due Said The Michigan Mutual Life Insurance Company on the Notes and Mortgage Set up in its Petition the Sum of $ 77.27

"Which amount this Court finds to be a first and Valid Lien upon a Strip of ground 66 feet Wide through the premises described in the petition, being 2 05/100 acres, used and occupied by the Toledo and Ohio Central Railroad Company, as a right of way for Railroad purposes.

"And it is further Ordered, that the question as to what amount of Money the Toledo and Ohio Central Railroad Company Should pay plaintiff in order to have its said right-of way, Generated from said plaintiff. Lien is reserved for future determination by this Court

Robinson & Woodburn Attys for T & O C Railway Company

→ Jury Commissioners ←

This day the court of its own Motion, under Revised Statute Sec 5162-2 appointed the following named freeholders, Electors of said County, "Commissioners of Jurors" to wit,

L H McAllister of Leesburg Township - Arthur Webb of Union Township
H.S. Stamatis of Washington " E E Moore " Claibourne "

to serve for one year from April 3d 1900, or until their successors are appointed and qualified -

And it is Hereby further ordered, that the said commissioners, at their Meeting on the Fourth Monday of May 1900 - Select as such Jurors, 120 persons to serve as such Jurors for the ensuing term of one year,

No 7707

Monday April 9th 1900

No 7761. Ettie M Leeper vs Harry M Leeper } Divorce.

And now comes the said plaintiff by H W Merchant attorney, and the defendant having been duly served with Summons, and a copy of the petition herein, the Court find that the alligations thereof are confessed by him to be true. The court also find that the plaintiff at the time her petition had been a resident of the State of Ohio, for the year next preceding the same, and was at the time a bona fide resident of the County of Union, and that the parties were married as in said petition set forth.

The Court further 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 said Ettie Leeper and Harry M Leeper be and the same is hereby dissolved, and both parties are hereby released from the obligations of the same. It is further ordered that the custody, care, education and control of said child Mark Leeper a daughter of the said parties hereto be, until further order, confided to the said Ettie Leeper.

The Court further find allowance for the said Ettie Leeper plaintiff in the sum of Two Hundred Dollars, and the Court awards Judgment in said amount of Two Hundred Dollars against the defendant, the said Harry M Leeper and Execution is awarded.

It is further consudered that the said Ettie Leeper recover from said Harry M Leeper costs herein expended, and it is ordered that the said defendant pay the costs of this prosecution And Execution is awarded.

Tuesday. April. 10th 1900.

Appointment of Deputy Clerk.

The Honorable Duncan Dow Judge of the Court of Common Pleas, Union County Ohio,- I hereby certify that I have appointed Robert McElroy, deputy Clerk of said Court. subject to the approval of the Court. April 10th 1900.

J M Connell, Clerk of Courts.

The above appointment of Robert McElroy as Deputy Clerk of Union County is hereby approved, this 10th day of April 1900

Duncan Dow

Judge of Court of common Pleas of said County

No 7707 The Michigan Mutual Life Insurance Company, Plaintiff vs Alf Scott et al. ---------- Defendants

April 3rd 1900. Entry

Leave is this day granted plaintiff to file its Supplemental Petition herein instanter and the same is accordingly filed

Monday, April 9th 1900

William Jolliff. – plaintiff
vs
Minnie R. Bosh, Vena McFadden
Victor Wood a Minor over 14 years
Erey May Wood & Della Wood, minors
under 14 years of age – Defendants

Common plea Court.
Union County Ohio.

Entry,

This cause came on to be heard on the plaintiffs petition, the answer of Henry V Spicer Guardian ad litum of Victor Wood, Erey May Wood, and Della Wood Minors and the evidence, all the other defendants being in default for answer, although duly served with process; on consideration whereof, the Court find that the allegations of the petition are true, and that the plaintiff has a legal right to Thirty-one thirty sixth 31/36 of the estate in the petition described, being 87 acres and and 167 4/9 poles, and is entitled to have said Estate parted as prayed for by him, that each of the defendants, Minnie R Bosh, Vina McFadden, Victor Wood, Erey May Wood and Della Wood, has a legal right to one thirty-sixth 1/36 of said Estate being 2 acres and 108 4/9 poles each

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 Spicer, William Elliott and Robert Elliott who are hereby appointed commissioners for the purpose, he cause to be divided and set off to each of said parties the portion of said Estate to which he or she is herein found entitled, and of his proceedings said Sheriff shall make due returns.

The State of Ohio
vs
Luther Ward

Indictment
for
Assault & Battery,

No 7679.

Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in the custody of the Sheriff. and arraigned upon said indictment for plea thereof, Saith he is "guilty" Thereupon after being fully advised in the premises, it is ordered and adjudged by the court that the said Luther Ward be imprisoned in the Columbus Work-House at Columbus Ohio. and kept at hard labor for the term of Sixty days, and that he pay a fine of ten dollars. and the costs of this prosecution, and that he stand committed to the said Columbus "Work House" at hard labor. until the amount of said fine and costs shall be paid or secured to be paid, or he otherwise lawfully discharged

No 7695

Friday April 7th 1900. and April 3rd 1900

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 1900 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 Fifty five witnesses Covering Fourteen Cases, and presented Eight bills, and ignored Six Cases considered by us: The busines has been transacted in as Expeditious a Manner as possible

During our sessions 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 so far as they can be in said Jail - However, we find the hygeine conditions in said Jail to be bad because of faulty construction. We also find said Jail to be an insecure place in which to confine Criminals We therefore recommend that said Jail be re-Modeled and re-fitted with a view to remedying these evils.

We Also recommend that a barn be constructed for the use of the Sheriff.

Respectfully Submitted,
L L Ford Foreman

No 7679. W. J. Roots vs Clara Maloy | April 3rd 1900 Court of Common Pleas. Union County. Ohio

This day this cause came on to be heard on Motion of defendant to dismiss action on account of transcript not being filed in time prescribed by Statute - after hearing argument Court overrules same. and ten days given defts to answer

Porter & Porter
Hoops

No 7695 The Wader, Bushnell and Gleaner Co Plff vs L. C. Chapman et al. Defts | April 3rd 1900 In Court of Common Pleas. Union County Ohio Entry

This cause having been heard upon the demurer of the defendant Thomas Chapman to the amended petition. and the Court upon due consideration overrule the same, to which said defendant excepted. and requested leave to answer. and is granted fifteen days thereto

Cameron & Cameron.

Mary C Haven. Plaintiff vs Adam Newhouse and other defendants | In the Court of Common Pleas Union County Ohio. Entry

"This cause came on for hearing the. day of. 1900, on the demurer of. M. T. Laney stiff to the petition, and the Court after hearing argument of Counsel and upon due consideration sustains said demurer to which ruling the plaintiff then and there duly excepted, and asked to be allowed twenty days in which to amend her petition which leave of Court was duly granted

J. D. Gallop Atty for Plff

Tuesday April 3d 1900.

The Harder Bushnell,
and Klesner Co — Plaintiffs
vs
L C Chapman et al Defendants } Entry

This Cause having been heard upon the demurrer of the defendant Thomas Chapman to the amended petition of and the court upon due consideration overrule the same to which said defendant excepts, and requested leave to amend and is granted fifteen days —

Mary E Hawn
vs
John L Neethouse et al } Entry

This Cause came on for hearing on the 3d day of April 1900 on the demurrer of Mr Long staff, and the court after hearing the argument of Counsel and upon due Consideration Sustains said demurrer to which ruling the plaintiff then and there duly excepted, and asked to be allowed to Twenty days in which to amend her petition, which leave of Court was duly granted,

In Re assignment of Caleb F Haines
to Sam Sherwood. — H M Ballinger
vs. Samuel Sherwood, et al } No 7753 No 1019

This day this cause the parties, and this cause came on to be heard upon the petition of in Error of the said H M Ballinger, and the court being fully advised in the premises finds that there is error in said record and proceedings, of the probate court of this county in this, that said probate Court erred in overruling the demurrer of said H M Ballinger, to the answer of said Margaret D Haines, and also erred in overruling the demurrer of said H M Ballinger to the answer of Samuel Sherwood assignee, It is therefore considered and adjudged by the court that the finding and Judgment of said Probate Court be, and the same is reversed. And it appearing to the court that since this case was commenced, John M Brodrick, one of the attorneys in this case, has been elected and qualified and is now acting as probate Judge of this county, and having an interest in this case. he is disqualified from hearing the same, It is ordered that this cause be retained in this court for further proceedings.

And the court now proceeding to render such Judgment as the probate court should have rendered Sustains the demurrer of the said H M Ballinger to the answer of said Margaret D Haines, and No 7666 Sustains the demurrer of the said H M Ballinger to the amended answer of said Samuel Sherwood And thereupon said Margaret D Haines asked and had leave of the court, against the objection of plaintiff to prepare and file an amendment to her answer, which amendment when filed shall be and form a part of said answer of said Margaret D Haines the same as if originally inserted therein, and this cause is passed for further proceeding

To which ruling of the court in permitting the amendment to the answer of Margaret D Haines, the said H M Ballinger by his counsel at the time excepted, and said plaintiff also then and there excepted to that part of the order of the court which allows and orders said amendment when filed to be a part of said answer, the same as if originally inserted therein. 77 44

Monday April 6th and 9th 1900.

Alice A Gamble
vs
Samuel E Gamble

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 the petition was given to the defendant according to law — but he has failed to answer or demur to said petition; and that said parties were married as set forth in the petition and that the plaintiff has been a bonafide resident of Union county in the State of Ohio for one year before the filing of the petition herein, and that the defendant has greatly neglected the plaintiff without just cause for about three years prior to the filing of the petition.

It is therefore on this 9th day of April 1900, 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; And it is further ordered that the care, custody, nurture and education of the child, Alta Mabel, be, until the further order of the court confided exclusively to the plaintiff, and defendant is hereby enjoined from Meddling with, or in anywise interfering with the said child —

April 6th 1900

No 1019 | The State of Ohio vs Chas. Curtis | Entry
Indictment for Stealing Horse and Grand Larceny

The Defendant herein having this day came into Court, and entered a plea of guilty to the charge of the Indictment in this case, and the Court being fully advised in the premises, and the Defendant showing no cause why Sentence Should not be pronounced

"It is therefore adjudged by the Court that the said defendant Charles Curtis be confined in the Penetentiary for the term of two years at hard labor No part of which shall be in Solitary Confinement, and that he shall pay the cost of prosecution

No 7666 | Archibald Andrews Plaintiff vs Amelia Andrews, Defendant | Common Pleas Court: Union County: Ohio. Entry

This cause coming on for hearing upon the demurrer of the defendant, and being submitted to the Court upon consideration thereof the Court does overrule the same, and upon application for that purpose leave is granted defendant to plead by May 5th 1900.

77 44 | J. M. Kennedy vs E. W. Porter Admr etc | Entry April 3rd 1900

"This day this cause came on to be heard upon the demurrer of the Plaintiff to the 2nd defense of the answer, of the defendant, and the Court being fully advised in the premises do overrule said demurrer to which ruling of the Court the plaintiff, and the Plaintiff obtained leave to file an amended Petition within thirty days from this date

Kennedy for Plaintiff

Thursday April 19 1900

George Beecher
vs
Joseph C Rogers et al

This Cause coming on for hearing was submitted to the Court on the petition, answer, cross-petition of Margaretta Geer and the reply to the answer of Joseph C Rogers and on consideration thereof, the court find on the issues joined for the plaintiff, and that there is due the plaintiff from the defendant, Joseph C Rogers, on the promisory note set forth in the petition, with interest to the 19th day of April 1900, the Sum of Five Hundred and thirty three and 47/100 Dollars

The Court further find that in order to secure payment of said note, and another note which has been fully satisfied, the said defendants Joseph C Rogers and Mary Rogers his wife executed and delivered to the said George Beecher, plaintiff their certain Mortgage deed in the petition discribed, and on the premises therein discribed; and that said Mortgage was duly recorded in Vol 16 Page 49. of the records of Mortgages of Union County, and is a good and valid first lien on the premises discribed in the petition, and that the condition of said Mortgage have been broken.

The Court further find that there is due the defendant, Margaretta Geer on her answer and cross petition, and note set up therein the Sum of $68.00 and that the Mortgage therein set forth in her said answer and cross-petition was given to secure it.

It is therefore adjudged and decreed that, unless said defendant Joseph C Rogers, 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 Margaretta Geer, the Sum so found due them as aforesaid, with interest at the rate of Seven per cent from the 19th day of of April 1900, the said defendants Equity of Redemption be foreclosed, and that said premises be Sold and that an order of Sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

7777

7674

7728

1776

William Jolliff
vs
Minnie Bosh et al

Appointment of Guardian Ad-Litem
Entry
April 9th 1900

Now comes Victor Wood a minor over 14 years of age, and Ivy May Wood and Della Wood Minors Under 14 years of age, and having been Served with process herein. Makes application for a guardian Ad. litem, and thereupon it is ordered that H. V. Spicer be and he hereby is appointed guardian for the Suit for said Minor defendants

"And Now Comes the Said H. V Spicer and in Open Court accepts said Appointment

Lezzie A Copps. and Lunetta.
A D. Chamberlin, Executrices &c
vs
7777 Clarence K Holverstott &
Florence Holverstott & H Eng Jones

Now comes the plaintiffs herein and the defendants Clarance K Holverstott, and Florence Holverstott being in default for answer or demurrer, the court find that the allegations of the petition are confessed by them to be true, and the court find that the defendant, Clarence K Holverstott is indebted to the plaintiffs upon the promisory note set forth in the petition herein in the sum of Nine hundred and Thirty two Dollars and Eighty four Cents, It is therefore considered by the court that the plaintiffs recover from the defendant the said sum of Nine hundred and Thirty two dollars and Eighty four Cents, and their costs herein expended, Taxed at $.

The court further find that in order to secure the prompt payment of said note, the defendant Clarence K Holverstott and Florence Holverstott his wife, executed and delivered to said Alvin Dreen, deceased, their certain Mortgage deed, as in the petition described, and on the premises therein described; and that said Mortgage was duly recorded in book 32, at page 90 of the record of Mortgages of Union County Ohio, and is the first and best lien upon said premises, excepting the taxes therein,

It is therefore considered and adjudged by the Court, that unless the defendant Clarence K Holverstott shall within two days from the entry of this decree pay, or cause to be paid to the clerk of this court the costs of this action and to the plaintiffs herein the sum so found due them as aforesaid, according to the terms of said Mortgage, the said 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.

Clarence Johnson
vs
Henry Eickemeyer

7674 This cause is continued on Motion of the plaintiff. at his costs for this term, for which, Judgment is rendered against him.

Apr. 3rd, 1900.

William Morrow
Robert McCrory Admr. vs. { This day came the parties by their attorneys and this cause came on to be heard upon the demurrer

7728 filed by the defendants to the petition and was argued by counsel and submitted to the Court. On consideration whereof the Court being fully advised in the premises sustains said demurrer, to which ruling of the Court in sustaining said demurrer the plaintiff by his counsel then and there excepted. The defendant not desiring to further amend his petition it is ordered by the Court that this case be and the same is dismissed at the cost of the plaintiff. It is therefore considered and adjudged by the Court that the said defendants recover of the plaintiff their costs herein expended taxed at $ Thomas Reed Plaintiffs Attly.

Tuesday April 17th 1900

The State of Ohio vs Daniel Kaylor } Indictment for Assault & Battery
Entry

The defendant having this day come into Court and entered a plea of guilty to the charges of the indictment in this case and the court being fully advised in the premises and the said defendant being inquired of if he had any thing to say why Judgment should not be pronounced against him, and said defendant showing no good and sufficient cause why Judgment should not be pronounced

It is therfore adjudged by the court that the said defendant Daniel Hinton pay a fine of Thirty five, (35^{00}) Dollars and the costs of this prosecution, and that he stand committed to the jail of Union County until the amount of said fine and costs shall be paid, or Secured to be paid, or he be otherwise legally discharged

1021

State of Ohio vs John Landsdown } Indictment for Assault & Battery
Entry

The defendant having this day come into Court and entered a plea of "guilty" to the charge of the indictment in this case and the Court being fully advised in the premises, and the defendant showing no cause why sentence should not be pronounced.

It is therfore adjudged by the court that the said defendant John Landsdown pay a fine of 5^{00} and the costs of this prosecution and be imprisoned in the Jail of Union County for the term of Two days. 1772

The State of Ohio vs Frank Feller } Indicted for Keeping Saloon open on Sunday
Entry

The defendant having this day came into Court and entered a plea of guilty to the charge of the indictment in this case, and the court being fully advised in the premises, and the said defendant being inquired of if he had any thing to say why Judgment should not be pronounced against him, and said defendant showing no good and sufficient Cause why Judgment should not be pronounced.

It is therfore adjudged by the Court that the said defendant Frank Feller pay a fine of Twenty Five (25^{00}) Dollars and the Costs of this prosecution and that he be imprisoned in the jail of Union County for the term of Ten (10) days, and stand committed to the Jail of Union County thereafter until said fine and costs shall be paid, or secured to be paid or he be otherwise legally discharged.

Wednesday April 18th 1900.

William E Ford
vs
Clara M Ford
} Divorce
Entry,

This cause came on this 18th day of April 1900 to be heard on the petition and evidence, the defendant having been duly served with Summons and copy of the petition and having failed to appear, the court find herein default for answer or demurrer to said petition, and find that the allegations thereof are thereby confessed by her to be true. The Court also find that the plaintiff at the time of filing said petition had been a resident of the state of Ohio for one year next preceding the same, and was at the time a bona fide resident of Union County, and that the parties thereto were married as in said petition set forth.

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

It is therefore ordered, and adjudged by the Court that the Marriage Contract heretofore existing between the said William E E Ford and Clara M Ford, be, and the same is hereby dissolved, and both of said parties are released from the obligations of the same—

It is further ordered that the plaintiff pay the costs herein.

7772

Ettie Williams
vs
Henry E. Williams
} In the Court of Common Pleas: Union County, Ohio.
Divorce Entry

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.

"The Court further find upon the evidence adduced that the defendant has been guilty of gross Neglect of Duty, and 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 Ettie Williams and Henry E. Williams be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and the said Ettie Williams is restored to her Maiden Name of Ettie Cutler and it is ordered that the said Plaintiff pay the Costs of this prosecution

Thursday Apr'l. 19th 1900

7697 Mary C Howard
vs
John L. Newhouse et al

This day this cause came on for hearing on the demurrer to the Amended petition filed in this case, and the court being fully advised in the premises, does sustain the same, and the plaintiff asked and obtained leave to file a Second Amended Petition in said case within thirty days from this date, and said cause stands Continued.

7757 John A Boylan
vs
L A Wood et al

To Quiet Title.
Entry.

Now comes the plaintiff by his attorney, the defendants being in default for answer or demurrer, the court find that the allegations of the petition are confessed by them to be true, The Court further find that at the time of the bringing of this action, the said plaintiff was in possession of the property described in the petition, and that he had the legal estate therein, and was entitled to the possession of the same; That neither the defendants in person or as trustees, nor any one of them have any estate, or are entitled to the possession of said real estate or any part thereof, And that the plaintiff ought to have his title and possession quieted as against Each and every one of said defendants, as prayed for in his petition.-

It is therefore ordered and decreed that the title and possession of said John A Boylan to all and singular of the premises in the petition described be, and the same hereby are, quieted as against the defendants in their own person or as trustees, 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 and possession of said John A Boylan his heirs or assigns thereto, and that the said defendants pay the costs of this action.

7780 Cassius G Rhoads
vs
Jas McElroy et al

This cause coming on to be heard, the defendant "The Union Banking company" is by leave of the Court granted 30 days from this date in which to plead herein.

7741

Thursday April 19th 1900

7741 George Beecher vs Joseph C Rogers } Entry of Verdict.

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

1 John Merritt	4 H O'Harahord	7 J A Phillips	10 H R Henderson
2. O L Murphy	5 Richard Mayfield	8 Warren Harris.	11 H W Epps
3. Samuel Culberson	6. John Longberry	9. Nick Stiffler	12 Thomas Lowell

Who being duly impanneled, sworn according to Law and thereupon this case came on for hearing on the pleadings and evidence.

And after hearing the evidence, argument and Charge of the court the Jury retired to their room, in Charge of the sheriff, for deliberation and now comes the said Jury in open Court with their verdict in writing Signed by their foreman and say, We the Jury find, on the issue Joined, for the plaintiff and assess his damages at Three Hundred and Twenty Three Dollars and Eighty Cents, ($323.80)

signed J A Phillips Foreman.

George Beecher vs Joseph C Rogers } Judgment on the Verdict

The Jury in this action on a former day of this term rendered a verdict for the plaintiff and assessed his damages at Three Hundred and Twenty three Dollars & Eighty cents, and no Motion for a New Trial herein has been made;

It is therefore considered by the Court that the said plaintiff recover from the said Joseph C Rogers, defendant herein, the said sum of Three Hundred and Twenty three dollars and Eighty Cents ($323.80) together with his costs herein expended.

Mandate from the Circuit Court.

State of Ohio, Union County ss

Circuit Court, Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union in the State of Ohio, began and held at Marysville on the 6th day of February, A.D. 1900, among other proceedings then and there had by and before said Court as appears by its Journal, were the following viz:- No. 160, John D. Mather, Plaintiff, Vs. William A. Wright, James H. Wright and Margaret B. Wright, Defendants;-

This day this cause came on for hearing, and the same was submitted to the Court upon the pleadings and evidence and was argued by counsel; on consideration whereof the Court, being fully advised in the premises find upon the issues joined in favor of the plaintiff, and that the plaintiff is entitled to the relief prayed for in his petition. It is therefore ordered and decreed by the Court that said defendants, William A. Wright, James H. Wright and Margaret B. Wright, be and each of them are hereby forever and perpetually enjoined from erecting or maintaining a dam across said Bokes Creek, touching the plaintiff's land or any part thereof, from interfering with the free and unobstructed flow of the water in said Creek along and adjoining the lands of the plaintiff as prayed for in the plaintiff's petition.

It is further adjudged and decreed that the plaintiff recover from the defendant his costs in this action taxed at $—.

It is further ordered that a special Mandate be sent to the Court of Common Pleas of this County for execution upon this judgment.

Thereupon the defendants filed their motion for a new trial in this cause which was overruled by the Court, and to which ruling and decisions of the Court the defendants then and there excepted, and fifty days is allowed for preparing and filing bill of exceptions, to all which decisions and judgment the defendants then and there excepted,

Friday April 20th 1900

7776 William Jolliff vs Minnie B Bosher et al } This case 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 the said commissioners have made and returned their appraisement of said Estate at Forty two 50/100 $42.50 dollars per acre, The court find the said return and proceeding in all respects correct and in conformity to law and do therefore approve and confirm the same.

And thereupon motion of said parties Electing to take the said estate at its appraised value, on motion of the plaintiff it is ordered that said Estate be sold at public auction and that an order issue therefor to the Sheriff of Union County

And the said Sheriff is ordered to return his proceedings to Court without unnecessary delay.

Edward E Cole vs Mary J Jewell, and Charles S Jewell } Now came the plaintiff the plaintiff herein and the defendant being in default for answer and demurrer. this cause was submitted by the plaintiff on the petition and evidence. On consideration whereof the court find that the defendants, Mary J Jewell and Charles S Jewell her husband 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 Book 84 Page 2. of the records of Mortgages of Union County, and is the first and best lein on the premises described in the petition. The court further find that the conditions of defeasance in said Mortgage has been broken, and that the said plaintiff is thereby entitled to have defendants equity of redemption foreclosed. No 7754

It is therefore considered, unless the said defendant shall within thirty days from the entry of this decree, pay or cause to be paid to the Clerk of this court the costs in this case, and to the said plaintiff the sum of $392.45, Three Hundred and Ninety two 45/100 Dollars with interest from said date April 3d 1900 according to the terms of said Mortgage deed, at 7%, the defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale thereof shall issue to the Sheriff of Union County, directing him to sell said premises as upon Execution, and bring the proceeds into Court for further order

Friday April 20th 1900.

The Farmers Bank
vs
SH Ruehlen and
DW Ayers

And now this Cause being heard upon the pleadings filed in this Case, and the motion of the plaintiff for Judgment thereon, the court find that said plaintiff is entitled to a judgment upon the Statements in the pleadings, and that the defendants are indebted to the plaintiff in the Sum of Twelve Hundred and fifty four and 67/100 Dollars.

It is therefore considered by the court that the plaintiff recover from the defendants. SH Ruehlen as Maker, and DW Ayers as guarantor the said Sum of $1254.67. with 8% per cent interest from the first day of this term, to wit April 3rd 1900. together with its costs herein expended, taxed at $ and execution is awarded therefor, as to all other matters this case is continued.

Formation of new Grand Jury—

It being deemed necessary, the Court this day ordered the Sheriff to Call together a new grand Jury by summoning from among the bystanders or Neighboring citizens fifteen good and lawful men having the qualifications of Grand Jurors,

Thereupon the following named persons were called and appeared in answer thereto to wit,

1 WM McCloud	6 George Weber	9 James Reed	13 WJ James
2 AJ Whitney	6 JW Tellers	10 OM Scott	14 Leo McMeek
3 JP Martin	7 John Vanderan	11 Will Morey	15 Philip Rompright
4 WG Snodgrass	8 TM Brannan	12 Leo Beecher	

and the court appointed WM McCloud foreman of said Grand Jury, and he, with his fellow Jurors, took the oaths, in manner and form as prescribed by law, and the said Jury being instructed by the court in relation to their duties, were conducted to their room attended by the Sheriff.

No 7754

David C. Jackways et al.
vs
Samuel Mc Adoo

Entry

This day this Cause came on for hearing on the demurer of the defendant and the Court being fully advised in the premises do find for the defendant and Sustain the demurer herein — Thereupon came the Plaintiff and obtained leave to file an amended Petition herein within 30 days

J M. Kennedy Atty for Plaintiff

Approved Dew. J.

Monday April 30. 1900

No 7782 | Aaron B. Robinson Executor Plaintiff / Vs / James Wallace Kennedy et al Defendants | In the Court of Common Pleas of Union County, Ohio / Entry / Appointment of Guardian ad Laitem

"It appearing that the defendant James Wallace Kennedy is a Minor under the age of fourteen years and has been duly served with Summons herein, on Motion of the plaintiff. J.C. Kennedy is hereby appointed guardian for the Suit for said Minor and appears and accepts such appointment.

April 20th 1900

No 7759 | A.N. Wheeler / Vs / W.K. Dennis | Common Pleas Court Union County, Ohio

On a former day of this April Term of Court, 1900. To-wit: April 20th 1900. the aforesaid Parties to this action entered into a Writen agreement for a Settlement of the Same To-wit:

Marysville April 20th 1900

"We the Undersigned hereby agree that we will Settle the Claim of A.N. Wheeler against W.K Dennis in full for One Hundred and fifty Dollars "that one Hundred dollars is to be paid on this date, and the remaining "fifty Shall be paid on or before the tenth day of May. 1900. and that the Case is to be Continued in Court until the balance is paid — and the Costs Not to exceed $10.00 is also paid- Not taking into Consideration the Costs of Defendants Witness fees. but all above Ten dollars of Court Costs the Plaintiff is to pay and all Notes against defendant to be Surrendered to him on payment of the balance ($50) and Costs.

Signed A.N. Wheeler
by T.B. Thompson his Attorney
W.K. Dennis

"It is therefore Considered by the Court that the Plaintiff A.N. Wheeler recover of the defendant W.K Dennis the Said Sum of $150.00 and his Costs Not to exceed the Sum of $10.00. and that defendant pay his own Costs- according to the above agreement which is hereby Approved and Confirmed and for which Judgment is rendered against him

C. D 24. | The State of Ohio / Vs / Nora Lee Williams | Journal Entry / "Indictment for giving, and Participating in giving an Immoral Exhibition of the human form

Now Comes the Prosecuting Attorney on behalf of the State of Ohio. and the Defendant being brought into Court in Custody of the Sheriff. and Arraigned upon said indictment. for plea thereto Saith She is guilty. and is remanded to the Custody of the Sheriff until Sentense.

No 7782 Aaron. B. Robinson Executor
vs
James Wallace Kennedy et. al

This day this Cause came on to be heard and was Submitted to the Court. and the Court being fully advised in the premises finds that the Note refured to in Item Seven of the will of James W. Robinson "Deceased" Should draw interest from its date

"It is therefore adjudged. ordered and decreed by the Court that said Executor in paying the Legacy to James E. Robinson so directed in said will in Item Seven Shall deduct from the amount of Said Legacy the face of Said Note and Interest thereon from the date thereof – Together with the amount of. Said order and the interest thereon from date

"The Court further find that Item Six of Said will gives to the defendant James Wallace Kennedy one Thousand dollars to be used in a College Education the Same to draw interest from July 16th 1899. one year after the date of the Probate of Said will. and that he is entitled to the use of No part of it until he has attained an age to receive a College Education and that if he dies before the Money has been So Expended in his College Education his Brother Harrold Kennedy is to have five Hundred dollars of the amount So given to be Expended in a College Education for him and the Ballance of Said Legacy Shall then revert to the Estate of Said Testator.

"And if the Said Harrold Kennedy Shall die before Said Five Hundred dollars Shall be Expended in a College Education for him the Money So given for his Education Shall revert to Said Estate Save only Two Hundred dollars which Shall in that Event be paid Nannie Kennedy the Mother of Said James Wallace and Harrold Kennedy

"It is therefore Considered. ordered. adjudged and decreed by the Court that Said Executor pay to the Said James Wallace Kennedy for the purpose of a College Education to be given him when he Shall have attained an age to receive the Same the Sum of one Thousand Dollars with interest from July 16th 1899 (one year from the Probate of the Said will.) but that if the Said James Wallace Kennedy Shall die before he receives Such Education – That Said legacy and the interest thereof. or So Much of it as has not been So Expended Shall revert to Said Estate. Except that five Hundred dollars of it Shall then be paid to Harrold Kennedy for his Education if living

"And if the Said Harrold dies before the Said Five Hundred dollars Shall have been So Expended in his Education. all of Said legacy Shall then revert to Said Estate. Except Two Hundred dollars which Shall in that event be paid to Nannie Kennedy. Mother of Said James Wallace Kennedy.

"It is further found by the Court that Said Testator by Mistake used the Name. Harlow Kennedy, when he Ment Harrold Kennedy. Brother of James Wallace Kennedy and that Said Harrold Kennedy is the Beneficiary of Said Legacy Contained as aforesaid in case of the death of James Wallace Kennedy

"And for the purpose of Carrying out the provisions of Said Item Six of the Said will of James W. Robinson "Deceased" it is further ordered by the

April 3rd A. D. 1900

Court that J. Charles Kennedy Father of Said James Wallace Kennedy and Harrold Kennedy be and he is hereby made the Trustee of Said fund of One Thousand Dollars to hold and invest the Same and at the proper time to expend the Same as herein directed and in all respects to carry out the conditions of Said Item Six as Construed by the Court herein. and to Execute the order of this Court in regard to this fund. and to give bond in the Sum of Two Thousand Dollars to the Satisfaction of this Court for the faithfull Execution of Said Trust

"It is further ordered that Said Plaintiff pay the Costs of this proceeding Taxed at $[illegible]

Therefore Plaintiff and Defendant each gave Notice of Appeal.

A. B. Robinson
Cameron & Cameron

No 7769

Thomas Reed - Plaintiff
against
The Village of Marysville Ohio. Defendant

Court of Common Pleas of Union County, Ohio.

"This 3rd day of April, 1900. This case came on by defendant asking leave to answer. leave given defendant to answer in 30 days

Approved Davis. Judge

Lien. 5673.

P. H. Lind Relator
& G. Johnson Plaintiff
against
A. L. Webb. and.
Isaac. Hughs. Defendants

Court of Common Pleas of Union County: Ohio
April 30th 1900

Order Reviving Judgment.

This day this cause came on to be heard by the Court and the Court finding that Said defendants have been duly Served with a Copy of the Conditional order of reviver heretofore issued herein (or by Publication) 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 $57 60/100 and $3.00 and 50 cts Costs with interest at 6 per Cent per annum be and the Same doth Stand revived against the Said A. L. Webb and every of them and that the Plaintiff recover against them jointly and Severally his Costs in and about the proceeding of reviver incured and Expended Taxed at $ [illegible]

Approved Davis Jr

Thomas Reed Atty for P. H. Lind Relator

No 7780

Casius Y. Rhoads
Plaintiff
vs
James W. McIlvery et al.
Defendants

In the Court of Common Pleas of Union County, Ohio
April 30th 1900

Journal Entry
Decree in foreclosure. &c

This day this Cause coming on for hearing on the Motion of the defendant. James W. McIlvery to Strike the Petition herein from the files of this Court for irregularity in the Verification thereof. The Court on Consideration, overrules the Same:- And thereupon. this Cause coming on for hearing on the Said Petition of Plaintiff. and the evidence. the Court finds that the Said James W. McIlvery, defendant

herein has been duly Served with Summons in this Case. and that he is in default for answer and demurrer. and that the allegations of the Petition are thereby confessed by him to be true

"The Court further finds that on the 12th day of April. A.D. 1898. the Said defendants James W. McElhrew and Sallie A. McElhrew. Conveyed to Said Plaintiff. by deed the lands in the Petition first Mentioned. Charged. as alleged with a. Mortgage lien. which the Said defendant James W. McElhrey. Was to pay and Satisfy

"That on Said date. last aforesaid. to Secure the Payment and Satisfaction of Said Mortgage lien and to indemnify Said Plaintiff from loss by reason thereof. the Said defendants. Executed and delivered to Said Plaintiff their Mortgage deed upon the lands in the Petition described, which Said Mortgage was duly recorded. and thereby became and Still is a Valid lien on the real Estate in the Petition described as 41 58/100 acres;

"The Court further finds that Said Plaintiff. by reason of the failure of the Said James. W. McElhrey So to do. has been Compelled to pay. and has paid. to Satisfy the Mortgage first aforesaid. the Sum of $141 00. Which Sum with interest thereon at Eight Per Cent per annum from the 17th day of March. A.D. 1900. the Said Plaintiff is Entitled to receive from the Said James W. McElhrey. together with his Costs in this behalf Taxed at $

"Therefore the Court further finds that Said Plaintiff is entitled to have the Said Mortgage foreclosed. and the Said Mortgage Property in the Petition described Sold for the purpose of indemnifying him for the Money So paid out by him. and his Costs herein. and other Costs and Expenses incident thereto including attorney fees.

"Questions as to Which. and Priority of liens. the Court reserves for further Consideration and finding

"Therefore it is ordered and decreed that. unless the Said James W. McElhrey Shall within Eight days from this date. pay or Cause to be paid to the Clerk of this Court the Costs of this action. and to the Said Plaintiff the amount So as aforesaid Paid out by him, together with any other Expenses incident to the foreclosure in the Premises which the Court may find. and adjudge, the Equity of redemption of the Said James W. McElhrey. defendant be foreclosed. and Said Premises Sold and that an order of Sale issue therefor to the Sheriff of Union County. Ohio directing him to appraise. advertise. and Sell Said Premises. as upon Execution and report his proceedings to this Court for further orders.

O. K Porter & Porter.

Tuesday May. 1st 1900 also April 3rd 1900

Court Convened Pursuant to adjournment at 9. O'clock A.M
Present Hon Duncan Dow Judge.

No 7778 — Maggie Mattice vs Charles Mattice — Entry

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 Evidence does find for the Plaintiff.

"1st that the Parties were Married as Stated in the Petition

"2nd That Said Defendant was duly Served with Summons.

"3rd That the defendant has been Willfully absent for More than three years, and guilty of gross Neglect of duty during all of that time

"It is therefore Considered, ordered and adjudged by the Court that a Complete divorce be given the parties hereto, and that the Plaintiff have the Custody, Care and Control of their infant Child and Recover her Costs Taxed at $

No 7773

No 7654 Entry. — 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 Sale heretofore made of the Undivided, one half of, Out Lot No 23, and of the Undivided one half of Out Lot No 22,

"Thereupon the Court having Carfully examined the proceedings of the Sheriff herein and finding the Same in all respects according to law, and the former order of this Court, do Approve and Confirm the Same

"It is further ordered by the Court that the Sheriff Convey by good and Sufficient deeds Said one half of Out Lot No 23, to the Purchaser thereof John A. Boylan, and Said one half of Out Lot No 22, to the Purchaser thereof Ode. Abernathy. = And the Court finding that one Charles H Wiltsie has Purchased Said one half of Said Out Lot No 23, pending these Proceedings at Tax Sale, and that Said Purchase is Paid and of same Effect in law

No 7792

"It is ordered by the Court that out of the Purchase Money in the hands of the Sheriff Said Charles H. Wiltsie be re-imbursed in the amount Paid by him to the County Treasurer, with Six Per Cent interest thereon to the first day of this Term of Court amounting in all to the Sum of $17.86 = And it is further ordered by the Court that the County Auditor Transfer the title of Said one half of Said Out Lot No 23, on the Grand Duplicate of Said County from the Name of Said Charles H. Wiltsie into the Name of Said John A. Boylan on proper presentation of the Sheriffs Deed therefor, and the payment of the Costs of transfer.

"And the Court Commy Nors to distribute the proceeds of Said Sale in the hands of the Sheriff, amounting to the Sum of $202.23 it is ordered that he pay

1st The Said Sum of $17.86 to Said Charles H. Wiltsie as aforesaid

2nd To the Clerk of this Court the Costs herein taxed at $37.35

3rd, The remainder $147.37 to the defendant, The Citizens Home and Savings Company to apply on its Judgment herein.

Brodrick for Plff & Deft The C. H. & S. Co

Friday, May 4th A.D. 1900

Court Convened at 9. O'clock pursuant to adjournment
Present Hon Duncan Dow, Judge

No 7773

Emily Johnson
against
Grant Johnson

Entry Cause No 7773

Now comes the Plaintiff herein, and the defendant being in default for answer and demurer the Court find that the allegations of the Petition are true

"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 the 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 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 Emily Johnson and Grant Johnson 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 Emily N Davis,

"It is further Considered by the court that the said Emily Johnson recover from the said defendant her costs herein Expended and Execution is awarded

Porter & Porter Attys

No 7792

The Marion Manufacturing Co
Plaintiff
against
Calvin Wolford and Abraham Wolford
Defendants

Entry

Judgment by Confession for $190.00 and 5% attorney fees.

This day Came the Plaintiff by Porter & Porter its Attorneys and filed its Petition against said Defendants and thereupon James McCampbell an Attorney at Law of this Court, by Virtue of a Warrant of attorney for that purpose, duly Executed by said defendants, Now produced in Open Court whereon Thereon to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, Waived the issuing and Service of process, Entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the Plaintiff as it has in its petition alleged by Virtue of said Warrant of Attorney, Confessed that there was due from said defendants to said Plaintiff, on said indebtedness the Sum of One Hundred and Ninety ($190.00) Dollars, bearing interest a 8 per cent per annum and 5% attorney fees, 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 Marion Manufacturing Co, Plaintiff do recover of the said Calvin Wolford and Abraham Wolford Defendants the Sum of One Hundred and Ninety ($190.00) Dollars, So Confessed, as aforesaid, with interest from May 4th 1900, at 8 per cent per annum and 5% attorney fees, 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

Friday May 4th 1900

writs of Error thereon, are by said Defendants waived and released

No 577 | The State of Ohio against James Leferidge | Indictment for Petet Larceny.

Nolle prosequi is Entered Herein by order of the Court at the request of the Prosecuting Attorney

No 578 | The State of Ohio against James Leferidge | Indictment for Burglary and Grand Larceny

Nolle Prosequi is Entered Herein by order of the Court at the request of the Prosecuting Attorney

No 7779. | Anna D Heinrich against John G. Heinrich | Entry

Now comes the plaintiff herein and the defendant being in default for answer and demurer, the Court find that the allegations of the Petition are confessed by him to be true. = That the plaintiff at the time of filing her Petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona-fide resident of this County of Lucas. And that the parties hereto were Married as in said Petition Set forth.

"The Court further find from the Evidence Adduced that the defendant has been guilty of gross Neglect of duty, and 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 D. Heinrich and John G. Heinrich be and the same is dissolved, and both parties are released from the obligations of the same.

"It is further ordered that the Care, Custody, Education, and Control of the said Mildred H. Heinrich, daughter of the parties hereto be confided to the said Anna D. Heinrich Exclusively.

"It is further ordered and adjudged that the defendant pay to the plaintiff, as her reasonable Alimony in Money the Sum of five hundred dollars payable as follows: To-Wit: Three Hundred dollars payable forthwith: one hundred dollars on April 1st 1901: and One hundred dollars on April 1st 1902.

"And the same is hereby Made a lien upon all the real Estate of the said defendant and in default of any such payment for three days, Execution is allowed to issue thereon

"It is further considered by the Court that the said Plaintiff pay the costs of this Proceeding

Porter & Porter attys for Plaintiff

No 7781

No 7775

Friday. May 4th 1900

No 7781 | Delmer Walraus against Nellie Walraus | Entry.

Now Comes the Plaintiff, and the defendant being in default for answer and demurer, the Court find that the allegations of the Petition are confessed by her to be True; - That the Plaintiff at the time of filing his Petition had been a resident of the State of Ohio for one year next Preceeding the Same, and was at that time a bona-fide resident of this County of Huron, and that the parties hereto were Married as in said Petition set forth.

"The Court further find, upon the Evidence addused, 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 Delmer Walraus and Nellie Walraus 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 Leland L. Walraus, only Child of the parties hereto, be Confided to the said Delmer Walraus Exclusively

"It is further Considered by the Court that the said Delmer Walraus recover from the said Nellie Walraus his Costs herein Expended,

Porter & Porter Attys for Plaintiff.

NO 7775 | Lola Hornbeck-Plaintiff vs Charles Hornbeck Defendant | Court of Common Pleas. Huron County. Ohio. Entry

Now Come the plaintiff, and the defendant having been duly Served with Summons, and a Copy of the Petition herein, and having failed to Appear, the Court find the defendant in default for answer and demurer, to said Petition, and find that the allegations thereof are confessed by Charles Hornbeck 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 Huron, and that the parties hereto were Married, as in the Petition Set forth.

"The Court further find Upon the Evidence addused that the defendant has been guilty of Extreme Cruelty, and gross Neglect of duty, and that by reason thereof the Plaintiff is Entitled to a divorce as prayed for.

"It is therefor ordered and adjudged by the Court that the Marriage Contract heretofore existing between the said Lola Hornbeck and Charles Hornbeck be and the Same hereby is dissolved, and both parties are released from the obligations of the Same.

"It is further ordered that the Care, Education and Control of the said Child of the parties hereto, be until further Order, Confided to said Lola Hornbeck Exclusively, and the defendant is hereby enjoined from interfearing in any Manner with the said Child or with the Plaintiff in the Custody of the said Child, and from visiting said Child until further order of this Court.

"It is further Ordered and adjudged that the defendant pay to the Plaintiff as her reasonable Alimony in Money the Sum of Two Hundred Dollars in ten days, any default of Such payment for three days, Execution is Allowed to issue therefor

"It is further Considered by the Court that the said Plaintiff recover from

The said defendant her costs herein expended and execution is awarded
H. J. Spicer

No 7667. | Carrie B. Bumgarner Plaintiff vs Edward A. Schambs Defendant | Court of Common Pleas Union County, Ohio. Entry

C 1029.

The Jury in this action having at the January Term 1900 of this Court rendered an inquiry of damages for the Plaintiff assessed the same against the defendant at Sum of Ten Dollars ($10.00) and the Plaintiff having within three days filed her Motion for New trial

"The plaintiff now comes and by leave of Court first had withdraws said Motion from the files

"The Court Now therefore Consider that the Plaintiff Carrie B. Bumgarner recover from the Defendant Edward A. Schambs the said Sum of Ten Dollars ($10.00) so found due together with her costs herein expended Taxed to $

Approved J. T. Millar Atty for Deft.

C 1081

No 1028 C | The State of Ohio vs Nora Lee Williams | Journal Entry

"Indictment for giving and Participating in giving an immoral Exhibition of the Human form

"The defendant Nora Lee Williams having on a former day of this Term entered a plea of guilty to the Charge of the Indictment in this Case. Was this day brought into Court in Custody of the Sheriff. and the Court being fully advised in the premises. and the said defendant being Enquired of if She had any thing to say why Judgment Should not be pronounced against her, and She showing No good and Sufficient Cause why Judgment Should not be pronounced.

"It is therefore adjudged by the Court that the said Nora Lee Williams pay a fine of Thirty Dollars, and the Costs of this prosecution, Taxed at $ 29.63 and that She be Committed to the Columbus Work House Until said fine and Costs Shall be paid, or Secured to be paid, or She be otherwise legally discharged

No 1032

No 1030 | State of Ohio vs Joe Barnette | Court of Common Pleas Union County, Ohio. Journal Entry

"Indictment for giving and participating in giving an immoral and indecent Exhibition of the human form.

"Here comes the Prosecuting Attorney, in behalf of the State of Ohio, and the defendant being brought into Court and Arraigned upon said indictment, and having waived the reading thereof, for plea thereto Saith he is "Guilty"

"And the Court thereupon ordered him to Enter into a recognizance in the Sum of one hundred ($100.00) dollars for his appearance on the first day of the next term of this Court, and Continued this Cause to said time for Sentence

April 30th 1900

State of Ohio
vs
Floyd Brodrick

Court of Common Pleas. Union County. Ohio.
Journal Entry.

C 1029.

"Indictment" for giving and participating in giving an immoral and indecent Exhibition of the human form.

"Now Comes the Prosecuting Attorney, in behalf of the State of Ohio, and the defendant, being brought into Court and arraigned upon said indictment, and having waived the reading thereof, for plea thereto Saith he is guilty: And the Court thereupon ordered him to Enter into a recognizance in the Sum of, One hundred ($100.00) dollars for his appearance on the first day of the next Term of this Court; and Continued this cause to said time for Sentence.

April 30th 1900

The State of Ohio
vs
Ray. Mullen

Court of Common Pleas. Union County. Ohio

C 1081

Journal Entry

"Indictment for giving and participating in giving an immoral and indecent Exhibition of the human form.

"Now Comes the Prosecuting Attorney, in behalf of the State of Ohio and the defendant, being brought into Court and arraigned upon said indictment, and having waived the reading thereof, for Plea thereto Saith he is "Guilty". And the Court thereupon ordered him to Enter into a recognizance in the Sum of One hundred ($100.00) dollars for his appearance on the first day of the next term of this Court, and Continued this Cause to said time for Sentence

May 1st 1900

State of Ohio
vs
David McGraw

Court of Common Pleas. Union County. Ohio
Journal Entry

No 1082

"Indictment for giving and participating in giving an immoral and indecent Exhibition of the human form

"Now Comes the Prosecuting Attorney, in behalf of the State of Ohio and the defendant, being brought into Court and arraigned upon said indictment, and having waived the reading thereof, for plea thereto, Saith he is "Guilty" And the Court thereupon ordered him to Enter into a recognizance in the Sum of, One hundred ($100.00) dollars for his appearance on the first day of the next term of this Court, and Continued this cause to said time for Sentence

May 4th 1900

May 4th A.D. 1900. The following Entry made and filed

D.L. Noyes = Plaintiff
vs.
E.G. Lefer - Defendant

Court of Common Pleas. Union County. Ohio

Entry

"This day this Cause Come on to be heard upon Motion of the defendant to discharge the attachment in this Case. Was argued by Counsel and Submitted to the Court.

"Whereupon the Court being fully advised in the premise do Sustain Said Motion.

"It is therefore by the Court ordered that Said attachment be and the Same is hereby discharged; and it is further by the Court ordered that the plaintiff pay the costs of Said attachment in this Case accrued Taxed to $14.75

"And this Cause Coming on further to be heard upon the pleadings, and the defendant being in default for answer and demurer. The Court find the allegations of the Petition are confessed to be true, and the Court find that the defendant is indebted to the plaintiff D.L. Noyes in the Sum of $85.00 with interest from October 18th 1899.

"It is therefore by the Court Considered and adjudged that the plaintiff D.L. Noyes recover from the said defendant the said Sum of $85.00 and his costs in this behalf expended. Taxed To-$8.86

E. Lefer Attorney for Defendant
J.V. Stewart Atty for Plaintiff

Certificate for Pay.

Sheriffs Office Union County. Ohio

To. Hon. Duncan Dow Judge. Marysville Ohio May 4th 1900-

"The Court Charges for the April Term A.D. 1900. Union County Common Pleas. are due for Services rendered, and are as follows:

"Union County. Ohio. To- J. Ed. Robinson Dr.

"To Serving Grand Jury Venire	$	4	00
"To. 110 Miles Travel Servin Grand Jury Venire		8	80
"To. Serving Petit Jury Venire		4	00
"To. 118. Miles Travel Serving Petetit Jury Venire		9	44
"To. Serving Special Jury Veiure		4	00
"To. 10. Miles Travel Serving Special Jury Venire			80
"To. Serving Grand Jury. Witness.		5	80
"To. Serving Special Grand Jury Witnesses.		8	40
"To. Making 58. Copies Grand Jury Witnesses		5	80
"To Making 84. Copies Special Grand Jury Witness		5	40
"To. 930. Miles Travel Grand Jury Witnesses		74	40
"To. 38 Miles Travel Special Grand Jury Witness		3	04
"To. Calling 88. Grand Jury Witnesses		4	40
"To. Allen Kains 17. days Deputy Sheriff		34	00
"To. Joseph Lawrence 17. days Deputy Sheriff.		34	00
Total	$	199	28

"I hereby Certify the above bill to be Correct

J. Ed Robinson Sheriff

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

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June 8th 1908

No 7799 | State of Ohio vs John L. Mather | "This day came this Cause on to be heard upon the Motion of the said John D. Mather to Strike the Transcript in this Case from the files and discharge him from further attendance for reason in his Motion Stated

"On Consideration whereof the Court being fully advised in the premises, Sustains Said Motion, and it is ordered, and adjudged by the Court that Said Transcript be Stricken from the files, and the said John D. Mather be and he is hereby discharged and released from his bond.

7242

Ida L. Childs: Plaintiff. vs. John R. Childs: Defendant | "Court of Common Pleas: Huron County: Ohio.

No 7788 | "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 that the defendant is in default for answer and demurrer to Said Petition, and find the allegations thereof are confessed by Defendant to be true.

"The Court also find that the plaintiff, at the time of filing 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 Huron, and that the Parties hereto were Married, as in Said Petition Set forth.

"The Court further find upon the evidence adduced that the defendant has been guilty of 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 Ida L. Childs and John R. Childs be and the Same hereby is dissolved, and both parties are released from the obligations of the Same.

"It is further ordered that the Custody Care Education and Control of the Said Children, of the Parties hereto be until further order, confided to the Said plaintiff Exclusively. And the defendant is hereby injoined from interfearing in any Manner with either of Said Children, or with the plaintiff in her Custody of them, and from Visiting Said Children until further order of this Court.

It is further Considered by the Court that the Said plaintiff recover from the Said defendant her Costs herein Expended.

J. L. Gilliff Atty for Plff

7747

The Citizens Home and Savings Company against Jennette Houghton et al. | Cause Number 7242 Entry

No 7242 | "

"On Motion to the Court, and for good Cause Shown it is ordered that the above entitled Case be Entered upon the Trial Docket of this Term of Court.

June. 8th. 1900.

7242 | The Citizens Home and Savings Company. against Jennette Houghton et al. | Cross Number 7242

Entry

"On Motion to the Court, Thomas Stilling, one of the defendants in the above action has leave to file answer and cross petition in the above case by the 4th day of August, 1900.

7777. | Lizzie A. Copp. and Jennette A.D. Chamberlin, as Executrices of the last will and Testament of Albin Drew." deceased. "Plaintiffs vs Clarence K. Halberstott and Florence Halberstott and W. Guy Jones. Defendants

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

Entry.

"This cause came on for hearing, this 8th day of June. A.D. 1900. on Motion of the plaintiffs by their regular Attorney herein, 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 proceedings and Sale be, and they are, Approved, and Confirmed.

"And it is further ordered that the Sheriff, convey to the purchaser, Edgar, M. Horn, 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 accordered to put said purchaser in possession of said premises.

"And the Court coming now to distribute the proceeds of said Sale, amounting to one Thousand and Seventy-Six dollars, it is ordered that the Sheriff, out of the Moneys in his hands, Pay-

"First, The costs of this action, taxed at ---------- $55.56.

"Secondly, To the Treasurer of Union County, the Amount of Taxes, and assessments charged against said premises upon the Tax duplicate of said County, To-wit: & Nothing Charged.

"Thirdly, To the defendant W. Guy Jones the amount due him upon his lien set up in his answer and cross petition herein, to wit: the Sum of $69.33 Together with $1.40 Treasurer and Publication fee.

"Fourthly, To the plaintiff the amount hereto fore found due them upon the Note and Mortgage set out in the petition, with interest, to wit: the Sum of Nine hundred and forty-four dollars and forty-five cents. ($944.45),

"Fifthly, To the defendant, Florence Halberstott the Balance of the Money remaining in his hands, To-wit: the Sum of $5.20

7747 | Joshua A. Richardson Guardian Vs. B.F. Paxton et al. | Death of Clark Richardson suggested and case ordered to proceed in the name of his personal representative and all necessary parties. Continued

June 8th 1900

7776

William Jolliff, Plaintiff
vs.
Minnie R. Bosh, Vina Mc Faddin, Victor Wood, a Minor over 14 years of age, Ercy May Wood, and Della Wood, Minors under 14 years of age
Defendants

In Common Pleas Court of Union County, Ohio.

Entry

"The Sheriff, having sold the property described in the petition under the order thereof 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 therefor.

"And from the proceeds of said Sale, the Sheriff shall 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 $128.00 for J. L. Jolliff, Attorney for the plaintiff, and also a fee of $10.00 for the Guardian, ad Litem, and also a fee of $1.00 for each of the Commissioners Total Costs $ 210 43/100

"The balance of said proceeds shall be paid as follows, to the plaintiff Thirty one Thirty Sixth (31 36) to each of the defendants Minnie R. Bosh, Virnia Mc Faddin, Victor Wood, Ercy May Wood and Della Wood, one Thirty Sixth of said Estate,

J L. Jolliff Atty for Plaintiff.

7780

Cassius J. Rhoads
Plaintiff
vs
James W. Mc Elroy
Defendant

In the Court of Common Pleas of Union County, Ohio
Case No 7780

June 8th, 1900

Journal Entry

It appearing to the Court that the decree in foreclosure and judgment for costs in the premises have been satisfied by payment on the part of the said James W. Mc Elroy, defendant; it is ordered that such Satisfaction be Noted upon the proper Docket of this Court, and that a record in the premises be dispensed with. 7786

James Mc Campbell Atty for Plff.

7794

Henry Moore = Plaintiff
vs
James Moore, John N. Moore and William Moore, = Defendants

In Court of Common Pleas, Union County, Ohio.

Entry

This cause came on to be heard this 8th day of June, A.D. 1900, upon the Petition and the joint answer and Cross-Petition of the defendants James Moore, John Moore and William W. Moore, and the evidence, - And it appearing from the said answer and Cross-Petition, that the defendants admit the truth of the allegations contained in the Petition, and unite in asking Partition of the premises described in the Petition in the Manner therein prayed for; and it appearing that said premises have been Surveyed by the County Surveyor, as requested in said answer and Cross-Petition and each party hereto set off his Equal one-fourth part thereof by Specific description, which Survey has been reported to this Court and filed with the papers in this action and is hereby approved and Confirmed.

"The Court therefore find that the plaintiff is Seized of, and has a legal right to, the Undivided one-fourth part of the real estate described in the Petition

and is entitled to have Partition Made of said premises. That the defendants are tenants in Common with the plaintiff in said premises, each being seized of and having a legal right to an Undivided one-fourth part thereof. And no reason appearing why Partition Should not be Made of said premises, and the Special Circumstances alleged in the Petition Together with the Common prayer of all the parties hereto as Contained in their said pleadings, appearing to the Court as Sufficient reason why said premises Should be partitioned in the Manner prayed for in said pleadings by all parties Concerned.

"It is therefore ordered, adjudged and decreed, that partition of said real Estate be Made in the Manner prayed for in the Petition and in said answer and Cross-Petition and in accordance with said Survey; That the defendant John H. Moore be, and hereby is, assigned the one-fourth part thereof lying on the West Side of the same; That the defendant James Moore be, and hereby is, assigned the one-fourth part of said premises lying next on the East of that assigned to said John H. Moore; That the defendant William W. Moore be, and he hereby is assigned the one-fourth part of said premises lying on the East Side thereof; and that the plaintiff be, and hereby is, assigned the remaining one-fourth part of said premises lying between the portions assigned to the defendants James Moore and William W. Moore; and that said parties have and hold in Severalty the parts and premises So Set off and assigned to Each respectively; and the Sheriff is hereby ordered to Execute and deliver to Each of said parties a deed in fee-Simple for the portion of said premises hereby assigned and decreed to him, describing the same by the Specific description by Metes and bounds Contained in the report of the Survey Thereof herewith filed

"And it is further ordered that the Costs of this action, including a Counsel fee of One Hundred Dollars, To J. R. Millar, Plaintiffs Attorney for Services herein, be paid by the parties hereto, in Equal proportions

Approved on Judges docket.

7786 Jay Donnels: Plaintiff
against
Anna Donnels: Defendant.

Entry.

Now Comes the plaintiff, and the defendant having been duly Served with Summons, and a Copy of the Petition, and having failed to appear, the Court find her in default for answer and demurrer to said Petition, and that the allegations thereof are Confessed by her to be true

"The Court also finds that the Plaintiff at the time of filing his Petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona-fide resident of this County of Lucas, and that the parties hereto were Married as in said Petition Set forth.

"The Court further find upon the Evidence adduced that the defendant has been guilty of Willful absence from the plaintiff for more than three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for

"It is therefore ordered and adjudged by the Court that the Marriage Contract heretofore Existing between the said Jay Donnels and said Anna Donnels be and the Same hereby is dissolved, and both parties are released from the obligations of the Same.

"It is further ordered that the Custody Care, Education and Control of said Floyd, Youngest Child of the parties hereto be Confided to the said plaintiff Exclusively,

"It is further Considered by the Court that the said Plaintiff Recover from the said defendant his costs herein expended

Porter & Porter for Plaintiff

7739

Madeline Chery = Plaintiff
vs
Odd Fellows Benefit al
Association of Columbus Ohio et al

Entry
Leave to file amended Petition

This day came the Plaintiff and Moved the Court for leave to file amended Petition within fifty days from this date.

"Wherefore the Court being fully advised in the premises do grant such leave and the Case Continued

Piper & Ely
for Plaintiff.

7752

Katy Spencer Plaintiff
vs
Leei Spencer Defendant

Entry

Here 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 demurer to said Petition, and that the allegations thereof are confessed by him to be true

"The Court further find from 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 that the Marriage Contract heretofore existing between the said Katy Spencer and Leei A. Spencer be and the same hereby is dessolved, and both parties, are released from the obligations of the same

"It is further ordered that the Custody Care, Education and Control of said Children of the parties hereto be until further order Confided to the said Katy Spencer exclusively, and said Leei A. Spencer is herewith Enjoined from interfearing in any Manner with either of said Children, or with the plaintiff in the Custody of them.

"But it is ordered here by the Court that the defendant have the privilege of visiting said Children once each week, on Friday between the hours of 2. and 5. o'Clock P.M. and any Violation of this order may be reported to the Court,

"It is further ordered by the Court that the said plaintiff recover from the said defendant her costs herein, Expended, Taxed at $9.14 and Execution is awarded

7789 Pearl H. Haines
Vs.
Laura Haines

June 8th, 1900

This cause came on this day to be heard on the petition and the evidence, the defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the Court find her in default for answer and demurrer to said petition and find that the allegations thereof are confessed by her to be true. The Court further find from the evidence adduced that the defendant has been guilty of willful absence for the three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefor ordered and adjudged by the Court that the marriage contract heretofor existing between the said Pearl H. Haines and Laura Haines be and the same hereby is dissolved and both parties are released from the obligations of the same.

7754

7774.

7709

The State of Ohio, Union County ss.

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 April A. D. 1900, and continued from day to day and from time to time by regular adjournment until this 8th day of June A. D. 1900 and now adjourned without day.

Attest J. N. Gosnell Clerk

In Chambers.

7765 I this 29th day of August, 1900 of my own motion and without consideration dismiss this case at cost of plaintiff. Costs paid. (Without Record.) Sylvia Whitten, Plaintiff.

7808 Aug 31st, 1900 Now comes the plaintiff by her attorney and dismisses this action at her own costs without prejudice to a future action. J. F. Millar Atty for Plff.

Order to

In Chambers

7754 David E. Jakeways. et al
vs
Samuel Mc. Adew

June 28th, 1900.
Entry

This day this cause was dismissed by the plaintiff without prejudice at the Cost of plaintiff and Cost paid

No Record

J.M. Kennedy. Atty for Plaintiff

7774. William Dreering & Co.
vs.
H. S. Rogers et. al.

Sept. 6th, 1900. This day this cause is settled by the parties, costs paid and no record is to be made.

Porter & Porter,

7709 A. J. Wilson Executor of Joseph Rogers, deceased
vs.
Chas. Sandgrave and Metta Sandgrave.

Entry

August, 6th, 1900.

This day this cause was dismissed by the plaintiff and costs paid. Without Record.

H. H. Marchant.
Atty for Plaintiff.

Order to Draw Jury.

Union Common Pleas, Vacation, July 18th, 1900.

Order of Court to Draw Jury.

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County, Ohio shall on the 13th day of August A.D. 1900 cause to be drawn according to law the names of fifteen (15) persons to serve as Grand Jurors at the next term of said Court commencing on September 10th, A.D. 1900.

And the names of twelve (12) persons to serve as petit jurors at and during said term of Court and to appear on the 17th day of September A.D. 1900. at 10 o'clock. A.M.

Duncan Dow
Judge of Court of Common Pleas.
Union County, Ohio.

September Term. 1900

The State of Ohio.
Union County ss.

Sept. 10th.

Opening

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 nine hundred, held in the Court House in the village of Marysville, County and State aforesaid, was begun on the 10th day of September in the year aforesaid.

Impaneling Jury.

Present. Hon. Charles M. Melhorn, Judge of the Court of Common Pleas of the 1st Sub-division of the 10th Judicial district of Ohio.

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

Attest:-

Chas. Pinkerwood, Clerk of the Court of Common Pleas of Union County, Ohio.

Order For Special Venire

The Venire for a Grand Jury heretofore issued and returnable this 10th day of September at 10 o'clock A. M. was duly returned by the Sheriff with his endorsements thereon as follows, to wit:- The State of Ohio,
Union County ss.

Sheriff's Office, Sept. 7th, 1900.

Return of Venire.

On the 13th day of August, 1900 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 thereon.

	Name	When served	How served	miles.
1	Andrew Gill	Aug 13th	personal	20.
2.	M. F. Stamates	" 18th	residence	28.
3.	G. H. Moore	" 18th	personal	20.
4.	E. E. Sanborn	" 14th	residence	10.
5.	S. D. Kilgore	" 15th	personal	12.
6.	Lester Clark	" 28th	residence	20.
7.	Wm. Fry	" 15th	personal	22.
8	E. Babbit	" 22nd	"	20.
9.	J. D. Chapman	" 17th	"	44.
10	Wm. Daberr	" 15th	"	
11	George Fox	" 23rd.	"	
12	O. G. Bolenbaugh	" 18th	"	30.
13	Clark Reed	" 22nd	"	10.
14	Victor Beard	" 17th	"	24.
15.	G. A. Concourse	" 15th	"	22.

J. Ed. Robinson, Sheriff.

Appointment of Deputy Clerk

Appointment of Court Constable

September Term 1900

Impaneling Jury.

And upon calling the same in open Court, Andrew Gill M. F. Stamates, G. H. Moore, E. E. Sanborn, S. D. Kilgore, Lester Clark E. Bault, J. D. Chapman, Wm. Fabrue, George Fox, O. G. Bolenbaugh, Clark Reed, Victor Beard, and G. A. Converse appeared and answered thereto. Wm. Fry failed to appear on account of sickness and was excused by the Court on account of his sickness and the panel being incomplete the Court ordered a Special Venire to issue to fill up the same to the Sheriff returnable forthwith for the following named person to-wit:- Wesley L. James, which was accordingly done. The special Venire returnable forthwith was duly returned by the Sheriff with this endorsement thereon as follows:- In obedience to the command of this writ I summoned the within named Juror as follows:- By notice prescribd by law served personally upon Wesley L. James personally on Sept. 10th, 1900. J. Ed. Robinson, Sheriff.

Order for Special Venire.

And upon calling the same in open Court said Wesley L. James appeared in answer thereto, and the panel being now complete the Court appointed said O. G. Bolenbaugh foreman of the Grand Jury, and he with his fellow Jurors took the oath in manner and form prescribd by law and the said Jury being instructed by the Court in relation to their duties were conducted to their room attended by the proper officer. The following named persons compose the Grand Jury to-wit:- O. G. Bolenbaugh, foreman, Andrew Gill M. F. Stamates, G. H. Moore, E. E. Sanborn, S. D. Kilgore, Lester Clark, E. Bault, J. D. Chapman, Wm. Fabrue, George Fox, Clark Reed, Victor Beard, and G. A. Converse,

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To the Hon. Charles M. Melhorn, Acting Judge of the Court of Common Pleas, of Union County Ohio.

I hereby certify that I have appointed

Appointment of Deputy Clerk

Minnie Penhorwood, deputy clerk of said Court subject to the approval of the Court.

Sept. 10th, 1900. Chas. C. Penhorwood, Clerk of Courts.

The above appointment is hereby approved this 10th day of Sept. 1900. Charles M. Melhorn, one of the Judges of the Court of Common Pleas Union County, Ohio.

And thereupon came Minnie Penhorwood and accepted said appointment and took the oath of office.

Appointment of Court Constable

It is ordered that Joseph St. Lawrence be and he hereby is appointed Court Constable for the September Term 1900 of the Court of Common Pleas, Union County Ohio.

September Term 1900.

Morris H. Hill
Vs.
Bessie S. Prop et. al.

7828

In Court of Common Pleas.
Sept. 10, 1900 Union County Ohio.

This cause came on for hearing this 10th day of September, 1900 upon the application of plaintiff, by his attorneys, for the appointment of a guardian, ad litem for infant defendants herein, and the Court upon due consideration finds that said defendants have each and all been duly served with summons, that twenty days have elapsed since the return day of said summons, and that each and all of said defendants have failed and neglected to apply for the appointment of a guardian ad litem to defend for them herein: and therefor the Court appoints Jas. McCampbell of the bar of said County of Union, as such guardian ad litem hereibe, and directs him to answer and defend for them herein.

Approved:
Charles M. Melhorn,
Acting Judge of said Court.

Morris H. Hill
Vs.
Bessie S. Prop et. al.

7828

Sept. 10th 1900 In Court of Common Pleas, Union County, Ohio. 7809

The plaintiff by his attorneys, and the minor defendants by their duly appointed guardian ad litem appearing in Court and signifying their readiness for a hearing upon the merits of the case, thereupon the same came on to be heard upon the petition, the answer of said minor defendants, by their said guardian ad litem, and the evidence on consideration whereof, the Court finds that said plaintiff, Morris H. Hill, is seized of and has a legal right to an undivided one-fourth part of the real estate described in the petition and is entitled to have partition made of said premises, and that the defendants, Bessie S. Prop, Minda B. Prop and Celia S. Prop, are tenants in common with plaintiff, and that each owns and is seized in fee simple of an undivided one-fourth part of said premises. And no reason appearing why partition should not be made: It is therefor ordered, adjudged and decreed that partition of said estate be made; and that an order issue to the Sheriff of Union County, commanding him by the oaths of George Smith, John H. Crawford, and John Ogan, 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 plaintiff and to each of said defendants the part and portion 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 without unnecessary delay.

Charles M. Melhorn,
Acting Judge of said Court.

September Term 1900.

William R. McDermott
Vs.
Rachel Carter and others.

In Court of Common Pleas
Sept. 10th, 1900 Union County, Ohio.

Now comes the plaintiff by his attorney, and the defendants bring in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by them to be true. The Court further finds that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition, and that he had the legal estate in, and was entitled to the possession of the same. That neither of the defendants, nor any one of them have any estate in, or are entitled to the possession of said real estate or any part thereof. and that the plaintiff ought to have his title and possession quieted as against each and every one of said defendants. as prayed for in his petition.

It is therefor ordered, adyudgd, and decreed that the title and possession of the said William R. McDermott to all and singular the premises in the petition described towit:- Situate in the County of Union, in the State of Ohio and in the township of Liberty and bounded and described as follows:- Part of Virginia Military survey Nos. 6563 and 6776,- Beginning at a stone witnessed by three beeches North east corner to said survey Nos. 6563 and 6776, thence with the east line of said survey S. 12° W. 141 poles to a stone in the center of the Stewart road; thence with the center of said road N. 78° 30' W. 71 80/100 poles to a stone in the east line of Simon Hall's land; thence with said line N. 11° 54' E. 141 40/100 poles to a stone a corner of said land in the North line of said survey, Nos 6563 and 6776; thence with said line S. 78° 6' E. 72 poles to the beginning, containing 63 25/100 acres more or less, Deed record No. 74 Page 579. —

7809

Or 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 William R. McDermott, his heirs or assigns thereto; and that the defendant Rachel Carter pay the cost in ten days, and in default of payment of costs that execution issue therefor.

September Term 1900

Stewart Boynton, a minor
by his guardian Ella Boynton
Vs.
Charles H Boynton et. al.

In Court of Common Pleas,
Union County Ohio.

Sept. 10th, 1900.

Now comes the plaintiff herein, by his attorneys and his petition thereupon coming on to be heard, the Court finds that all the defendants have had due legal notice of the pendency and demand of said petition, and that they are in default for answer and demurrer; and that said petition is thereby confessed by them to be true. Thereupon the Court finds that the said plaintiff, Stuart Boynton, is seized of and has a legal right to an undivided one-eighth part of the real estate described in the petition, and is entitled to have partition made of said premises; and that the defendants, Charles H. Boynton, William H. Boynton, Oliver Boynton, Ella Boynton, Anna Boynton, Lillian Boynton, and Jane Boynton, are tenants in common with plaintiff, and that each owns and is seized in fee simple of an undivided one-eighth part of said premises. And no reason appearing why partition should not be made; It is therefore ordered, adjudged and decreed that partition of said estate be made; and that an order issue to the Sheriff of Union County, commanding him by the oaths of George Smith, John H Crawford, and John Egan, 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 plaintiff and to each of said defendants the part and portion of said estate to which they are severally found entitled. And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

7822.

7816

7696. Albert Carr
Vs.
D & O C. R.R. Co.

Sept. 10th, 1900.

7822.

On motion the Court grants leave to file reply instanter & done.

7746 Lucy A. Hammond
Vs.
Jane Gordon et. al

Sept. 10th, 1900

On motion the Court grants leave to file answer by Sept. 22nd 1900.

7811 Ida L. Childs
Vs.
Chas. A. Sarcomb.

Sept. 10th, 1900

On motion the Court grants leave to answer in 10 days.

7797 George H. Drumm
Vs.
Chas A. Sarcomb.

Sept. 10th, 1900

On motion the Court grants leave to answer by Sept. 22nd 1900.

7805 G. H. Beck
Vs.
Bina B. Davis and W. C. Pullington.

Sept. 10th, 1900. On motion the Court grants leave to file Answer by Sept. 15th, 1900.

Court adjourned to Tuesday Sept. 11th, 1900.

September Term 1900.

Tuesday Sept. 11th, 1900, 8:30. o'clock, A. M.
Court met pursuant to adjournment.
Present,
Hon Charles M. Melhorn,
Judge.

John S. Boylan
Vs.
Kirby Y. Roots et al.

Sept. 11th, 1900.

7822. It is ordered by the Court that F. T. Arthur, be and he is hereby appointed by the Court guardian for the suit for Kirby Y. Roots the (infant.) defendant named in the petition herein; and the said F. T. Arthur appeared in open Court and accepted said appointment.

John S. Boylan
Vs.
Kirby Y. Roots et al.

Sept. 11th, 1900

7822. This cause came on to be heard upon the petition, the answer of the guardian for the suit for said minor defendant, the other defendants Dorcas B. Roots and D. H. Ayers, Administrator etc. came in default for answer and demurrer and the said cause be for hearing as aforesaid and also upon the pleadings and records the cause, and was argued by counsel; on the condition whereof, and it appearing to the satisfaction of the Court that all and every of said defendants have been duly notified of the bringing, pendency, and demand of said action against them, as required by law and that said plaintiff hath a legal right and estate in the premises described in the petition and as therein set forth and no sufficient reason appearing why partition should not be made as prayed for in said petition, it is ordered by the Court on the motion of J. H. Kuckade attorney for said plaintiff, that by the oaths of Wm Davis, and Mike Connor Jr. and J. C. Kennedy judicious, disinterested freeholders of the vicinity, upon actual view of the premises, partition be made of said lands, in the following proportion to.wit: To the said John S. Boylan, the plaintiff, one equal one-half part thereof and to the said Kirby Y. Roots, subject to the dower estate of the said Dorcas B. Roots, therein, the other equal one half part thereof. and if not that said premises be appraised at the true value thereof in money. And it is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause said dower to be assigned, and said partition to be made accordingly.

September Term 1900.

Jessie F. Sowr
Vs.
Alexander G. Sowr

Sept. 10th, 1900.

Now came the plaintiff herein and the defendant being in default for answer and demurrer the Court finds that the allegations of the petition are confessed by him to be true and finds from the evidence that the plaintiff at the time of filing her petition had been a resident of the State of Ohio. For one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties herein were married as in said petition set forth. The Court further finds upon the evidence adduced that the defendant has been guilty of gross neglect of duty for three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Jessie F. Sowr and Alexander G. Sowr be and the same hereby is dissolved and both parties are released from the obligation of the same. It is further ordered that the petitioner be and she hereby is restored to her maiden name of Jessie F. Cole. It is further considered by the Court that the plaintiff recover the costs of ~~said defendant~~, herein expended and execution is awarded.

7802.

S. B. Baily.
Vs.
Emma Baily.

Sep 12th 1900

Now came the plaintiff, and the defendant having been duly and legally summoned by publication, and having failed to appear. the Court find her in default for. answer, and demurrer. to said petition, and that the allegations thereof are confessed by her to be true. that the plaintiff, at the time of filing his petition, had been a resident of Ohio and Union. County for more than one year next proceeding the same, and was at that time a bona fide resident of this County of Union, and that the parties were. hereto married at in said petition set forth.

The Court further. find upon the evidence adduced that the defendant has been guilty of wilfull abandonment for more than three years, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for. It is therefor ordered and adjudged by the Court that the marriage contract hereto fore existing between the said S. B. Bailey. and Emma. Baily be. and the same is hereby dissolved and both parties are releared from the obligations of the

7813.

7815

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same this 12th day of September A.D. 19.00

Eva. B. White
Vs
Charles D. White.

Sept. 12th. 1900

This day this cause came on to be heard on the petition and evidence, the defendant being in default or demurrer, although duly served with process, together with a copy of the petition according to law. On consideration whereof, the Court, being fully advised in the premises finds that the defendant has been guilty of gross neglect of duty as in the petition set forth, and that by reason thereof the plaintiff is entitled to a divorce as prayed for in her petition. It is therefore adjudged and decreed that the marriage contract heretofore existing between said Eva B. White and Charles D. White be, and the same is hereby dissolved, and both parties released therefrom. It is further considered that the defendant pay to plaintiff as and for her alimony the sum of three hundred dollars, and that he pay the costs hereof taxed to D. It is further ordered and decreed that the custody, nurture, education and control of the said child Havana White be and the same is given to the plaintiff.

7815

W. W. Merchant
Vs.
Leander Culver. et al

Sept 12th. 1900.

And now comes the said plaintiff by W. W. Merchant his Attorney, and whereupon his cause came on to be heard upon the petition and the said Leander Culver, & Hanah. May. 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 Leander Culver. on the note and mortgage. in the petition mentioned and set forth. the sum of Five Hundred & Thirty eight Dollars and Seventy Cts: and that it is a lien upon said premises. The Court further find that in order to secure the payment of said note, the defendant's, Leander Culver and Hannah Culver. now Hannah May, his wife, executed and delivered to said W. W. Merchant. the plaintiff, their certain mortgage as in the petition set forth.

7820

and on the premises therein described: that it is recorded in vol. page of the record of mortgages and is a first lien on said premises, and that the conditions have been broken. It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of $ 538 Dollars and 70 cents. the same due as aforesaid. and also his costs taxed at $ and it is further ordered and adjudged. that in case the said defendant Saunder Culver & Hannah May. fail for Three day's from this date, to pay to the said plaintiff the said sum of $538, Dollars and 70 cents so as aforesaid found due. the said defendants equity of redemption. be foreclosed. and that said premises be sold and that an order of sale issue therefor to the Sheriff of Union County of Ohio directing him. To appraise advertise and sell. said premises. 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. 7817

In the Matter of The Partial Report of Grand Jury to the Court.

In Court of Common Pleas of Union County. Ohio. September Term A.D. 1900.

September 12th 1900.

Journal Entry.

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

Partial Report of Grand Jury

1. Andrew Gill, 2. G W. Moore 3. E E. Sanborn. 4. S. D. Kilgore: 5 Lester Clark: 6 Wesley E. James: 7 E. Boult: 8 J. D. Chapman: 9. Wm Tabern: 10 George Fox: 11. O. G. Bolenbaugh. 12. Clark Reed: 13 Victor Beard: 14 G. A. Converse: 15. M. F. Stanrates. and presented to the Court. through their foreman. O. G. Bolenbaugh. their certain bill of indictment against one Rosslyn. H. Ferell. alias Roscoe H. Ferrell. alias Charles R. H. Ferell. for murder in the first degree. indorsed "A true bill. O. G Bolenbaugh: foreman of the Grand jury" and there being further business for the said Jury they were again conducted to their room attended by the proper officers.

The report of said Grand Jury is in the words and figures following. towit: To the Honorable E. M. Melhorn. 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. 1900. beg leave to make this partial report. They have been in session three days and herewith return to the Court one indictment presented by said jury. And will 7828

continue their sitting from day to day until such business as has been presented to them shall be disposed of.

C. G. Bolenbaugh.
Foreman of Grand Jury.

The Fahey Banking Co.
Vs. Sept. 12th, 1900.
Michael Blue et al.

This day this cause came on for hearing by the Court upon the petition of the plaintiff, and the said defendants Michael Blue and Catharine Blue, his wife, being in default for answer or demurrer to the petition, and the Court having heard the proofs and evidence adduced by the parties, respectively and the arguments of their counsel and being fully advised in the premises doth find all and singular the statements, contained in said petition to be true. That there is now due to the plaintiff from the said defendants Michael Blue upon the said promissory note in the said first cause of action set forth in the plaintiff's petition the sum of one hundred and twenty-nine and 49/100 ($129 49/100) dollars with interest from the first day of the present Term of Court (Sept. 10th, 1900) and that except what may be found due to the State for taxes on said mortgaged property, if any thing, the priority of liens of the parties hereto upon said mortgaged premises is as follows: to-wit.- 7817
1st The taxes, 2nd Court and Sheriff's costs, 3rd, to the Fahey Banking Co. Wherefor it is adjudged by the Court that the plaintiff herein recover against the said Michael Blue the said sum of ($129 49/100) one hundred and twenty-nine and 49/100 dollars. together with his costs in his behalf expended taxed at $ — for which execution is awarded. And it is further ordered by the Court that unless the said defendant Michael Blue 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 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.

Morris H. Hill
Vs. Sept. 12th, 1900.
Bessie S. Prop et al.

7828 It being made to appear to the Court that the Sheriff is about to execute the order of partition, heretofore made herein, and that John Ogan one of the commissioners appointed for the purpose, is absent and cannot be had to act therein, the Court therefor appoints J. M. Hickinger, a disinterested and judicious freeholder of the vicinity to act as commissioner in making said partition in the stead of said John Ogan.

Approved Charles M. Melhorn,
Acting Judge of said Court.

September Term 1900

The Aultman Taylor Co.
Vs.
Thomas Palen.

Sept. 12th, 1900.

7810 This cause came on to be heard on the petition and evidence, the defendant Craig in default for answer or demurrer although duly served with process herein, and upon due consideration, the Court finds that the allegations of the petition are true, It is therefore considered that said judgment set forth in said petition be, and the same is hereby revived for the full amount thereof, and that said plaintiff recover of said defendant his costs of this action.

Stewart Boynton
Vs.
7816. Charles. H Boynton et. al.

Sept. 12 th, 1900

It being made to appear to the Court that the Sheriff is about to execute the order of partition heretofore made herein, and that John Ogan, one of the commissioners appointed for the purpose is absent and cannot be had to act therein, the Court therefore appoints J. M. Pickinger, a disinterested and judicious freeholder of the vicinity, to act as commissioner in making said partition in the stead of said John Ogan.

Approved:- Charles M. Melhorn,
Acting Judge of said Court.

J. H. Hall
Vs.
7629 George H. Miller.

Sept. 10th. 1900

This day the death of J. H. Hall was suggested and leave was granted to make the personal and legal representatives parties plaintiff, and cause continued.

Allowance of Court

Court of Common Pleas, Union County, Ohio. 7807
September Term, 1900.

On motion to the Court for an allowance to the Clerk of this Court for the preparing of a printed copy of the bar docket for the use of Attorneys and officers of this Court, on consideration hereof the Court allows said Clerk for said services, the sum of Twenty-five Dollars for each term of said Court until further orders, Said allowance subject to the approval of the County Commissioners.

Duncan Dow, Judge.

Sept. Term 1900.

Elias Reynolds
Vs.
Doratha Pfarr and Konrad Pfarr.

Sept. 11th, 1900.

Now came the plaintiff herein by his attorney F.A. Thompson and the defendants being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by him to be true, and find that defendant is indebted to him in the sum of $2278,89 and interest from date of judgment at 7%.
It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $2278.89 and his costs herein expended, and taxed at $, that the defendant Doratha Pfarr and Konrad Pfarr, her husband, executed and delivered to the plaintiff Elias Reynolds, the mortgage deed in the petition described and on the premises therein described; that said mortgage was duly recorded in Book No. 20 Page 594, of the Records of mortgages of Union County, and is the first and best lien on the premises described in the petition. The Court further find that the condition of defeasance in said mortgage has been broken, and that the said plaintiff is thereby entitled to the defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the said defendants shall within 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 $2278.89 with interest from the 11th day of September 1900. according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution, and bring the proceeds into Court for further order

F.A. Thompson, Atty for Plaintiff.

7807

Sept. Term 1900.

7798 — Chas. Sillemann vs. Chas. A. Sarcomb. — Sept. 10th, 1900. On motion the Court grants leave to answer by Sept. 22nd 1900.

7784 — Wm. Moffitt vs. Frank Sewell — Sept. 10th, 1900. On motion of the plaintiff, the Court grants leave to file answer by 30 days.

7803 — Alice Rudel for, minors vs. Alice White — Sept. 10th, 1900. On motion the Court grants leave to file answer by Sept. 22nd 1900.

7796 — The Bank of Marysville vs. J.A. Culbertson — Sept. 10th 1900. On motion the Court grants leave to answer by Sept 22nd, 1900.

7804 — M.V. Merry vs. Freeman B. Sowr — Sept. 10th, 1900. On motion the Court grants leave to file answer in 10 days.

7722 — Nitcraft, Dickinson & Richardson. a banking firm, vs. H.M. and C.M. Green et al. — Sept. 10th, 1900. On motion the Court grants leave to defendant, Dellwood to plead by Sept. 15th, 1900.

7723. — Nitcraft, Dickinson & Richardson, a banking firm vs. H. M. and C. M. Green et al. — Sept. 10th, 1900. On motion the Court grants leave for defendant Dellwood to plead by Sept. 15th, 1900.

7715 — Philip Spearsemaker vs. Waller N. Byerly — Sept. 10th, 1900. On motion time for answering herein is extended to Sept. 15th, 1900.

7679 — H. J. Roots. vs. Clara Malloy — Sept. 10th, 1900. On motion time for answering herein is extended to Sept. 15th 1900.

Sept. Term, 1900.

7744 J. M. Kennedy
vs.
E. H. Porter Admr. Sept. 10th, 1900.

On motion the Court grant leave to file an amended petition instanter.

7635 John Drut. De Golly
vs.
David Mulford Sept. 10th, 1900.

On motion this cause was continued by the Court by agreement of the parties.

7768 Lucy S. Taylor.
vs.
Daniel Taylor. Sept. 10th, 1900.

On motion this cause was continued by the Court by agreement of the parties.

7747 Joshua A. Richardson Admr.
vs.
B. F. Carson et. al. Sept. 13th, 1900.

This day the death of Clark Richardson, an allegrd imbecile is suggested and leave is granted to plaintiff to make the heirs-at-law and the personal representative of said Clark Richardson parties herein, and cause continued.

Court adjourned to Friday Sept. 14th, 1900

Friday Sept. 14th, 1900, 8.30 a. m. Court met pursuant to adjournment.
Present Hon. Charles M. Melhorn, Judge.

7697 Mary E. Hawn.
vs.
John L. Hawhouse et al. Sept 14th. 1900

This cause being heard on the demurrer of W. F. Langstaff one of the defendants herein to the amended petition the Court on consideration thereof, sustains the same. And the plaintiff asked for and obtained leave to file a second amended petition in said cause within thirty days from this date. and said cause was continued.

And the plaintiff having failed to plead further it is considered by the Court that said defendant W. F. Langstaff go hence without day, and recover from the plaintiff his costs herein expended.

Sept. Term 1900

Order Appointing Counsel for Dft. 1053

The State of Ohio Plaintiff
vs.
Rosslyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles R H. Ferrell, Defendant

In the Court of Common Pleas of Union County, Ohio.
Case No. 1053 September 14th A.D. 1900
Indictment for Murder in First Degree.
Journal Entry
Assignment of Counsel for Defense.

And now the defendant being brought into Court in charge of the Sheriff, and it appearing to the Court that the defendant is in indigent circumstances, and unable to employ Counsel, the Court, at the request of the said defendant, appoints R. L. Cameron and R. L. Woodburn, Esqs as Counsel for his defense.

Order Appointing Counsel to assist, Prosecuting Attorney 1053

The State of Ohio, Plaintiff
vs.
Rosslyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles R H. Ferrell, Defendant

In the Court of Common Pleas of Union County Ohio, Case No. 1053
September 14th A. D. 1900
Indictment for Murder in First Degree.
Journal Entry.

Order to appoint counsel to assist Prosecuting Attorney.

In this case it being the opinion of the Court that the public interest requires it, James McCampbell Esq is hereby appointed to assist the Prosecuting Attorney in the trial of the accused.

Final Report of Grand Jury

Arraignment Plea. 1053

The State of Ohio. Plaintiff
vs.
Rosslyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles R. H. Ferrell. Defendant

In the Court of Common Pleas of Union County, Ohio.
Case No. 1053. September 14th A.D. 1900.
Journal Entry.
Indictment for Murder in first degree.
Plea of not guilty.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the Counsel for the defendant heretofore appointed by the Court, and the defendant being brought in to Court in custody of the sheriff, and arraigned upon the said indictment, for plea thereto says he is "not guilty," and puts himself upon the County, and the Prosecuting Attorney doth the like. Thereupon, the said Prosecuting Attorney, under the direction of the said Court, designated and fixed Monday, the 15th day of October, A D 1900, at 9 o'clock A. M. as the day for the trial of the said defendant upon the charge in the said Indictment contained.

7720.

Elizabeth Talmadge,
Joseph N. Talmadge,
William P. Talmadge,
vs.
Amos H Lyons
} causes joint {
Elizabeth Talmadge
Joseph N. Talmadge
William P. Talmadge
vs.
Joseph H. Herd.
Sept 14th 1900.

These two causes came on to be heard upon the petition in error jointly (the cases being heard together before the Justice of the Peace) and by consent of the parties are heard here together, on the transcripts and records and the original papers sent up by said Justice in each case and was argued by the counsel; on consideration whereof the Court

find that there is error apparent upon said transcripts and records in each of said causes to the prejudicing of the plaintiffs in error in each cause.

It is therefor considered by the Court that both of said judgments before said Justice of the Peace on his refusal to dismiss said attachments aforesaid be reversed and held for nought. It is therefor further considered and adjudged by the Court that the Plaintiffs in error recover of the said Amos H. Lyon their costs made on said attachment against them taxed at $, and that plaintiffs in error recover of the said Joseph H. Herd their costs made on said attachment against them taxed at $, and an execution is awarded against each of said defendants in error for the amount of costs so rendered against each respectively. To all of which judgments and orders in both of said causes the defendants in error in both cases except.

Court adjourned to Saturday Sept. 15th 1900.

Final Report of Grand Jury

Saturday Sept. 15th, 1900, 8:30 A.M. Court met pursuant to adjournment.

Court of Common Pleas. Present Hon. Charles M. Melhorn, Judge.

Union County Ohio. Sept. 15th, 1900.

This day appeared at the bar of this Court the Grand Jury heretofore impaneled and sworn, in and for the body of the County aforesaid viz:- 1. G.A. Converse, 2. Victor Beard, 3. Clark Reed, 4. O.G. Bolenbaugh, 5. Geo. Fox, 6. W.H. Fabrue, 7. J.D. Chapman, 8. E. Bault, 9. Wesley S. James, 10. Lester Clark, 11 S.D. Kilgore, 12 E.E. Sanborn, 13, G.H. Moore, 14, M.F. Stamates, 15, Andrew Gill, and presented their 15 certain bills of indictment as follows:- to-wit:- against Clifton Alden for burglary and larceny, 2 bills, against John H. Scott, Charles Mevis and Charles McClain for larceny one bill, against William Sumner for larceny one bill, against Hugh Devore for larceny four bills, against John Jones for cutting with intent to wound one bill, against Edward M. Hoodcock for forgery three bills, against Frederick Delsavre and Edward Clark for assault and battery one bill, against Sylvia Reed and John Holycross for larceny one bill, against Orrin Robbins for rape one bill, each indorsed "a true bill, O.G. Bolenbaugh foreman of the Grand Jury." And there being no further business for the Grand Jury they were discharged finally.

(Report in Full.)

To the Honorable Charles M. Melhorn:

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, 1900, beg leave to report that they have been in session six days, and herewith return to the Court the Indictments presented by said jury: We have carefully examined into all such matters as have legitimately come to our notice, having examined over one hundred and forty three witnesses, covering twenty-six cases and presented sixteen bills and ignored ten 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 so far as is possible in the present jail; but recommend, that, in view of the present bad sanitary condition of the jail, owing to construction,

and its insecurity as a place of detention for criminals and its inconvenient and unsafe arraugnment for the jailor, it be so reconstructed as to remedy these evils and so as to conform to the Statutes, providing for the separation of prisoners.

Respectfully Submitted,

Marysville, O. Sept. 15th, 1900. O. G. Bolenbaugh, Foreman.

The State of Ohio, Plaintiff

vs.

Roselyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles A. H Ferrell, Defendant.

In Court of Common Pleas Union County, Ohio.
Case No. 1053. Sept. 15th, 1900.
Indictment for murder in the first degree.

Precipe for Venire for Jury. 1053.

Precipe.

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

Sir:-

You will proceed at once to draw from the jury-box, pursuant to law, thirty six ballots, and issue to the Sheriff of said County a venire for the persons whose names are so drawn, for the day fixed for the trial in the above entitled cause, returnable, according to law.

James E. Robinson,
Prosecuting attorney of Union,
County Ohio.

In accordance to the above, and pursuant and according to law on the 15th day of September A. D. 1900, I, Chas Pinkerwood, Clerk of the Court of Common Pleas of Union County, Ohio. issued the following:-

Special Venire.

Issuing Venire, 1053

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:-

(No.)	(Name.)	(Post Office)	(Township.)	
1	E. B. Ferris	Marysville	Paris.	
2	David Austin	Claibourne	Claibourne.	
3.	R. Sieg	Richwood	"	
4	D. H. Beckley	"	"	
5	Fred Carter	Marysville	Paris.	
6	C. S. Comstock	New California	Jerome.	
7	G. R. Howe	Richwood	Claibourne.	
8	A. J. Miller	Byhalia	Washington.	
9.	Jno Easton	Watkins	Mill Creek	
10	John Montgomery	Byhalia	York.	7803
11	N. A. Watkins	Raymonds	Liberty.	
12	Alex. Reed	Marysville	Paris	
13	Philip Burnes	"	"	
14	D. D. Mathers	Richwood	Claibourne	
15	J. C. McCampbell	Plain City	Jerome	
16	H. Bonnett	New Dover	Dover.	
17	Will. H Bonnett	Magnetic Springs	Leesburg.	
18	David Danford	York	York.	

September Term 1900

19	W. G. McAllister	Marysville	Paris.
20	James Shirk	"	" .
21	John Drake	Byhalia	Washington.
22	Howard Grey	"	" .
23	Andrew Baker	Arbelia	Jackson.
24	John Brown	Milford Center	Union
25	Sherman Jolliff	Richwood	Claibourne.
26	Hasley Newhouse	Marysville	Paris.
27	Geo Wilson	"	Leesburg.
28	Asbury Chaney	Richwood	Jackson.
29	James Cox	Milford Center	Allen
30	John L. Sellers	Marysville	Paris
31	Chas. Hingst	"	"
32	John Piersol	Watkins	Mill Creek
33	Thomas Cody	New Dover	Dover.
34	Geo. Westlake	Marysville	Paris.
35	C. G. Jones	"	"
36	John Longbrake	"	" . , to be and appear

before our Court of Common Pleas of the said County of Union, at the Court House in Marysville, on the fifteenth day of October in the year of our Lord one thousand nine hundred at 9 oclock A. 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 the State of Ohio vs. Roslyn H. Ferrell, alias Roscoe H Ferrell, alias, Charles R. H Ferrell, on an indictment for murder in the first degree; 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 15th day of September A. D. 1900.

Chas Deuchonwood, Clerk.
Court of Common Pleas,
Union County,
Ohio.

Alice Rider
for minors
Vs.
7803 Alice White

Sept. 15th, 1900.

Continued with leave for plaintiff to file reply
by 1st, 1900

Millard & Wagers
G. E. Mouser attys for plaintiff. Attys for defendant

Sept. Term 1900.

The State of Ohio.
Vs. Sept. 15th, 1900 Court of Common Pleas Union County Ohio.
1033 John Vaughn Charge of Robbery.

No Indictment having been found against the defendant, he is hereby discharged.

Approved, Jas. E. Robinson,
Pros. Atty.

Morris H. Hill,
Vs. Sept. 15th, 1900.
Bessie L. Prop et al.

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 upon due consideration the Court finds that said proceedings have been in all respects correct and lawful, and the same are approved and confirmed. And it appearing that said real estate cannot be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of the same towit, in the sum of one hundred and seventy dollars ($170.00), and that the plaintiff Morris H. Hill has elected to take the same at its said appraised value, the same is, upon payment by the said 7822.
7828 Morris H. Hill of the sum of $170.00, hereby adjudged to him, and the Sheriff is ordered thereupon 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, assessments and penalty due on said premises to-wit, the sum of $2.59. Second- To the Clerk of the Court the costs of this action including a counsel fee of $25.00 to Millar & Stagers, plaintiffs attorneys for their services herein, taxed at $,
Third- The remainder of said funds he is ordered to divide equally among the plaintiff and defendants, Bessie L. Prop, Mina B. Prop, and Celia L. Prop giving to each an equal fourth part thereof.

Approved; Charles M. Melhorn,
Acting Judge of said Court.

Stewart Boynton, a minor, etc,
Vs. Sept. 15th, 1900.
7816 Charles H Boynton et al.

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 upon due consideration the Court finds that said proceedings have been in all respects correct and lawful, and the same are approved and confirmed. And it appearing that said real estate cannot be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of the same, to-wit, in the sum of Eight Hundred Dollars, ($800.00), and that the defendant Ella Boynton has elected

to take the same at its said appraised value, the same is, upon payment by the said Ella Boynton of the said sum of Eight Hundred Dollars, hereby adjudged to her; and the Sheriff is ordered thereupon to convey said premises to her 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 assessments and finally due on said premises, to-wit, the sum of $ 00 -(Paid).

Second:- To the Clerk of this Court the costs of the action, including a counsel fee of fifty dollars to Millard & Wagers, plaintiffs attorneys, for their services herein, taxes at $,

Third: The remainder of said funds he is ordered to divide equally among the parties to this action giving each an equal one eighth part thereof.

Approved Charles M. Melhorn,
Acting Judge of said Court.

John L. Boylan.
Vs
Kirby Y. Roote et al.

7827.

Sept 15th.

On motion to the Court by J. H. Kinkade, attorney for the plaintiff, and upon producing the proceedings of the sheriff, and the report and proceedings of the commissioner here in 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 there upon the said John L. Boylan electing to take said estate at the said valuation of said commissioners, to-wit. the sum of 400.00 Payable 1/3 each. 1/3 in one year 1/3 in 2 years with 6% interest secured by mortgage on premis. and he having paid, and secured to be paid to the satisfaction of the Court. to the sheriff of Union County for the said defendants, their respective proportions of the appraised value thereof, the said estate is hereby adjudged to the said John L. Boylan, and the said sheriff is ordered by the Court to execute a deed (in fee simple) for the same to said John L. Boylan according to the statue in such case made and provided.

And it is further ordered by the Court that the costs and expences of this suit, taxed at $, and also an attorney fee of $25.00 allowed and to be paid to J. H. Kinkade attorney for said plaintiff, be paid within ten days. by the plaintiff and be taxed one half to the plaintiff and one half to said defendants, and that of the balance of the said valuation of said premises due to the defendants after payment of costs be held subject to further order of the Court.

Court adjourned to Thursday, Sept. 20th, 1900.

Sept. Term, 1900

Thursday, September 20th, 1900 Court convened at 11 oclock pursuant to adjournment. Present Hon. Charles M. Melhorn, Judge.

Thomas. Reed
vs.
The Village of Marysville. O.

Sept 20th. 1900.

7769 It is adjudged by the Court that the plaintiff herein is in default for reply, and leave is hereby granted by the Court to the plaintiff to file his reply instanter and this cause is reassigned to Monday October 1st 1900

7831

J.L. Horn. et.al.
vs.
The Varuna. Water Company.

Sept. 20th. 1900.

This cause came on for hearing on the petition for the dissolution of the Varuna Water Company, a corporation. and the joint affidavit of the applicants, all duly filed. Whereupon this cause is refered to James F. Woods who is hereby appointed referee herein: and it is ordered that all persons interested in said corporation having any cause to show why it should not be dissolved, appear before said referee on Friday the 21st. day of December, 1900, at the office of Wallace Wagers, in the village of Richwood, in the County of Union and State of Ohio. And the said refree is directed to hear 7840- said cause and to make due report to this Court of all testimony taken in reference thereto, as well as of all property. effects, debts, credits engagements of said corporation. and of all matters and things pertaining to its affairs. by the first day of next term of said Court, to which this cause is continued.

7812

The State of Ohio.
in re Rittle Patch
vs.
Matthew F. Patch

7838

Sept. 20th, 1900.

This day came the State of Ohio by the Prosecuting attorney, and the defendant by his attorney, and upon motion the Court fixes the bond of the defendant Matthew F. Patch at $600, and cause continued.

Kellie M. Fox.
Vs.
Ida L. Fox et al.

Sept 20th. 1900.

This cause came on to be heard upon the petition of Kellie M. Fox. the answer of Ida L Fox widow and the exhibits on consideration whereof, and it appearing to the satisfaction of the Court that all the parties have had due notice of the pendency and demand of the said petition as required by law. and that the petitioner has a legal right. and estate in the premises described in the petition.

7831 And as therein set forth. and no sufficient reason appearing why partition should not be made, it is ordered that by the oaths of P. J. Wyeth. George N. More. and J. C. Kennedy. three judicious. disinterested free holders of the vicinity. one full and equal third part of the lands in said partition described be assigned and set off to the said Ida L. Fox. as her dower estate; and that by the like oaths of the same persons. partition be made of said lands. subject to said dower estate. in the following proportions to wit. To Kellie M. Fox one equal sixth part. To Idella B Ford. wife of Karl. B. Ford. Delbert. C. Fox. Clarence L. Fox. Harley. M. Fox and Zilla E. Fox. one equal sixth part each. if the same can be done without manifest injury to the premises, and if in their opinion the dower cannot be assigned and a division so made 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 assignments of dower, and it is further ordered that a writ of partition issue to the Sheriff of this County commanding him to cause said dower to be assigned and said partition to be made in accordance with this order.

7812 Sadie Bidwell
Vs.
William H. Bidwell

Sept. 20th, 1900.

This day this cause came on to be heard by the Court upon the plaintiffs petition and the evidence and the same was submitted to the Court. Whereupon, the Court, being fully advised in the premises, finds that the said defendant, William H. Bidwell, has been served with notice of the pendency and prayer of the petition herein by publication, and that said publication and proof of same are in all respects regular and according to law and are hereby approved by the Court. The Court also finds that the defendant, Samuel B. Holyeross, has voluntarily entered his appearance herein by written waiver of summons upon the said petition endorsed: The Court further finds that both of the said defendants have failed to appear; that they are each in default for answer and demurrer to the said petition, and that the allegations of the petion are by such default, confessed

Sept. Term, 1900.

by each of the said defendants to be true. The Court also finds that the plaintiff at the time of filing her said petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of the County of Union, and that the parties hereto were married as in the said petition set forth.

The Court further finds, upon the evidence adduced that the said defendant William H. Bidwell, has been guilty of gross neglect of his marital duty in that he has failed and wilfully neglected to support the said plaintiff and her said children, or either of them, for five years last past, and that by reason of such failure and neglect, the said plaintiff is entitled to a divorce as prayed for.

Wherefore, it is considered, ordered, and adjudged by the Court that the marriage contract heretofore existing between the said Sadie Bidwell and William H. Bidwell, be, and the same hereby is, dissolved and both parties are released from the obligations of the same. It is further ordered and adjudged by the Court that the custody, education, care and control of the said children of the said parties, last aforesaid, be, until further order confided to the said Sadie Bidwell exclusively. And the said William H. Bidwell is hereby enjoined from interfering in any manner with either of the said children, or with the said Sadie Bidwell in her custody and care of them. 7806

It is further ordered and adjudged by the Court that the defendant, William H. Bidwell pay to the plaintiff as her reasonable alimony in money, the sum of five hundred dollars, payable in gross, and the same is hereby made a lien upon any and all the real estate of the said William H. Bidwell. And it is further ordered and adjudged by the Court that the said Samuel B. Holycross, whom the Court finds to be the Administrator of the estate of Nancy A. Bidwell, deceased, be, and he is hereby, enjoined from paying to the said William H Bidwell, on distribution of the said estate any of the proceeds of the sale of the real estate of the said decedent until he, the said Administrator, or the said William H. Bidwell, shall have satisfied the judgment for alimony aforesaid, And in default of payment of the same aforesaid for three days, by the said William H. Bidwell, execution is awarded therefor. It is further ordered and adjudged by the Court that the said Sadie Bidwell plaintiff, pay the costs in this behalf expended taxed at $——

7822. John. S. Boylan
Vs.
Kirby G. Roots.

Sept. 20th, 1900. 7818

And this cause came on to be heard in the motion of the plaintiff to make lein holders parties defendants. It is ordered by the Court that the "Southern Ohio Loan and Trust Company" and Michael Maloney be and they hereby are made parties defendant herein and required to set up their respective claims. (This entry approved: Melhorn, Judge.)

Sept. Term, 1900

The Board of Education of Jerome Township,
Union County, Ohio, et. al. Plaintiffs.
Vs.
Gerrard R. Hughes, et. al., as the Board of
Education of Special School District in
Jerome Township, Union County, Ohio, and
Concord Township, Delaware County, Ohio, et. al. Defendants.

Sept. 20th, 1900.

This day came the parties and this cause came on to be heard on the motion of the said defendants to modify the injunction heretofore ordered in this case, and it was agreed by the parties in open Court that the said injunction be so modified as to permit the auditor to pay, and the Board of Education of said special school district to receive the money levied by it for the purpose of maintaining a school in the said original
7806 sub-district No. Two. in Jerome Township Union County, Ohio, until the further order of the Court herein, Said money is to be used and expended by the said Board of Education of said special school district for the purpose of maintaining and conducting a school in the said original sub-district No. Two. so that the scholars in the same may not be deprived of a school pending proceedings herein. But nothing in this modification of said injunction is to prejudice the rights of either party in this case, in the further hearing hereof, or in any way to effect the merits of the same. It is therefore considered by the Court that the said injunction be and the same is so modified as to permit the auditor to pay, and the said, The Board of Education of said Special School District to receive the money heretofore levied for the purpose of maintaining a school in the said original school district No. Two until the further order of the Court, and that said money be expended by said defendant board in maintaining and conducting a school in said original sub-district No. Two, and that nothing in this decree shall prejudice the rights of either party in the further hearing hereof, and cause continued.

7818 Samuel A. Sauer
Vs.
Maggie Burlow

Sept. 20th, 1900.

This day the Court granted leave for a continuance of the above cause on agreement by parties.

Sept. Term 1900

Crim

The State of Ohio
Vs
Frederick Dilsaver.
Edward Clark.

Sept 20 th 1900.

1036

Now comes the prosecuting attorney on behalf of the State of Ohio and the defendant Edward Clark, being brought into court in custody of the Sheriff, and arraigned upon said indictment for plea thereto. Saith he is "guilty" and is remanded to the custody of the sheriff until sentence.

1049.

The State of Ohio
Vs.
Edward M. Woodcock.

Sept 20th 1900.

1050

Now comes the prosecuting attorney, on behalf of the State of Ohio, and the defendant being brought into court in custody of the sheriff, and arraigned upon said indictment for plea thereto, saith he is "guilty." Thereupon it is ordered and adjudged by the court that the said Edward M. Woodcock be imprisoned and confined in the penitentiary of the state, and kept at hard labor, but without any solitary confinement for the period of two (2) years: and that he pay the costs of this prosecution, for which execution is awarded.

1040

The State of Ohio
Vs.
Clifton Alden.

Sept 20th 1900.

1038

Now comes the prosecuting attorney, on behalf of the state of Ohio, and the defendant being brought into court in custody of the sheriff, and arraigned upon said indictment for plea thereto, saith he is "guilty." Thereupon it is ordered and adjudged by the court that the said Clifton Alden be imprisoned and confined in the penitentiary of the state, and kept at hard labor, but without any solitary confinement, for the period of four (4) years: and that he pay the costs of this prosecution, for which execution is awarded.

The State of Ohio
Vs.
Frederick Dilsaver

Sept. 20 th, 1900.

1086

Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant being present in Court and arraigned upon said indictment for his plea thereto saith he is "not guilty" and puts himself upon the County and the prosecuting attorney doth the like.

Sept. Term, 1900

The State of Ohio
Vs.
John Jones.

Sept 20th 1900.

1049. Now comes the prosecuting attorney on behalf of the state of Ohio, and the defendant being brought into court, in custody of the sheriff, and arraigned upon said indictment for plea thereto, saith he is guilty of assault and battery, which plea is accepted by the prosecuting attorney: Thereupon being fully advised in the premises it is ordered and adjudged by the court that the said John Jones be imprisoned in the work-house of the city of Columbus at Columbus, Ohio, and kept at hard labor for the term of sixty (60) days: and that he pay the costs of this prosecution, for which execution is awarded.

The State of Ohio
Vs
John W. Scott
1040 Charles Mevis
and
Charles Mc. Clain.

Sept 20th 1900.

Now comes the prosecuting attorney, on behalf of the State of Ohio, and the defendant Charles Mevis 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 now again comes the prosecuting attorney on behalf of the State of Ohio, the defendant was brought into court in custody of the sheriff: Thereupon said defendant, Charles Mevis, retracts his plea of not guilty hereupon entered, and for plea to said indictment saith he is guilty of larceny in an amount less than $35.00, which plea is accepted by the prosecuting attorney. Thereupon being fully advised in the premises it is ordered and adjudged by the court that the said Charles Mevis be imprisoned in the work-house of the city of Columbus, at Columbus, Ohio and kept at hard labor for the term of fifty days: and that he pay the costs of this prosecution, for which execution is awarded.

Sept. Term 1900

1039

The State of Ohio
Vs.
John W. Scott
Charles Mevis
Charles and Mc Clain.

Sept 20th 1900.

1040. Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant John W. Scott 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 now again comes the prosecuting attorney on behalf of the state of Ohio and the defendant was brought into court in custody of the sheriff: thereupon said defendant retracts his plea of not guilty heretofore entered, and for plea to said said indictment saith he is "guilty" thereupon it is ordered and adjudged by the court that the said John W. Scott, be imprisoned and confined in the penitentiary of the state, and kept at hard labor but without any solitary confinement for the period of Two (2) years: and that he pay the costs of this prosecution, for which execution is awarded.

1045

The State of Ohio.
Vs.
John W. Scott, Chas. Mevis and Chas. McClain

Sept. 20th, 1900.

1048.

Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant Charles McClain 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 now again comes the prosecuting attorney on behalf of the State of Ohio, and the said defendant Charles McClain was brought into Court in custody of the Sheriff; thereupon said defendant Charles McClain retracts his plea of not guilty heretofore entered, and for plea to said indictment saith he is guilty, thereupon being fully advised in the premises it is ordered and adjudged by the Court that the said Charles McClain be imprisoned and confined in the penitentiary of the State and kept at hard labor, but without any solitary confinement for the period of two (2) years and that he pay the costs of this prosecution for which execution is awarded.

1040

1052

Sept. Term 1900

1039 State of Ohio. Vs. Clifton Alden — Indictment for Burglary & Larceny. Sept. 20th, 1900.

This day this cause was ordered off docket, by the Court until further order.

State of Ohio Vs. William Tanner — Sept. 20th, 1900.

1045 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 that he is not guilty, and puttieth himself on the County and the prosecuting attorney doth the like.

The State of Ohio Vs. Hugh Devore — Sept. 20th, 1900

1048. Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment for plea thereto saith he is "not guilty" and puts himself upon the County and the prosecuting attorney doth the like.

1052 State of Ohio. Vs. Edward M. Woodcock. — Indictment for forgery. Sept. 20th, 1900.

This day Nolle prosequi is entered herein by order of the Court, at request of the prosecuting attorney.

Sept. Term 1900

The State of Ohio
Vs.
John Holycross
and Sylvia Reed

Sept. 20th, 1900,

1056 Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant Sylvia Reed being brought into Court waives the reading of the indictment and pleads thereto not guilty and puts herself on the County and the prosecuting attorney doth the like.

Again comes the prosecuting attorney on behalf of the State of Ohio, and the defendant, John Holycross being brought into Court in custody of the Sheriff, and having waived the reading of the indictment pleads thereto not guilty, and puts himself on the County, and the prosecuting atty doth the like.

1062

State of Ohio.
Vs.
1069 Edward M. Woodcock.

Indictment for forgery.
Sept. 20th, 1900.

This day Nolle prosequi is entered herein by the Court. at the request of prosecuting attorney.

7679

The State of Ohio
Vs.
Hugh Devore

Sept. 20th, 1900.

1060 Now comes the prosecuting attorney on behalf of the State of Ohio and the defendant being brought into Court in charge of the Sheriff and arraigned upon said indictment for plea thereto says he is not guilty and puts himself upon the County and the prosecuting attorney doth the like

7705

The State of Ohio
Vs.
Hugh Devore

Sept. 20th, 1900.

1061 Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in charge of the Sheriff and arrdigned upon said indictment for plea thereto saith he is not guilty and puts himself upon the County, and the prosecuting attorney doth the like.

Sept. Term 1900

The State of Ohio
Vs.
Hugh Scovre

Sept. 20th, 1900.

1062 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 says he is not guilty and puts himself upon the County and the prosecuting attorney doth the like.

Court adjourned to Friday Sept. 21st. 1900

Friday Sept. 21st. 1900, Court convened pursuant to adjournment at 8:30 o'clock A. M.
Present Hon. Charles M. Melhorn, Judge.

7679 N. Y. Roots
Vs.
Clara Malloy

Sept. 21st. 1900.

This day on motion the Court grants leave to file defendant's answer in this cause, and answer filed

7705 Adelia J Reed.
Vs.
Joseph P. Martin et. al.

Sept 25th 1900.

The jury in this action having on a former day of this term, rendered a verdict for the defendant and no motion for a new trial having been made. It is therefore in accordance with said verdict, adjudged by the Court that the paper writing produced in this case and offered in evidence purporting to be the last will and testament of the said Phebe Baker deceased, is her last will and testament.

Verdict for Plaintiff - Sept. 21st. 1900.

We, the Jury, being duly impaneled and sworn do find that the paper writing here shown to us and admitted to probate in the Probate Court of Union County Ohio, on the 27th day of September, 1898, purporting to be the last will and testament of Phoebe Baker, deceased, is the valid last will and testament of said Phoebe Baker, deceased. S. P. Carpenter, Foreman.

Sept. Term 1900

7814

Anna Nichols
Vs
William Nichols

Sept. 21st, 1900.

Now came the plaintiff and the defendant herein having been duly served with summons and a copy of the petition and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by 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 Anna Nichols and William Nichols 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 minor child be, until further order confided to the said plaintiff exclusively.
It is further ordered, adjudged and decreed that the defendant pay to the plaintiff as her reasonable alimony in money the sum of one thousand dollars, and further that he pay the costs of this action taxed at $—. and that in default of payment of the above alimony or costs execution is awarded therefor.

7823.

7826

Dept. Term 1900

7823.	Harmon W. Bayley Vs. Georgiana M. Snider. et. al.	Sept 21 st. 1900. This day this cause came on to be heard on the demurrer of Charles A. Bayley. to the petition of plaintiff and was argued by counsel. In consideration whereof the Court, sustaines said demurrer. And thereupon the plaintiff asked and obtained leave to amend his petition. by Nov. 24th, 1900.
7826	Randolph. Wilcox Vs. Eda Wilcox.	Sept. 21 st. 1900. Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the Court finds the defendant in default for answer and demurrer to said petition and find that the allegations thereof at the time of filing his petition had been a resident of the State of Ohio one year next proceeding the same and was at that time a bona fide perident of this County of Union, and that the parties hereto were married as in said petition set forth, it is therfore ordered & adjudged by the Court that the marriage contract heretofore existing between the said Randolph. Wilcox and Eda Wilcox be and the same hereby is dissolved and both parties are released from the obligations of the same.

Court Adjourned to Monday Sept. 24 th, 1900.

Sept. Term, 1900

Monday Sept. 24th, 1900 at 8:30 o'clock A. M. Court met pursuant to adjournment.

7710

Chas. K. Davis.
7733 Vs.
C. F. Gill

Sept. 24th, 1900.

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

John Moder, F. H. Chenoweth,
Clinton Cox, George Conley,
D. J. Sovrill, W. J. Strader,
Phylip Vanderau, J. J. Brannan,
Frank Andrews, Nelson Morse,
T. F. Carpenter and H. B. Dull, who

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

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

"We, the Jury, being duly impaneled and sworn find on the issues joined there is due the plaintiff from the defendant on the claim set forth in the petition, the sum of $109 35/100 and we further find on the issues between parties made by the cross-petition and the reply, in favor of the plaintiff."
Dated Sept. 24th, 1900" J. J. Brannan, Foreman.

1036

1045

Court adjourned to Tuesday, Sept. 25th, 1900.

Tuesday Sept. 25th, 1900 at 8:30 A. M. Court convened pursuant to adjournment,

Present Hon. Charles M. Melhorn,
Judge.

Sept. Term, 1900

7710 Mary E. McGuire
Vs.
George Kirby

Sept. 25th, 1900.

This day this cause came on to be heard upon the motion of the defendant for continuance, and the Court sustains the motion of defendant, and cause continued at defendants costs.

1036 State of Ohio
Vs
Frederick Dilsaver

Indictment for Assault and Battery.
Sept. 25th, 1900.

This day this cause came on to be heard upon the motion of defendant for continuance, whereupon the Court sustains the motion, and cause continued till next term of Court with Bond fixed at $300 with sureties to be approved by Clerk.

The State of Ohio
Vs
William Tanner

Indictment for Larceny.
Sept 25th 1900.

1045 Now came the prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into court in custody of the sheriff: also came the following named persons as jurors, to-wit:- John Moder, F. W. Chenoweth, Clinton Lee, George Conley, F. J. Lovell, Philip Vanderau, Frank Andrins, Nelson Morse, L. F. Carpenter, W. B. Dull, J. J. Brannan, and W. J. Strader, who were duly impaneled and sworn according to law and the said jury having heard the testimony adduced by the parties, the arguments of the counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And afterward came the jury conducted into Court by the Sheriff, and returned the following verdict in writing signed by their foreman, to-wit:- "We, the jury, being duly impaneled and sworn, do find the defendant not guilty in manner and form as he stands charged in said indictment"

Dated Sept 25th, 1900. J. J. Brannan, Foreman.

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

Sept. Term 1900

1048 | The State of Ohio. Vs. Hugh Severe | Indictment for Larceny. Sept 25th. 1900.

Now came the prosecuting attorney on behalf of the State of Ohio. and the defendant with his counsel: also came the following named persons as Jurors. to-wit:- John Moder, F. St. Church, George Conley. T. J. Lovell, Philip Vandraw, Frank Andrews. Nelson Morse, W. B. Dull, H. J. Strader, Louis Otte, Elza Mills and Ray Morse, who were duly impaneled and sworn according to law. And the said Jury having heard the testimony adduced by the parties, and the arguments of the counsel

Court adjourned to Wednesday.

Sept 26th 1900.

Wednesday Sept. 26th, 1900 at 8: 30 A. M. Court met pursuant to adjournment.

Present Hon. Charles Melhorn

Judge.

1048 | The State of Ohio. Vs Hugh Severe | Indictment for Larceny. Sept 26th, 1900.

This day again came the prosecuting attorney on behalf of the State of Ohio. and the defendant with his counsel: also came the Jury heretofore impaneled and sworn, and the trial proceeded and the Jury having heard the charge of the Court retired to their room in charge of the Sheriff for deliberation.

And afterward came the Jury conducted into Court by the Sheriff, and returned the following verdict in writing signed by their foreman, to-wit:- "We, the Jury in this case, find the defendant Hugh Severe, Not guilty, in manner and form as he stands charged in the said indictment.

Sept. 26th, 1900. T. J. Lovell. Foreman.

Court adjourned to Wednesday Sept. 26th, 1900.

Court convened pursuant to adjournment on Wednesday, Sept. 26th, 1900 at 8:30 o'clock A. M.

Present Charles M. Melhorn,

Judge.

Rosa Harrington

7793 Vs. Court Common Pleas, Union County, Ohio.

Edgar Harrington Sept. 26th, 1900.

This day this cause came on to be heard upon the petition of the plaintiff, and the Court being fully advised in the premises after hearing the testimony do find for the plaintiff, 1st that said parties were married as stated in the petition, 2nd that publication of said cause had been duly made for six weeks in the Union County Republican, a paper of general circulation in said County, 3rd that said defendant had been guilty of gross neglect of duty toward the plaintiff.

It is therefore ordered and adjudged by the Court that a complete divorce be granted the plaintiff, that each party be relieved from the obligation thereof and that the plaintiff be granted the custody care, control, and education of said minor child, Claude Harrington.

The Farmers' Bank Court of Common Pleas of Union County, Ohio.

7656- Vs. Sept. 26th, 1900.

Willis G. Roots et al

On motion of the plaintiff, and on his producing the return of the Sheriff, J. Ed. Robinson, of the sale made under the former order of this Court, and the Court, on careful examination of the proceedings of the said Sheriff, J. Ed. Robinson, 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, J. Ed. Robinson, convey to the purchaser, E. R. Hathaway, by deed according to law, the property so sold, to-wit: 4th tract and fifth tract in said petition described as described in full in the order of re-appraisement and sale herein dated May 22nd 1900, and returned and filed July 20th, 1900, 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 Two Hundred and Twelve Dollars, it is ordered that the Sheriff, J. Ed. Robinson out of the money in his hands pay- First: To the Treasurer of this County the taxes penalty and interest against said property to-wit, the sum of One Hundred and One and 57/100 Dollars, Secondly:- The cost of this action taxed at Thirty-five and 75/100 Dollars, Thirdly:- To the Defendant, "The Citizens Home and Savings Company" the residue of said proceeds, viz:- Seventy-four and 73/100 Dollars, to apply on its judgment herein.

Sept. Term 1900

1036 — State of Ohio / vs. / John Stolyeross / and / Sylvia Reed

Indictment for Larceny.
Sept 27th, 1900.

Now came the prosecuting attorney on behalf of the State of Ohio, and the defendants with their counsel; also came the following named persons as Jurors. to-wit:- John Moder, F. A. Churchill, Clinton Coe, George Conley, T. J. Lovell, N. J. Strader, Philip Vanderau, J. J. Brannan, Frank Andrews, Nelson Morse, L. F. Carpenter and W. B. Dull, who were duly impaneled and sworn according to law. And the said Jury having heard the testimony adduced by the parties, the arguments of counsel, and the charge of the Court retired to their room in charge of the Sheriff for deliberation. And afterwards came the Jury conducted into Court by the Sheriff and returned the following verdict in writing. signed by their foreman. to-wit:- We, the Jury in this case, find the defendants John Stolyeross and Sylvia Reed not guilty, in manner and form as they stand charged in the said Indictment.

Sept 27th

J. J. Brannan, foreman.

And there being no further charge against said defendants they are hereby discharged.

1036 — State of Ohio / vs. / Edward Clark.

Indictment for Assault & Battery.
Sept 27th, 1900.

The defendant herein having on a former day of the term entered a plea of guilty to the charge of the Indictment in this case, was this day brought into Court in custody of the Sheriff, and the Court having heard the testimony. adduced, and being fully advised in the premises and the said defendant being required of, if he had anything to say why judgment should not be pronounced against him and having nothing but what he hath already said, It is Therefore Judged by the Court that he be committed to the Columbus Workhouse for 20 day and that he stand committed till the costs of prosecution are paid or secured to be paid or he be otherwise legally discharged.

Sept. Term 1900

Richwood Deposit Bank.

7842 Vs. Sept. 27th, 1900.

P. J. Davis, D. S. Davis, C. G. Morrow, J. H. Monroe
J. P. Pilton, G. H. Harris, and J. H. Cahill

This day came the plaintiff by Miller & Hayes Attorneys, and thereupon came James E. Robinson, one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff as alleged in said plaintiffs petition the sum of $241.58. It is therefore considered that said plaintiff do recover of said defendants, the said sum of $241.58 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum until paid. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Court adjourned to Friday Sept. 28th, 1900.

Friday Sept. 28th, 1900 Court convened at 8:30 o'clock, A. M. pursuant to adjournment, Present Hon. Chas. M. Melhorn. Judge.

Archibald Andrews.
7766 Vs. Sept. 28th, 1900.
Amelia Andrews

This cause came on to be heard on the pleadings and the evidence, and the Court finds that the Plaintiff at the time of filing his petition was, or had been a resident of the State of Ohio for one year preceding the same and was at the time a bona fide resident of this county of Union. That the parties thereto were married as in said petition set forth.

The Court further finds upon the evidence adduced that the defendant has not been guilty of the allegations set forth in plaintiffs petition sufficient and therefor plaintiff is not entitled to a divorce as prayed for. It is further adjudged that the allegations of defendants answer and cross-petition are upon the evidence adduced not sufficient and that defendant is not entitled to alimony as prayed for.

The petition and answer and cross-petition be dismissed at plaintiffs costs. Sept. 28th, 1900.

F. A. Thompson Atty for Plaintiff.
H. C. Bates " " defendant.

Sept. Term. 1900

7801 Joshua Lucas
Vs.
Belle Lucas.

Sept. 28th, 1900.

This cause came on this day to be heard upon the pleadings and the evidence, and on consideration thereof the Court finds that the plaintiff at the time of filing his petition has been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of the County of Union, and that the parties 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 Joshua Lucas and Belle Lucas be, and the same hereby is dissolved, and both parties are released from the obligations of the same.
It is further ordered and adjudged by the Court that the custody care and education of the minor children of the parties hereto be until further order confided to the plaintiff and that he pay the costs of this action.

7795 Joseph Bell
Vs.
Maude Bell

Sept. 28th, 1900.

This cause came on to be heard upon the pleadings and the evidence and on consideration thereof, the Court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further find upon the evidence adduced that the defendant has been guilty of willful absence for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is therefore ordered by the Court that the marriage contract heretofore existing between the said Joseph Bell and Maude Bell be, and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered and adjudged by the Court that the plaintiff pay the costs of this action.

Sept. Term 1900

7674 Marion Johnson
vs.
Henry Eickemeyer.

Sept 28th. 1900.

This cause coming on for hearing on the petition, the answer of the defendant, and the evidence without the intervention of a Jury, and was argued by Counsel, and submitted to the Court. on consideration whereof the Court find for the defendant It is therefor considered and adjudged by the Court that the defendant go hence without day, and recover from the defendant Marion Johnson, his costs expended, taxed at $. and execution is awarded therefor.
Plaintiff made a motion for new trial which was overruled. to all of which plaintiff then and there excepted.

7790 Elizabeth Glaze.
vs.
James Glaze

Sept. 28th, 1900.

Now came the plaintiff the defendant having been legally summoned by publication, and having failed to appear, the Court finds in default for answer and demurrer to said petition, and find that the allegations are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same, and that she now a bona fide resident of the County of Union, and that the parties thereto were married as set forth in said petition. The Court further finds upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and of willful absence for more than three years last past and that by reason thereof plaintiff is entitled to a divorce as prayed for.
It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between said Elizabeth Glaze and James Glaze, be and the same hereby is dissolved and both parties are released from the obligations of the same.
It is ordered that plaintiff pay the costs of this action.

7753

7752

Sept. Term 1900

In the assignment of Caleb Haines
to Samuel Sherwood, and H. M. Ballinger
7753. Vs. Sept. 28th, 1900.
Samuel Sherwood, assignee, and Margaret Haines.

This day on motion the Court grants leave to the defendant, Sherwood to file a second amended answer, instanter, and done.

7769

State of Ohio.
1063 Vs. Sept. 28th, 1900.
Charles Williams

This day came the State of Ohio by the Prosecuting attorney, and also came the defendant by his attorney and upon motion the Court fixes the bond of the defendant, Charles Williams at $200 with sureties to be approved by the Court, and cause continued.

Court adjourned to Monday Oct. 1st. 1900.

7829

Court convened pursuant to adjournment on Monday, Oct. 1st, 1900 at 830 A. M.

Present Hon. Charles M. Melhorn, Judge.

Thomas Reed
7769 Vs. Oct. 1st. 1900.
The Incorporated Village of Marysville.

This day came the parties herein by their attorneys, also came the Jury, who were duly impaneled and sworn, according to law, and thereupon the case came on for hearing on the pleadings and the evidence, And the said Jury having heard the testimony adduced in part said cause was continued until tomorrow morning at 8:30 oclock.

Court adjourned to Tuesday Oct. 2nd, 1900.

Sept. Term 1900

Court convened pursuant to adjournment on Tuesday Oct. 2nd 1900 at 8:30 o'clock A. M.
Present Hon. Charles M. Melhorn, Judge.

7769 Thomas Rud
Vs. Oct. 2nd. 1900.
The Incorporated Village of Marysville

This day again came the said parties, by their attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded.
And the said Jury having heard the testimony, the argument and charge of the Court retired to their room in charge of the Sheriff for deliberation.

7829 Oscar Lucas
Vs. Oct. 2nd. 1900.
Myrtie Lucas

This day this cause came on to be heard on the petition of plaintiff and the evidence, the defendant being in default for answer. The Court being fully advised in the premises finds: That the plaintiff at the time of filing his petition had been a resident of the State of Ohio for more than a year last past and was at that time a bona fide resident of the County of Union and that the parties hereto were married as in the petition set forth.

The Court further finds from the evidence adduced that the defendant has been guilty of willful absence from this plaintiff for more than three years prior to the filing of his petition herein, and that by reason thereof the plaintiff is entitled for divorce as prayed for.

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

Sept. Term 1900

7831 | Nellie M. Fox Vs. Ida S. Fox | Oct. 2nd, 1900

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofor 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 real estate free from the dower of the said Ida S. Fox at the sum of $3219.64. 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 Ida S. Fox has elected to take the said parcels of said premises numbered (1) one, (2) two, (3) three and (5) five at their appraised value and that said Idella E. Ford has elected to take the said parcel of said premises numbered (4) four at its appraised value, and no one objecting thereto, 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 Ida S. Fox and Idella E. Ford paying the same, amounting in all to the sum of $3219.64 the said estate be and it hereby is adjudged to them, and the Sheriff is ordered thereupon to make and execute to them conveyance thereof. 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: First: to the Treasurer of Union County $37.36 being the taxes and penalty due on said premises; Secondly: To the Clerk of this Court the costs of this action, including counsel fee, the sum of $119.87 Thirdly: to the widow Ida S. Fox the sum of $714.64 to the plaintiff Nellie M. Fox $391.29 to the defendant Idella E. Ford $391.29, to Delbert C. Fox $391.24, To Clarence I. Fox $391.30 to Harley V. Fox $391.30 and Zilla E. Fox $391.30 in full of their respective rights herein.

7805 | G. W. Brek Vs. Bina B. Davis et. al | Oct. 2nd, 1900

Now comes the Bank of Marysville and asks the Court to be made party defendant in the above case and to file answer and cross-petition instanter, Thereupon the Court grants to said Bank of Marysville leave to file its answer and cross-petition and the same is hereby filed.

7811

7784

7797

7798

7769

Sept. Term 1900

Ida S. Childs
7811 Vs. Oct. 2nd 1900
Chas. A. Sarcomb.

This day on motion leave was granted for an extension of thirty days in which to answer.

William Moffitt.
7784 Vs. Oct. 2nd, 1900
Frank Dewell

This day on motion leave to file a petition was extended thirty days.

Georg H. Drumm.
7797 Vs. Oct. 2nd 1900.
Chas. A. Sarcomb

This day on motion leave to answer was extended in this case for thirty days.

Chas. Dillemuth
7798 Vs. Oct. 2nd 1900.
Chas. A. Sarcomb.

This day on motion leave to answer was extended in this case for thirty days.

Court adjourned to Wednesday, Oct. 3rd, 1900

Court convened pursuant to adjournment on Wednesday Oct. 3rd, 1900 at 8:30 oclock A.M.

Present Hon. Charles M. Melhorn.
Judge.

Thomas Rrrd
7769 Vs. Oct. 3rd, 1900.
The Incorporated Village of Marysville

And now came the said Jury into open Court with their verdict in writing signed by their Forman, and say:- "We, the Jury being duly impaneled and sworn find the issues in this case in favor of the defendant. Dated Oct. 3rd, 1900"

J. J. Brannan. Forman.

Whereupon the ~~plaintiff~~ excepted, and his motion for a new trial was noted.

Sept. Term. 1900

Appointment of Committee to Examine Commissioners' Report.

On motion to the Court for the appointment of a committee to examine the County Commissioners' Annual Report the Court hereby appoints T. A. Thompson and H. H. Hagers together with James E. Robinson Prosecuting Attorney of Union County a committee for said purpose, and authorizes them to make examination of said report and report their findings to this Court as provided by law. 7845

Melhorn, Judge.

Margaret Stultz

7833 Vs. Oct. 3rd. 1900.

Augustus Newton Stultz

This day came the plaintiff by her attorney and moves the Court to dismiss the above cause, Whereupon the Court dismisses said cause at the plaintiff's costs, and renders judgment against plaintiff for costs.

George H. Bixler

7791 Vs. Oct. 3rd, 1900. 1053

William Van Buskirk Verdict.

We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of $3.10 (three Dollars and ten cts) principal and interest.

J. J. Brannan, Foreman.

Return of Special Venire

Court adjourned to Monday Oct. 15th, 1900.

George H. Bixler. 1

7791 Vs. Oct. 9th, 1900 2 3

William Van Buskirk 4

The jury in this action, having on a former 5
day of this term rendered a verdict for the plaintiff and assessed 6.
the amount due him from the defendant at the sum of ($3.10) 7
Three and 10/100 Dollars, and no motion for a new trial having 8
been made; It is therefore considered by the Court that 9
the said George H. Bixler recover from the said William Van- 10
Buskirk the said sum of Three and 10/100 Dollars ($3.10) together 11
with his costs herein expended taxed to $ —. 12 13 14 15 16 17 18 19 20

Sept. Term 1900

Monday Oct. 15th, 1900, at 9 oclock A.M. Court met pursuant to adjournment.

Present Hon. Charles M. Melhorn, Judge.

In the Matter of the estate of
7845 Marcella R. Johnson, deceased. Oct. 15th, 1900. Filing Final account.

This day came John E. Griffith, Executor of the last will and testament and estate of Marcella R. Johnson, late of Union County, Ohio deceased, and presented his fourth and final account in settlement of said estate duly verified. The Court find that John M. Brodrick, the Probate Judge of said County is interested as agent and attorney for said executor, and is therefor disqualified from hearing said case. Whereupon the Court do order the same filed and advertised for hearing on Saturday the tenth day of November, A.D. 1900 at ten oclock A.M. to which time said matter is continued.

Charles M. Melhorn,
Judge of the Court of Common Pleas within and for Union County Ohio.

The State of Ohio Indictment for Murder in the first degree
Vs. Oct. 15th, 1900.
1053
Rosslyn A. Ferrell etc. This day came the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into court in custody of the Sheriff, and his counsel also coming, and "The Special Venire" issued on the 15th day of September, A.D. 1900, according to law was returned and filed on the 22nd day of September 1900 endorsed as follows:- "Marysville, Ohio September 22nd 1900.

Return of Special Venire

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	Miles.
1	E. B. Ferris	Paris	Sept. 17, 1900	Personal	0
2	David Austin	Claibourne	Sept. 17, 1900	Personal	24
3	R. Seig	"	Sept. 18, 1900	Personal	32
4	D. H. Brekley	"	Sept. 18, 1900	Personal	32.
5	Fred Carter	Paris	Sept. 19, 1900	Residence	0
6.	C. S. Comstock	Jerome	Sept. 19, 1900	Personal	18
7	G. R. Stover	Claibourne	Sept. 18, 1900	Personal	32.
8	A. J. Miller	Washington	Sept. 17, 1900	Personal	36.
9	Wm Easton	Mill Creek	Sept. 19, 1900	Residence	14.
10	John Montgomery	York	Sept. 17, 1900	Personal	32.
11	N. A. Wilkins	Liberty	Sept. 17, 1900	Personal	20
12	Alex Reed	Paris	Sept. 20, 1900	Personal	4.
13	Philip Burns	Paris	Sept. 18, 1900	Personal	0
14	D. D. Walker	Claibourne	Sept. 18, 1900	Residence	32
15	J. C. McCampbell	Jerome	Sept. 19, 1900	Personal	22
16	H. Bonnett	Dover	Sept. 19, 1900	Personal	8
17	Hill H Bonnett	Leesburg	Sept. 18, 1900	Personal	14.
18					
19	H. G. McAllister	Leesburg	Sept. 18, 1900	Residence	12.
20	James Shirk	Paris	Sept. 18, 1900	Residence	0

Sept. Term 1900

21	John Drake	Washington	Sept. 17, 1900	Personal	36.
22	Howard Gray	"	Sept. 17, 1900	Personal	38.
23	Andrew Baker	Jackson	Sept. 18. 1900	Residence	44.
24	John Brown	Union	Sept. 22, 1900	Personal	16.
25	Sherman Jolliff	Claibourne	Sept. 18, 1900	Personal	30.
26	Ansley Arnhouse	Paris	Sept. 22, 1900	Personal	6.
27	Geo. Wilson	Leesburg	Sept. 18, 1900	Personal	10.
28	Asbury Chaney	Jackson	Sept. 18, 1900	Personal	38.
29.	James Coe	Allen	Sept. 22, 1900	Residence	14.
30	John S Sellers	Paris	Sept. 17, 1900	Personal	0.
31	Chas. Hunger	Paris	Sept. 18. 1900	Personal	0.
32	John Driscol	Millcreek	Sept. 19, 1900	Residence	20.
33.	Thomas Cody	Dover	Sept. 19, 1900	Residence	8.
34	George Westlake	Paris	Sept. 20, 1900	Personal	2.
35	C. S. Jones	Paris	Sept. 18, 1900	Personal	0.
36	John Longbrake	Paris	Sept. 17, 1900	Personal	4.

David Danford absent and cannot be found in this County and not served.

Sheriff's Frs. Copies $3.60 mileage $10.56, Service $4.00 Total $18.16.

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

1053
Appointment of Assistant Stenographer.

7846

Return of Alias Special Venire.

The alias Special Venire issued according to law on the 22 nd day of Sept. A.D. 1900 was returned and filed Sept. 26th, 1900 endorsed as follows:

Marysville, Ohio, Sept. 26th, 1900.

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	Miles.
1.	Martin Erich	Darby	Sept. 25th, 1900	Personally	10
2.	Gomer Pritchard	Claibourne	Sept. 25th, 1900	Personally	40.

Sheriff's Frs:- Copies $.20 mileage $4.00 Service $4.00. total $8.20

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

Entry 1st day of Trial.

And the said Venire being called in open Court all of the above named persons appeared in answer thereto except N. G. McAllister, who upon a showing to the Court was excused on account of physical disability, and thereupon, the defendant by his counsel moved the Court to order an alias special venire facias to issue in the case. On consideration whereof the Court overruled said motion, the defendant by his counsel, excepted.

And upon a further call of said venire, for cause shown, the Court excused E. B. Ferris, C. S. Comstock, Alex. Reed, Ansley Arnhouse, and Chas. Hunger. And the defendant by his counsel challenged, David Austin, N. A. Wilkins, D. D. Mather, G. C. McCampbell, I. Bonnett, Will H. Bonnett, Andrew Baker, Geo. Wilson, James Coe, and John S Sellers, each for cause which said challenges were respectively sustained by the Court.

And the defendant, by his counsel, also challenged G. R. Howe for cause, which said challenge the Court on consideration overruled, to which over-ruling of said challenge, the defendant by his counsel then and there excepted. And the defendant by his counsel also challenged peremptorily John Brown, and Fred Carter, and

1053.

Sept. Term 1900

the state, by the Prosecuting Attorney, challenged peremptorily Philip Burnes. And thereupon, the Court adjourned the further hearing of the case until tomorrow morning at 8:30 o'clock.

The State of Ohio. In the Court of Common Pleas, of Union County, Ohio
Vs.
1053 Rosslyn H. Ferrell &c. Indictment for murder in the first degree, Entry Oct. 15th, 1900.

Appointment of Assistant Stenographer. On motion to the Court, and for good cause shown, it is hereby ordered that Elmer J. Derr, &c and he hereby is appointed to assist in taking the testimony in this cause, as an official Stenographer. And thereupon came the said Elmer J. Derr and accepted said appointment, and was duly sworn, according to law, and entered upon the discharge of his duties as such assistant official Stenographer.

Ida O'Hara
Vs. Oct. 15th, 1900
7846 S. H. Hutchinson

This day came the plaintiff by her attorneys and it appearing to said Court that said plaintiff had filed her petition in this Court against said defendant asking for a dissolution of the partnership existing between plaintiff and defendant and for the appointment of a receiver to take charge of and dispose of the partnership property; and thereupon the plaintiff submitted her motion for a restraining order against said defendant forbidding him from selling disposing of removing or otherwise interfering with the said partnership property and the Court being fully advised in the premises grants said restraining pending the application for the appointment of a receiver. It is therefore considered ordered and adjudged and decreed by the Court that said defendant S. H. Hutchinson be restrained and forbidden from selling removing disposing of or interfering with said partnership property in any manner pending the application of plaintiff for the appointment of a receiver in this case & that said defendant show cause why said receiver should not be appointed.

Charles M. Melhorn.
Judge of Common Pleas Court
Union County, Ohio

Court adjourned to Tuesday Oct. 16th, 1900.

Tuesday Oct. 16th, 1900 Court convened pursuant to adjournment at 8:30 o'clock, A. M.
Present Hon. Charles M. Melhorn, Judge.

1053. The State of Ohio In Court of Common Pleas, Union Co. Ohio.
Vs. No. 1053. October 16th 1900.
Rosslyn H. Ferrell, alias Indictment for murder in the first degree.
Roscoe H. Ferrell, alias
Charles R. H. Ferrell.

Journal Entry.

This day came the Prosecuting Attorney, on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff, and his attorneys also coming. And thereupon the further call of the venire and first alias venire proceeded,

Sept. Term 1900

whereupon, for cause shown, the Court excused Asbury Chaney for physical disabilities, and Gomer Pritchard. And the defendant, by his counsel, challenged Thomas Cody and C. G. Jones for cause, and the said challenges were, respectively, sustained. And the said defendant, by his counsel, also challenged Howard Grey, John Longbrake, William Easton, A. Seig, and John Piersol, each peremptorily. And the State, by the Prosecuting Attorney, peremptorily challenged John Drake. And, thereupon, it appearing to the Court that the said venire and said alias venire have been exhausted and that twelve qualified jurors have not been empaneled, on motion of the defendant, by his counsel, it is considered and ordered by the Court that a special venire immediately issue for twenty-four persons having the qualifications of jurors, whom the Court selects, and the said venire be made returnable forthwith; and the same is accordingly done.

And afterward, this day, the special venire, last aforesaid, returnable as aforesaid, was duly returned by the Sheriff, with his indorsement thereon as follows, to-wit: Marysville, Ohio, October 16th, 1900.

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	Miles
1.	Joseph Roff	Paris	Oct. 16. 1900	Personal	0
2.	H. E. Sharrer	Paris	Oct. 16. 1900	Personal	0
3.	Daniel Fry	Paris	Oct. 16. 1900	Personal	0
4.	William Perfect	Paris	Oct. 16. 1900	Personal	0
5.	Burl McLaughlin	Paris	Oct. 16. 1900.	Residence	0
6.	Homer Southard	Paris	Oct. 16. 1900.	Personal	0
7.	Charles Monlock	Paris	Oct. 16. 1900	Personal	0
8.	John Zwerner	Paris	Oct. 16. 1900.	Personal	0
9.	William Arthur	Paris	Oct. 16. 1900.	Personal	0
10.	Charles Snider	Paris	Oct. 16. 1900.	Residence	0
11.	Solomon Turner	Paris	Oct. 16. 1900.	Residence	4
12.	W. J. Ginn.	Taylor	Oct. 16. 1900.	Personal	10
13.	Charles Graumman	Taylor	Oct. 16 1900	Personal	16
14.	Loyd Rogers	Taylor	Oct. 16. 1900.	Residence	14
15.	Arthur Hartshorn	Taylor	Oct. 16. 1900.	Residence	14
16.	John Predmore	Taylor	Oct. 16. 1900.	Personal	16
17.	H. B. Turney	Taylor	Oct 16. 1900.	Personal	20
18.	Austin Carey	Leesburg	Oct. 16. 1900	Personal	20
19.	William Mochw	Leesburg	Oct. 16. 1900	Personal	16
20.	William Hornbeck	Paris	Oct. 16. 1900.	Personal	6
21.	Lester Cline	Allen	Oct. 16. 1900.	Personal	16
22.	Charles Chaffel	Allen	Oct. 16. 1900.	Personal	16
23.	J. D. Wood	Allen	Oct. 16 1900	Personal	16
24.	Cora Howard	Allen	Oct. 16. 1900.	Personal	16.

Sheriff's Fees:- Copies $2.40. Mileage, $5.60. Service $4.00. Total - $12.00

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

1063

Sept. Term 1900

And the Special venire last aforesaid being called in open Court, all of the above named persons appeared in answer thereto, except Burl McLaughlin, Charles Snider, and Arthur Hartshorn. And upon a further call of the special venire, last aforesaid, for cause shown, the Court excused Daniel Fry, Homer Southard, John Swarner, Charles Chappel, Conr Howard, and W. J. Linn. And the defendant, by his counsel, challenged H. E. Sharrer, William Perfect, Charles Murdock, William Arthur, Lloyd Rogers, H. B. Turney, Austin Carey, Williams Mochn, William Hornbeck, Lester Cline, and J. D. Wood, each for cause, which challenges were, respectively, sustained by the Court

And upon further call of the said special venire, the following named persons still failed to answer thereto, to-wit:- Burl McLaughlin, Charles Snider, and Arthur Hartshorn. Thereupon, the defendant, by his counsel, moved the Court to select and cause to be issued immediately a special venire for ten persons, having the qualifications of a juror, to appear tomorrow morning at half past eight o'clock, which motion the Court granted. And thereupon the Court selected ten persons, having the qualifications of a juror, and caused to be issued a venire for said persons for their appearance tomorrow morning at half past eight o'clock. And, the said Burl McLaughlin, Charles Snider, and Arthur Hartshorn still failing to appear, and the panel being incomplete, the Court at this four o'clock P.M. adjourned until tomorrow, Wednesday, morning at half past eight o'clock.

Court convened pursuant to adjournment on Wednesday October 17th, 1900, at 8:30 o'clock A. M.

Present Hon. Charles M. Melhorn, Judge.

The State of Ohio. — Court of Common Pleas, Union Co. O.

1063 — Vs. — Indictment for Murder in the first degree.

Rosslyn H. Ferrell, alias &c. — Oct. 17th, 1900 Entry.

Upon the motion of the prosecuting attorney and it appearing to the Court to be necessary to procure the testimony in this case of Edward M. Woodcock, now confined in the Ohio Penitentiary it is ordered that a subpoena be issued, directed to the Warden of said penitentiary commanding him to bring the said Edward M. Woodcock before the Court. Charles M. Melhorn, Judge.

Victor H Ball

Vs.

Allen B. Struthers

Oct. 17th, 1900.

This day this cause is settled and costs paid.

Sept. Term 1900

Creed M. Boord
vs.
Eltha M. Boord
7821

Oct. 17th, 1900

This cause came on to be heard on the pleadings and evidence (the plaintiff having asked and had leave of the Court to withdraw his reply). On consideration whereof the Court finds that the plaintiff is not entitled to a divorce on the grounds set forth in his petition. The Court further finds that the allegations in the defendants cross petition are true; that the parties were married as stated therein, and that the plaintiff has been guilty of gross neglect of duty as in the cross-petition set forth, and that by reason thereof the defendant is entitled to a divorce as prayed for by her. It is therefore adjudged and decreed that the marriage contract heretofore existing between the parties be, and the same is hereby dissolved, and both parties released from the obligations of the same. It is further ordered that the defendant be and she is restored to her maiden name of Eltha M Graham. and that the plaintiff pay the costs of this proceeding taxed to h.

State of Ohio,
vs.
1053. Roslyn H Ferrell, alias
Roscoe H. Ferrell, alias
Charles R. H. Ferrell

Oct. 17th, 1900.
In Court of Common Pleas of
Union County, Ohio.
Indictment for Murder in the first degree.

The Jury.

Third Day of Trial

This day came the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff, and his attorneys also coming; thereupon at request of said defendant by his counsel, the call of the venire of twenty-four persons, summoned to appear on yesterday, proceeded, and thereupon, Burl McLaughlin, Charles Snider, and Arthur Hartshorn, appeared in answer to thereto. And the defendant by his counsel challenged Burl McLaughlin and Charles Snider, each for cause, which challenges were respectively sustained by the Court. And the Court for cause shown, excuses Arthur Hartshorn, and Martin Erich, the latter on account of physical disability.

Appointment of member of Jail Committee.

Return of Fourth Venire.

The Special Venire for ten persons issued on the 16th day of October, 1900 was returned this 17th day of October, 1900. endorsed as follows:- "Marysville Ohio, Oct. 17th 1900.
The following named jurors were severally summoned by me, as within required, on the days and in the manner hereinafter specified."

No.	Name	Township	When Served	How Served	Miles.
1	Emanuel Jarvis	Paris	Oct. 16th, 1900.	Personal	6.
2	Franklin Turner	Liberty	Oct. 16th, 1900	Personal	16.
3	Frank Finley	Liberty	Oct. 16th, 1900	Residence	16.
4	Frank Jewell	(Not found)			
5.	H. A. Williams	Liberty	Oct. 16th, 1900	Personal	20

Sept. Term 1900.

6	A. E. Knox	Liberty	Oct. 16th, 1900	Personal	20.
7	Wm. Winters	Liberty	Oct. 16th, 1900	Personal	20.
8.	Wm. Mitchell	Taylor	Oct. 16th, 1900	Personal	20.
9	J. J. Taylor	Taylor	Oct. 16th, 1900	Personal	20.
10	Leny Watts	Taylor	Oct. 16th, 1900	Personal	18.

Frank Jewell was not found in the County and was not served. Sheriff's Fees:- Copies 1.00 mileage $2.40 service $4.00 Total $7.40

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

Thereupon, at the request of the defendant, by his counsel, the Clerk called the venire for ten persons heretofore issued at the request of the said defendant by his counsel, and made returnable on this Wednesday morning, and the following named persons appeared in answer thereto, to-wit:- Emanuel Jarvis, Franklin Turner, Frank Finley, H. A. Williams, A. E. Knox, William Winters, William Mitchell, J. J. Taylor, and Leny Watts. Frank Jewell, named in said venire was not found in the County. And the Court excused Franklin Turner on account of physical disability. And the defendant by his counsel, challenged Frank Finley, which challenge was, by the Court sustained, and the jury being complete, the following named persons being tried and accepted to-wit:- D. N. Beckley, A. J. Miller, John Montgomery, James Shirk, Sherman Jolliff, George Westlake, Joseph Roff, Solomon Turner, Charles Grammaan, John Redmore, Emanuel Jarvis, and H. A. Williams, were duly impaneled and the following oath administered to them:- "Do each of you solemnly swear that you will well and truly try, and true deliverance make, between the State of Ohio, and the prisoner at the bar, Rosslyn H. Ferrell, alias Rosscoe H Ferrell, alias Charles R. H Ferrell; so help you God."

The Jury.

And the trial proceeded; and the said Jury having heard the testimony adduced in part, the Court adjourned the further hearing of the case until tomorrow morning at half past eight o'clock.

Court convened at 8:30 o'clock Thursday morning Oct. 18th, 1900.
Present, Hon. Charles M. Melhorn, Judge.

Appointment of member of Jail Committee.

In the matter of the appointment of a member of the Committee to act upon the plans, drawings, materials, costs &c. of remodeling the County Jail.

Court of Common Pleas
of Union County, Ohio.
Journal Entry.
Oct. 18th, 1900.

This day, as provided by Sec. 797 of Revised Statutes of Ohio, Wm. G. Snodgrass is appointed a member of the Committee, as provided by said section of Statute, to act in conjunction with the Probate Judge, Sheriff and Clerk of the Court of Union County, and also in conjunction with the County Commissioners of said county, in consideration of plans, drawings, materials, cost &c. of remodeling the Jail of Union County Ohio,

Charles M. Melhorn, Judge
of Court of Common Pleas.
Union County, Ohio.

Sept. Term, 1900.

1053

Fourth Day.

The State of Ohio,
vs.
Roselyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles R. H. Ferrell.

In Court of Common Pleas,
of Union County, Ohio.
Oct. 18th, 1900.
Indictment for Murder in first degree.
Journal Entry.

This day came the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into Court in the custody of the Sheriff, and his attorneys also coming, and also came the jury heretofore impaneled and sworn in this case, and the trial proceeded. And the jury having further heard the testimony adduced in part, the Court adjourned the further hearing of the case until tomorrow morning at half past eight o'clock.

Court convened Friday Oct. 19th, 1900 at 8:30 o'clock A. M.
Present Hon. Charles M. Melhorn, Judge.

1053

Fifth Day.

The State of Ohio.
vs.
Roselyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles R. H. Ferrell, defendant.

In Court of Common Pleas of Union County Ohio.
Indictment for Murder in the first degree.
Journal Entry, Oct. 19th, 1900.

This day again came the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff and his attorneys also coming; and also came the jury heretofore impaneled and sworn in this case, and the trial proceeded; and the jury having further heard the testimony adduced in part, the Court adjourned the further hearing of the case until tomorrow morning at half past eight o'clock.

Court convened Saturday, Oct. 20th, 1900 at 8:30 o'clock, A. M.
Present Hon. Charles M. Melhorn, Judge.

1053

Sixth Day.

The State of Ohio.
vs.
Roselyn H Ferrell, alias
Roscoe H. Ferrell, alias
Charles, R. H Ferrell, defendant.

In Court of Common Pleas of Union County, Ohio.
Indictment for Murder in the first degree.
Journal Entry, Oct. 20th, 1900.

This day again came the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff; and his attorneys also coming; and also came the jury heretofore impaneled and sworn in this case, and the trial proceeded: and the Jury having heard the testimony adduced in part, the Court adjourned the further hearing of the case, until Monday morning, Oct. 22nd, A. D. 1900, at half past eight o'clock.

Court convened Monday, Oct. 22nd A. D. 1900, at 8.30 o'clock, A. M.
Present Hon. Charles M. Melhorn, Judge.

Dates for Holding Common Pleas Court.

1053.

Seventh Day.

Sept. Term, 1900.

1053.

Seventh Day.

The State of Ohio.
Vs.
Rosslyn H Ferrell, alias
Roscoe H. Ferrell, alias
Charles R. H Ferrell, Defendant.

In Court of Common Pleas of Union County, Ohio.
October, 22nd 1900.
Indictment for murder in the first degree.
Journal Entry.

This day again came the prosecuting attorney, on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff, and his attorneys also coming, Thereupon, the Jury, heretofore impaneled and sworn in this case, being called, eleven of the number appeared and answered said call, James Shirk, a juror failing to appear. Thereupon the Court having heard the evidence adduced and submitted in explanation of the said juror's absence, and being fully advised, finds that the said absent juror is unable to appear by reason of sickness, and will not be able to appear in Court this day. Therefore, for the reason of sickness, aforesaid, and none other, the Court adjourned the further hearing and trial of the case until to-morrow, Tuesday, morning at half past eight o'clock.

Dimes for Holding Common Pleas Court.

Dimes for Holding
Common Pleas Court, A.D. 1901.

State of Ohio.
Tenth Judicial District,

Entry, Oct. 22nd 1900.

It is ordered that the terms of the Common Pleas Court of the several Counties in said Tenth Judicial District, for the year 1901 be fixed as follows, to-wit:-
Crawford County, on the 4th day of Feby, and the 6th day of May, and the 14th day of Oct.
Hancock County, on the 7th day of January, and the 1st day of April, and the 16th day of September.
Hardin County, on the 7th day of January, and the 1st day of April, and the 16th day of September.
Logan County, on the 25th day of February, and the 20th day of May, and the 21st day of October.
Marion County, on the 21st day of Jany, and the 29th day of April, and the 30th day of September.
Seneca County, on the 28th day of January, and the 22nd day of April, and the 7th day of October.
Union County, on the 14th day of January, and the 15th day of April, and the 16th day of September.
Wood County, on the 7th day of January, and the 1st day of April, and the 23rd day of September.
Wyandot County, on the 14th day of Jany, and the 1st day of April, and the 16th day of September.

It is further ordered that the Hon. Frank Taylor be designated as the supervising Judge, and that said terms begin at nine o'clock A. M. — October, 16th, 1900.

J. H. Schaufelberger, Charles M. Melhorn,
Frank Taylor, James C. Tobias,
Boston G. Young, and Duncan Dow. } Judges.

The State of Ohio,
Union County ss.

I, Chas Pinkerwood, Clerk of the Court of Common Pleas of Union County, Ohio, do hereby certify that the above is a true copy of the "Dimes for Holding Common Pleas Court in the Tenth Judicial District"; as filed in this office, In testimony whereof, I have hereunto subscribed my name officially, this 22nd day of October, A.D. 1900.

Chas. Pinkerwood, Clerk of the Court.

Sept. Term, 1900.

Tuesday, Oct. 23rd. 1900, Court convened pursuant to adjournment at 8:30 o'clock A. M. Present Hon. Charles M. Melhorn, Judge.

1053. Eighth Day

The State of Ohio, vs. Roselyn H Ferrell, alias, Roscoe H. Ferrell, alias Charles R. H Ferrell, Defendant,

In Court of Common Pleas of Union County, Ohio.

Oct. 23rd. 1900.

Indictment for murder in the first degree.

Journal Entry.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff; and his attorneys also coming. Thereupon, the Jury heretofore impaneled and sworn in this case, being called, eleven of the number appeared and answered said call. James Shirk, a juror, failing to appear. Thereupon the Court having heard the evidence adduced and submitted in explanation of the said juror's absence, and being fully advised, finds that the said absent juror is unable to appear by reason of sickness, and will not be able to appear in Court this day. Therefore, for the reason of sickness, aforesaid, and none other, the Court adjourned the further hearing and trial of the case, until tomorrow, Wednesday, morning at half past eight o'clock.

Wednesday, Oct. 24th, 1900, Court convened pursuant to adjournment at 8:30 o'clock A. M. Present Hon. Charles M. Melhorn, Judge.

5744

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

Oct. 24th, 1900.

Now comes Wm. D. Hood one of the defendants herein, and it appearing to the Court that the judgment heretofore rendered in this action, to-wit: at the March Term 1889 in favor of said Wm. D. Hood and against the defendants, Henry Sparks and Hiram Harriman for the sum of $282.94 with interest and costs has become dormant by lapse of time and still remains wholly unpaid; it is therefore ordered that said judgment be revived unless sufficient cause be shown against the same within the time limited by law after the service of this order.

1053 Tenth Day

Sept. Term, 1900

1053
Truth Day

The State of Ohio
Vs.
Rosslyn H Ferrell, alias
Roscoe H Ferrell, alias
Charles R. H Ferrell, Defendant.

In Court of Common Pleas of Union County, Ohio.

Oct. 24th, 1900, Journal Entry.
Indictment for Murder in the first degree.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff; and his attorneys also coming. Thereupon, the Jury, heretofore impaneled and sworn in this case, being called, eleven of the number appeared and answered said call, James Shirk, a juror, failing to appear, Thereupon the Court having heard the evidence adduced and submitted, in explanation of the said juror's absence; and being fully advised, finds that the said absent juror is unable to appear by reason of sickness, and will not be able to appear in Court this day. Therefore, for the reason of sickness, aforesaid, and none other, the Court adjourned the further hearing and trial of the case, until tomorrow, Thursday, morning at half past eight o'clock.

Thursday, Oct. 25th, 1900, Court convened pursuant to adjournment at 8:30 o'clock, A. M. Present, Hon, Charles, M. Melhorn, Judge.

1053
Truth Day

The State of Ohio.
Vs.
Rosslyn H Ferrell, alias
Roscoe H Ferrell, alias
Charles R. H Ferrell, Defendant.

In Court of Common Pleas of Union County, Ohio.
Indictment for Murder in the first degree.
Oct. 25th, 1900.

Journal Entry.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff, and his attorneys also coming; and also came the Jury heretofore impaneled and sworn in this case, and the trial proceeded; and the Jury having heard further the testimony adduced in part, the Court adjourned the further hearing of the case, until tomorrow, Friday, morning at half past eight o'clock.

Sept. Term 1900.

7817

The Fahey Banking Co. — Court Common Pleas, Union County, O.
vs.
Michael Blue et. al. — Oct. 25th, 1900.
Order of Confirmation of Sale.

This day this cause came on to be heard upon the motion to confirm the sale made by the Sheriff, on the 20th day of Oct. 1900, and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of this Court, and the same being examined and found by the Court, in all respects in due form of law; it is order by the Court that said proceedings and sale be, and the same are hereby approved and confirmed. and the said Sheriff or his successor as Sheriff of said County, for the time being, execute and deliver to the said purchaser, The Fahey Banking Co. a deed in fee simple for said lands, and tenements by said Sheriff sold as aforesaid. And it is further ordered that the said Sheriff hold and pay over said purchase money towit:-
1st-The taxes amounting to $ 2.33.
2nd-The costs of this suit taxed at $ 45.34
3rd-And the balance amounting to $ 25.66 to the Fahey Banking Co. Plff.

1053
Twelfth Day.

Court adjourned to Friday, October, 26th, 1900.

1053
Thirteenth Day.

Court convened pursuant to adjournment on Friday, October, 26th, 1900 at 8:30 o'clock A.M. Present, Hon. Charles M. Melhorn, Judge.

1053

The State of Ohio. — In Court of Common Pleas of Union County, Ohio
vs.
Rosslyn H. Ferrell, alias — October, 26th, 1900
Roscoe H. Ferrell, alias — Indictment for murder in the first degree.
Charles R. H. Ferrell, Defendant. — Journal Entry.

Eleventh Day.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff, and his attorneys also coming; and also came the jury heretofore impaneled and sworn in this case, and the trial proceeded; and the jury having heard further the testimony adduced in part, the Court adjourned the further hearing of the case, until tomorrow, Saturday, morning at half past eight o'clock.

Sept. Term 1900.

Court convened pursuant to adjournment, Saturday, Oct. 27th, 1900 at 8:30 o'clock A.M. Present Hon. Charles M. Melhorn, Judge.

1053
Twelfth
Day.

The State of Ohio.
Vs.
Rosslyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles R. H. Ferrell, Defendant.

In Court of Common Pleas of Union County, Ohio.
Oct. 27th, 1900.
Indictment for Murder in the first degree.
Journal Entry.

This day again came the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff; and his attorneys also coming; and also came the jury heretofore impaneled and sworn in this case, and the trial proceeded; and the said jury having heard all the testimony adduced in the case, and the prosecuting attorney on the part of the State of Ohio, and the defendant by his counsel, having, respectively, rested as to the testimony; the Court adjourned the further hearing of the case, until Monday morning, the 29th day of October, A.D. 1900, at half past eight o'clock A.M.

Monday, Oct. 29th, 1900. Court convened pursuant to adjournment at 8:30 o'clock, A.M.
Present Hon. Charles M. Melhorn, Judge.

1053
Thirteenth
Day.

The State of Ohio
Vs.
Rosslyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles R. H. Ferrell. Defendant.

In Court of Common Pleas of Union County, Ohio.
Oct. 29th, 1900.
Indictment for murder in the first degree.
Journal Entry.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff; and his attorneys also coming; and also came the jury heretofore impaneled and sworn in this case, and the trial proceeded; and the jury having heard all of the testimony adduced in the case, and the arguments of the counsel in part, the Court adjourned the further hearing of the case, until tomorrow, Tuesday, morning at half past eight o'clock.

Sept. Term, 1900.

H. H. Haner.
Vs.
A. E. Mitchell et. al.

7839

Oct. 29th, 1900

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 in default to the plaintiff in the sum of one hundred and eleven and 86/100 ($111 86/100) Dollars. It is therefore considered by the Court that the said plaintiff H. H. Haner recover from the defendants A. E. Mitchell and E. Mitchell the said sum of One Hundred and Eleven and 86/100 ($111 86/100) Dollars, and costs herein expended.

D. E. Thornton, Atty for Plaintiff

7807

Court adjourned to Tuesday, Oct. 30th, 1900.

Tuesday, Oct. 30th, 1900 Court met pursuant to adjournment at 8:30 oclock, A. M.
Present Hon. Charles M. Melhorn, Judge.

7837

1053
Fourteenth Day.

The State of Ohio,
Vs.
Roselyn H Ferrell, alias
Roscoe H Ferrell, alias
Charles R. H Ferrell, Defendant.

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

October, 30th, 1900.
Indictment for Murder in the first degree.

Journal Entry.

This day again came the Prosecuting Attorney, on behalf of the State of Ohio, the defendant being brought into Court in charge of the Sheriff, his attorneys also coming, Also came the jury heretofore impaneled and sworn in this case, And the trial proceeded. And the said jury having heard the arguments of counsel for both the State and the defendant, and the charge of the Court, the said jury retired to their room, in charge of the Sheriff, for deliberation, And afterward the said jury, after deliberation upon the testimony, the argument of counsel, and the charge of the Court, in this case, returned the following verdict, to-wit:-

"The State of Ohio
Vs.
Roselyn H. Ferrell, alias
Roscoe H. Ferrell, alias
Charles R. H. Ferrell, Defendant,

—Verdict in Criminal Case—
Court of Common Pleas, Union County, Ohio.
September Term, A. D. 1
Indictment for Murder in the first degree.

"We, the jury, in this case, find the said defendant guilty of murder in the first degree in the manner and form as he stands charged in the said indictment.

October 30, 1900

(Signed) Emanuel Jarvis, Foreman."

Whereupon at the request of counsel for the defendant, the Court ordered that the jury be polled, And upon each

juror being called by name, and inquired of if the verdict just read was his verdict, each for himself separately answered, "It is". And, thereupon, the said defendant is ordered into the custody of the Sheriff to await sentence. Thereupon, at twenty-five minutes past eleven o'clock P.M. the Court adjourned until tomorrow, Wednesday, morning at half past eight o'clock.

Elias Reynolds — Court of Common Pleas, Union County, Ohio.
7807 Vs. — Oct. 30th, 1900.
Konrad Pfarr et. al.

Now comes the plaintiff and defendants in the above case, and for the amount of $2243.00 and costs the plaintiff by his attorney, F. A. Thompson, hereby dismisses the above case without record.

F. A. Thompson, Attorney for Elias Reynolds.

Court convened pursuant to adjournment on Wednesday, Oct. 31st, 1900 at 8:30 o'clock A. M. Present Hon. Charles M. Melhorn, Judge.

7837 Lizzie H. Morey
Vs.
Albert H. Morey — Oct. 31st, 1900

Now comes the plaintiff and the defendant having been legally summoned by publication and also by summons 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 further finds that the plaintiff at the time of filing her petition has been a resident of the State of Ohio for one year next preceding the same, and was at the time of filing her petition 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 finds, upon the evidence adduced that the defendant has been guilty of willful absence for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Lizzie H. Morey and Albert H. Morey be, and the same hereby is dissolved, and both parties are released from the obligations of the same.
It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Two hundred and fifty dollars. It is further ordered that the said plaintiff pay the costs herein taxed at $9.23.

Court adjourned to Friday, Nov. 2nd, 1900.

Sept. Term, 1900.

Court met pursuant to adjournment on Friday, Nov. 2nd, 1900 at 8:30 oclock a. M. Present Hon. Charles M. Melhorn, Judge.

7753 In re assignment of Caleb Haines to Samuel Sherwood and H. M. Ballinger,
vs. Nov. 2nd 1900.
Samuel Sherwood, assignee, and Margaret Haines,

7800 Mary E. Aspery
vs. Nov. 2nd, 1900.
Wm H. Aspery.

Now came the plaintiff and the defendant having been duly served by publication and having failed to appear, the Court find him in default for answer and demurrer to said petition and that the allegations thereof are confessed by him to be true. The Court further find from the evidence adduced that the defendant has been guilty of wilful absence for three years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary E. Aspery and Wm H. Aspery, be and the same hereby is dissolved and both parties are released from the obligations of the same,

It is further ordered that the plaintiff be awarded the custody of the minor child; and that the plaintiff pay the costs of this action,

7769

Sept. Term, 1900.

1053 The State of Ohio. In the Court of Common Pleas of Union County, Ohio.
Vs. November 2nd, 1900.
Rosslyn H. Ferrell, alias Indictment for murder in the first degree.
Roscoe H Ferrell, alias On motion for new trial
Charles R. H Ferrell, Defendant. Journal Entry.

This day came the prosecuting attorney, on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff, and his attorneys also coming, and, thereupon, this cause came on to be heard upon the said defendant's motion for a new trial in the premises. Thereupon, by agreement of the respective counsel for the said defendant, and the State, stated in open Court, the defendant being present, the Court finds and, on consideration, orders that, the said motion being filed during this day, the same being the last day therefor, the defendant herein is allowed until 12 o'clock M. on Monday, the 5th day of November, A.D. 1900, to file affidavits in support of the said motion; the State is allowed and given Monday afternoon, Tuesday, and Wednesday, next ensuing respectively, to file affidavits in reply thereto; and the said defendant is allowed Thursday, November 8th, A.D. 1900, to file affidavits in rebuttal thereof. And, thereupon, the Court assigned and set Friday, the 9th, day of November, A.D. 1900, at half past eight o'clock a. m. for the further hearing of the said motion, to which time this cause stands adjourned.

Court convened pursuant to adjournment on Friday, Nov. 9, 1900 at 8:30 o'clock A. M.
Present Hon. Charles M. Melhorn, Judge.

Thomas Reed
7769 Vs Nov. 9th, 1900
The Village of Marysville.

This day this cause came on to be heard on the motion of plaintiff for a new trial in this cause and was argued by counsel in consideration whereof the Court overrule said motion to which decision ruling and judgement of the Court the plaintiff excepted
It is therefore considered and adjudged by the Court that the defendant go hence without day and recover of the plaintiff its costs herein expended taxed at $ — no record to be made unless ordered at request.

John. S. Boylan
Vs. Nov. 9th, 1900.
Kirby G. Roots et. al.

This day upon hearing of this cause, it is ordered by the Court, that the funds due to the defendants be paid to D. W. Ayers, Administrator, and that the liens follow the funds to the Probate Court, and that the mortgages on record be cancelled, and the Clerk is directed to enter the cancellation of the said mortgages liens and deduct the defendants share of the costs herein.

Sept. Term 1900

7701 Ellen E. Gibson
vs.
John Gibson

Nov. 9th, 1900.

At request of plaintiffs attorney this action is dismissed this ninth day of November A. D. 1900. at plaintiffs cost without prejudice to a new action.

1053. The State of Ohio
vs.
Rosslyn H Ferrell, alias
Roscoe H Ferrell, alias
Charles R. H. Ferrell, Defendant.

In the Court of Common Pleas of Union County, Ohio,
November, 9th, 1900

Indictment for Murder in the first degree.
Journal Entry on Motion for a new trial.

1027

This day came the Prosecuting attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff, and his attorneys also coming; Thereupon, this cause came on to be further heard on the motion for a new trial of said cause, pursuant to adjournment, And the said motion was argued by counsel and submitted to the Court, Thereupon, the Court, after full consideration thereof, overrules said motion. And, thereupon, the defendant being in Court, in the custody of the Sheriff, the said defendant was informed by the Court of the verdict of the Jury, and inquires of if he had any thing to say why judgment should not be pronounced against him, and said defendant said he had nothing to say: Thereupon, the Court pronounced sentence 7753
in the words and figures following to:wit:- "It is, therefore, the sentence of the Court that you, Rosslyn H. Ferrell, alias Roscoe H. Ferrell, alias Charles R. H. Ferrell, be taken hence to the Jail of Union County, Ohio, and that within the next thirty days the Sheriff of said County convey you to the Ohio Penitentiary, at Columbus Ohio, and deliver you to the warden of said Penitentiary, and that you be there safely kept until Friday, the first day of March, A. D. 1901, on which day and before the hour of sun-rise of said day, and within the walls of said Ohio Penitentiary, at Columbus, Ohio, the Warden of said Penitentiary, or his deputy, shall cause to pass through your body a current of electricity of sufficient intensity to cause your death; and that the application of such current of electricity shall be continued by said Warden, or his deputy, until you are dead, That you pay the costs of this prosecution, and execution is awarded." To which ruling of said motion, and pronouncement of sentence, the said defendant, by his counsel, then and there excepted. And fifty days are allowed for the preparation and allowance of a bill of exceptions in the premises.

1053 The State of Ohio,
vs.
Rosslyn H. Ferrell alias,
Roscoe H. Ferrell, alias,
Charles R. H. Ferrell, Defendant.

In the Court of Common Pleas of Union County, Ohio.
November, 9th, 1900. Journal Entry.
Allowance of Attorney's fees.
Indictment for Murder in the first degree.

On motion to the Court for the allowance of Attorney fees in this cause, the Court on consideration thereof, do fix and allow Attorney fees herein as follows, to:wit:- To James McCampbell, assistant to the Prosecuting attorney, the sum of $250.00 and the sum of $50.00 for expenses in the preparation of said case; and to Richard L. Cameron, and R. S. Hoodburn, counsel appointed for the said defendant, each the sum of $250.00, and the sum of $50 each, for expenses in the preparation of the defense herein,

Sept. Term 1900.

1026 The State of Ohio. Indictment for Horse-stealing
Vs. Nov. 9th, 1900.
Durell Starbs

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment, for plea thereto saith, he is "not guilty", and puts himself upon the country, and the Prosecuting Attorney doth the like; and cause is continued for want of time to try defendant, and the Court fixed bond at $500.00.

1027 The State of Ohio. Indictment for Horse-stealing.
Vs. Nov. 9th, 1900.
Durell Starbs.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment for plea thereto saith, he is "not guilty", and puts himself upon the country, and the Prosecuting Attorney doth the like; and cause is continued for want of time to try defendant; and the Court fixed bond at $500.00.

7753 In re Assignment of Caleb Haines to Samuel Sherwood, Assignee, H. M. Ballinger, Plaintiff Vs. Samuel Sherwood, assignee and Margaret D. Haines, Defendants. Sept. 21st. 1900. Entry. Filed Nov. 9th, 1900.

This day this cause came on to be heard upon the demurrer of H. M. Ballinger, plaintiff herein, to the answer as amended of Margaret D. Haines, defendant herein, and was argued by counsel and submitted to the Court; whereupon the Court being fully advised in the premises, and upon consideration of the same, do sustain said demurrer.

And this cause came on to be further heard upon the demurrer of said H. M. Ballinger, to the second amended answer of said Samuel Sherwood, as assignee of said Caleb F. Haines, and was argued by counsel and submitted to the Court; whereupon the Court being fully advised in the premises do sustain said demurrer. And neither the said Margaret D. Haines, or the said Samuel Sherwood desiring to plead further, the Court now proceed to render judgment upon the pleadings; and from the pleadings the Court find that on final settlement of said assignee in the Probate Court, that there remains a balance in his hands not distributed, to wit:- the sum of $783.65 and that the same is a balance of the proceeds of the sale of the land by the assignee, and that the claim of said Ballinger is the first and best lien on said proceeds realized from the sale of said tract of land, and superior to the claim of said Margaret D. Haines. It is therefore considered, ordered, adjudged and decreed that the said Samuel Sherwood, as such assignee, pay to said Ballinger of said balance still remaining in his hands, the claim of said Ballinger free and clear of all costs and expenses made in this cause, and that the said Samuel Sherwood pay personally all the costs made in this cause, except that made by said Margaret D. Haines, and that said Margaret D. Haines pay the costs in this case, except

Sept. Term 1900

7845

that portion adjudged against said Sherwood, to wit:- Each is adjudged to pay the proportion of the costs made and caused to be made by each, respectively, and in default of payment that execution issue therefor.
To all of which rulings, findings and judgments of the Court effecting the said Margaret D. Haines, she excepts, and especially excepts to the consideration and judgment of the Court in sustaining the demurrer of the said H.M. Ballinger to the answer of said Margaret D. Haines, as amended.
Supersedeas bond to be filed by Margaret D. Haines fixed at $200, conditioned according to law.

Certificate For Pay.

To Hon. Charles M. Melhorn, Judge.

Sheriff's Office, Union County, Ohio.
Marysville, Ohio, November, 9th, 1900.

The Court charges for the September, Term, A.D. 1900, 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
" 130 miles travel serving Grand Jury Venire		10.40
" serving Petit Jury Venire		4.00
" 118 miles travel serving Petit Jury venire		9.44
" serving Special Jury Venire		4.00
" serving Grand Jury Witnesses		13.60
" making 136 copies, Grand Jury Witnesses		13.60
" 1624 mi. travel serving " " "		129.92
" calling " " "		7.15
" 36 copies for Special Jury Venire		3.60
" 132 mi travel " " "		10.56
" serving " " "		4.00
" 2 copies for Alias Special Venire		.20
" 50 mi travel " " "		4.00
" serving " " "		4.00
" 24 copies on Special Jury Venire		2.40
" 70 mi. travel " " "		5.60
" serving " " "		4.00
" 10 copies on " " "		1.00
" 30 miles travel " " "		2.40
" serving " " "		4.00
" Joseph Lawrence Court Bailiff 38 days		76.00
" Allen Haines Deputy Sheriff 38 days		76.00
Total		$393.87

I 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.

Charles M. Melhorn, Judge of the Common Pleas Court.

Sept. Term 1900.

7845 In re Estate of Marcella R. Johnson, deceased. In the Common Pleas Court of Union County, Ohio. Fourth & Final Account, Nov. 10th, 1900.

This day this matter came on to be heard on motion to confirm account of John E. Griffith, executor of the estate of Marcella R. Johnson, late of Union County, Ohio, deceased, having heretofore, to-wit: On the 15th day of October, 1900, filed in this Court his fourth and final account, and notice of the time of hearing thereof having been given as required by law, by publication in the Marysville Tribune, a newspaper published, and of general circulation in the County aforesaid, for not less than three consecutive weeks from and after the 17th day of October 1900, and no exceptions having been filed thereto, the said account, together with the vouchers accompanying the same, are now here examined by the Court. And said account on such examination, being found correct, is allowed and confirmed; and the Court do find the said Executor chargeable with assets of said estate in the sum of $178.00, and that he is entitled to credits in the sum of $178.00, as shown by said vouchers.

This day this matter came on to be further heard on motion of the said Executor for the allowance of $10.68 as his legal compensation, on consideration whereof, the Court being fully advised in the premises, the said Executor is allowed said sum of $10.68 as his legal compensation.

It is therefor ordered by the Court that the said Executor retain out of the money of said estate the sum of the item last aforesaid, to-wit:- $10.68.

And the Court do further find that there is a balance of nothing in the hands of the said Executor due said estate, and said account is settled accordingly; and the said John E. Griffith, having resigned, in the Probate Court of said Union County, Ohio, as such Executor, this account is hereby allowed, as the final discharge of said Executor, and his sureties are hereby discharged.

It is further ordered by the Court that said John E. Griffith Executor, as aforesaid, pay the costs of the proceedings aforesaid, taxed at $, within ten days, and that said account and proof of publication, together with a transcript of the findings and orders of this Court in the premises be returned to the Probate Court of this County for record as prescribed by law.

Charles M. Melhorn, Judge of
The Court of Common Pleas of Union
County, Ohio.

Court adjourned to Friday, Dec. 14th, 1900.

Sept. Term 1900

Order to Draw Jury

Court met pursuant to adjournment on Friday, Dec. 14th, 1900.
Present. Hon. Charles. M. Melhorn, Judge.

7860 In the matter of the Guardianship of
Morgan Savage.
John M. Brodrick, Guardian. Dec. 14th, 1900.
Filing First and Final Account.

This day came John M. Brodrick, Guardian of the person and estate of Morgan Savage, a Lunatic of Union County, Ohio, and presented his first and final account in settlement of said Guardianship duly verified. The said John M. Brodrick, Guardian as aforesaid being the Probate Judge of said County, this matter is presented to, and acted on, by the Court of Common Pleas of said County, pursuant to the Statute,

Whereupon the Court do order the same filed and advertised for hearing on Monday the 14th day of January, A.D. 1901, at 10 o'clock P.M. to which time said matter is continued.

Charles. M. Melhorn, Judge of the
Court of Common Pleas of Union County, O.

7827 John S. Boylan
Vs. Dec. 14th, 1900.
Kirby G. Roots et. al.

This cause coming on to be heard, the Court, re-affirms former orders in this case, that Sheriff make conveyance of premises to John S. Boylan, plaintiff electing to take same and the provision as to costs, and that after payment of costs and taxes the balance due to defendant be paid to D. H. Ayers, as Administrator of A. B. Roots, and that mortgage liens of Southern Ohio Loan and trust Company, and of Michael Maloney, follow said funds in the hands of the Administrator to the Probate Court, and that the Clerk of this Court enter cancellation of said mortgages on the Mortgage Records. 7787

Sheriff's Allowance In the matter of Dec. 14th, 1900.
Allowance to the Sheriff

It is ordered by the Court that there be allowed to J. E. 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, 1900. 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 Statutes of Ohio. 7247

Charles M. Melhorn, Judge of
Common Pleas Court of Union County.
Ohio.

The following order was filed - Dec 14th, 1900.

Order to Draw Jury

Order of Court }
To Draw Jury }

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

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County, Ohio, shall on the 17th day of December, A. D. 1900, cause to be drawn according to law the names of 15 persons to serve as Grand Jurors at the next Term of said Court commencing on January 14th, A. D. 1901.

And the names of 12 persons to serve as Petit Jurors, at and during said Term of Court, and to appear on the 21st day of January, A. D. 1901 at 10 o'clock. A. M.

Duncan Doro, Judge of Court of Common Pleas, of Union County, Ohio.

7854

Laura Murphy
Vs.
George W. Murphy

Court of Common Pleas Union, County, Ohio.
Dec. 14th, 1900.

On motion of the Plaintiff herein, and good cause being shown, it is ordered that the defendant pay into the hands of the Clerk of this Court, for the maintenance of his wife and child, thirty dollars, within ten days from the Entry hereof, and thirty dollars every thirty days, thereafter during the continuance of this action, and in default of such payment, execution is awarded to issue therefor. And the defendant is injoined as prayed in the petition from disturbing plaintiff in the use or possession of the household furniture.

7787

Isaac Cowgill Executor
Vs.
M. L. Anderson

Court of Common Pleas, Union County, Ohio.
Dec. 14th, 1900.

This cause is settled without record, the defendant to pay the fees and mileage of his four witnesses, and the Sheriff's fees and mileage for subpoenaing said witnesses, to wit, the sum of $14.76, the plaintiff having paid the remainder of the costs in said action.

7242

The Citizens Home Savings Co.
Vs.
Jranuelle Houghton et. al.

Court of Common Pleas.
Dec. 14th, 1900.

On motion the Court grants leave to file answer to the cross-petition of Defendant Pullington by Jan 13th, 1901.

Sept. Term 1900.

Charles K. Davis
vs.
C. F. Gill

In Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing this 14th day of December 1900, upon the motion of the defendant to set aside the verdict of the jury, and for a new trial therein, the Court upon hearing argument of counsel thereon and after due consideration thereof overrules the same.

It is therefore considered and adjudged by the Court, that the plaintiff recover judgment against the defendant upon the verdict of the jury herein before rendered for the sum of $109.38 with interest thereon from the date of said verdict, and for costs herein expended to-wit, $ —; to all of which ruling and judgment defendant duly excepts, and fifty days is allowed by the Court for the preparation and allowance of his bill of exceptions.

R. C. Patterson, Atty for Plaintiff.
John P. Millar, Atty " Defendant.

Closing Term.

Appointment of Deputy Sheriff.

7902

Sept. Term, 1900.

Closing Term.

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 September A.D. 1900, and continued from day to day and from time to time by regular adjournments until this 14th day of December A.D. 1900, and is now adjourned without day.

Attest:-

Chas. C. Tuthorwood,
Clerk.

Appointment of Deputy Sheriff.

State of Ohio, Union County ss.

To the Hon. Duncan Dow Judge of the Court of Common Pleas of Union County.

I, Simeon F. Burnham, Sheriff of Union County, hereby appoint Allen Haines of Marysville, Ohio, to be my deputy. The said Allen Haines is a qualified elector and is not a justice of the Peace, or Mayor, and I respectfully ask that his appointment as deputy Sheriff be approved this 7th day of January, 1901.

Simeon F. Burnham, Sheriff of Union County.

The appointment of the above named Deputy is this day approved by me and the Clerk is directed to enter this appointment and approval upon the journal of this Court.

January 7th, 1901.

Duncan Dow, Judge of the Court of Common Pleas, Union Co.

7902

George Bricker
vs.
The C C C & St. L. R.R. Co.

Court of Common Pleas.
Jan 7th, 1901.

The injunction is allowed in the above case until the further order of the Court upon Plaintiff's executing a bond to the acceptance of the Clerk in the sum of One Hundred Dollars.

Jan. 7th, 1901

Duncan Dow, Judge of Court of Common Pleas.

On motion by the plaintiff, by his attorney, and good cause shown therefor, it is ordered that, on an undertaking being given in the sum of One Hundred ($100.) Dollars, with sureties approved by the Clerk of this Court an injunction be allowed to issue herein, enjoining the said defendant from "entering upon plaintiff's premises, and from taking possession thereof and erecting its fence through plaintiff's said lands on a line more than thirty feet from the center of its said track and parallel thereto," until the further order of this Court.

January Term 1901

The State of Ohio,
Union County 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 January in the year of our Lord, one thousand, nine hundred and one, held in the Court House, in the Village of Marysville, County and State aforesaid, was begun on January 14th, in the year aforesaid.

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

Simeon P. Burnham, Sheriff,
Union County, Ohio.

Attest:-
Chas. Funkhouser, Clerk of the Court of Common Pleas of Union County, Ohio.

The venire facias for a Grand Jury heretofore issued and returnable this 14th day of January A.D. 1901 at ten o'clock A.M. was duly returned by the Sheriff with his endorsements thereon as follows:- towit:-

The State of Ohio, } On the 17th day of December, 1900, I received this
Union County ss. } 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.

No.	Name	When served	How served.	No. of miles.	Appointment
1.	J. A. Gosnell	Not found	Out of the County		Court
2.	E. H. Hallon	Dec. 18th 1900	P. Card.	26	Bailiff
3.	Levi Graham	" 18" 1900	Residence	00	
4.	C. M. Perkins	" 21" "	P. Card	32	
5.	J. B. Collier	" 22" "	" "	32	
6.	Wm. S. Lee	" 20" "	" "	4	
7.	J. E. Shellow	" 19" "	" "	18	
8.	Albert Pegley	" 19" "	" "	36	
9.	Chas. Hathaway	" 21" "	" "	32	
10	J. Hartshorn (Jr.)	" 18" "	" "	18	
11.	Wm. Stillings	" 19" "	" "	14	
12.	John Easton	" 19" "	" "	14	7679
13.	L. H. Cline	" 24" "	" "	16	
14.	Elliott Southard	" 18" "	" "	22,	
15.	S. N. McCloud	" 19" "	Personal	00.	

And upon calling the same in open Court all the above named persons appeared in answer thereto except J. A. Gosnell, The Court for cause shown excused E. H. Hallon and ordered the Sheriff to complete the panel, which was done, The following named persons compose the Grand Jury towit:- 7715

1 Levi Graham
2, E.N Perkins
3. J.B. Collier
4 Wm. S. Lee
5. J.C. Shelton
6 Albert Digley
7 Chas. Hathaway
8. J. Harlshorn Jr.
9 Jno Stillings
10 John Easton
11 S.A. Cline.
12 Elliot Southards
13 S.N. McCloud.
14. Safe Mullen. (tales)
15 James McCann. (tales)

And the panel being now complete, the Court appointed S. N. McCloud foreman, and he with his fellow Jurors took the oath in manner and form prescribed by law, and the said Jury being instructed by the Court in relation to their duties were conducted to their room attended by the proper officer.

Union. Common Pleas. January term 1901.

Appointment of Court Bailiff. Jan 14th.

It is ordered by the Court of Common Pleas in and for Union County Ohio that Joseph W. Laurence be and he is hereby appointed Court Constable and Bailiff to serve during the present term of this Court or until the Court shall otherwise direct, and as such Bailiff he shall preserve order in the Court room, open and adjourn Court, impanel juries except in Capital cases and discharge such other duties as the Court may from time to time direct.

Appointment Court Bailiff

Thereupon in open Court came the said Joseph Laurance and accepted said appointement and took oath to faithfully and impartiall perform the duties of said appointment. Jan 14 1901,

Duncan Dow.
Judge of Common Pleas Court.

7679 W.J. Roots.
Vs.
Clara Malloy.

Jan 14th 1901

This day this cause is continued on Motion and application of Plaintiff, by his attorney.

7715 Philip Speasmaker
Vs.
Walter W. Byerly.

Jan 14th 1901

Leave is given plaintiff to file reply to the answer & cross petition of William Decking and company. and same is filed.

7859. Orsamus Poling
Vs
Frank Shirk.

Union Common Pleas Jan 14th 1901

This case is continued.
Robinson & Woodburn.

7856. James H. Trent
Vs
Sheriden Viney, 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, Sheriden Viney, Elza Viney, Chloe Viney, Augustus Viney, Eliza James, George James Emma Howelland Wyatt Howell have been duly served with summons, and the defendants, Sophronia Harris, Earnest Harris Thurman Viney and Eliza Viney have voluntarily waived the issuing and service of summons and entered their appearance in this case; and that all the above defendants are in default for answer and demurrer, and that the allegations of the petition are hereby confessed by them to be true; that said defendants are all the children and heirs at law of Sidney Viney, deceased, as in said petition set forth, and that said Sidney Viney died intestate on the 31st day of May, 1900, as described in said petition: and that there is due the plaintiff from the defendants, as children and heirs of the said Sidney Viney, deceased, on the promissory note set forth in the petition with interest to the 14th day of January, 1901, the sum of $444.07.

The Court further find that in order to secure the payment of said note the said Sidney Viney, during her life time, being then a widow executed and delivered to the plaintiff, James H. Trent, her certain mortgage as in the said petition described; that said mortgage was duly left with the Recorder of Union County, Ohio on the 1st day of September, 1899, and was dully recorded in book 36 page 453, of the record of mortgages of said County and State, 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 by the Court, 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 the Court, the costs of this case, and to the plaintiff herein the sum so found due him 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, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Approved:- Dow, Judge.

7848.

7848 Kemp L Linnill
Vs
Theadore B Linnill et al. Jan 14th 1901

It appearing to the Court that the defendant Benjamin Linnill is a minor under the age of fourteen years and has been duly and legally served with summons herein on motion of the plaintiff James E. Robinson is hereby appointed guardian for the suit, for said Minor defendant.
And now comes the said James E Robinson and in open Court accept said appointment and files the answer of said minor defendant

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Kemp L Linvill
7848. Vs. Jan 14th, 1901.
Theodore B. Linvill et al.

This cause came on to be heard upon the petition of Kemp L Linvill, the answer of Theodore B. Linvill, widower, and the answer of the Guardian ad litem of Benjamin Linvill an infant defendant and the exhibits, on consideration whereof, and it appearing to the satisfaction of the Court, that all the parties have had due notice of the pendency and demand of the said petition, as required by law, and that the petitioner has a legal right and estate in the premises described in the petition and as therein set forth, and no sufficient reason appearing why partition should not be made, it is ordered by the Court, that by the oaths of Shepherd Clark, Walter Bales and Samuel Waddle, three judicious disinterested freeholders of the vicinity, one full and equal third part of the lands in said petition described be assigned and set off to the said Theodore B. Linvill as his dower estate, and that by the like oaths of the same persons partition be made of said lands subject to said dower estate in the following proportions to-wit:-
To Kemp L. Linvill one equal third (1/3) part.
To Mary C. Bay, wife of Harry E Bay, one equal third (1/3) part.
To Benjamin Linvill one equal third (1/3) part. if the same can be done without manifest injury to the premises, and if in their opinion the dower cannot be assigned, and a division so made 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 that a writ of partition issue to the Sheriff of this County, commanding him to cause said dower to be assigned and said partition to be made in accordance with this order.

7635 John Dent Dr Tolly
Vs.
David Mulford, Jan. 14th, 1901

This day this cause came on to be heard, and plaintiff came not and therefor the defendant submitted his motion to have this case dismissed for want of prosecution, and the Court being fully advised in the premises and it appearing to the Court that said plaintiff was duly notified that said case had been assigned for trial for this 14th day of January, 1901 by order of said Court it was considered by said Court that said case should be dismissed, It is therefore considered, ordered, and adjudged by the Court that said case be and is hereby dismissed for want of prosecution and that said defendant recover his costs herein expended taxed at $—.

Robinson & Woodburn.

7798 7806 7823

5744 E. J. Allen
Vs.
Henry Sparks et al. Jan. 14th, 1901.

Now comes the said Wm. D. Wood, one of the defendants in the above entitled case, and the conditional order of revivor, herein in his favor, having been duly served upon the said defendant Hugh L. Harriman, 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, towit, rendered in this action at the march term A. D. 1889, for the sum of $282.94 with interest from the 2nd day of August, 1889, and $— costs of suit do stand revived as to said Hugh L. Harriman, and execution is allowed, to issue accordingly, and also for the costs in this behalf expended.

7718 7749

7849 Alice Clayton
Vs.
John M. Clayton et al. Jan. 14th, 1901.

Now comes the plaintiff and dismisses this action at her own costs without prejudice to a future action.

7811

7784 William Moffitt
Vs.
Frank Sewell Jan. 14th, 1901.

This day on motion leave was granted by the Court to file petition in this cause, and same was filed and cause continued.

7538

7797 George H. Drumm
Vs.
Chas. A. Sarcomb, Jan. 14th, 1901.

This day on motion leave was granted by the Court to file answer or demurrer in the above cause in five days.

Chas. Silleman

7798 Vs. Jan. 14th, 1901

Chas. A. Sarcomb.

This day on motion leave was granted by the Court to file answer or demurrer in the above cause in five days.

The Board of Education of Jerome Tp.

7806. Vs. Jan. 14th, 1901.

Special Board et. al.

This day this cause came on to be heard and was ordered to be left off docket, to be reinstated on motion.

Harmon N. Baxley

7823 Vs. Jan. 14th, 1901.

Georgiana Maria Snider et. al.

This day on motion the Court granted leave to file amended petition in five days; and also granted leave to make Abbie A. Baxley party defendant.

7718 Edward Roush.

Vs. Jan. 14th, 1901

Anna B. Brown et. al

This day this cause came on to be heard and was reported settled, whereupon the Court rendered judgment against the plaintiff for costs.

Edward E. Cole

7749 Vs. Jan. 14th, 1901

Mary J. Jewell.

This day this cause came on to be heard and was ordered to be left off docket to be reinstated on motion.

Ida L. Childs

7811 Vs. Jan. 14th, 1901.

Chas. A. Sarcomb

This day on motion leave was granted by the Court to file answer or demurrer in the above cause in five days.

7538 Susan Bonnett.

Vs. Jan. 14th, 1901.

Jennie M. Rogers et. al.

This day this cause came on to be heard and was ordered by the Court to be left off docket to be reinstated on motion.

Court adjourned to Tuesday, January, 15th, 1901.

Appointment

Tuesday January 15th, 1901, Court met pursuant to adjournment, at 9 o'clock A. M.

Present Hon. Duncan Dow, Judge.

Lucy A. Hammond, Ex.

7746 Vs. Jan. 15th, 1901.

Jane Gordon, et. al.

This cause came on this day to be heard upon the motion to make the Reply more definite and certain; and upon consideration by the Court, said motion is sustained.

Laura Murphy

7854 Vs. Jan. 15th, 1901.

Geo. W. Murphy.

Report of Grand Jury.

This day the Court granted leave for the defendant to plead in ten days.

Joshua Richardson Guardian &c.

7747 Vs. Jan. 15th, 1901.

B. F. Parson et. al.

This day the plaintiff herein asked and obtained leave to amend instanter, his original supplemental petition heretofore filed in this case; and the Court also gave him leave in said amendment to utilize and use his supplemental petition, or so much thereof as he desired; reasonable notice to be given J. L. Southard, at Bellefontaine, O. attorney for some of the defendants.

Minia Patrick

7850 Vs. January 15th, 1901.

Eugene G. Patrick

This day this cause came on to be heard, upon the petition and evidence, the Court being fully advised in the premises finds that the plaintiff has been a resident of the State of Ohio, for more than ten years last past and during the last seven years she has been a bona fide resident of the County of Huron, The Court further finds that the defendant has been duly and legally notified of the filing and pendency of the petition in this case, The Court further finds that the defendant has been guilty of willful absence from plaintiff for more than three years prior to the filing of the petition in this case and that the facts stated in the petition are true and that by reason of the premises the plaintiff is entitled to a divorce from the defendant.

It is therefore considered, adjudged and decreed, by the Court that the marriage relation heretofore existing between the parties be, and the same is set aside and the marriage contract wholly annulled, both parties being released from the same. It is further ordered and decreed that the care, custody, nurture and education of the minor children named in the petition be and hereby is given to the plaintiff. And the plaintiff is ordered to pay the cost hereof.

Marysville, O. Jan, 15th, 1901.

Appointment — It is ordered by the Court of Court of Common Pleas, that Geo. M. McCrek be and he is hereby appointed a member of the Soldiers Relief Commission for Union County for the term of three years from the 1st Monday in October, 1900.

Duncan Dow, Judge.

Court adjourned to Wednesday, Jan. 16th, 1901

Court met pursuant to adjournment, Wednesday, Jan, 16th, 1901 at 9 o'clock, A. M.

Present Hon. Duncan Dow, Judge.

Report of Grand Jury. — To the Honorable Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio.:

The Grand Jury of the Court of Common Pleas of said County, of the January Term, 1901, beg leave to report that they have been in session three days, and herewith return to the Court the Indictments presented by said Jury. We have carefully examined into all such matters as have legitimately come to our notice, having examined over seventy-two witnesses, covering twelve cases, and presented two bills and ignored ten, 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 the government of its inmates have been carried out and properly enforced.

We commend the County Commissioners in their action in the matter of providing for a new Jail, which in our opinion is very much needed.

Jan. 16th, 1901.

Respectfully Submitted.
S. N. McCloud, Foreman.

Court adjourned to Thursday January, 17th, 1901.

Thursday, Jan. 17th, 1901, Court met pursuant to adjournment at 9 o'clock A.M.

Present, Hon. Duncan Dow, Judge.

7855 Ella Miller
Vs.
James H. H. Miller

Jan. 17th, 1901,

This day this cause came on to be heard upon the petition and testimony of witnesses, the defendant being in default for answer and the Court being fully advised in the premises do find for the plaintiff:- 1st- That they were married as stated in her petition. 2nd:- That the defendant had been duly notified of the pendency of this petition. 3rd:- That said defendant had been guilty of willful absence for more than three years last past. It is therefore ordered and adjudged by the Court that a complete divorce be granted the plaintiff and that each party be released from the obligations thereof and that the plaintiff recover the costs herein expended at $ ---.

J. L. Horn et. al.
Vs.
7840 The Varuna Water Company

Court of Common Pleas.
Jan. 17th, 1901.

And now this cause coming on for hearing on the report of James F. Woods, referee, which together with all matters and findings therein, is hereby approved, and confirmed as the finding of this Court, and it thereby appearing to the Court that said corporation is probably insolvent and that it will be beneficial to the interests of the stockholders to have said corporation dissolved and no cause to the contrary being shown, It is therefore ordered and adjudged that said corporation, The Varuna Water Company, be dissolved, and D. H. Wagers is hereby appointed receiver of all the estate and effects of said dissolved corporation, And upon his giving an undertaking to the acceptance of the Clerk of this Court, in the sum of $5000.00 he shall be vested with all the estate both real and personal, of said dissolved corporation, and shall be trustee of said estate for the benefit of the creditors of the corporation and its stockholders; and shall have all the power and authority conferred by law upon trustees to whom assignments are made for the benefit of creditors. And he is hereby ordered to proceed in the manner provided by law for such trustees to dispose of said property and to wind up the business of said corporation.

Duncan Dow, Judge of said Court.

7853

7828

Samuel McElroy

7853 Vs. Jan. 17th, 1901.

Jacob M. Holden et.al.

This cause came on to be heard on the plaintiffs petition and evidence, and the Court upon due consideration thereof finds that the defendant Charles McElroy and Ida F McElroy waived the issue of summons and duly entered their appearance herein, and that the defendants, Jacob M. Holden, Nancy C. Holden, David H. Chenoweth, and Ruth Chenoweth, are non-residents of the State of Ohio, and have been duly served by publication, as provided by law, and all of said defendants being in default of answer and demurrer, the court finds upon due consideration that the facts stated in said petition are thereby confessed by them to be true, and further finds that there has been an omission inadvertently made in a deed for the conveyance of real estate described in the petition, dated July 23rd, 1886, and recorded, in volume 61 at page 130, Union County Record of Deeds, wherein the said Jacob M. Holden and Nancy C. Holden, were grantors and David H. Chenoweth, grantee, in that the Justice before whom the said Jacob M. Holden acknowledged having signed said deed failed to certify that he had so acknowledged; and good cause being shown why an order correcting said error should be made, the same is hereby allowed and the said deed is corrected so that the certificate of the Justice before whom the said Jacob M. Holden acknowledged having signed said deed shall be in due form and according to law which the Court finds to have been the true and mutual intention of the parties. It is therefore ordered and adjudged that the certificate of the said Justice of the Peace to said deed be corrected so as to show that the signature of said Jacob M. Holden thereto was duly acknowledged by said Jacob M. Holden before him, and that, upon the filing of this order as required by law the said deed have full force and effect as if no such omission had ever existed. Duncan Dodd, Judge of said Court.

Harmon H Bayley guardian of John A + Lewis C Bayley &c.

7828 &s Jan 17th 1901

Georgianna Maria Snider. et.al.

This day this cause coming on to be heard on the petition of the plaintiff, and the cross-petition of the defendant, Abbie A. Bayley and the evidence, and the Court being fully informed in the premises, do find that the defendants have all been duly summoned, or have waived the issue and service of the same, except the defendant Abbie A Bayley, who has filed her answer and cross-petition, herein by leave of Court, and that all parties interested, are in Court. The Court further find that the defendants John A Lewis C. and Charles A Bayley each hold an equal one third (1-3) interest in the rents and profits of said lands, set forth in the petition herein, with a survivor over in favor of the living. That the said Charles A is much younger, than the said John A. and Lewis C Bayley. to wit:-

about 33 years of age. The Court further find, from the evidence, that said estate is in such condition that it yealds no rents and profits, and that it will take a great amount of money to repair, and fix up said lands, so that it will yield an annual rental, and that conditions have arisen not contemplated by the testator, at the time of making said bequest, as set forth in his last will and testament, and that it will be for the best interest of all parties interested therein, that said lands be sold and monies, derived from the sale of said lands, be held for the benefit of said persons mentioned in said last will of the said George W. Bayley, deceased. The Court further find that the defendant, Charles A Bayley, has sold all his right, title and interest in and to said land to the defendant, Abbie A Bayley, for a good and valuable consideration and that she is now the owner thereof, with a survivorship over in her favor during the life of the said Charles A Bayley, and that the prayer in her cross petition ought to be allowed.

It is, therefor ordered and adjudged by the Court, that the lands set forth in the plaintiff petition, herein be appraised by the oaths of D.H. Henderson, French Sparke and C.Y. Coads, freeholders of the County, not of kin to the petitioner, whom the Court hereby appoint for that purpose, and that they appraise said lands in two tracts, and that they return their appraisement to this Court to the said Harmon W Bayley, guardian &c. ordering that he have the same done.

Duncan Dow Judge of said Court

Sheriff's Artificate for Pay

1077

Court adjourned to Monday, Jan 21st, 1901.

1058

1060

Court met on Monday, Jan. 21st, 1901, pursuant to adjournment at 8:30 o'clock A. M.

Present Hon. Duncan Dow, Judge.

Sheriff's Certificate for Pay

Sheriff's Office, Union County, Ohio.
Marysville, Ohio, Dec, 5th, 1900.

To Hon. Duncan Dow, Judge:-

The Court charges for the January Term, A.D. 1901, 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
" 124 miles travel serving Grand Jury venire	9.92
" serving Petit Jury venire	4.00
" 108 miles travel serving Petit Jury venire	8.64
Total	$26.56

I hereby certify the above bill to be correct.
J. Ed. Robinson, Sheriff of Union County, Ohio.

To the Clerk of Courts of Union County, Ohio:-

Upon bwill make entry of the above bill and certify the same to the County Auditor.
Duncan Dow, Judge of the Common Pleas Court.

1072

State of Ohio
vs.
Matthew F. Patch

Court Common Pleas, Union County, Ohio
Indictment for Rape.
Jan. 21st. 1901

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty, and puts himself upon the Country, and the Prosecuting Attorney doth the like, And it appearing that said defendant is in indigent circumstances and unable to employ counsel, the Court, at his request, assigns Thomas Reed to defend him.

1058

State of Ohio.
vs.
Orrin Robbins

Court Common Pleas, Union County Ohio.
Jan. 21st. 1901.

This day this cause was continued on motion of the Prosecuting Attorney.

1060

State of Ohio.
vs.
Hugh Devore

Court Common Pleas, Union County, Ohio.
Jan. 21st. 1901,

This day on motion of the Prosecuting Attorney, this cause was continued.

7858 Ella Griffin vs. John Griffin — Court Common Pleas, Union County, Ohio. Jan. 21st. 1901. — 7722.

Now comes the Plaintiff, and the defendant having been legally summoned by publication, and having failed to appear the Court find John Griffin, defendant in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by defendant to be true; that the Plaintiff, at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at the time a bona fide resident of this County of Union, and that the parties thereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the Plaintiff is entitled to a divorce as prayed for. — 1026

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Ella Griffin and John Griffin, be and the same hereby is dissolved, and both parties are released from the obligations of the same. — 1027.

It is further ordered that Plaintiff pay the costs of this proceeding.

F. A. Thompson,
Attorney for Plaintiff.

State of Ohio vs. Hugh Severs — Court of Common Pleas, Union County Ohio. Jan 21. st. 1901. — 1061.

1062.

This day on motion of the Prosecuting Attorney this cause was continued.

State of Ohio vs. Edward Roffp — Court Common Pleas Union County Ohio. Indictment for Larceny. Jan 21. st. 1901. — 7744.

1068.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, the defendant being brought into Court in custody of the Sheriff; thereupon said defendant retracts his plea of not guilty, and for plea to said indictment saith he is guilty in manner and form as he stands charged; and the Court having heard the testimony adduced and being fully advised in the premises, and the said defendant being inquired of if he had anything to say why judgment should not be pronounced against him; and having nothing but what he hath already said:

It is therefore adjudged by the Court that the said defendant Edward Roffp. pay a fine of ten dollars, and the costs of this prosecution, and that he stand comitted to the Columbus Workhouse until the amount of said fine and costs shall be paid, or secured to be paid, or he be otherwise legally discharged. — 1068.

7722. Witcraft, Dickinson & Richardson. vs H. M. & C. M. Green, et. al. Court Common Pleas, Union County, Ohio. Jan 21 st. 1901.

This day on motion of the defendant leave was granted to file answer in the above action and same was filed.

1026 State of Ohio vs Durell Warbs. Court Common Pleas Union County Ohio. Jan 21 st. 1901.

This day the defendant was brought into Court, and upon inquiry the Court finds that the defendant is in indigent circumstances and unable to employ counsle. The Court, therefore at his request assign W. T. Hooper. to defend him.

1027. State of Ohio vs Durell Warbs. Court Common Pleas Union County, Ohio. Jan 21. st, 1901.

This day the defendant was brought into Court, and upon inquiry the Court finds that the defendant is in indigent circumstances and unable to employ counsel. The Court therefore at his request assign W. T. Hooper. to defend him.

1061. State of Ohio vs Hugh Severe. Court Common Pleas Union County, Ohio. Jan 21. st, 1901.

This day on motion of the Prosecuting Attorney, this cause was continued.

7744. J. M. Kennedy. vs E. W. Porter, Admr. Court Common Pleas Union County, Ohio. Jan 21. st, 1901.

This day this cause came on for hearing, and cause was dismissed at the plaintiff's cost, on plaintiff's own motion. It is therefore considered that defendant recover of the plaintiff his costs taxed at $—

1068. State of Ohio vs Edward Ropp. Court Common Pleas, Union County. Ohio. Indictment for Larceny. Jan 21. st, 1901.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the sheriff and arraigned upon said indictment for plea thereto saith he is not guilty, and puts himself upon the County and the Prosecuting Attorney. doth the like.

Court adjourned to Tuesday, January, 22nd, 1901.

Tuesday, January, 22nd, A.D. 1901, Court met pursuant to adjournment at 8:30 o'clock A. M.

Present Hon. Duncan Dow, Judge.

Jonas C. Cline
7824 Vs.
Carl Fogle.

Court Common Pleas, Union County, Ohio.
Jan. 22nd, 1901,

This day this cause was continued by agreement.

Albert Carr
7696 Vs.
The D. & O. C. R. R. Co.

Court Common Pleas, Union County, Ohio.
Jan. 22nd, 1901

This day came the parties herein, by their attorneys; also came the following named persons as jurors, to-wit:- E. L. Rinehart, M. A. Bond, H. S. Haines, G. B. Romine, Chas. A. Moran, Alfred Amerine, Jasper Graham, Chas. Davis, P. J. Isorll, Byron Galloway, and W. L. James, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and the evidence, and the said jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 8:30 o'clock.

Court adjourned to Wednesday at 8:30 A. M.

Court met pursuant to adjournment, Wednesday, Jan. 23rd, 1901 at 8:30 A. M.

Present Hon. Duncan Dow, Judge.

Harmon W. Baxley, Guardian,
7823 Vs.
Georgiana Maria Snider et. al.

Court Common Pleas, Union County, O.
Jan. 23rd, 1901.

This day came the plaintiff herein as Guardian, above named, and produced to the Court the appraisement herein made of the real estate in the petition described in pursuance of a former order of this Court, and it appearing upon examination, that said appraisement is in all respects regular and correct, the same is hereby approved and confirmed.
It is thereupon by the Court ordered that Harmon W. Baxley Guardian as aforesaid, proceed to sell the real estate aforesaid, free of dower at private vendue, on the following terms, to-wit:- 2 Acre tract cash in hand on day of sale, and 6 acre tract one third cash in hand on day of sale, one third in one year and the balance in two years, from said day of sale; deferred payments to bear interest from day of sale and to be secured by mortgage on the premises sold, And further it is by the Court ordered that said Plaintiff make due return of his proceedings herein by 1st day of next term of this Court, upon compliance with the terms thereof.

The Southern Ohio Loan & Trust Co.

7857 Vs. Court Common Pleas, Union County, Ohio.

Anna Howard & J.D. Howard, her husband, Jan. 23rd, 1901.

This day this cause came on to be heard upon the petition of plaintiff, the defendants both being in default for answer or demurrer, and the Court being fully advised in the premises, do find the statements and allegations in said petition to be true. The Court further find that the defendant Anna Howard, is indebted to the plaintiff as the plaintiff has alleged in its petition, in the sum of Three Hundred and Thirty-three and 39/100 Dollars ($333.39), with interest thereon from the 14th day of January, 1901, as alleged and claimed in plaintiff's petition, and in the constitution and by-laws of said company. And the Court further find that in order to secure the payment of said indebtedness with the interest, the said defendants executed and delivered to the plaintiff their mortgage deed to the plaintiff as alleged, and upon the real estate described in said petition, and that the said mortgage is the first and best lien upon the premises so described. And the Court further find that said claim is now overdue and payable. It is therefore considered, adjudged, and decreed, that unless the said Anna Howard shall within three days from the entry of this decree, pay, or cause to be paid, the said sum of money so found plaintiff's due as aforesaid, together with interest from said 14th day of Jan. 1901, and according to the terms of said mortgage deed that said mortgage be foreclosed, said premises ordered to be sold, and that for that purpose an order shall 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 the further order thereof.

Anna W. Piel

7907 Vs. Court Common Pleas, Union County, Ohio.

R. E. Robinson Jan. 23rd, 1901.

This day came the plaintiff by her attorney, also came F. F. Arthur, an attorney-at-law of this Court, on behalf of the defendant, and by virtue of a warrant of attorney duly executed by said defendant, and now produced to the Court, and the original is filed with the Clerk of this Court, entered appearance of said defendant, waived the issuance and service of process in this action, and with the assent of the plaintiff confessed that the said defendant is justly indebted to the said plaintiff in the sum of Seven Hundred and ninety-eight ($798.00) dollars, and also released and waived all exceptions errors, and right of appeal herein.

It is therefore considered by the Court that the said plaintiff recover from said defendant, the said sum of Seven Hundred and Ninety-Eight dollars, together with her costs herein expended taxed at $—.

Albert Carr

7696 Vs. Court Common Pleas, Union County, Ohio.

The T. & O.C. R.R. Co. Jan. 23rd, 1901.

This day again came the said parties by their attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded; And the said Jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 8:30 o'clock.

Court adjourned to Thursday, Jan. 24th, A.D. 1901

Court convened, Thursday, Jan. 24th, 1901, Present. Hon. Duncan Dow, Judge,

J. L. Horn et al. Court, Common Pleas, Union County, Ohio,
Vs. Jan. 24th, 1901.
7840
The Varnum Water Co.

Now comes W. H. Wagers, receiver, herein and presents his undertaking as required, in the sum of Five Thousand Dollars, with J. L. Horn, I. Miller and John Ogan, as sureties, which having been found to be sufficient by the Clerk of this Court is hereby approved and accepted. Upon the application of said receiver, I. H. Osborne, Melvin Middleton and C. H. Baker are hereby appointed to appraise the property in the hands of said receiver who is ordered to make due report thereof to this Court, and until then this cause is continued.

Duncan Dow, Judge of said Court.

The Milwaukee Ave State Bank.
Vs. Court Common Pleas, Union County, Ohio.
7596. R. B. Hale. Jan 24th. 1901.

This day on motion to the Court, the plaintiff obtained leave to file reply. and the same was filed.

Albert Carr. Court Common Pleas, Union County, Ohio.
Vs Jan 24th 1901.
7696 The T & O.C. R.R. Co. 7905

This day again came the said parties by their attorneys, and also came the jury heretofore impaneled and sworn and the trial proceeded. And the said jury having heard all the testimony adduced in this case, and the argument of counsel in part, said cause was continued until tomorrow morning at 8:30 o'clock.

Court adjourned to Friday Jan 25th. 1901.

Court convened, Friday Jan 25th 1901. Present Hon. Duncan Dow, Judge

State of Ohio Court Common Pleas, Union County, Ohio.
Vs. Indictment for Rape. Jan 25th, 1901.
1072. Matthew E. Patch. 7696

This day upon the motion of the defendant, by his attorney, and it appearing to the Court to be necessary to procure the testimony in this case of Edward Ropp. now confined in the Columbus Workhouse; it is ordered that a subpoena be issued, directed to the Superintendant of the Columbus Workhouse commanding him to bring the said Edward Ropp before the Court.

Approved Duncan Dow Judge

Albert Carr - Court Common Pleas, Union County, Ohio
Vs Jan 25th 1901.
The T + O.C.R.R.Co.

This day again came the said parties, by their attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded. And the said Jury having heard all the evidence, the argument of counsel, and the charge of the Court, retired to their room, in charge of the Sheriff for deliberation. And now comes said Jury into open Court with their verdict in writing signed by their foreman, and say:-

We, the Jury, 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 Nine Hundred and fifty Dollars.

Dated Jan 25, 1901. F.J. Lovell. Foreman.

Court adjourned to Monday, January, 28th, 1901.

Court convened Monday, January, 28th, 1901, at 10 A.M.
Present Hon. Duncan Dow, Judge.

7905 Harriet R. Pennington Court Common Pleas, Union County Ohio
Vs. Jan 28th, 1901
W.H. Kilbury

This day this cause was settled and all costs paid. No record.

Albert Carr Court Common Pleas, Union County Ohio.
Vs Jan 28th 1901.
The T + O.C.R.R.Co.

This day came the defendant and submitted their motion in writing to set aside the verdict found in this case for reasons assigned in said motion and also for a new trial And the Court having been fully advised in the premises overruled said motion to which ruling of said Court the said defendant then and there excepted, and on defendants consent defendant is hereby given 50 days time to reduce its exceptions to writing and file a bill of exceptions herein.

7696 The Milwaukee Ave State Bank Court Common Pleas, Union County, Ohio.
Vs
R.B. Hale. Jan 28th 1901.

The above case settled by agreement of parties at the defendants cost.- excepting the costs of the depositions and making of transcript to be paid by the Plaintiff. No record to be made of the case.-

7825 John W. McDaniels Court of Common Pleas. of Union County Ohio.
Vs. Jan 28th 1901.
D.A. Temple.

This day this cause came on to be heard upon plaintiff's motion to strike the transcript herein from the files, and to dismiss the appeal in the premises, and the same was argued by Counsel and submitted to the Court. On Consideration thereof and the Court being fully advised it is ordered that the defendant appelant have leave to file herein. in ten days a correct transcript in the premises. and that the justice of the Peace before whom said cause was tried transmit to this Court. the original papers in the case within the time aforesaid and cause adjourned.

7696 Albert Carr. Court Common Pleas. Union County Ohio.
Vs. Jan 28th 1901.
The T & O.C.R.R.Co.

The jury on a former day of this term having returned their verdict in favor of the plaintiff. viz the sum of Nine Hundred and fifty. dollars. and a motion for a new trial having been overruled by the Court. It is therefore considered ordered and adjudged by the Court. that the said plaintiff recover from the said defendant the T & O.C. Railway Company. the said sum of Nine Hundred and fifty dollars. as heretofore by the verdict of the Jury found due him together with his Cost herein expended.

7811 Ida L. Childs
Vs. Court Common Pleas, Union County, Ohio.
Chas. A. Larcomb, Jan. 28th, 1901.

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff; and was argued by counsel and submitted to the Court; whereupon the Court being fully advised in the premises overrules said demurrer, to which overruling the defendant by his attorney excepted. And on motion the Court grants defendant leave to answer in ten days.

7797 George W. Drumm.
Vs. Court Common Pleas, Union County, Ohio.
Chas. A. Larcomb. Jan. 28th, 1901

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff; and was argued by counsel and submitted to the Court, whereupon the Court being fully advised in the premises overrules said demurrer, to which overruling the defendant by his counsel excepted. And on motion the Court grants the defendant leave to answer in ten days.

7798

7235

7798

Chas. Silleman
Vs.
Chas. A. Sarcomb.

Court Common Pleas, Union County, Ohio.
Jan. 28th, 1901.

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff; and was argued by counsel and submitted to the Court; whereupon the Court being fully advised in the premises overrules said demurrer, to which overruling the defendant by his attorney excepted. And on motion the Court grants the defendant leave to answer in ten days.

7235

Uriah Cahill
Vs.
John Cahill et al.

Court Common Pleas, Union County, Ohio.
Jan. 28th, 1901.

This day this cause coming on to be heard, the Court finds that the Receiver heretofore appointed in this case, J.E. Griffith, has removed from this County, and State, and has neglected and abandoned said Receivership; it is therefor ordered by the Court that the said J.E. Griffith be and he is hereby dismissed as Receiver herein, and it is further ordered that A. C. Longbrake, be and he is hereby appointed Receiver herein of the late York Breeding Company, and before entering upon his duties as such Receiver he, said A.C. Longbrake, shall take an oath faithfully to perform them and execute with approved surety a bond for the benefit of whom it may concern in the sum of $500.00 conditioned according to law for the faithful performance of his duties as Receiver, and for the accounting for such monies as he may receive in that capacity. And thereupon said A.C. Longbrake as Receiver shall take possession of all monies, notes, due bills accounts, book of accounts, and all other evidence of debts, books, property of any kind, as reported in the report of Special Master Commissioner heretofore filed in this case, and collect the same, and for that purpose he may commence and maintain action in his own name as such Receiver. That the former Receiver, J.E. Griffith, his agent or agents, or any person representing him or any other person or persons, having money, papers, books or other property of the late York Breeding Company in his possession, are hereby directed and ordered to pay and deliver the same to the said A.C. Longbrake as said Receiver. The said A.C. Longbrake as said Receiver is hereby instructed and directed to proceed to collect all monies due the late York Breeding Company and pay out the money by him so collected to the proper parties, and to fully complete the work of Receiver herein and fully settle and wind up the affairs of said partnership the late York Breeding Company. And in order that full and ample justice may be done to all parties he is therefor further authorized to take such testimony as he may deem necessary for his proper information in this connection. And of all his acts hereunder that he make full report to this Court, together with such recommendation as he may deem proper and equitable.

Approved, Dow, Judge.

Court adjourned to Tuesday, January, 29th, 1901

Tuesday, January, 29th, 1901 at 8:30 A.M. Court convened.
Present Hon. Duncan Dow, Judge.

Court, Common Pleas, Union County, Ohio.
Jan. 29th, 1901,

7862 Mary Hush
Vs.
W.H. Loveless, S.E. McGuire, Elbert Bonnett,
John H. Hush, and J.R. Dodge, Trustees
of New Dover M.E. Church Property.

Now comes the plaintiff by her attorney 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. The Court further finds that at the time of bringing this action, the said plaintiff was in possession of the real property described in the petition, to-wit:- Beginning at the N.W. corner of lot No. 14 in the Village of Dover, thence N.2. W. to the S. line of the Henderson heirs (or Sarah Rhas) thence in a westerly direction with said S. line to a stake 2° W. of N.W. corner of lot No. 16, thence S. 2 E. to N.W. corner of said lot No. 16. thence E. with N. line of lots No. 16 & 15 to the place of beginning, containing one half acre more or less, Part of survey 3435 - 5135.
and that she had the equitable and legal estate in, and was entitled to the possession of the same; that neither the defendants in person, or as trustees nor any one of them have any estate or are entitled to the possession of said real estate or any part thereof.
and that the plaintiff ought to have her title and possession quieted as against each and every one of said defendants, as prayed for in her petition. It is therefore ordered adjudged and decreed that the title and possession of the said Mary Hush to all and singular the premises in the petition described be and the same hereby are quieted as against the defendants in their own person, and as trustees, 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 Hush, her heirs and assigns thereto; and that the defendants pay the costs of this action.

Approved. D. Dow, Judge.

Court Common Pleas, Union County, Ohio.
Jan. 29th, 1901.

7558 Morris G. Foster
Vs.
Alice Foster.

Now comes the plaintiff and moves the Court for leave to file supplemental petition in this case, which motion was granted, and supplemental petition filed.

1072. The State of Ohio. vs Matthew F Patch. Court Common Pleas, Union County, Ohio. Jan 29th 1901.

This 29th. day of January this cause came on for hearing on the demmer of the defendant To the indictment in said action for the reasons therein stated and was argued by Counsel and submitted to the Court.

On consideration whereof the Court doth overrule said demmer to which judgment of the Court in overruling said demmer, the defendant by his Counsel did at the time except.

1072 The State of Ohio. vs. Matthew F. Patch

Court Common Pleas, Jan 29th, 1901.

This day, Jan, 29th, 1901, this cause came on for trial, the Jury was duly impaneled and sworn, the State did introduce evidence against the defendant, the defendant then did introduce evidence on his behalf. The counsel for the State then made his argument to the Jury, defendants counsel did likewise, The jury was then instructed by the Court, did retire to their room, in charge of the Sheriff and did return in open Court their verdict as follows:- We, the jury, in this case being duly sworn and affirmed, to well and truly try, and true deliverance make between the State of Ohio, and the prisoner at the bar, Matthew F. Patch, do find that the prisoner at the bar not guilty.

M. F. Doty, Foreman.

Court adjourned to Wednesday, January 30th, 1901

Wednesday, January 30th, 1901, Court convened at 8:30 A. M.
Present Hon. Duncan Dow, Judge.

7851

7558. Morris W. Foster. Court Common Pleas Union County. Ohio
vs. Jan 30th 1901.
Alice Foster.

This day this cause was continued by agreement of Counsel.

1026. State of Ohio Court Common Pleas Union County. Ohio.
vs. Jan 30th 1901.
Durell Warbs. Indictment for Horse Stealing

This day on motion of the Prosecuting Attorney this cause was continued.

1027. State of Ohio Court Common Pleas, Union County Ohio.
vs. Indictment for horse stealing. Jan 30th. 1901
Durell Warbs.

Now come the prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff by his counsel thereupon said defendant asked leav of the Court to withdraw his plea of not guilty, heretofore entered which was allowed by the Court therefore said defendant being again arraigned and for plea to said indictment, saith he is guilty. in manner & form as he stands charged in said indictment. and said defendant being inquired of by the Court if he had anything to say why judgment should not be pronounced against him; and having nothing only what he hath already said; It is therefore adjudged by the Court that the said defendant, Durell Warbs by be imprisoned in the Penitentiary of this State, and kept at hard labor, but without any solitary confinement for the period of one year; and that he pay the costs of this prosecution for which execution is awarded.

7827

Approved by Duncan Dow Judge

7838 The State of Ohio ex re Retta Patch.
vs. Court Common Pleas, Union County, Ohio.
Matthew T. Patch Jan. 30th, 1901.

Neither the said Retta Patch nor the Township Trustes of Darby Township, appearing for the purpose of further prosecuting the above complaint, the same is dismissed by the Court without prejudice at Plaintiffs costs, and the defendant is ordered released from custody of the Sheriff.

Dow, Judge.

7851

Sarah E. Gibson In the Court of Common Pleas of Union County Ohio
vs.
William W Gibson Jan 30th 1901.
Decree for Divorse

This day came the Plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court finds him in default for answer and demurrer to the said petition, and finds that the allegations thereof are confessed by him to be true. The Court also finds, from the evidence addueed that the plaintiff, at the time of filing her said petition, had been a resident of the State of Ohio, for one year next proceeding the same, and was at that time a bonafide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further finds upon the evidence addueed, that the defendant has been guilty, of extreme cruelty, toward plaintiff, of gross neglect of duty in failing to provide plaintiff with the common necessaries of life; and that the said defendant has been guilty of habitual drunkeness for more than three years, as alleged. The Court finds that by reason of the causes aforsaid the plaintiff is entitled to a divorce as prayed for.

It is therefa considered, ordered, and adjudged by the Court that the marrage contract heretofore existing between the said Sarah E Gibson and William W Gibson, be, and the same hereby is, dissolved, and both of the said parties are hereby released from the obligations of the same.

It is further considered and adjudged by the Court that the Sarah E Gibson, plaintiff as aforesaid, pay the cost of this proceeding, and execution is awarded.

F. O. Penny.
vs.
The Village of Richwood

7827

Court Common Pleas Union County, Ohio
Jan. 30th, 1901.

This day came the parties herein by their attorneys; also came the following named persons as jurors, to-wit:—
E. L. Rinehart, M. R. Bond, H. J. Haines, G. B. Romine, Chas. A. Moran, Alfred Amerine, Jasper Graham, Chas. Davis, D. J. Sorrell, M. F. Doty, and H. L. James, who were duly impanelled and sworn according to law; and thereupon the case came on for hearing on the pleadings and the evidence, and the said Jury having heard the testimony addueed in part, said cause was continued until tomorrow morning at 8:30 o'clock.

Court adjourned to Thursday, Jan. 31st. 1901

Thursday, January. 31 st. 1901, Court convened at 8:30 o'clock, A. M.
Present Hon. Duncan Dow, Judge.

7827 P. O. Penny
Vs.
The Village of Richwood, Court Common Pleas, Union County, Ohio.
Jan. 31 st. 1901.

This day again came the said parties by their attorneys, and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 8:30 o'clock.

Court adjourned to Friday, Feb. 1st. A. D. 1901.

Friday, Feb. 1st, A. D. 1901, Court convened at 8:30 o'clock A. M.
Present Hon. Duncan Dow, Judge.

7748 Emma Sharp et. al.
Vs.
Mary Mathers et. al. Court Common Pleas, Union County, Ohio.
Feb. 1st. 1901.

This day this cause came on to be heard upon the petition, the answer of Guardian for the suit for Dolph Mathers, minor defendant, and the pleadings and record in the cause, and was presented by counsel; on consideration whereof, and it appearing to the satisfaction of the Court that all and every of said defendants have been duly notified of the bringing, pendency and demand of said action, against them as required by law, and that said plaintiff 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 as prayed for in said petition, It is ordered by the Court on motion of J. M. Krumdy attorney for said plaintiff that by the oaths of E. S. Price, J. B. Cole and H. M. Pitsworth, judicious, disinterested freeholders of the vicinity, upon actual view of the premises one full equal third part of said real estate in said petition described be set off and assigned to said Widow Mary Mather as her dower estate therein and that by the like oaths of said E. S. Price, H. M. Pitsworth and J. B. Cole, and upon like actual view, partition be made subject to the dower estate of Mary Mather, in the following proportions, to-wit:- To Charles Mather one equal 8th part thereof, to Ellis Cole one equal 8th part thereof, to Joseph Mather one equal 8th part thereof, to Mahlon Mathers one equal 8th part thereof, to Harlow Mather one equal 8th part thereof, to Ralph Mather one equal 8th part thereof, to Christopher Mather one equal 8th part thereof, and to the plaintiff Emma Sharp one equal 8th part thereof, if the same can be done without manifest injury to the value thereof, if not that said premises free, and subject to the dower of said Mary Mather 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 be made according to law.

Emma Sharp et. al.

7748 Vs. Court Common Pleas, Union County, Ohio.

Mary Mather et. al. Feb. 1st. 1901.

It is ordered by the Court that A. H. Kollefrath, be and he is hereby appointed Guardian ad litem for the suit for Ralph Mather, a minor defendant named in the petition herein, and the said A. H. Kollefrath appeared in open Court and accepted said appointment.

F. O. Penny

7827 Vs. Court Common Pleas, Union County, Ohio.

The Village of Richwood. Feb. 1st. 1901.

This day again came the said parties by their attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded, And the said Jury having heard all the testimony in this cause said cause was continued until Monday, Feb. 4th, 1901 at 10 o'clock P. M.

In the matter of the Will of

7900 Court Common Pleas, Union County, Ohio.

Conrad Dellinger, deceased Feb. 1st. 1901.

Be it remembered that heretofore, towit, on the 26th day of January, A.D. 1901 an instrument of writing purporting to be the last Will and Testament of Conrad Dellinger late of Darby township, in this County, deceased, was produced in open Court, in the Probate Court of Union County, Ohio, and offered for Probate, and was then filed. And it now being shown to the satisfaction of the Court that due notice of the filing of said Will and of the application to admit the same to Probate and Record in said Probate Court, has been given to the next of kin of the testator, resident of the State of Ohio, pursuant to a former order of said Probate Court, and that the Probate Judge of this County, being one of the subscribing witnesses to said Will, and having duly certified the hearing thereof into this Court as provided by Statute; thereupon, on this day came A. C. Longbrake, and John M. Brodrick, the subscribing witnesses to said Will, who being duly sworn testified to the due execution and attestation of said Will, which testimony was reduced to writing, by them respectively subscribed, and filed with said Will. Thereupon the Court finds that the aforsaid instrument of writing is the last Will and Testament of said Conrad Dellinger deceased; that the same was duly executed and attested; and that the said Testator at the time of making, signing and sealing the same was of full age, of sound mind and memory, and not under any restraint, It is therefore, by the Court ordered, that the said Will be admitted to Probate, and that the same together with the testimony of the witnesses above named, be entered for record in the Probate Court of Union County Ohio, and that a transcript of the finding and judgment of this Court, together with the original testimony of the witnesses and the original Will, and all other original papers pertaining thereto be certified to the said Probate Court of Union County, Ohio.

Duncan Dow, Judge of the
Court of Common Pleas of Union County, Ohio.

Court adjourned to Monday, Feb. 4th, 1901.

Monday, Feb. 4th, A.D. 1901, Court convened at 1 o'clock P.M.
Present Hon. Duncan Dow, Judge.

F.O. Penny. Court Common Pleas. Union County. Ohio
7827. 1 Vs Feb 4th 1901.
The village of Richwood

This day again came the said parties by their attorneys, and also came the jury. heretofore impaneled and sworn and the trial proceeded. And the said jury having heard all the testimony in this cause and the argument of Counsel, said cause was continued until Tuesday Feb. 5th. at 8:30 o'clock. A.M.

The State of Ohio. Court Common Pleas. Union County Ohio
1072. V.S. Feb 4th 1901.
Matthew F Patch.

To the Hon. board of commissioners of Union County. Ohio sirs: having appointed Thomas Reed an attorney at Law to defend Matthew F Patch. in the above case in which Patch was charged with Rape the said Reed having succesfuly. defended Patch. at this January term. 1901. I would recomend that you allow said Thomas Reed a fee of $25.00

Duncan Dow. Judge.

David E. Jakeways et.al. Court Common Pleas, Union County, Ohio.
7847. Vs. Feb 4th 1901.
Elizabeth. Shemmon. et.al.

This day this cause came on to be heard, upon the petition of the plaintiff and exhibits the defendants Elizabeth Shemmon and Emanuel Shemman as such Executors being in default for answer and the Court being fully advised in the premises do find for the plaintiffs.
It is therefore considered ordered and adjudged by the Court that said plaintiff recover of Elizabeth Shemmon and Emanuel Shemmon as executors of the Estate of David Shemmon deceased. the sum of Nine hundred and eighty Eight Dollars $988.00 with interest thereon from this date at 6%.
It is further ordered by the Court that said Samuel W. McAdaw. & William C. Malin have 30 days from this date in which to file answer herein. and so far as said McAdaw & Malin. are concerned. is continued until the next term of said Court.

Court adjourned to Tuesday, Feb, 5th, A.D. 1901

Tuesday, Feb. 5th, A.D. 1901, Court convened at 8:30 o'clock, A. M.
Present Hon. Duncan Dow, Judge.

The Citizens Home and Savings Company.
7247 Vs. Court Common Pleas, Union County, Ohio.
Jeannette Houghton et. al. Feb. 5th, 1901.

This day on motion of Walter C. Dullington, leave is granted him to amend his answer and cross-petition and make new parties defendant; and leave is also granted to Thomas Stillings to amend his answer and cross-petition in thirty days from January 6th, 1901, and cause continued.

In the matter of the Guardianship
7860 of Morgan Savage, Lunatic. Court Common Pleas, Union County, Ohio.
Feb. 5th, 1901.

This day this matter came on to be heard on motion to confirm Account of John M. Brodrick, Guardian of the person and estate of Morgan Savage, having heretofore, towit: On the 14th day of December, 1900 filed in this Court his first and final account, and notice of the time of hearing thereof having been given, as required by law, by publication in the Marysville Tribune a newspaper published in and of general circulation in Union County for not less than three consecutive weeks, from and the 19th day of December 1900, and no exceptions having been filed thereto, the said account, together with the vouchers accompanying the same, are now examined by the Court, and said account, on such examination being found correct, is allowed and confirmed. And the Court do find said Guardian chargable with assets belonging to the estate of said Ward, amounting to the sum of $790.00, and that he is entitled to credits amounting to the sum of $790.00, valid claims against said Ward, as shown by said vouchers and other evidences produced to the Court.

This day this matter came on to be further heard on motion of said Guardian for the allowance of compensation for services rendered said Ward. Upon consideration whereof, and the Court being fully advised in the premises, said Guardian is allowed the sum of $97.40 as his compensation, and it is ordered by the Court that said Guardian retain out of the estate of said Ward the sum of $97.40 being the allowance aforesaid.
And the Court do further find that there is a balance of $—, in the hands of said Guardian, due said Ward, and said account is settled accordingly.
It is further ordered that a transcript of the findings and judgments of this Court, together with the original account, and all original papers and vouchers, be certified to the Probate Court of Union County, Ohio, for filing and record therein.
It is further ordered by the Court that said Guardian pay the costs of the proceedings aforesaid, taxed at $—, within ten days, and that complete record in the premises be made.

Duncan Dow, Judge of the Court of
Common Pleas of Union County, Ohio.

7823 Harmon K. Baxley, Guardian &c.
Vs.
Georgiana Maria Snider et.al. Court Common Pleas. Union County. Ohio.
Feb. 5th, 1901.

This cause now bring heard on the return of Harmon K. Baxley, Guardian of John A. Baxley and Lewis C. Baxley, idiots, of his proceedings and sale under the order of this Court, and on the motion to confirm the same, the Court, after carefully examining the said return, and bing satisfied that such sale was fairly and legally made, does hereby approve, and confirm the same, and order that, upon the purchase money bring paid in cash, in full, as per the order of this Court, the said Harmon K. Baxley, Guardian, make to the purchaser, H.O. O'Brien, a good and sufficient deed for the premises so sold. And the said Abbie A. Baxley having by her answer and cross-petition in this case elected to receive in lieu of her one third (1/3) interest, with survivorship over in her favor, during the life of Charles A. Baxley, her grantor, its value in money, the Court find the just and reasonable value thereof to be $

It is therefor ordered that after payment of the costs herein taxed at $ the said Guardian pay to the said Abbie A. Baxley the said sum of $ in full of her interest, leaving in the hands of the said Guardian a balance of $ — to be applied by him as the law requires.

7498 Lewis Norvill
Vs.
Ezra Tallman et.al. Court Common Pleas. Union County. Ohio.
Feb. 5th, 1901.

This day this cause was continued by order of the Court.

7912 Imogene Sayre.
Vs.
M. M. Sayre. Court Common Pleas. Union County, Ohio.
Feb. 5th, 1901.

This day this cause came on to be heard upon the motion to dissolve the attachment on the ground of the insufficiency of the affidavit, and was argued by counsel and submitted to the Court. Thereupon the Court being fully advised in the premises, overrules said motion, to which overruling the defendant by his attorney excepted.

7830 Wm. Harter
Vs.
Daniel Anderson Court Common Pleas Union County, Ohio.
Feb. 5th, 1901.

This day this cause was continued by the order of the Court.

7723 Hiteraft. Dickinson & Richardson,
Vs.
H. M. & C. M. Green et.al. Court Common Pleas, Union County, Ohio.
Feb. 5th, 1901.

This day this cause was continued by order of the Court.

Kiteraft, Dickinson & Richardson,

7722 Vs. Court Common Pleas, Union County, Ohio.

H. M. & C. M. Greene et. al. Feb. 5th, 1901.

This day this cause was continued by the order of the Court.

Marshall Markey et. al.

7699 Vs. Court Common Pleas, Union County, Ohio.

Ellen C. Brown Feb. 5th, 1901.

This day this cause was continued by order of the Court.

The State of Ohio, in re

7843 Addie E. Carter. Court Common Pleas, Union County, Ohio.

Vs. Feb. 5th, 1901.

Wm. Ray Clements.

Now comes the plaintiff and dismisses this action at plaintiff's costs, without prejudice to a future action.

Lewis F. Orchood,

7735 Vs. Court Common Pleas, Union County, Ohio.

Rosa Orchood, Feb. 5th, 1901.

This day this cause was continued by order of the Court.

The Bank of Mansfield.

7796 Vs. Court Common Pleas, Union County, Ohio.

J. A. Culbertson. Feb. 5th, 1901.

This day this cause came on to be heard, and by agreement cause was continued.

F. O. Penny.

7827 Vs. Court Common Pleas, Union County, Ohio.

The Village of Richwood. Feb. 5th, 1901.

This day again came the said parties by their attorneys, and also came the jury heretofore impaneled and sworn, and the trial proceeded. And the said jury having heard all the evidence, the argument of counsel, and the charge of the Court, retired to their room, in charge of the Sheriff for deliberation. And now comes said Jury into open Court with their verdict in writing, signed by their Foreman, and say:—

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

(Dated Feb. 5th, 1901) F. J. Lovell. Foreman.

7827

F. O. Penny.
Vs.
The Village of Richwood,

Court Common Pleas, Union County, Ohio.
Feb. 5th, 1901.

This cause came on for hearing on the motion of the plaintiff to set aside the verdict and for a new trial herein, and the Court, on consideration thereof, does overrule the same.
It is therefor considered by the Court, that the said defendant go hence without day, and recover from the plaintiff its costs herein expended, taxed at $—
Plaintiff excepts to said ruling and judgment and is allowed fifty days from this date in which to prepare and present for allowance his bill of exceptions.

7748

Emma Sharp et al.
Vs.
Mary Mather et al.

Court Common Pleas, Union County, Ohio.
Feb. 5th, 1901.

On motion to the Court by J. M. Kennedy, attorney for the plaintiff, and upon producing the proceedings of the Sheriff; and also the report and proceedings of the Commissioners 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 thereupon neither of the parties electing to take said estate at the valuation thereof as returned by said Commissioners, on motion of the petitioner, it is ordered by the Court that said estate be sold at public auction by the Sheriff of said County of Union according to the Statute in such case made and provided; free of the dower of Mary Mather upon the following terms thereof, towit:- one half in cash on the day of sale, and one half in one year with interest from the day of sale, such said deferred payment to be evidenced by promissory notes of the purchaser, payable to the parties respectively entitled, and secured by mortgage on the premises.

7848

Krump A. Linvill
Vs.
Theodore B. Linvill et al.

Court Common Pleas, Union County, Ohio.
Feb. 5th, 1901.

Sheriff's Certificate for Pay.

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, and said dower assigned without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at the price of $65.00 per acre, total amounting to the sum of $592.50 free from the dower estate of Theodore B. Linvill; the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefor approve and confirm the same.

7805 Entry

G. W. Beck
Vs.
Bina B. Davis et al.

Court Common Pleas Union County, Ohio.
Feb. 5th, 1901.

Now comes the parties herein by their attorneys, and thereupon this cause came on to be heard upon the petition, the answer of W. C. Pullington, one of the

two defendants, and the evidence, And it appearing from the said answer that the said defendant admits the truth of the petition, the Court further find that said defendant Bina B. Cavis has had due legal notice of the pendency and demand of said petition, and that she is in default for answer and demurrer, and that the said petition is thereby confessed by her to be true, Thereupon the Court find that the plaintiff, J. H. Beck is seized of and has a legal right to the undivided one half part of the estate described in the petition, and is entitled to have partition made of said premises; that the defendant, Bina B. Cavis, is a tenant in common with the said plaintiff in the said premises in the following proportions, to-wit: The said Bina B. Cavis is seized of and has a legal right to the undivided one half part thereof, and the said W. C. Billington has a mortgage lien on said premises as alleged in his answer filed herein, And no reason appearing why partition should not be made; It is therefore ordered, adjudged and decreed that partition of said estate be made, and that an order issue to the Sheriff of the said County of Union, commanding him that by the oaths of D. N. McCloud, A. E. Hale and J. B. Norris, three judicious and disinterested freeholders of the vicinity, who are not of kin to either party, and who are hereby appointed Commissioners for that purpose, and that by the oaths of the said named Commissioners, he cause to be set off and divided to the said plaintiff, and the said defendant Bina B. Cavis, the part and proportion of the said estate to which they are hereinbefore severally found entitled,
And it is ordered that if in the opinion of the said Commissioners, said premises cannot be divided by metes and bounds without injury to the value thereof, they appraise the same as a whole,
And of his proceedings herein, the said Sheriff is ordered to make due return without unnecessary delay.

Court adjourned to Wednesday, Feb. 6th, 1901.

Court convened on Wednesday, Feb. 6th, 1901, at 8:30 A. M.
Present, Hon. Duncan Dow, Judge.

Court adjourned to Thursday, Feb. 7th, 1901.

Court convened on Thursday, Feb. 7th, 1901, at 8:30 A. M.
Present, Hon. Duncan Dow, Judge.

Sheriff's Certificate for Pay.

Sheriff's Office, Union County, Ohio.
Marysville, Ohio. Feby 7th, 1901.

To Hon. Duncan Dow, Judge;-

The Court charges for the January Term, A. D. 1901, Union County Common Pleas, are due for services rendered and are as follows:-

Union County, Ohio ---- To ---- J. F. Burnham Dr.

To serving Grand Jury Witnesses	$6.70
To making 68 copies Grand Jury Witnesses	6.80
To 606 miles travel, " " "	48.48
To Calling 73 Grand Jury Witnesses	3.65
To Joseph Lawrence, 18 days as Bailiff	36.00
To Allen Haines 18 " " "	36.00
Total	$137.63

I hereby certify the above bill to be correct.
J. F. Burnham, Sheriff of Union County, Ohio.

To the Clerk of Courts of Union County, Ohio:-
You will make entry of the above bill and certify the same to the County Auditor,
Duncan Dow, Judge of the Common Pleas Court.

7747 Joshua Richardson, Guardian
Vs. Court Common Pleas, Union County, Ohio.
B. F. Paxton et. al. Feb. 7th, 1901.

This day this cause came on to be heard, upon the motions of B. F. Paxton and Lizzie Fry, and the Court having heard the argument of counsel, overruled said motions, to which said Paxton and Fry excepted; and the cause came on further to be heard upon the demurrer of Lizzie Fry to the Supplemental petition of plaintiff Joshua Richardson filed herein and the same having been argued by the parties the Court sustains the said demurrer to which ruling the plaintiff excepted, and the plaintiff was granted 30 days leave to file second supplemental petition herein, and cause continued.

William H. Conklin,
7911 Vs. Court Common Pleas, Union County, Ohio.
Emma P. Conklin, Feb. 7th, 1901. 7902

This day this cause came on to be heard upon the motion of the defendant for alimony pending said suit, and the Court after hearing the testimony thereon do find for the defendant. It is therefore ordered and adjudged by the Court, that the plaintiff within ten days from this order pay to the defendant or her attorney, twenty-five Dollars, as alimony pending said suit.

Lucy Hammond Executrix of Orrin Hammond
7746 Vs. Court Common Pleas, Union County, Ohio.
Jane Gordon et, al,

This day came the parties and their attorneys and this cause came on to be heard upon the pleadings of the parties and the evidence; On consideration whereof the Court, being fully advised in the premises find, that the deed from said Orrin Hammond was without consideration and for that reason void as to the existing creditors of said Orrin Hammond to wit:- the claim of the plaintiff upon her note of $76,18 with 8 per cent interest from June 9th. 1892. in favor of plaintiff, and also the sum of $75, due plaintiff from said Orrin Hammond at the date of said deed and the Court further find that said Lucy Hammond is entitled to be paid the value of her dower interest in said premises and that said Foster Bennett has a mortgage lien upon said premises for the sum of $. It is therefore considered ordered and decreed by the Court that in case the heirs of Jonathan Hammond fail for 20 days to pay to the Clerk of this Court the costs herein, and the note of $76,18 with 8% interest from June 9th, 1892 and the further sum of $75,00 due to the plaintiff, that an order of sale issue to the Sheriff of this County Commanding him to cause the said lands to be appraised and sold free of the dower of said Lucy Hammond and that out of the proceeds of said sale the sheriff pay 1st The costs of this proceeding taxed to $. 2d, The taxes that may be a lien upon said premises at the date of sale 3d, To Lucy A Hammond the value of her dower interest to be hereafter determined by the annuity tables. 4th, To Foster Bennet the sum of $130.00 being the amount of his mortgage claim and interest to the sale. 5th, To Lucy A. Hammond the sum of $15,18 with interest on the sum of $76,18 from June 9th, 1892, at 8% until paid 6th. That he pay the balance of the purchase money of said lands, if any, to the said Foster Bennet as the administrator of said Jonathan Hammond, to be administered by said as part of said Jonathan Hammonds estate. and it is further ordered and decreed by the Court that

1026

1027

of his proceedings in the premises the sheriff make due return to this Court without unnecessary delay. W. D. Hooper Attorney for Plaintiff.

It is ordered that all causes, matters and motions now pending in this Court not otherwise disposed of by, and the same are hereby continued to the next Term thereof. It is further ordered by the Court that all Attorneys in default for pleadings, shall file same within 30 day from date of this order.

The present Term of this Court was begun on the 14th day of January, A.D. 1901 and continued from day to day and from time to time by regular adjournments until this 7th day of February, A.D. 1901, and is now adjourned without day.

Attest:- Chas Southorwood, Clerk.

In Vacation

George Bricher,

7902 Vs. Court Common Pleas, Union County, Ohio.

The C. C. C & St. L. Railway Company. Feb. 11th, 1901.

It is hereby agreed by the Plaintiff and defendant in this case that the issues between them shall be settled upon the following terms and conditions, to-wit:- That the title of said Plaintiff to all of the real estate described in his petition lying out side of a line parallell with and 30 feet from the center line of said defendants main track, as now located and constructed, shall be quieted in said plaintiff. That the title of said defendant to all of said real estate lying between its said line of main track and a line parallell with and 30 feet from said center line, shall be quieted in said defendant, and that Judgment shall be entered against said defendant for the costs in this case, That the Court be asked to enter a decree in accordance with the foregoing.

The State of Ohio. Court Common Pleas, Union County, Ohio.

1026 Vs. Indictment for Horse Stealing.

Durell Harbs. Feb. 18th, 1901.

On motion to the Court for the allowance of attorney fees in this cause, the Court, on consideration thereof, do fix and allow attorney fees herein as follows, to-wit:-

To H. D. Hooper, attorney appointed by the Court to defend the defendant, the sum of Twenty-five Dollars.

The State of Ohio. Court Common Pleas, Union County Ohio.

1027 Vs. Indictment for Horse-Stealing.

Durell Harbs. Feb. 18th, 1901.

On motion to the Court for the allowance of attorney fees in this cause, the Court, on consideration thereof, do fix and allow attorney fees herein as follows, to-wit:-

To H. D. Hooper, attorney appointed by the Court to defend the defendant the sum of Twenty-five Dollars.

In Vacation

7788 Thomas H. Biddle
Vs.
Uriah Cahill et al. Court Common Pleas, Union County, Ohio.
Feb. 27th, 1901.

Now comes the Plaintiff and pays the costs herein and dismisses this action without prejudice to a future action.

7912 Imogene Sayre
Vs.
W. M. Sayre Court Common Pleas, Union County, Ohio.
Feb. 27th, 1901.

This day this cause was dismissed and settled and all costs paid. No record.

7904 H. E. Smith.
Vs.
Percy Sanders Court Common Pleas, Union County, Ohio.
Feb. 27th, 1901.

This day this cause was dismissed and settled and all costs paid. No record.

7923 Bell Brothers.
Vs.
Frank Crawl. Court Common Pleas Union County, Ohio.
March, 11th, 1901.

This day this cause was settled by parties, and dismissed by plaintiff, with all costs paid.

7924 Matilda Stewart
Vs.
Enoch Stewart Court Common Pleas, Union County, Ohio.
Mar. 13th, 1901.

This day this cause was settled by parties, and dismissed by plaintiff, with all costs paid.

7696 Albert Carr.
Vs.
The Toledo & Ohio Central Railway Company. Court Common Pleas, Union County, Ohio
March 13th, 1901.

The defendant by its attorneys having heretofore presented its certain bill of exceptions taken at the trial of this case, and it being found by the Court that the same has been duly submitted to opposite counsel for examination and to the trial Judge for his signature and allowance within the respective times required by law, and that the said bill of exceptions is true and correct, the same is now this 13th day of March, 1901, allowed signed and sealed, and on motion is hereby made part of the record in this case, but not to be spread at large thereon.
And thereupon the said Bill of Exceptions was duly filed by the defendant.

Order to draw jury.

7103

7103

7935

Order to draw jury.

Court Common Pleas, Union County, Ohio.

It is hereby ordered that the Clerk of the Court of Common Pleas, of Union County, Ohio, shall on the 18th day of March, A.D. 1901, cause to be drawn according to law the names of 15 persons to serve as Grand Jurors at the next term of said Court commencing on April 16th, A.D. 1901; and the names of 12 persons to serve as Petit Jurors at and during said Term of Court and to appear on the 16th day of April, A.D. 1901 at ten o'clock A.M.

Duncan Dow, Judge.
Court of Common Pleas, Union County, Ohio

Adah H. Gigler
vs.
Zachariah McElroy.

7103

Court Common Pleas, Union County, Ohio.
April 1st. 1901.

Now comes the plaintiff Adah H. Gigler, who is now married and her name since marriage is (Adah H. Gigler Haines) and says that in September, 1896, in said Court she obtained judgment against defendant in the sum of two hundred and fifty Dollars, and that on this day, March 30th, 1901 the defendant having paid and settled the above referred to judgment of two hundred and fifty dollars in full and having settled all claims whatsoever against the said defendant Zachariah McElroy, the plaintiff does this day by signing her name to this instrument receipt in full all her claims against defendant Zachariah McElroy and relinquishes all her rights of action and asks this Court to dismiss the above action.

Witnesses:- Daisy Gigler
E. P. Gigler.

Adah H. Gigler Haines.

Adah H. Gigler
vs.
Zachariah McElroy

7103

Court Common Pleas, Union County, Ohio.
April, 1st. 1901

Case settled and dismissed with out record at cost of plaintiff and cost paid.

In the matter of the estate of
Isaac Brodrick, deceased.

7935

Court Common Pleas, Union County, Ohio.
April. 4th, 1901,

This day R. L. Woodburn appeared in open Court and made and filed an application under oath as required by law to be appointed Administrator of the Estate of Isaac Brodrick late of Allen Township, Union County Ohio, deceased, and an affidavit that there is not, to his knowledge, any last will and testament of the alleged intestate, also a statement in general terms as to what the estate consists of and the probable value thereof; and the Court being satisfied that an Administrator should be appointed, and that said R. L. Woodburn is legally competent; it is ordered that he be appointed upon giving bond with sureties as required by law, in the sum of Nineteen Thousand Dollars, and this cause is continued.

Duncan Dow, Judge Union County
Common Pleas Court.

In Vacation

7935 In the matter of the estate of Isaac Brodrick, deceased, Court Common Pleas, Union County, Ohio. Apr. 4th, 1901.

This day R. L. Woodburn appeared in open Court, accepted the appointment as Administrator of the estate of Isaac Brodrick deceased, and gave and filed herein his bond in the sum of Nineteen Thousand Dollars, conditioned according to law with H. C. Fullington and A. B. Robinson, freeholders, as sureties which bond is approved by the Court. It is therefore ordered that letters of Administration issue to said R. L. Woodburn, that this proceeding be recorded and that said Administrator pay the costs herein taxed at $ L.

Duncan Dow, Judge,
Court of Common Pleas.

7935 In the matter of the Estate of Isaac Brodrick, deceased, Court Common Pleas, Union County, Ohio. April 4th, 1901.

This day came R. L. Woodburn, Administrator of the Estate of Isaac Brodrick deceased and made application to the Court for the appointment of Appraisers of the Estate and Effects of said decedent. On consideration whereof, and the Court being fully advised in the premises, it is ordered that Henry Clark and Alpha D. Wilbur and Lester H. Cline whom the Court finds to be suitable and disinterested persons be, and they are hereby appointed Appraisers of the personal and real estate of said Isaac Brodrick deceased. It is further ordered by the Court that said Administrator return to this Court, pursuant to law, an Inventory and Appraisement of the Estate aforesaid, and this matter is continued.

Duncan Dow, Judge
Court Common Pleas, Union County, O.

Order to Draw Special Venire

Court Common Pleas, Union County, Ohio. Apr. 5th, 1901.

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County, Ohio, shall on the 5th day of April, A. D. 1901, cause to be drawn according to law the names of two persons to serve as Petit Jurors at and during the next Term of Court, commencing on April 15th, A. D. 1901, and to appear on the 16th day of April A. D. 1901, at ten o'clock A. M.

Duncan Dow Judge for
Court of Common Pleas of Union County.

7925 Chas. Dillenman
Vs.
The Continental Insurance Co.

Court Common Pleas, Union County, Ohio.
April 8th, 1901.

This cause is settled by the parties and by agreement there is to be no record. Costs paid.

In Vacation

Abbie Brown

7919 Vs. Court Common Pleas, Union County, Ohio.

The Pittsburg, Cincinnati, Chicago, and St. Louis Railway Company. April, 10th, 1901.

This cause has been compromised and settled, and by consent and agreement of the parties is dismissed at the costs of Plaintiff, and no record.

The Cleveland, Cincinnati, Chicago and St. Louis Railroad Company,

7937 Vs. Court Common Pleas, Union County, Ohio.

The Village of Milford Center, O. April, 10th, 1901

This day came the Plaintiff and presented to the Court its petition herein with the affidavit thereto and moved the Court for a temporary injunction herein. On consideration whereof it is by the Court here ordered that until the further order of the Court, the said Village of Milford Center be, and it is hereby enjoined as prayed in said petition, from cutting off the water supply or any part thereof, now being furnished to the said Plaintiff, upon the Plaintiffs giving bond in the sum of $100.00 conditioned according to law and attested by sureties to be approved by the Clerk of this Court.

Duncan Dow, Judge of Court of Common Pleas of Union Co. Ohio.

April Term 1901.

The State of Ohio, Union County ss.

This separate session of the Court of Common Pleas of the Tenth Judicial District and the Third Sub-Division of the State of Ohio, within and for the County of Union, for the Term of April, in the year of our Lord, One Thousand Nine Hundred and One, held in the Court House in the Village of Marysville, County and State aforesaid, was begun on April 15th, in the year, aforesaid,

Present, Hon. Duncan Dow, Judge of said Court,
Sigion F. Burnham, Sheriff of Union County, Ohio.
Attest:- Chas. Funhorwood, Clerk of said Court.

The Venire Facias for a Grand Jury heretofore issued and returnable this 15th day of April A.D. 1901, at 10 o'clock A.M. was duly returned by the Sheriff with his endorsement thereon as follows: to-wit:

The State of Ohio, Union County, ss. Sheriff's Office, April 13th, 1901,

On the 18th day of March, 1901, 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 thereon,

1.	F. D. Lowe,	March,	23rd, 1901,	by mail-	(mileage)	18.
2.	Chas. Diehl,	"	" "	" "	"	16.
3.	Casper Roush,	"	28th, "	" "	"	6.
4.	A. J. Dodge,	April,	1st. "	" "	"	24.
5.	Ard. Barnett,	March,	25th, "	" "	"	16.
6.	Morgan Young,	"	25th, "	" "	"	36.
7.	E. M. Moore	"	25th, "	" "	"	18.
8.	S. A. Hudson	"	20th, "	Personally	"	0.
9.	W. E. Laughery	"	23rd, "	by mail	"	10.
10.	Jesse Hilter	"	23rd, "	" "	"	14.
11.	Bell Reed,	"	27th, "	" "	"	10.
12.	J. H. Cartmell	"	20th, "	Personally	"	0,
13.	Chas. White	"	25th, "	by mail	"	40
14.	Geo. Edwards	"	20th, "	Personally	"	0,
15.	Mitch Howard	"	22nd, "	by mail	"	36.

S. F. Burnham, Sheriff.

And upon calling the same in open Court all the above named persons appeared in answer thereto except Sam. Hudson, whom the Court excused for cause shown; and the Court ordered the Sheriff to complete the panel, which was done, The following named persons compose the Grand Jury:-

1. F. D. Lowe
2. Chas. Diehl
3. Casper Rausch,
4. A. J. Dodge,
5. Ard Barnett,
6. Morgan Young,
7. E. M. Moore,
8. Ray G. Morse,
9. W. E. Laughery,
10. Jesse Hilter
11. Bell Reed,
12. J. H. Cartmell,

Appointment of Court Bailiff

7748

13. Chas. White.
14. Geo. Edwards.
15. Milch Howard.

And the panel being now complete, the Court appointed Geo. Edwards, foreman, and he with his fellow Jurors took the oath in manner and form prescribd by law, and the said Jury being instructed by the Court in relation to their duties, were conducted to their room attended by the proper officer.

Appointment of Court Bailiff

Union County Common Pleas, April Term, 1901.

It is ordered by the Court of Common Pleas, in and for the County of Union and State of Ohio, that Joseph W. Lawrence be and he is hereby appointed Court Bailiff to serve during the present Term, of this Court, or until the Court shall otherwise direct, and as such Bailiff he shall preserve order in the Court Room, open and adjourn Court, impanel Juries except in capital cases, and discharge such other duties as the Court may from time to time direct.

Thereupon in open Court came the said Joseph W. Lawrence, and accepted said appointment and took oath to faithfully and impartially perform the duties of said appointment,

Duncan Dow, Judge Common Pleas Court.

Emma Sharp et al.
vs.
Mary Mathers et al.

7748

Court Common Pleas, Union County, Ohio,
April 15th, 1901.

On motion to the Court by J. M. Kennedy, attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and the sale of the premises by him made, in pursuance of a former order of the Court, and the same being examined and found by the Court in all respects in due form of law, it is ordered by the Court that said proceedings and sale be and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to said purchaser Malin Mathers upon full compliance by him with the terms of such sale, a deed in fee simple for said lands and tenements, by him sold as aforesaid free of the dower of Mary Mathers, and all other claims of dower whatever.

And it is further ordered by the Court that the cost and expense of this action including an attorney fee of $26.50 to J. M. Kennedy as atty. for said plaintiff be paid out of the said moneys in the hands of said Sheriff, also the tax due on the same, To the Citizens Home and Savings Company of Marysville, Ohio, $370.70 due on a mortgage due to them on said property, To Mary Mathers $70.00 in lieu of her dower therein, and to the plaintiff one equal 8th part of the balance in the hands of Sheriff, and to Charles Mathers Ella Cole, Joseph Mathers, Malin Mathers, Harlow Mathers, Christopher Mathers and Ralph Mathers, a minor, each one equal eighth part of the balance of said money in the hands of said Sheriff. The Court having amended its former order making the whole payable in cash by request of the purchaser.

7852 Thomas P. Kilbury
Vs.
J. W. Monroe, Treas. et. al.
Court Common Pleas, Union County, Ohio.
April, 15th, 1901.
This day this cause came on to be heard upon the motion of the defendant herein to make more definite and certain the petition filed herein. Whereupon the Court after due consideration sustains said motion, and cause is continued.

7844.

7916 Jas. H. Vaughn et. al.
Vs.
J. W. Monroe, Treas. et. al.
Court Common Pleas, Union County, Ohio.
April, 15th, 1901
This day this cause was settled and dismissed and all costs paid, and no record to be made.

7798.

7917 Emma V. Van Winkle,
Vs.
J. W. Monroe, Treas. et. al.
Court Common Pleas Union County, Ohio.
April, 15th, 1901.
This day this cause was settled and dismissed and all costs paid, and no record to be made.

7903.

7913 Morris H. Hill,
Vs.
J. W. Monroe, Treas. et. al.
Court Common Pleas, Union County, Ohio.
April, 15th, 1901.
This day this cause was settled and dismissed and all costs paid and no record to be made.

7785.

7907 J. H. Stanter,
Vs
Ed. Court.
Court Common Pleas, Union County, Ohio.
April, 15th, 1901.
This day upon motion of plaintiff by counsel, this cause was dismissed at plaintiff's costs.

7797.

7914. Edwin H. Perkins, Admr.
Vs.
W. W. Merchant, Admr.
Court Common Pleas, Union County Ohio.
Apr, 15th, 1901.
This day the defendant by counsel asked and obtained leave to file answer herein and the same was filed.

7811.

7908. Mary A. Jones.
Vs.
J. W. Monroe. Treas. et. al.
Court Common Pleas, Union County, Ohio.
Apr, 15th, 1901.
This day the defendant by counsel asked and obtained leave to file answer herein and the same was filed.

7723.

7890. William Harter.
Vs
Daniel Anderson.
Court Common Pleas, Union County Ohio.
This day this cause came on to be heard and upon motion of plaintiff by counsel was dismissed without prejudice to a future action

7844. Lewis Kline.
Vs. Court Common Pleas, Union County, Ohio.
Mary Northup et. al. April, 15th, 1901.
This day the plaintiff by counsel asked and obtained leave to file an amended petition herein and the same was this day filed.

Charles Dillenman.
7798. Vs. Court Common Pleas, Union County Ohio.
Charles A. Larcomb. April, 15th, 1901.
This day this cause came on to be heard and upon motion of the plaintiff by counsel was dismissed without prejudice to a future action.

Josie M. Baughman.
7903. Vs Court Common Pleas, Union County Ohio.
Reuben Stults. April, 15th, 1901.
This day the plaintiff by counsel asked and obtained leave to file petition herein, and the same was filed.

7785. Mary J. Davis.
Vs. Court Common Pleas, Union County Ohio.
Finley Davis. April 15th, 1901.
This day this cause came on to be heard and upon motion of the plaintiff by counsel was dismissed without prejudice to a future action.

7797. George W. Drumm.
Vs. Court Common Pleas, Union County Ohio.
Charles A. Larcomb. April 15th, 1901.
This day this cause came on to be heard and upon motion of the plaintiff by counsel was dismissed without prejudice. to a future action.

7811. Ida L. Childs Court Common Pleas, Union County, Ohio.
Vs. April, 15th, 1901.
Charles A. Larcomb.
This day this cause came on to be heard and upon defendants showing cause was continued at costs of defendant for the term.

7723. Witeraft, Dickinson & Richardson.
Vs. Court Common Pleas, Union County. Ohio.
H. M. Green. et. al. April 15th. 1901.
This day this cause came on for hearing, and upon showing of the defendants was continued at thier costs.

Witcraft. Dickinson & Richardson.

7722. Vs. Court Common Pleas. Union County Ohio.

H.M. Green et. al. April. 15th. 1901.

This day this cause came on for hearing. and upon showing of the defendant Hillwood was continued at his costs for term for which judgment is rendered.

Lewis F. Orchood.

7735. Vs. Court Common Pleas, Union County Ohio.

Rosa Orchood. April. 15th. 1901.

This day upon motion of the defendant leave was granted the defendant to file an answer and cross petition in five days.

William Moffitt.

7784. Vs. Court Common Pleas. Union County Ohio.

Frank Sewell. April. 15th. 1901.

This day on motion of the defendant leave was granted the defendant to file answer and the same was filed and cause was continued.

7840. J.L. Horn, et. al.

Vs. Court Common Pleas, Union County Ohio.

The Varnna Water Company. April. 15th. 1901.

This cause coming on to be heard on the report of the appraisers apponted herein, and the application of W. H. Wagers. the receiver, for an order of private sale. after due investigation said appraisement is approved and confirmed. And it appearing to the Court from the evidence and the affidavits of said receiver, L.P. Albright. J.M. Wilkins, J.B. Miller, and J.L. Horn. that said receiver had an offer for the real and personal estate of said corporation to purchase the same at private sale for Eighteen Hundred Dollars, and it further appearing to the Court that it will be more to the interests of the creditors and stockholders of said corporation to sell said real and personal property at private sale, and that the said offer for the same is more than the appraised value thereof: it is therefore ordered and adjudged that said receiver sell said real and personal property at private sale for said sum of $1800.00. Cash. and that he make due report thereof to this Court. to which this cause is continued

D. Dow. Judge.

7498. Louis W. Norveil.

Vs. Court Common. Pleas Union County. Ohio.

Ezra. Tallman. et. al. April. 15th. 1901.

This day this cause was settled and all costs paid and no record to be made.

7803.

7902.

Alice Reidel. et.al.

7803. Vs. Court Common Pleas. Union County Ohio.

Abie White. April. 15th. 1901.

This cause having heretofore been heard by Court upon the demurrer of plaintiff to defendants answer, and the Court having duly considered the same doe hereby overule said demurrer, to which plaintiff excepted. Thereupon plaintiff asked leave to file an amended petition, and was granted thirty days therefore, to which defendant excepted. Miller & Wagers.

George Beecher.

7902. Vs. Court Common Pleas, Union County Ohio.

The C.C.C. & St.L. R.C. April, 15th, 1901.

Now came the parties herein, by their attorneys, and thereupon this case came on for hearing on the pleadings and the agreement heretofore entered into between the plaintiff and the defendant herein; and was submitted to the Court:- Which agreement is in the words and figures following, to wit:-

It is hereby agreed by the plaintiff and defendant in this case, that the issue between them shall be settled upon the following terms and conditions, to wit:- "That the title of said plaintiff to all the real estate described in the petition, lying out side of a line parallel with, and 90 feet from the center line of said defendants main track, as now located and constructed, shall be quieted in said plaintiff." That the title of said defendant to all of said real estate lying between its said line of main track, and a line parallel with and 30 feet from said center line, shall be quieted in said defendant; and that judgment shall be entered against said defendant for the costs of this case; That the Court be asked to enter a decree in accordance with the foregoing. Dated February. 11th. 1901. Robt. McCrory. attorney for plaintiff. The Cleveland, Cincinnati, Chicago & St Louis Railway Company. by. Chas. H. Short. Real-estate agent.

On Consideration whereof. the Court find, on the issue joined for the plaintiff. and that the plaintiff is entitled to the relief prayed for. and according to the terms of said agreement.

It is therefore ordered. adjudged and decreed. that the title and possession of the said George Beecher. to all the premises in the petition described. lying outside of a line parallel with and 90 feet from the center line of said defendants main track, as now located and constructed be, and the same hereby are quieted as against this defendant, its successors or predecessors, and all persons claiming under them, or either of them. And the Cleveland. Cincinnati, Chicago & St Louis Railway Company. is hereby forever enjoined from setting up any claim to said premises, or any part thereof adverse to the title of said George Beecher. his heirs or assigns thereto.

And it is by the Court further ordered. adjudged and decreed that the title and possession of the said. The Cleveland. Cincinnati. Chicago. & St Louis Railway Company. to all of the said

real-estate lying between its said line of main track and a line parallel with and 90 feet from said center line be. and the same hereby are quieted as against this plaintiff. his heirs administrators, or assigns. and each and every one of them, and all persons claiming under them, or any of them.

And it is further ordered that the defendant pay the costs of this action, taxed at $.

The defendant protest & excepts to that part of the entry above which are in the words, as follows and the Cleveland, Cincinnati, Chicago, & St Louis, Railway Company. hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title of said George Beecher. his heirs or assigns thereto. the same not being according to the contract or order of injunction made or allowed in said case.

Ida L. Childs

7811. Vs. Court Common Pleas, Union County Ohio.

Charles A. Larcomb. April, 15th, 1901.

This cause is continued on motion and showing of the defendant and at his costs for the term.

It is therefore considered by the Court that the defendant pay the costs of this term.

Cameron & Cameron.

William Carter.

7890. Vs Court Common Pleas, Union County Ohio.

Daniel Anderson. April, 15th, 1901.

In this case the plaintiff having failed to file petition and otherwise has failed to prosecute his action to judgement, the said defendant now comes and moves the Court to dismis this case for want of prosecution. On consideration whereof the Court being fully advised in the premises adjudges that said case be dismissed without prejudice to another action, at the costs of the plaintiff herein, and for which costs execution is awarded.

W. F. Hoops.

7715. Philip Spreacemaker.

Vs Court Common Pleas, Union County Ohio.

Walter W. Byerly. April, 15th, 1901.

This cause is continued upon motion and showing of the defendant and at their cost

It is therefore considered by the Court that the defendant pay the cost of this term of Court.

Frank Barry

7930 Vs. Court Common Pleas, Union County, Ohio.

E. S. Skidmore April, 15th, 1901

This day this cause came on to be heard upon the motion of the defendant, to require the plaintiff to give security for costs, On consideration whereof the Court being fully advised in the premises sustains said motion, and it is ordered by the Court, that the plaintiff give security for costs in this case to the satisfaction of the Clerk of this Court within 30 days, and in default that this cause be dismissed.

Madeline Cherry

7739 Vs. Court Common Pleas, Union County, Ohio.

Odd Fellows Beneficial Association et. al. April, 15th, 1901.

This day this cause came on for hearing on motion of the said defendant, The Odd Fellows Beneficial Association to make the petition of Plaintiff more definite and certain, and on the demurrer of said defendant, John M. Brodrick, as executor of the will of said Samuel A. Cherry, deceased, and the same were argued by counsel and submitted to the Court, on consideration whereof the Court do overrule the motion of said defendant, The Odd Fellows Beneficial Association, and do sustain the demurrer of said defendant, John M. Brodrick, as Executor of the will of said Samuel A. Cherry, deceased, To which ruling of the Court in sustaining said demurrer, said plaintiff excepts, Thereupon the plaintiff asked and obtained leave of the Court to file an amended petition herein by July 1st, 1901, and cause continued.

James H. Trent

7856 Vs. Court Common Pleas, Union County, Ohio.

Sheridan Viney et. al. April, 15th, 1901

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, Sarah, E. Bland, by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholder, 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 $385.00, 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, towit, the sum of $3.34

Secondly: The costs of this action taxed at $49.07
Thirdly: To the Plaintiff, James H. Trent, the amount, the balance amounting to $332.59

7841.

Court adjourned to Tuesday, April 16th, 1901.

Court convened pursuant to adjournment, at 8:30 A. M. on Tuesday, April 16th, 1901.

7796.

H. G. Roots,
7697 Vs. Court Common Pleas, Union County, Ohio.
Clara Malloy April, 16th, 1901

This day on motion of plaintiff the defendant was ordered to separately state and number her different defenses set up in her answer, and is allowed to do the same, without re-writing her answer by separately numbering in the margin.

Court adjourned to Wednesday, April 17th, 1901

Court convened pursuant to adjournment, at 8:30 A. M. on Wednesday, April 17th, 1901.

State of Ohio.
Vs. Court Common Pleas, Union County. Ohio.
1080. Wilbert H. Jolliff. Indictment for Assault & Battery. April, 17th, 1901.

7861

Now come the Prosecuting Attorney on behalf of the State of Ohio and the defendant being arraigned upon said Indictment for plea thereto saith he is guilty, thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court that the said Wilbert H. Jolliff pay a fine of ten dollars and the costs of this prosecution, execution is awarded.

Mary E. McEntire
7710. Vs Court Common Pleas, Union County Ohio.
George Kirby April. 17th. 1901.

This day came the parties herein by their attorneys, and also came the jury heretofore impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence in part the Court adjourned the further hearing of this cause until tomorrow, Thursday.

G. W. Beek.
7805. Vs. Court Common Pleas, Union County. Ohio.
Edna B. Davis. et. al. April, 17th, 1901.

This day on motion of the defendant leave was granted the defendant to answer by Monday, April, 22nd, 1901.

Jerod Meachem.

7841. Vs. Court Common Pleas Union County Ohio.

Jacob C. Mary Swisher April, 17th. 1901.

This day on motion of the plaintiff by counsel this cause was dismissed at the cost of plaintiff.

The Bank of Mansfield

7796. Vs Court Common Pleas, Union County Ohio.

J.A. Culberson. April. 17th. 1901.

This day to wit:- this cause came on for hearing upon the petition of plaintiff, the answer of defendant, proof, exhibits and the testimony; and thereupon a jury being waived this cause was submitted to the Court, The Court being fully advised in the premises finds the allegations of the petition to be true and that plaintiff bright to recover of defendant the sum of $20.66 and interest at the rate of 8 per cent on $15.00 of said amount from the 1st day of April 1900, and its costs herein,

The Court now therefore adjudges and decree that plaintiff recover of said defendant the sum of $21.85 and interest from the first day of the present term of this Court and its costs herein expended and that defendant pay his own costs, and in default of the payment of said judgement and costs that execution issue therefor.

Arthur Ebright

7861 Vs. Court Common Pleas, Union County Ohio.

F.M. Gilcrist April. 17th. 1901.

This day this cause came on to be heard upon the motion of plaintiff to dismiss this cause, and the appeal of the same to this Court, for the reason that said Transcript of the appeal was not filed by the defendant within thirty days from the date of the judgment; and was argued by counsel, And the Court being fully advised in the premises, find that said Transcript was not filed within thirty days from the date of the judgment, and further find that the plaintiff duly filed his petition in said cause on the 15th day of Jan. 1901, making the issue on the merits of said cause, and the Court find that the defendant filed his answer to said petition making issue upon the facts in said petition stated, which answer was filed on the 6th day of April 1901. And that said cause was set down for trial at this term of Court, to wit, on the 24th day of April, 1901. And thereupon the Court sustained said motion, of plaintiff and dismissed said appeal on the ground that said Transcript was not filed within said thirty days, and judgment is rendered against defendant for the costs of this proceeding. to which ruling and judgment of the Court, the defendant then and there excepted, And thereupon the defendant moved the Court to open up said judgment and decision and grant the defendant a rehearing upon the same, and to set said cause down for trial upon the merits, which motion of the defendant the Court overruled to which ruling of the Court, the defendant then and there excepted, and said cause is remanded back to said Justice for execution.

7746 Lucy A. Hammond Ex,
vs.
Jane Gordon et. al.

Court Common Pleas, Union County, Ohio.
April, 15th, 1901,

The Sheriff having sold the property described in the order of sale, issued to him in this case, and the Court being satisfied of the legality of such sale, and that the same has been made in all respects in conformity to law, approves and confirms the same, and directs said Sheriff to execute and deliver to the purchaser of said property a good and sufficient deed for said premises so by him sold, And a writ of possession is awarded, to the purchaser thereof, and it is further ordered that said purchaser be and he is subrogated to all the rights of any lien-holder to the extent he may be satisfied herein In addition to the order of distribution heretofore made it is ordered that the said Sheriff pay for releasing said lands from tax sale and procuring deed of return therefor the sum of $5.[81] and also the sum of $2.90 cost of transferring and recording deed of quit claim taken to clear up the title. And the Court finds the amount of the dower interest of said Lucy A. Hammond in said land is $77.[76] which being added to the amount heretofore found due her, makes the total sum to be paid to said Lucy A. Hammond $282.[66] which sum or so much thereof as may remain after paying the preceding claims, costs, taxes, the Sheriff is ordered to pay to her.

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, 1901, beg leave to report that they have been in session three days, and herewith return to the Court the Indictments presented by said jury; We have carefully examined into all such matters as have legitimately come to our notice, having examined over fifty four witnesses covering twelve cases and presented eight bills and ignored four cases considered by us. The business has been transacted in as expeditious a manner as possible. 7936

During our session we have visited the County Jail and made a complete examination thereof, and find that the rules prescribed by the Court for the care thereof and for the government of its inmates have been carried out and are properly enforced so far as may be done in the present Jail. 7710

We recommend that when the new Jail which is in process of construction is completed a covered passage way be constructed from the second story of the Jail to the Sheriff's Office in the Court House.

We recommend a glass door be placed in the front entrance to Residence part of Jail and that the cellar to the residence part of the Jail be cemented and better drainage afforded.

Respectfully Submitted.
G. C. Edwards, Foreman.

Marysville, O. Apr. 17th, 1901.

Court adjourned to Thursday, April, 18th, 1901

Court Convened on Thursday, April. 18th, 1901 at 8:30 A. M.

7840.

J.L. Horn, et. al.

7840. Vs. Court Common Pleas, Union County Ohio.

The Varuna Water Company. April. 18th. 1901.

Now comes the receiver herein and reports that under the former order of the Court he has sold the real estate of the defendant and all buildings, machinery and other fixtures thereon, together with all chattel property mentioned in the schedule thereof attached to plaintiff's petition, being the entire assets of said defendants Company, except only monies due thereto, to one Isaac Miller for the sum of one thousand and eight hundred Dollars, cash in hand.

The Court, upon due consideration, being satisfied that said sale has in all respects been legally made, hereby approves and confirms the same; and directs the said receiver to make and deliver to said purchaser of said property a good and sufficient deed therefore.

And it is ordered that from the proceeds of said sale he pay the costs of this action, including ninety-six Dollars as the legal compensation to said receiver upon the proceeds of said sale, and fifty Dollars allowed to Miller & Wagers for legal services herein, taxed at $, and to pay all taxes, mortgages or other liens or prefered claims upon said property or against said defendant company and to hold the remainder of the proceeds of said sale for the further order of this Court, to which time this cause is adjourned.

Duncan Dow. Judge.

Thomas Stillings

7936 Vs. Court Common Pleas, Union County. Ohio.

Ella M. Chandler et. al. April, 18th, 1901.

This day the claim in the above was settled in full and all costs paid. No record to be made of the case.

Mary E. McIntire.

7710 Vs. Court Common Pleas, Union County. Ohio.

George Kirby April, 18th, 1901

This day came the parties herein by their attorneys and also came the Jury heretofore impaneled and sworn according to law and the trial proceeded. And the said Jury having heard all the evidence in the case; the argument of counsel; and the charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes said jury into open Court with their verdict in writing signed by their foreman, and say:-

"We, the jury, being duly impaneled and sworn assess the amount due to the plaintiff from the defendant upon the account set out in the petition $94 10; and we find there is due from the plaintiff to the defendant, upon the account in defendants answer the sum of $31 63.

Dated April, 18th, 1901. J. H. Ryan, Foreman.

Court adjourned to Monday, April 22nd, 1901.

Monday, April 22nd, 1901, Court convened at 8:30 A. M.

1078

State of Ohio. Court Common Pleas, Union County, Ohio.
vs. Indictment for Assault and Battery.
Earnest Wellwood. April 22nd, 1901.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is guilty. Thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court that the said Earnest Wellwood pay a fine of ten dollars, and the costs of this prosecution, And it is further ordered that he stand committed to the jail of Union County, until the amount of said fine and costs shall be paid, or secured to be paid, or he be otherwise legally discharged.

1075

State of Ohio. Court Common Pleas, Union County, Ohio.
vs. Indictment for Assault and Battery.
Harry Wellwood, April, 22nd, 1901.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is guilty. Thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court that the said Harry Wellwood pay a fine of Ten Dollars and the costs of this prosecution. And it is further ordered that he stand committed to the jail of Union County, until the amount of said fine and costs shall be paid, or secured to be paid, or he be otherwise legally discharged.

7823

Harmon N. Baxley, Guardian &c.
vs. Court Common Pleas, Union County, Ohio.
Georgiana Maria Snider et al. April, 15th, 1901.

This cause now coming on to be heard, on the return of Harmon N. Baxley, Guardian of John A. and Lewis C Baxley, idiots, of his proceedings and sale under the order of this Court, and on motion to confirm the same, the Court, after carefully examining said return, and being satisfied that such sale was legally and fairly made, does hereby approve and confirm the same, and order that, upon the purchase price being paid in cash, in full, as per the order of this Court, the said Harmon N Baxley, Guardian, make to the purchaser, Abbie A. Baxley, a good and sufficient deed for the said premises so sold, and the said Abbie A. Baxley, having by her answer and cross-petition in this case, elected to receive in lieu of her one third (⅓) interest therein, with survivorship over in her favor, during the life of the said Charles A. Baxley, her grantor, its reasonable value in money, the Court find the just and reasonable, value thereof to be, the sum of Five Hundred and Two, ($502.00) Dollars. It is therefore ordered by the Court that, after the payment of the costs in this case amounting to $— the said Guardian pay to said Abbie A. Baxley, the said sum of $502.00 in full of her interest in said fund, leaving in the hands of the said Guardian a balance of $— to be applied by him as the law requires.

7906

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7906 Deva J. Foreman
Vs.
Henry H. Foreman

Court Common Pleas, Union County, Ohio.
April, 22nd, 1901,

This day this cause came on for hearing upon the petition of the plaintiff, and the defendant being in default for answer, the Court being fully advised in the premises, after hearing the testimony of the plaintiff and witnesses do find for the Plaintiff:-
1st. That they were married as stated in the petition,
2nd. That she was a bona fide resident of Union County, Ohio,
3rd. That due notice of the filing and pendency of said petition had been served upon the defendant by publication in the Marysville Tribune, a newspaper of general circulation in said County,
4th, All questions of Alimony as claimed in said petition was dismissed by the plaintiff without prejudice. It is therefore considered, ordered and adjudged by the Court that the plaintiff be granted a complete divorce from said defendant, each party being released from the obligations thereof, and that she recover her cost herein taxed at $—.

7863 Fannie E Lowe
Vs.
William H. Lowe

Court Common Pleas, Union County, Ohio.
April 22nd. 1901,

This cause came on for hearing this 18th day of April, A.D, 1901, and the Court find that the defendant on the second day of January, 1901 was duly served with summons and a copy of the petition therein, and that he is in default for answer or demurrer thereto. The Court further find upon the evidence adduced that the facts stated in said petition are true, and that the defendant has been guilty of gross neglect of duty towards the plaintiff in the manner charged in said petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Fannie E Lowe and William H Lowe be, and the same hereby is dissolved, and both of said parties are released from the obligations of the same. It is further ordered that the plaintiff be, and she hereby is, restored to her Maiden name of Fannie E Brard; and that she pay the costs of this proceeding, which she has accordingly done.

Duncan Dow, Judge of said Court

7859 Orsamus Poling
Vs.
Frank Shirk

Court Common Pleas, Union County, Ohio.
April, 22nd. 1901,

This cause is settled and costs paid. No record.

7818 Samuel A. Lane
Vs.
Maggie Barlow,

Court Common Pleas, Union County, Ohio.
April, 22nd. 1901,

This day this cause is dismissed without prejudice to a future action, at the costs of the plaintiff, and costs paid. No record to be made.

7915 Etta Gibson
Vs.
John Gibson

Court Common Pleas. Union County. Ohio.
Apr. 22nd, 1901.

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 them in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in the petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of willful absence for three years last past at the time of filing her petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Etta Gibson and John Gibson, 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 minor child of the parties be until further order confided to said Etta Gibson exclusively. And the John Gibson is hereby enjoined from interfering in any manner with the said child or with Etta Gibson in her custody of them, and from visiting said child until further order of Court.
It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money, the sum of One Hundred Dollars, payable at once, and in default of such payment for three days, execution is allowed to issue therefor.
It is further ordered that the plaintiff recover from the defendant her costs of this action.

1076 1077 1081 7908

Marshall, Markey et. al.
7699 Administrators &c.
Vs.
Ellen B. Brem

Court Common Pleas. Union County. Ohio.
April. 16th, 1901.

This day this cause came on to be heard upon the demurrer of defendant to the petition of plaintiff, and was argued by counsel, and submitted to the Court. Whereupon the Court after due consideration overrules said demurrer, to which ruling of the Court, the defendant by counsel then and there excepted. Thereupon defendant asked and obtained leave of Court to answer in 30 days and cause is continued.

7747 7929 7558

1076 State of Ohio. Court Common Pleas. Union County, Ohio.
vs. Indictment for Assault and Battery.
George Williams April 22nd, 1901.

This day came the defendant, and with A. H. Stanley as his surety entered into recognizance befor the Court in the sum of One Hundred Dollars, conditioned for his appearance on May, 1st, 1901, to answer said charge and abide the order and judgment of the Court, and not depart without leave.

1077 State of Ohio. Court Common Pleas. Union County, Ohio.
vs. Indictment for Assault and Battery.
Albert Williams April, 22nd, 1901

This day came the defendant with George Williams and A. H. Stanley as his sureties and entered into recognizance befor the Court in the sum of One Hundred Dollars, conditioned for his appearance on May, 1st, 1901, to answer said charge and abide the order and judgment of the Court, and not depart without leave.

1081 State of Ohio. Court Commons Pleas, Union County, Ohio.
vs. Indictment for Disturbing a Meeting.
Adrian Stanley and April, 22nd, 1901.
Geo. Williams This day came the defendants and entered into their own recognizance befor the Court, in the sum of One Hundred Dollars, conditioned for their appearance on May, 1st, 1901, to answer said charge and abide the order and judgment of the Court, and not depart without leave.

7908 Mary A. Jones.
vs. Court Common Pleas. Union County, Ohio.
J. W. Monroe, Treas. and April, 22nd, 1901.
The Village of Richwood.

This day on motion leave of the Court was granted the plaintiff to reply in ten days.

7747 Joshua Richardson,
vs. Court Common Pleas. Union County, Ohio.
B. F. Paxson et. al. April, 22nd, 1901.

This day on motion leave was granted defendant to file answer, and the same was filed.

7929 Alice Bowers.
vs. Court Common Pleas. Union County, Ohio.
Chas. W. Bowers. April, 22nd, 1901

This day on motion leave of the Court was granted the defendant to file answer herein in thirty days.

7558 Morris N. Foster
vs. Court Common Pleas. Union County, Ohio.
Alice Foster April, 22nd, 1901

This day this cause came on to be heard, and by agreement was continued, on account of sickness of Plaintiffs counsel, and witness in the case.

7747 Joshua Richardson et.al.
Vs.
B. F. Paxson et.al.

Court Common Pleas. Union County, Ohio.
April, 22 nd, 1901.

This day actions No. 7747 and 7837, Lizzie Fry Vs. Joshua Richardson et.al. were by order of the Court consolidated under No. 7747.

7911

7747 Joshua Richardson et.al.
Vs.
B. F. Paxson et.al.

Court Common Pleas. Union County, Ohio
April, 22 nd, 1901.

On motion of B. F. Paxson leave is hereby granted him to file his answer to the Supplemental Petition of Plaintiff and petition of Lizzie Fry in case No. 7837, and Lizzie Fry is granted leave to reply in No. 7837, consolidated herewith.

7747 Joshua Richardson et.al.
Vs.
B. F. Paxson et.al.

Court Common Pleas. Union County, Ohio.
April 22 nd, 1901.

This day this cause is passed for hearing until Wednesday, April, 24th, 1901. all witnesses ordered to return without further notice, order as to costs reserved.

7242 The Citizens Home & Savings Co.
Vs.
Jeannette Houghton et.al.

Court Common Pleas. Union County, Ohio.
April, 22 nd, 1901.

This day this cause came on to be heard upon the amended answer and cross-petition of Walter C. Fullington, filed March, 9th, 1901, in the above entitled cause, and was argued by counsel, and the Court being fully advised in the premises do find that due process of service was made and had by the said Walter C. Fullington against the said Jeannette Houghton, Edward P. Houghton, and Harriett B. Houghton and the Court find that the facts set up by the said Walter C. Fullington in his said amended answer and cross petition are true, and that the said Jeannette Houghton, Edward P. Houghton and Harriett B. Houghton, are indebted to the said Walter C. Fullington in manner and form as he hath in his said amended pleading alleged, in the sum of Five Thousand, One Hundred Dollars ($5100). It is therefore considered that the said Walter C. Fullington recover of the said Jeannette Houghton, Edward P. Houghton and Harriett B. Houghton, said sum of $5100, together with interest thereon at eight per cent from the date of this entry, and it is further ordered and adjudged that if the said Jeannette Houghton, Edward P. Houghton and Harriett B. Houghton fail to pay said sum of $5100 to the said Walter C. Fullington within three days from this date, an order of Sale issue to the Sheriff of this County, commanding him to appraise, advertise and sell, according to law, the real estate, and all of said real estate as found described in the petition of the plaintiff in this cause, filed herein, November, 28th, 1896, to which petition reference is hereby made for description of said lands and tenements as described in said mortgage of Walter C. Fullington; and it is further ordered, adjudged and decreed that the Sheriff bring the proceeds of said sale into Court for the further order of the Court in that behalf. And all questions of the distribution thereof, including all questions as to priority of liens &c, be continued.

7825

Court adjourned to Tuesday, April 23rd, 1901.

Tuesday, April 23rd, 1901, Court convened at 8:30 o'clock A. M.

Wm. Conklin,

7911 Vs. Court Common Pleas, Union County, Ohio.

Emma Conklin April, 23rd, 1901.

This cause came on this day to be heard on the petition, the answer of the defendant, Emma F. Conklin, and the evidence, and on consideration thereof the Court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a 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 Wm. H. Conklin and Emma Conklin 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 child Otis F. Conklin be, until the further order, confided to the said Wm. H. Conklin exclusively, and the said Emma F. Conklin is hereby enjoined from interfering in any manner with said child, or with the said Wm. H. Conklin in his custody of him. And it is further ordered that the custody, care, education and control of the said child Laura May Conklin be, until further order confided to the said Emma F. Conklin, exclusively, and the said Wm. H. Conklin, is hereby enjoined from interfering in any manner with said child, or with the said Emma F. Conklin in her custody of her.

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

John McDaniels

7825 Vs

D. A. Temple Court Common Pleas, Union County, Ohio.

April, 23rd, 1901.

This day this cause came on to be heard upon the motion to make the petition more definite and certain heretofore filed herein, and the same being argued by counsel, was submitted to the Court. Whereupon, the Court, on consideration thereof over-rules the same. Thereupon, the said defendant, by his counsel, by leave of the Court, filed a demurrer to the petition herein, whereupon the Court, on consideration over-rules the same, and the defendant is granted leave to file answer herein in thirty days. To all of which rulings in overruling the said motion and demurrer, respectively, the said defendant by his counsel excepts.

7918 J. M. Kennedy
Vs.
J. Ed. Robinson et. al.

Court Common Pleas, Union County, Ohio.
Apr. 23rd, 1901.

This day this cause came on to be heard on the demurrer of plaintiff to defendants answer, and the Court being fully advised in the premises do over-rule said demurrer. Thereupon the plaintiff asked and obtained leave to file a demurrer to the second defense set up in defendants answer, which said demurrer was filed by plaintiff instanter, and said last named demurrer was submitted to the Court by the parties, and the Court being fully advised do over-rule said demurrer, to which ruling and decision of the Court, the plaintiff excepted.
And thereupon neither party desiring to plead further, this cause was submitted to the Court, and no evidence being offered by either party, judgment is rendered in favor of the defendants, and it is therefore considered, that the defendants recover of the plaintiff their costs herein taxed to ____ dollars. To all of which rulings, decisions and judgment the plaintiff at the time excepted.

Mary E McGuire
Vs.
7710 George Kirby

Court Common Pleas Union County, Ohio.
Apr. 23rd. 1901.

This day this cause being again before the Court, and neither party having filed a motion for a new trial, It is ordered and adjudged by the Court that the plaintiff recover of the defendant the sum of $42.47 the difference between the amount found due the plaintiff and the defendant by the jury.
It is therefore adjudged that the plaintiff recover of said defendant said sum of $42.47 and any costs that may have heretofore been adjudged against the defendant, and as to all other costs, it is ordered that each party pay the costs by them respectively made, for which execution is awarded. It is further ordered that execution be staid for 30 days.

Jonas C Cline
Vs.
7824 Carl Fogle

Court Common Pleas, Union County, Ohio.
April, 23rd, 1901.

This day came the parties herein by their Attorneys, and also came the jury heretofore impaneled and sworn according to law; and thereupon this case came on for hearing on the pleadings and evidence; and the said jury having heard all the evidence in the case, the Court adjourned the further hearing of this case until, tomorrow, Wednesday, morning at 8:30 o'clock a. m.

Court adjourned to Wednesday, April, 24th, 1901

Laura Murphy.

7854 Vs. Court Common Pleas. Union County, Ohio.

George W. Murphy. April, 24th, 1901.

This cause came on for hearing on the petition, the answer of the defendant, George W. Murphy, and the evidence; and was submitted to the Court; on consideration whereof, the Court, find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of extreme cruelty and gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged that the marriage contract heretofore existing between the said Laura Murphy and George W. Murphy 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 Hazel Alberta, child of the parties hereto be confided to the said Laura Murphy exclusively, and the said George W. Murphy, is hereby enjoined from interfering in any manner with said child, or with the said Laura Murphy in the custody of her, and defendant is allowed to visit said child once a month, at a reasonable hour until further order of Court. It is further ordered and adjudged that the said plaintiff have, possess and enjoy as and for alimony the following personal property, with the right to use, sell or dispose of thereof at her pleasure, to-wit:- All her wearing apparel, and all the household and kitchen furniture now in the possession of the plaintiff. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money, the sum of Six Hundred Dollars, in addition to the temporary alimony already allowed, payable as follows:- In yearly installments of $100. on the 1st day of July each year; first installment payable, July, 1st. 1901, and in default of such payment for three days execution is allowed to issue therefor. It is further ordered by the Court that the said Laura Murphy recover from the said George W. Murphy her costs herein expended, taxed to $— and execution is awarded.

Jonas C. Cline

7824 Vs. Court Common Pleas. Union County, Ohio.

Carl Fogle April, 24th, 1901.

This day came the parties herein by their Attorneys, and also came the jury heretofore impaneled and sworn according to law, and the trial proceeded. And the said jury having heard all the evidence in the case, the argument of counsel, and the charge of the Court retired to their room in charge of the Sheriff for deliberation. And now comes said jury into open Court with their verdict in writing signed by their foreman and say:-

We, the jury, being duly impaneled ~~and~~ sworn and affirmed, find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of Eighty Dollars and Eight cents ($80.08).

Dated Apr. 24th, 1901. Wm. H. Lake, Foreman.

1081

State of Ohio.
vs.
Adrian Stanley and George Williams

Court Common Pleas, Union County, Ohio.
Indictment for disturbing a meeting.
April, 24th, 1901,

Nolle Prosequi as to the Indictment of George Williams is entered herein, by order of the Court at the request of the Prosecuting Attorney.

1083

1082

State of Ohio.
vs.
George Williams, Albert Williams
Harry Stillwood and Earnest Stillwood,

Indictment for disturbing a meeting.
Court Common Pleas, Union County, Ohio.
April, 24th, 1901,

Nolle Prosequi as to the Indictment of each of the defendants herein, is entered by order of the Court, at the request of the Prosecuting Attorney.

1081

1077

State of Ohio.
vs.
Albert Williams

Court Common Pleas, Union County, Ohio.
Indictment for Assault and Battery.
April, 24th, 1901,

Nolle Prosequi is entered herein, by order of the Court, at the request of the Prosecuting Attorney.

1079

State of Ohio.
vs.
Les. Hoover and Clarence Lindsley.

Court Common Pleas, Union County, Ohio.
Indictment for Assault and Battery.
April, 24th, 1901,

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendants bring brought into Court, in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith they are guilty. Thereupon after hearing testimony and being fully advised in the premises; It is ordered and adjudged by the Court that the said Les. Hoover pay a fine of Ten Dollars; and that the said Clarence Lindsley pay a fine of One Dollar; and that the said defendants pay the costs of this Prosecution. And it is further ordered that they stand committed to the Jail of Union County until the amount of said fine and costs are paid, or secured to be paid, or they be otherwise legally discharged.

7928

1076

State of Ohio
vs.
George Williams

Court Common Pleas, Union County, Ohio.
Indictment for Assault and Battery.
April, 24th, 1901.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant bring brought into Court in custody of the Sheriff and arraigned, waives the reading of the Indictment and for plea thereto saith he is guilty. Thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court that the said George Williams pay a fine of Ten Dollars, and the costs of this prosecution. And it is further ordered that he stand committed to the Jail of Union County, until the amount of said fine and costs are paid or secured to be paid, or he be otherwise legally discharged.

State of Ohio. Court Common Pleas, Union County, Ohio.
1083 Vs. Information of Larceny.
C.S. Clover. April 24th, 1901.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court and arraigned upon said Information, for plea thereto saith he is guilty. Thereupon the Court after hearing testimony, and being fully advised in the premises, it is ordered and adjudged by the Court, that the said C.S. Clover be imprisoned in the Columbus Workhouse, for the term of fifteen days.

State of Ohio. Court Common Pleas, Union County, Ohio.
1081 Vs. Indictment for disturbing a meeting.
Adrian Stanley et. al. April, 24th, 1901.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant, Adrian Stanley, being brought into Court in custody of the Shriff and arraigned upon said Indictment for plea thereto saith he is guilty. Thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court, that the said Adrian Stanley pay a fine of ten dollars, and the costs of this prosecution, And it is further ordered that he stand committed to the jail of Union County, until the amount of said fine and costs shall be paid, or secured to be paid, or he be otherwise legally discharged.

Rosella Martin
7928 Vs. Court Common Pleas, Union County, Ohio.
George A. Martin April, 24th, 1901

Now comes the plaintiff and the defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find 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 willful absence, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Rosella Martin and the said George A. Martin 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 of the minor child be until further order of the Court confided to the plaintiff exclusively.
It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of $300. payable one half in 6 mo. and one half in one year, and in default of such payment for three days execution is allowed to issue therefor.
It is further ordered that the plaintiff recover from the defendant her costs herein expended.

Court adjourned to Thursday, April 25th, 1901.

Thursday, April 25th, 1901, Court convened at 8:30 o'clock, A. M.

7922. The State of Ohio on relation of
Blanche Shadrick,
Vs.
Marley Melching

Court Common Pleas, Union County, Ohio.
April, 25th, 1901.

This day this cause came on for hearing, and it appearing that the child is not yet born, this cause is continued by order of the Court, to next term of Court, the same bond to be continued.

Court adjourned to Friday, April, 26th, 1901.

Friday, April, 26th, 1901, Court convened at 8:30 o'clock, A. M.

7072 Fleetwood Courtright
Vs.
L. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
April, 26th, 1901.

This day by leave of Court, the plaintiff filed his Supplemental Petition, making Mary J. Hill, and L. J. Taylor, as Guardian of Magdalene Hodgdon, defendants herein, and the said L. J. Taylor as Guardian of Magdalene Hodgdon was ordered by the Court to enter his appearance herein.

7072 Fleetwood Courtright
Vs.
L. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
April, 26th, 1901.

Leave is given to the defendant, Carrie E. Kalier to file answer instanter, and same filed; to which plaintiff excepts.

7926

7824 Jonas C. Cline
Vs
Carl Fogle

Court Common Pleas, Union County, Ohio.
April, 26th, 1901

The jury in this action having on a former day of this term rendered a verdict for the Plaintiff, and assessed his damages at $80.00 and no motion for a new trial having been made, It is therefore considered by the Court that the said Jonas Cline recover from the said Carl Fogle, the said sum of $80.00 with interest at 8% from April, 15th 1901, together with his costs herein expended.

7901 The Madison National Bank of
London, Ohio.
Vs.
E. H. Whitten et. al.

Court Common Pleas, Union County, Ohio.
April, 26th, 1901.

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

The State of Ohio, on relation of
7926 Addie E. Carter
Vs.
Wm. Ray Clements

Court Common Pleas, Union County, Ohio.
April, 26th, 1901.

And now the defendant coming into Court for plea to the charge made against him in this action, saith that he is not guilty, and the Court order the issues to be tried by a Jury.

The State of Ohio, on relation of
7926 Addie E. Carter
Vs.
Wm. Ray Clements,

Court Common Pleas, Union County, Ohio.
April, 26th, 1901.

This day came the parties herein also came the following named persons as jurors, towit:- J. F. Sedley, H. Dague, J. M. Hatton, O. H. Collier, H. H. Lake, Jerry Rinehart, Ray Perry, Robert McMillan, J. M. Borger, John Ryan, Byron Galloway, and D. P. Beaver, who were duly impaneled and sworn according to law, and thereupon the case came on for hearing, on the pleadings and evidence, and after hearing the evidence, arguments, and charge of the Court, the Jury retired to their room in charge of the Sheriff for deliberation.
And now comes said Jury into open Court with their verdict in writing signed by their foreman and say:-

"We, the Jury, in this case being duly impaneled, sworn and affirmed to well and truly try the issues in this case between The State of Ohio, on complaint of Addie E. Carter, plaintiff and William Ray Clements, defendant, do find the said defendant guilty as in the complaint alleged.

(Signed) H. Dague, Foreman.

The State of Ohio on relation of
7926 Addie E. Carter
Vs.
Wm. Ray Clements

Court Common Pleas, Union County, Ohio.
April, 26th, 1901.

The defendant, William Ray Clements, having been found guilty as charged in this case, he is now therefor 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 five hundred dollars, and that he pay said sum as follows: $100 within 30 days from this date $100 in one year from this date, $100 in two years from this date, $100 in three years from this date, and $100 in four years from this date and also that he pay the costs of this proceeding.

It is further ordered that the said defendant give security to the acceptance of this Court for the performance of this order, and in default of such payment, or security that he be committed to the Jail of the County there to remain until he shall comply with the requirement of Court, or be otherwise discharged by due course of law.

7926 The State of Ohio, on relation of
Addie E. Carter
vs.
Wm Ray Clements,
in the above case to value received.

Court Common Pleas, Union County, Ohio.
April, 26th, 1901.
I hereby assign one half the judgment
Jas. E. Robinson and W. D. Hopper for
Addie E. Carter.

Court adjourned to Wednesday, May, 1st. 1901.

Wednesday, May, 1st. 1901, Court convened at 8.30 o'clock A. M.

Appointment of Jury Commission

The State of Ohio }
Union County ss. }

Court Common Pleas, 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 Fifth 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:- James D. McCampbell of Jerome Township, Thomas C. Danforth of Liberty Township, Thomas M. Martin of Leesburg Township, and John Rausch of Paris Township, who shall be Commissioners of Jurors in said Union County for one year, to begin on the 4th Monday of May, A.D. 1901, and serve until their successors are duly appointed and qualified.

Done at the Court House in the Village of Marysville, this 1st day of May, A. D. 1901.

Duncan Dow, Judge.

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. 1901 in the Auditor's Office of Union County, Ohio, and shall then and there proceed to select one hundred and twenty-five 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 population.

Done this 1st day of May, A.D. 1901.

Duncan Dow, Judge.

Mary A. Jones.
7908 vs.
J. W. Monroe, Treas. and,
The Village of Richwood,

Court Common Pleas, Union County, Ohio.
May, 1st. 1901.

This day on motion of the plaintiff the Court grants 30 days leave to plead to the answer, and cause is continued.

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Alice Bowers

7929 Vs. Court Common Pleas, Union County, Ohio.

Chas. H. Bowers May, 1st. 1901.

This day this cause came on to be heard upon the petition of plaintiff, the answer of defendant, and the evidence; and on consideration of the same, the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth, The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness, extreme cruelty, and 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 Alice Bowers and the said Chas. H. Bowers 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 of the minor child be until further order confided to the plaintiff exclusively.
It is further ordered that the plaintiff pay the costs of this proceeding.

Emory F. Sawyer

7927 Vs. Court Common Pleas, Union County, Ohio.

E. L. Price May, 1st. 1901.

This day this cause come on to be heard on the demurrer of defendant to interrogatories attached to plaintiff's petition. The Court after hearing argument sustains same, and leave granted plaintiff to amend by inserting first day of September 1899, in place of second day of January, 1892, wherever same occurs in said interrogatories; and said insertion made, and cause continued.

D. G. Roots

7679 Vs. Court Common Pleas, Union County, Ohio.

Clara Malloy May, 1st. 1901.

This day this cause came on to be heard on the demurrer of Plaintiff to answer of defendant, the Court hearing arguments sustains same and thirty days granted defendant to file amended answer and cause continued.

Benjamin H. Green

7931 Vs. Court Common Pleas Union County, Ohio.

Emma Green May, 1st, 1901.

This day this cause came on for hearing and by order of Court was continued for service.

7747 Joshua Richardson et.al.
Vs.
B.F. Paxson et.al.

Court Common Pleas, Union County, Ohio
May, 1st. 1901,

And now this cause coming on for hearing upon the pleadings and the evidence, was submitted to the Court without the intervention of a jury, on consideration whereof the Court finds upon the issue joined for the defendant B.F. Paxson, and that neither the plaintiff, Joshua Richardson, as Guardian, Administrator, or in person, nor any one of his co-defendants in action No. 7747, nor the plaintiff nor any one of the co-defendants in action No. 7837, nor any one as heir-at-law of Clark Richardson, deceased has any estate in, or is entitled to the possession of the real property in the petition described, or any part thereof, but that said defendant, B.F. Paxson, is seized in fee simple and is rightfully entitled to the possession of the land described in the petition, and to have his title and possession to said premises quieted, It is therefore ordered and adjudged, and decreed that the title and possession of said B.F. Paxson to all and singular the premises in the petition described be quieted as against the plaintiffs in their several capacities, and as against each and every one of them, co-defendants, and all persons claiming under them, or any of them, And that said parties in the several actions, and in their several capacities, and each of them, and all persons claiming under them be, and they are hereby enjoined from setting up any claim to said premises, or any part thereof adverse to the title or possession of said B.F. Paxson, or in any manner interfering with his use and enjoyment of the same, and writ of restitution ordered.
It is further ordered by the Court, that the defendant B.F. Paxson pay to the estate of Clark Richardson deceased, the sum of $500.00 and the costs in the several actions by him made, and that out of the said sum of $500.00 said Joshua Richardson, as administrator of the estate of Clark Richardson pay to the Clerk of this Court, the costs other than those made by said B.F. Paxson, in said several actions, and a further sum of $100.00, attorney fees: $65 to Porter & Porter and $35 to Dow Aiken of Bellefontaine, O. balance to be distributed according to law, notice of appeal is given by all parties, interested the bond fixed at $100.

7920

7805 G.A. Beck,
Vs.
Rina B. Davis et.al.

Court Common Pleas, Union County, Ohio.
May, 1st. 1901,

This day this cause came on for hearing upon the returns of the Sheriff, and the report of the Commissioners heretofore appointed herein, and on the motion to confirm said report, and the said report is hereby approved and confirmed, And it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, said Commissioners returned their appraisement of said premises in the sum of $1800, and neither party electing to take said premises at the appraised value thereof; It is ordered that the same be sold at public auction and it is further ordered that an order issue for that purpose to the Sheriff of this County commanding him to advertise, and sell the same according to law; and it is further ordered that he bring the proceeds of said sale into Court subject to the further order of the Court in that behalf.

7932

Court adjourned to Monday May 6th, 1901.

Monday, May 6th, 1901, Court convened at 9:30 A.M.

Minerva Taylor

7920 Vs. Court Common Pleas, Union County, Ohio.

William Elliott et. al. May, 6th, 1901.

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

Thereupon the Court further find that the plaintiff and defendants hereinafter named are tenants in common in the estate described in the petition; that the said Louisa Elliott, widow, is entitled to dower therein, and that subject thereto the plaintiff, Minerva Taylor, has a legal right to the two tenths (2/10) of said estate, the defendants, William Elliott, Elizabeth Morris, Martha Hild, Sabra Thornburg, Amanda Freshwater, John Elliott, Mary Swank, and John Evans, each have a legal right to the one tenth (1/10) part thereof and that the plaintiff is entitled to have partition made of said premises as prayed in her petition.

It is therefore ordered that partition of said estate be made, and that dower therein be assigned to the said Louisa Elliott, and J. F. Clevenger, Charles Jewett, and J. K. Langstaff, three judicious freeholders of the vicinity are hereby appointed Commissioners to make and set off the same. And it is ordered that if said estate is entire, and cannot be divided by metes and bounds, the dower of the said Louisa Elliott be assigned as of a third part of the rents, issues and profits thereof, and that said estate be appraised, subject to such dower interest.

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

Maggie Fuller.

7932 Vs. Court Common Pleas, Union County, Ohio.

Benjamin F. Fuller May, 6th, 1901.

This cause came on for hearing this sixth day of May, A.D. 1901, and the Court find that the defendant on the 30th day of March, 1901, was duly served with summons and a copy of the petition herein, and that he is in default for answer and demurrer thereto. The Court further find upon the evidence adduced that the facts stated in said petition are true, and that the defendant has been guilty of extreme cruelty and gross neglect of duty towards the plaintiff in the manner and form alleged in her said petition herein. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Maggie Fuller, and Benjamin F. Fuller be, and the same hereby is dissolved, and both of said parties are released from the obligations of the same. It is further ordered that the plaintiff be, and she hereby is restored to her former name of Maggie Fink, and that she pay the costs of this proceeding taxed at $— and recover the same of the defendant, and judgment is accordingly rendered against him in her favor therefor.

The Southern Ohio Loan & Trust Co.

7857 Vs. Court Common Pleas Union County, Ohio.

Anna Howard et. al. May 6th, 1901.

This day this cause came on to be heard on the motion of the Plaintiffs attorney to confirm the sale made in this case by the Sheriff and the Court being fully advised in the premises find the said return of said Sheriff, and said sale made by him is correct and in conformity to law, and the Court thereupon approves and confirms the sale, and orders the Sheriff to make purchaser a good and sufficient deed upon payment of the purchase money. All questions as to distribution of the proceeds is hereby passed. 7933

7935 In the matter of the Estate of Isaac Brodrick, deceased.

Court Common Pleas Union County, Ohio.

May 6th, 1901. 7940

This day came R. L. Woodburn, Administrator of the estate of Isaac Brodrick, late of Union County, Ohio, deceased, and presented the Inventory and Sale bill of said estate duly verified. Whereupon the Court after a careful examination of the same, and being satisfied that said Administrator has in all respects complied with the Statutes in such case made and provided. do order the said Inventory and sale bill filed and recorded. — Duncan Dow. Judge.

The C.C.C. & I. L. R.R. Co.,

7937 Vs. Court Common Pleas, Union County, Ohio.

The Village of Milford Center, O. May, 6th, 1901. 7699

By arrangement of the Counsel, defendants time to plead herein is extended to June, 13th, 1901.

Edwin H. Perkins, Admr.

7914 Vs. Court Common Pleas, Union County, Ohio.

William H. Merchant, Admr. May, 6th, 1901.

This cause being heard on demurrer to the third and fourth grounds of defense set forth in the answer herein filed, it is considered and ordered by the Court that the said demurrer be, and the same hereby is sustained, and to the said order of the Court in sustaining the said demurrer, the said defendant, by his counsel excepts. And thereupon, the said defendant not asking to plead further, and a jury having been waived, this cause was submitted to the Court, upon the pleadings and the evidence, and on consideration thereof, the Court finds on the issues joined, for the plaintiff, and finds that there is due and owing to said plaintiff, as Administrator of the estate of Lydia Ann Perkins, deceased, from the said defendant, as Administrator of the estate of Abner Liggett, deceased, the sum of Three Hundred and Fifty Dollars ($350.00) with interest thereon at the rate of six per centum per annum from the 17th day of January A.D. 1901. 7949

It is, therefore, considered, ordered and adjudged by the Court that the said plaintiff recover from the said defendant, as such Administrator, the said sum of $350.00 with interest thereon at the rate of six per centum per annum from the 17th day of January A.D. 1901 as aforesaid found due, together with his costs in this behalf expended taxed at $—, And to the said findings, orders and judgment of the Court, in the premises the said defendant by his counsel excepts. 7942

Court adjourned to Thursday June 13th, 1901 7825

Thursday June, 13th, 1901, Court convened, and by order of Court was adjourned to Monday, July, 1st, 1901.

Monday, July 1st. 1901, Court convened at 10 o'clock A. M. with Hon. Dudley Dow present.

William M. Carlisle et. al.
vs.
7933 George L. Fugle et. al.

Court Common Pleas, Union County, Ohio.
July, 1st. 1901.

This day this cause came on to be heard, and was continued for service.

James H. Dillon
vs.
7940 Thomas Palen

Court Common Pleas, Union County, Ohio.
July, 1st, 1901.

This day this cause came on to be heard, and it appearing to the Court, that the defendant had paid to the plaintiff the amount claimed in the petition, and also the costs in this case to the Clerk of this Court, this cause is dismissed.

Marshall Markey, et. al.
vs.
7699 Ellen C. Bern

Court Common Pleas, Union County Ohio.
July, 1st, 1901.

This day this cause came on to be heard, and on motion of the defendant by counsel 30 days leave was granted in which to answer.

Johnathan E. Buffington
vs.
7949 Lizzie J. Buffington, Admr.

Court Common Pleas, Union County, Ohio.
July 1st. 1901.

This day on motion of the defendant, leave was granted to answer in 30 days, and also on motion of the defendant, by counsel, plaintiff was required to give security for costs in 60 days.

Carrie E. Katier et. al.
vs.
7942 Fleetwood Courtright et. al.

Court Common Pleas, Union County, Ohio.
July, 1st. 1901,

This day on motion of defendant, Fleetwood Courtright, leave was granted him to file reply and demurrer in this action, and the same was filed.

John McDaniels
vs.
7825 D. A. Dimple

Court Common Pleas, Union County, Ohio.
July, 1st. 1901,

This day this cause came on to be heard, and on motion of the plaintiff by counsel, 40 days leave was granted in which to reply.

7939

Fleetwood Courtright
vs.
L. J. Taylor et. al.

Court Common Pleas Union County, Ohio.
July 1st. 1901.

This day this cause came on to be heard, and was submitted to the Court, and the defendants came not, but made default herein and the Court being fully advised in the premises finds for the plaintiff, and finds that the statements of said petition are true, and that said judgment described in said petition ought to be revived, and that there is now due plaintiff thereon the sum of $1164.00 with interest thereon at 8% and $1479.80 with interest at 6% and costs of said suit $33.53 and $10. Interest on said costs $4.53.

It is therefore considered, ordered, adjudged and decreed that said judgment be and the same is hereby revived by the order of this Court, and that the said plaintiff recover of the said defendant, L. J. Taylor Eleven Hundred and Sixty-four Dollars, ($1164.00) with interest thereon at 8%, and Fourteen Hundred and Seventy-nine and 80/100 Dollars ($1479.80) with interest at 6% and $43.53 costs and interest thereon, heretofore expended, and his costs herein taxed at $—.

7950

7072

Certificate for Sheriff's Pay.

Sheriff's Office, Union County, Ohio.
Marysville, Ohio, May 1st. 1901.

To Hon. Duncan Dow, Judge:

The Court Charges for the April Term, A.D. 1901, Union County Common Pleas, are due for services rendered, and are as follows:-

Union County, Ohio.

To Simeon F. Burnham Dr.

To serving Grand Jury Venire		$4.50
" " Petit Jury Venire		$4.50
" " Special " "		4.50
" " Grand Jury Witnesses, 41,		4.10
" making 42 copies, Grand Jury Witnesses		4.20
" 440 miles travel, " " "		35.20
" calling 54 " " "		2.70
To Joseph Lawrence 13 da. as Bailiff		26.00
" Allen Haines 13 " " "		26.00
	Total	$111.70

I Hereby certify the above bill to be correct.

S. F. Burnham, Sheriff.
Union County, Ohio.

7937

To the Clerk of the Courts, Union County, Ohio.

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

Duncan Dow, Judge
Common Plead Court.

7844

The Connecticut Mutual Life Insurance Co.

7950 Vs. Court Common Pleas, Union County, Ohio.

Frank Carpenter et. al. July, 1st. 1901.

This cause coming on to be heard it appearing to the Court that the defendant David T. Palm, has paid to the Clerk of this Court the amount prayed for by the plaintiff in its petition, and has also paid the costs herein, this cause is therefore hereby dismissed.

Flutwood Courtright

7072 Vs. Court Common Pleas, Union County, Ohio.

I. J. Taylor et. al. July 1st 1901.

This day the parties to this cause came and agreed to a continuance to the next term of this Court. And thereupon Adrian M. Taylor, and Carrie E. Katier, executed to Simeon Burnham as the Sheriff of Union County, Ohio, a re delivery bond for the property levied upon by said Sheriff, now in the possession of said I. J. Taylor with Adrian M. Taylor and Carrie E. Katier as sureties on said bond, including all property on the writ dated April 29th, 1901, also the one dated June 26th, 1901, levied upon by said Sheriff, the said property to be held by said Adrian M. Taylor, and Carrie E. Katier, until final disposition of this case by the Court, and to obey the order of the Court relating thereto.
And as to the growing crops levied on by said Sheriff, it is agreed by the parties, that said Adrian M. Taylor and Carrie E. Katier shall continue in control of the same and to cultivate and harvest the same as may become necessary, and that he shall keep an account of his expenses in so cultivating and harvesting said crops, and that he shall be allowed said expense account out of the proceeds of said crops, if at the final hearing of this cause, the Court shall hold that the said growing crops shall be applied in payment of the judgments described in plaintiffs petition.

The Cleveland, Cincinnati, Chicago & St Louis R.R. Co.

7937 Vs. Court Common Pleas, Union County, Ohio.

The Village of Milford Center, O. July, 1st. 1901.

This cause coming on to be heard, the defendant is granted leave to plead in 30 days from this date.

Lewis Kline

7844 Vs. Court Common Pleas, Union County, Ohio.

Mary Northup et. al. July, 1st. 1901.

This cause coming on to be heard by the Court, upon motion the Infirmary Directors of Henry County, Ohio, are hereby made parties defendants, and granted leave to plead in 30 days from July, 1st. 1901.

7844

Lewis Kline
Vs.
Mary Northup et. al.

Court Common Pleas, Union County, Ohio.
July 1st. 1901.

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 and demand of the said petition and that they are in default for answer and demurrer; and that the said petition is thereby confessed by them to be true. Thereupon the Court find that said Lewis Kline is seized of, and has a legal right to the undivided six fortieths part thereof, the said Mary Northup to the undivided twelve fortieths part thereof, and the said Jacob Kline to the undivided eleven fortieths part thereof, Caroline Carnes to the undivided five fortieths, Katherine Kline to the undivided six fortieths; and no reason appearing why partition should not be made, It is therefore ordered, adjudged and decreed that partition of said estate be made, and that an order issue to the Sheriff of the said County of Union, commanding him that by the oaths of J. S. Welch, H. A. Westlake and John Lee, three judicious and disinterested freeholders of the county who are not of kin to either party, and who are hereby appointed Commissioners for that purpose, and he came to be sworn and divided to the said plaintiff and to each of the said defendants the part and proportion to which they are severally found entitled. And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by metes and bounds without injury to the value thereof, they appraise the same free from dower thereof. And of this proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

7934

7930

Frank Berry
Vs.
E. S. Sheidmore

Court Common Pleas, Union County, Ohio.
July 1st. 1901.

This day this cause came on to be heard, on the motion of the defendant for an order of dismissal for want of security for costs, and it appearing to the Court that on April 15th. 1901, an order was made by this Court that the plaintiff, being a non-resident of Union County, be required to give security for the costs herein within the 30 days next following, and the plaintiff having wholly failed to give said security, now therefore it is ordered that said cause be dismissed and a judgment is awarded against the plaintiff for the costs herein made.

7921

7934 Martha J. Robinson
vs.
Robert L. Robinson

Court Common Pleas. Union County, Ohio.
July 1st. 1901.

Now come the plaintiff and the defendant having been legally summoned by publication 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 also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same and was at the time a bona fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of willful absence for more than three years last past from the filing of petition, as set forth in said petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the Court that the marriage contract heretofor existing between the said Martha J. Robinson and Robert L. Robinson Sr, and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said children of the parties be until further order confided to the said plaintiff exclusively, and the defendant is hereby enjoined from interfering in any manner with either of said children, or with the plaintiff in the custody of them, and from visiting said children until further order of Court. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of One Hundred Dollars, within 30 days from July 1st, 1901. and in default of any such payment for three days after the time ordered by Court for the payment of same, execution is allowed to issue therefor.

7921 Andrew Renner
vs.
George Stoll et al.

Court Common Pleas. Union County, Ohio.
July 1st. 1901.

This cause came on to be heard on the petition and the evidence, the defendants being in default of answer and demurrer, although duly served with process; on consideration whereof the Court finds that the allegations of the petition are true, that there is due from the defendant, George Stoll, to the plaintiff, on the note and mortgage set forth in his petition, the sum of $1152.34 One thousand and fifty-two Dollars and thirty four cents, which bears interest from the 8th day of April, 1901, and is a good and valid lien and the first lien on the premises in the petition described.

It is therefore considered, that said plaintiff recover of defendant George Stoll, said sum of $1152.34 and also his costs of this action. And it is ordered and decreed, that unless the costs of this suit, and the amount found due plaintiff, with interest

shall be paid within five days from the date of this decree, the defendants equity of redemption shall be foreclosed and an order of sale shall be issued to the Sheriff of said County, directing him to appraise, advertise and sell said premises according to law, including advertisement in a German newspaper, and from the proceeds of such sale, he shall pay First:- the costs of this suit, and any taxes, penalties and interest and assessments due upon said premises.

Second:- To said plaintiff said sum of $1152 34/100 with interest as aforesaid, and bring the balance if any into Court.

And it is further ordered that a memo of this proceeding be entered on the margin of the record of said mortgage.

7914

The Southern Ohio Loan & Trust Co.

7857 Vs. Court Common Pleas, Union County, Ohio.

Anna Howard et. al. July, 1st. 1901.

This day came the plaintiff and moved the Court to set aside the sale, heretofore made in this case, and which sale the Court finds was confirmed at the present term of this Court as appears on the journal of the present term and found on page 244 of Journal 19. The Court hereby at the same term, towit, on July, 1st. 1901 set said entry aside, and hereby on said motion of the plaintiff sets aside said proceedings of said Sheriff, and the return of said sale so made, by him, and hereby orders and awards a new order of sale to issue in said case to said Sheriff, and the Sheriff is authorized and ordered to execute said last mentioned order of sale and make his return thereto according to law.

7920

G. H. Beck

7805 Vs. Court Common Pleas, Union County, Ohio.

Rina B. Davis et. al. July, 1st. 1901.

This day this cause came on to be heard, upon the return of the Sheriff of the sales as made by him in this case, and upon motion of the parties, the Court examined said proceedings of said Sheriff of said sales, and finds the same in all respects correct, and do approve and confirm the same. And upon the down payment the Sheriff is ordered to make to each purchaser a deed for the property respectively bid off by each, the payments to be made by said purchasers to be 1/3 down, 1/3 in one year, and 1/3 in two years, with interest according to law, for the property, the same to be secured by mortgages on the property, purchased by each respectively. The Sheriff after paying the costs of Court, and the taxes now due, on the premises is ordered to retain the balance of said monies and securities, until the further order of this Court.

7943

Edwin A. Perkins, Admr.

7914 Vs. Court Common Pleas, Union County, Ohio.

H. H. Merchant, Admr. et. al. July, 1st. 1901.

This day this cause came on to be heard, upon the motion of the defendant to so vacate and modify the entry placed on the Journal in this case, at this term of Court, as found in Journal 19 Page 244 of this Court, so as to sustain the defendants motion and grant him leave to amend his said answer on file herein, and to that end the finding of the Court on the issue joined for the plaintiff, the amount so found due the plaintiff, and the judgment rendered therefor is herby set aside and vacated, and the defendant is ordered to amend his said answer in ten days from the date hereof, towit, by July, 11th, 1901. Said entry of May 6th, 1901, stands and remains in force as to the sustaining of said demurrer and exceptions by defendant thereto.

Minerva Taylor

7920 Vs. Court Common Pleas, Union County, Ohio.

William Elliott et. al. July, 1st. 1901.

This cause came on to be heard on the report of the Sheriff and Commissioners of their proceedings under the writ of partition and dower, herein; and upon due consideration the Court finds that said proceedings have been in all respects correct and lawful; that dower has been assigned to said Louisa Elliott widow of said John Elliott deceased. And it further appearing that partition of said estate cannot be made without manifest injury to the same and that said Commissioners have appraised the value at its true value in money subject to said dower estate as heretofore assigned at the sum of $45.00 per acre and neither party electing to take said premises at said valuation on motion of J. L. Jolliff attorney for plaintiff it is ordered that said estate be sold at public auction by the Sheriff of said County according to law, and of his proceedings said Sheriff shall make due return without unnecessary delay.

Margaret Barbara Kress

7943 Vs. Court Common Pleas, Union County

Henry Kress July, 1st. 1901.

On motion of plaintiff and good cause being shown it is ordered that the sum of Twenty five Dollars be allowed as alimony to plaintiff herein and the same is hereby allowed and ordered to be paid by Sept. 1st. 1901, to plaintiff or her attorney, J. B. Cole, and in default for three days execution is awarded.

7735 Lewis F. Orahood
Vs.
Rosa Orahood

Court Common Pleas Union County, Ohio.
July, 1st. 1901.

This day this cause came on for hearing on the petition of the plaintiff, and the answer and cross petition of the defendant and the evidence, and the Court being fully advised in the premises finds, that the parties were married as in the petition allegd. The Court further finds that the defendant has been guilty of willful absence for more than three years and that the plaintiff is not entitled to a decree of divorce therefor.

The Court further finds that the plaintiff has been guilty of willful absence from the defendant for more than three years last past, and of gross neglect of duty, and that defendant is entitled to a divorce therefor.

That the defendant has been a resident of the State of Ohio for more than a year last past, and is a bona fide resident of Union County, Ohio.

It is therefore ordered, and adjudged by the Court that the marriage contract heretofore existing between the said Rosa Orahood and the said Lewis F. Orahood, be and the same hereby is dissolved and both parties released from the same. It is further ordered that the custody, care, education and control of the said minor child born of said marriage be, until the further order of this Court, confided to the said Rosa Orahood exclusively and the plaintiff is hereby ordered to pay to the defendant the sum of $8 per month for the support of said child until the further order of the Court. It is ordered that the plaintiff pay the costs herein.

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

The Present Term of this Court was begun on the 15 th day of April, A.D, 1901, and continued from day to day and from time to time by regular adjournments until this 1st day of July, A.D. 1901 and is now adjourned without day.

Attest:-

Chas Tuthorwood,
Clerk.

In Vacation.

7945 Jesse S. Cameron et. al.
Vs.
The Village of Marysville et. al.

Court Common Pleas, Union County. Ohio.
August, 1st. 1901,

This first day of August, 1901, this cause came on to be heard at Chambers upon the motion of defendants to vacate and dissolve the temporary injunction heretofore allowed herein, upon consideration whereof said motion is sustained and said injunction is dissolved,
Plaintiff gave notice of their intention to appeal, Bond fixed at $100.
Plaintiff also excepted to the dissolution of said Injunction.

Duncan Dow,
Judge of Court of Common Pleas.

Order to Draw Jury

Order to Draw Jury for September Term, 1901.

It is hereby ordered that the Clerk of Common Pleas Court of Union County, Ohio, shall on the 19th day of August, A.D. 1901, cause to be drawn, according to law, the names of fifteen (15) persons to serve as Grand Jurors, and the names of fifteen (15) persons to serve as Petit Jurors at the next term of said Court, commencing, on the 16th day of September, A.D. 1901. Said Grand Jurors to appear on the 16th day of September, and said Petit Jurors to appear on the 17th day of September, A.D. 1901, at 9 o'clock A. M.

Duncan Dow, Judge of Court of Common Pleas of Union Co. Ohio.

August 10th, 1901.

7955 Iola Tallman
Vs.
S. S. McPeek et. al.

Court Common Pleas. Union County, Ohio.
Aug. 12th, 1901

The Plaintiff, Iola Tallman, by her attorney, J. E. Robinson, hereby gives consent to the filing of an answer, by the Globe Building and Loan Company in the above entitled case, the time for filing under the rule having been past.

James E. Robinson, Atty for Plff.

The State of Ohio, Union County ss.

This separate session of the Court of Common Pleas of the Tenth Judicial District and the Third Sub-Division of the State of Ohio, within and for the County of Union, for the Term of September, in the year of our Lord, One Thousand Nine Hundred and One held in the Court House in the Village of Marysville, County and State aforesaid, was begun on Sept. 16th, in the year aforesaid,

Present:- Hon. Duncan Dow, Judge,
Simeon F. Burnham, Sheriff of Union County, Ohio.
Attest:- Chas Funhorwood, Clerk of said Court,

The Venire Facias for a Grand Jury heretofore issued and returnable this 16th day of Sept. A.D. 1901, at 10 o'clock A. M. was duly returned by the Sheriff with his endorsement thereon as follows, to-wit:

The State of Ohio, Union County ss.

On the 19th day of August, 1901, I received this Venire and served the same on the several persons named therein, at the times and in the manner placed opposite their names endorsed hereon.

					miles
1.	S. McVey	on August 29th, 1901,	Personally		0.
2.	Thomas Epps	not found in Union County,			
3.	George Moder	on Aug. 20th, 1901,	by mail		10
4	Ollie McGee	" " 30th, 1901.	"	"	28
5.	Cole Howard	" " 21st, 1901	"	"	14
6.	John Hudson	" " 20th, 1901	"	"	18
7.	John L Drake	" " 23rd, 1901	"	"	42.
8.	C. J. Wyeth.	" " 20th, 1901	"	"	18
9.	Elmer Thompson	" " 22nd, 1901	"	"	16
10	A. D. Hilbert	" " 21st, 1901	"	"	15
11	Jacob Schiderer	" " " "	"	"	14
12.	Edward Lewis	" " 27th, 1901	"	"	42
13	Adam Richey	" " 21st. 1901	"	"	8
14	Chas. Liggett	" " 23rd, 1901	"	"	0
15	M. H. Hill	" " 20th, 1901,	"	"	32.

S. F. Burnham, Sheriff.

And upon calling the same in open Court all the above named persons appeared in answer thereto except Thomas Epps, who was not found in Union County, and Ollie McGee, M. H. Hill, and John L. Drake, who were excused for cause shown, and the Court thereupon ordered the Sheriff to complete the panel, which was done.

The following named persons compose the Grand Jury:-

1. S. McVey
2. George Moder.
3. Cole Howard.
4. John Hudson.
5. C. J. Wyeth.
6. Elmer Thompson.
7. A. D. Hilbert
8. Jacob Schiderer.
9. Edward Lewis.

10. Adam Richey.
11. Chas. Liggett
12. Safe Mullen.
13. J. M. Flickinger
14. John Guthery
15. John Cartmell.

And the panel being now complete, the Court appointed George Moder foreman, and he with his fellow jurors took the oath in manner and form prescribed by law, and the said jury being instructed by the Court in relation to their duties, were conducted to their room attended by the Sheriff. 7956

7958

Appointment of Court Bailiff

Court Common Pleas, Union County, Ohio.
September Term, 1901.

It is ordered by the Court of Common Pleas, in and for the County of Union and State of Ohio, that Joseph H. Lawrence be and he is hereby appointed Court Bailiff to serve during the present Term of this Court or until the Court shall otherwise direct, and as such Bailiff he shall preserve order in the Court Room, open and adjourn Court, impanel juries except in capital cases, and discharge such other duties as the Court may from time to time direct. 7938

Thereupon in open Court came the said Joseph H. Lawrence and accepted said appointment and took the oath of office to faithfully discharge and impartially perform the duties of said appointment. 7951

7803 George Ridel et. al. vs. Alice White

Court Common Pleas. Union County, Ohio.
Sept. 16th, 1901

This cause coming on to be heard on the petition of the plaintiffs and the answer and cross petition of the defendant, and the plaintiffs being in default for reply and not desiring to plead further, and the defendant desiring her title to the real estate described in the petition quieted as prayed in her answer and cross petition, the Court upon due consideration of said pleadings, and after hearing evidence thereon find that the facts stated and allegations made by the defendant in her said answer and cross-petition are true, and that neither the plaintiffs nor any one of them have any estate in or title to the real estate described in their petition or in or to any part thereof, but that the defendant is seized in fee simple of the whole thereof and is rightfully in possession of the same, and that she is entitled to the equitable relief prayed for in her said answer and cross-petition, and to have her title and possession to the said premises quieted.. 7949

7699

It is therefore ordered, adjudged and decreed that the title and possession of the defendant to the said premises be quieted as against the plaintiffs and each of them, and all persons claiming under them and that the plaintiffs, and each of them, and all persons claiming

under them or any of them, Or, and they hereby are enjoined from setting up any claim to said premises, or any part thereof, or in any manner interfering with her use and enjoyment of the same, It is further ordered that the plaintiffs pay the costs of this action taxed at $17.96,

The State of Ohio, in re, Grace Beany,

7956 Vs. Court Common Pleas, Union County, Ohio.

Leo Berry Sept. 16th, 1901.

This day this cause was dismissed by plaintiff at her costs.

Settie M. Black

7958 Vs. Court Common Pleas, Union County, Ohio.

Merinda Black Sept. 16th, 1901.

This day on motion to the Court leave was granted the defendant to file amended answer in 30 days, and cause continued.

T. H. Biddle

7938 Vs. Court Common Pleas, Union County, Ohio.

H. C. Hamilton Sept. 16th, 1901.

This day on motion to the Court leave was granted the defendant to answer by the 23rd day of Sept. 1901.

John E. Gilgus

7951 Vs. Court Common Pleas, Union County, Ohio.

Allen Haines et. al. Sept. 16th, 1901.

This day on motion to the Court leave was granted the plaintiff to file petition in this case, and the same was filed.

Johnathan E. Buffington

7949 Vs. Court Common Pleas, Union County, Ohio.

Lizzie J. Buffington Admr. Sept. 16th, 1901

This day it was ordered by the Court that unless the plaintiff give security for costs in the above case within ten days that this cause be dismissed.

Marshall Markey, Admr. et. al.

7699 Vs. Court Common Pleas, Union County, Ohio.

Ellen C. Berry Sept. 16th, 1901.

This day on motion to the Court leave was granted the defendant to file answer in the above case, and the same was filed.

7957 Chas. H. Tway
Vs.
The American Express Co.

Court Common Pleas, Union County, Ohio.
Sept. 16th, 1901,

This day on motion to the Court leave was granted the plaintiff to file petition in this case in ten days.

7954

7715 Philip Speasemaker
Vs.
Walter H. Byerly.

Court Common Pleas, Union County, Ohio.
Sept. 16th, 1901,

This day this cause came on for hearing and the same was continued by agreement of the parties.

7903 Josie D. Baughman
Vs.
Reuben Stults

Court Common Pleas, Union County, Ohio.
Sept. 16th, 1901,

This day this cause came on for hearing and by agreement of the parties was dismissed at the defendants costs.

7959 Edward Black
Vs.
Sellie M. Black

Court Common Pleas, Union County, Ohio.
Sept. 16th, 1901,

This day this cause was continued by the Court.

7965

7970 William S. Grimes
Vs.
James H. Grimes et. al.

Court Common Pleas, Union County, Ohio.
Sept. 16th, 1901,

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

7927 Emory F. Sawyer
Vs.
Emanuel L. Price

Court Common Pleas, Union County, Ohio.
Sept. 16th, 1901,

This day on motion to the Court leave was granted the defendant to file answer and the same was filed.

7908 Mary A. Jones
Vs.
J. H. Monroe et. al.

Court Common Pleas, Union County, Ohio.
Sept. 16th, 1901,

This day on motion to the Court leave was granted the plaintiff to reply in the above case in five days.

Hayman & Hanline

7954 Vs. Court Common Pleas, Union County, Ohio.

P. J. Speyer Sept. 16th, 1901.

And now comes the said plaintiff by their Attorney, and the said defendant having failed to demur or answer to the petition of the said plaintiff, the same is therefore taken to be true; and it is considered that the said plaintiff ought to recover the said sum of $98.81 so demanded in their petition together with the sum of $16.87 which the Court find due as the interest thereon, as prayed for in said petition; it is therefore considered that the said plaintiff recover against the said defendant the said sum of $115.68 together with costs in and about the suit expended, taxed to $— for which execution is awarded.

The Northern National Bank.

7965 Vs. Court Common Pleas, Union County, Ohio.

Fredrick S. Giddings et. al. Sept. 16th, 1901

This day this cause came on to be heard upon the petition of plaintiff, the defendants, Frederick S. Giddings, and Mary Giddings, Fannie S. Cummings, Robert S. Cummings, Jr. Isabelle Cummings, Harriett C. Osborn, George C. Osborn, Charles F. Osborn, and John M. Osborn, C. N. Gale, Theodore A. Phillipps, Dwight S. Phillipps, Charles R. Smith, Katherine Smith, Catherine Stockley, Esther G. Hatch, Alvin T. Hatch, having each waived, the issuing and service of summons in the above entitled action, entered their appearance thereto, and the said defendant, J. B. Robinson, having been duly and legally served with summons herein, and each having due and legal notice of the pending of this suit, and each and all of the defendants, being in default for answer, demurrer, or other pleading to the petition; and was submitted to the Court, on consideration whereof the Court do find that the allegations in the petition contained are by each of the defendants, including J. B. Robinson, 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 eight per cent per annum from maturity payable annually to this 16th day of Sept. 1901, the sum of $ 24781.70.

The Court further find that in order to secure payment of said notes set up in the said petition said Frederick S. Giddings and Mary Giddings, his wife, Joseph H. Cummings (who has since deceased) and Fannie S. Cummings, his wife, executed and delivered to the plaintiff the mortgage deed in the petition described and on the undivided one half (½) of the premises therein described, that said mortgage was duly recorded in mortgage record No. 31, page 632, et. seq. in the office of the County Recorder in and for Union County, Ohio, and is a valid and subsisting, and (excepting the taxes) the first and best lien on the undivided one half (½) of said premises described

in the petition. The Court further find that the condition of defeasance in said mortgage has been broken and that the plaintiff is hereby entitled to have said mortgage foreclosed and said premises (excepting that tract or parcel of land sold and conveyed by said Frederick S. Giddings, and Mary Giddings his wife, J. W. Cummings and Fannie S. Cummings, his wife, Charles R. Smith, Katherine Smith, Esther G. Haleh, and Alvin T. Haleh, her husband, and Leela Stockly, Theodore A Phillips and Delight S. Phillips, his wife to E. W. Wells on the 7th day of November, 1894, and which is described as follows, Viz:- Situate in Allen Township, Union County, Ohio, and in Surveys Nos. 14602 and 7022, Erginning at a stone at the South corner of said Surveys Nos. 14602 and 7022, N. 57 deg. 30 min, E. 30 40/100 poles to a stake corner to Edgar W. Wells' land; thence with the South line of said Wells' land N. 32 deg. 30 min. W. 38 poles to a stake corner to said Wells' land; thence with the North line of said Wells' land, prolonged, S. 32 deg. 30 min W. 30 40/100 poles to a stone and brick in the West line of Survey No. 14602; thence with the said Survey line S. 32 deg. 30 min, E. 38 poles to the place of Erginning, containing 7 20/100 acres more or less, Ering 3 acres in Survey No. 7022, and 4 20/100 acres in Survey No. 14602, which is released from the operation of said mortgage, sold to pay the unpaid indebtedness secured by said mortgage.

It is therefore considered, adjudged, and decreed, that unless said defendants named in said petition or either of them, shall within three 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 the plaintiffs the sum of $ 34 781.70 with interest from the 16th day of September, 1901, 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 issue thereafter 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 newspaper is hereby dispensed with.

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In Memoriam

Memorial by the Members of the Union County Bar, on the occasion of the Assassination of the President.

Marysville, O. Sept. 16th, 1901.

To the Hon. Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio:-

As the Court is about to convene this morning, William McKinley, late President of the United States, lies cold in death, his body draped for the grave is lying at the National Capital, and the grief stricken nation mourns. Sharing with all the people of this country the common sorrow, we feel depressed and unable to proceed with the business of the Court, and have come to ask your Honor to allow us to present to you, to be spread upon the Journal, a testimonial of our bereavement that it may be preserved upon our records. William McKinley was a native of Ohio, coming up under the fostering care of our laws and institutions, enjoying in his humble home all the safeguards that our humane laws throw around the homes of all, and drinking in that true spirit of patriotism and love for all that makes of us so great a nation. Devoted to his country, when yet a mere boy he was called upon to bear his share in preserving its life; and well and nobly he performed this service. He entered the army as a private soldier sharing with his comrades the privations and perils of war; and when the Nation triumphed he had earned and received promotion, and came back to private life with a stainless soldier record.

He became a member of the Ohio Bar, and as such showed marked ability as a lawyer, and when he left the bar to enter public life, he left with the good will and esteem of all his brother members and the Courts in which he practiced his profession.

Entering public life as member of Congress, he devoted himself to the interest of the people whom he served, and received their commendation and indorsement again and again. His views on matters of great public policy became to him convictions of truth, and he was unswerving in his duty as he saw it. He loved the people of Ohio, and was twice called to the office of Governor, and he left that high office as he had entered it, with the good will of the people of his native state, whose faith in him was so strong that they insisted upon higher honors for him. When nominated for the high office of President he had before him only matters of domestic public policy upon which he had the strongest convictions, but scarcely had he entered upon his office as President until the discontent of our people because of the oppression in Cuba became so great that war with Spain was seriously threatened. To this new duty he turned his attention and prepared the Nation for the serious task before it. Safely he guided us through all the trying ordeal of that struggle, and like the lamented Lincoln just when he was ready to enjoy the fruits of his success he was stricken.

William McKinley loved the people and believed in them. It was joy to him to grasp the hand of an honest man, no matter if that hand was grimy with toil. His heart was warm and generous, and he loved to mingle with the people as one of them. His great care was for their prosperity and happiness and it grieved him to see men willing to work, find no employment for he knew that a wife and little children were depending upon the arm that sought labor and found it not. In this spirit of devotion he mingled with the people at Buffalo. He had finished an address looking to the future greatness of his country, and breathing high hopes for the welfare of his people. He stood in

line while they passed by and grasped each friendly hand as it was extended and bid the man God speed, With a smile upon his face and love in his heart he reached his hand in friendship, and met the serpents sting. With a cowards disguised hand, a monster struck down this kindly and defenseless man. Giving a look kindred to that the Master of Life gave the disloyal Peter, he fell back into the arms of his friends to be carried away to suffering and death. He had loved and served his people and his God, and death had no terrors for him. His last words were- "It is God's way, let His will be done-"

Such, your Honor was the noble life we mourn, and because of this great tragedy we feel impelled to ask your Honor that out of respect to his memory, the Court adjourn until after the body is laid in the quiet of his family lot, in Canton, after which we will resume and be prepared to go forward, as he would ask us to do.

We cannot close this testimonial, however, without in some way, trying to express our abhorrence, in temperate speech, of this awful crime against God and man. Order is Heaven's law and the Eternal God rules over all and he has so appointed us, that we, as a people, and a Nation must rule and govern ourselves; protecting the life he has given us from the cradle to the grave. The people must have the full measure of liberty consistent with the public good, and one measure upon which we insist is that of mingling with the people and among our fellows without danger from an assassin's hand. The weak and defenseless look to the Courts and the law for protection and it must be given at whatever cost. A citizen of this great Nation, be he President, or in humble life must have the right to move among his fellows with safety and without apprehension of the assassin's dagger.

Good and loving hearts must not be required to have a guard to protect them in this fair land. Whomsoever aids or abets, or counsels another to disregard law and social order and to commit deeds of violence, is an enemy and entitled to no place in Free America. Freedom is liberty to do right and observe the Golden Rule, and is not meant for an assassin's shield.

Anarchy, and anarchist must be destroyed or driven from the land. This good Nation of ours has been face to face with stern duties before, and the people have not faltered nor will they falter in this. Anarchy will be met with a stern hand and strong arm nor will we be ready to cease until this viperous breed have been annihilated. The miserable tool of the anarchistic creed has forfeited his worthless life, but it is not enough to repay the nation's loss nor heal the wounded hearts that are bleeding today. We ask for more than the life of the assassin, we demand the death of the poisonous creed that teaches assassination.

We grieve for the stricken wife of our President, and command her to the care of the merciful Father, it is all we can do.

Thanking your Honor, for the courtesy of hearing us, we put this testimonial in your hands in behalf of the Union County Bar.

J. L. Cameron.
F. A. Thompson.
A. B. Robinson.
H. H. Merchant.
John L. Porter.
} Committee.

It is hereby ordered that the Clerk of this Court spread the foregoing Memorial on the Journal of this Court; and that on account of the grief that has fallen upon us through the death of our Honored President; that the Business of this Court; except that of the Grand Jury stand adjourned until Monday, Sept. 23rd, 1901.

Duncan Dow Judge of Court of Common Pleas
Union County, Ohio,

Attest:- Chas. Truhorwood, Clerk of Court.

Court adjourned to Tuesday, Sept. 17th, 1901.

Court convened Tuesday, Sept. 17th, 1901. at 8:30 o'clock, A. M. 7947.

Court adjourned to Wednesday, Sept. 18th, 1901.

Court convened Wednesday, Sept. 18th, 1901, at 8:30 o'clock, A. M.

Court adjourned to Monday, Sept. 23rd, 1901.

Court convened Monday, Sept. 23rd, 1901. at 8:30 o'clock, A. M. 7722

7679.

Report of Grand Jury

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, 1901, 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 sixty-three witnesses, covering fifteen cases, and presented seven bills and ignored eight 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 has been carried out and properly enforced.

We recommend that while the County Commissioners are constructing a new Jail and remodeling the residence portion to same that they provide a better light for the hall to same by putting a new glass door in front to hall.

Respectfully Submitted,
George Moder, Foreman.

Sept. 23rd, 1901.

7947. The Plano Mfg. Co.
Vs
R. E. Robinson

Court Common Pleas, Union County Ohio.
Sept 23, 1901.

And now comes the said Plano Manufacturing Company and the said R. E. Robinson having failed to demur or answer to the petition of the said The Plano Manufacturing Company the same is therefore taken to be true; and it is considered that the said Plaintiff ought to recover the said sum of $100.00 so demanded in its petition, together with the sum of $20.00 which the Court find as the interest thereon, as prayed for in said petition; it is therefore considered that the said Plaintiff recover against the said R. E. Robinson, defendant the said sum of $120.00 together with its costs in and about this suit expended, taxed to $ and Execution is awarded.

7722 Witcraft, Dickinson & Richardson.
Vs.
H. M. Green et. al.

Court Common Pleas, Union County Ohio.
Sept 23, 1901.

This day this cause came on for trial and upon the showing of defendant Wellwood was continued and at his costs for this term, for which judgment is rendered against said Wellwood,

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7679. W. Y. Roots
Vs.
Clara Maloy.

Court Common Pleas, Union County Ohio.
Sept 23rd, 1901.

This day on motion to the Court leave was granted the defendant to file answer and the same was filed.

7811. Ida L. Childs
Vs.
Chas. A. Larcomb.
Court Common Pleas, Union County Ohio.
Sept. 23rd, 1901.
This day this cause coming on to be heard. the same was settled by the parties; whereupon the Court rendered judgment against the defendant for the costs in this case. 1088.

7852. Thomas J. Kilbury
Vs.
J. W. Monroe as Treasurer, et, al,
Court Common Pleas, Union County, Ohio.
Sept. 23 rd. 1901.
This day this cause came on to be heard, whereupon the Court dismisses the same and renders judgment against the plaintiff for costs.

7942. Carrie E. Katier et, al,
Vs.
Fleetwood Courtright.
Court Common, Pleas, Union County Ohio.
Sept 23 rd. 1901.
This day by order of the Court this case was consolidated with No. 7072 and under that number. 7955

7964. Bridget E. Slattery
Vs.
James E. Slattery et, al,
Court Common Pleas, Union County. Ohio.
Sept 23rd, 1901.
This day this cause was continued for service.

7993. William H. Carlisle et, al.
Vs.
George L. Gugle et, al,
Court Common Pleas, Union County Ohio.
Sept, 23 rd. 1901.
This day this cause was continued, by order of the Court for service.

1087. State of Ohio.
Vs.
George Hancock.
Court Common Pleas, Union County Ohio.
Indictment for Assault with intent to kill.
Sept 23rd, 1901.
Now comes the prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is not guilty; and upon the request of the Prosecuting Attorney the Court appoints W. F. Hoopes to assist in the prosecution of this case.

1089. State of Ohio.
Vs
John Vaughn, alias John Pie.
Court Common Pleas, Union County Ohio.
Indictment for Burglary.
Sept 23 rd, 1901.
Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty; and the defendant not having counsel, and it appearing to the Court that he is in indigent circumstances and unable to employ Counsel the

Court at his request appoints Harry Kinkade as counsel for his defence.

1088. State of Ohio vs. James Welsh — Court Common Pleas, Union County Ohio. Indictment for Sodomy. Sept 23rd 1901.

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 arriagned upon said Indictment for plea thereto saith he is not guilty: and defendant not having counsel, and it appearing to the Court that he is in indigent circumstances and unable to employ counsel the Court at his request appointe J.L. Jolliff as counsel for his defense.

7955 Iola Tallman vs. S.S. McCrek et al, — Court Common Pleas, Union County, Ohio. Sept. 23rd, 1901.

This cause now coming on for hearing on the petition of the plaintiff, the cross-petition of the defendant, Samuel Robinson, the cross-petition of the defendant, The Globe Building and Loan Association Company, and the evidence, the Court find that the defendant, S.S. McCrek and Mary McCrek, 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 to the plaintiff from the defendants, S.S. McCrek and Mary E. McCrek, on the promissory note set forth in the petition, with interest to the first day of this term the sum of Seventy two and 16/100 dollars.

The Court further find that in order to secure the payment of said note the defendants, S.S. McCrek and Mary E. McCrek, his wife, executed and delivered to said plaintiff their certain mortgage, as in the petition described; that said mortgage was duly recorded, by the Union County Recorder of Mortgages, in the mortgage records of said County, on the 19th day of October 1898, and is a good and valid lien on the premises described in the petition, and that the conditions of said mortgage have been broken. And the Court further find that there is due to the defendant, Samuel Robinson, from the defendant, S.S. McCrek for taxes paid the Treasurer of Union County, at a tax sale of said premises, and for taxes paid on said premises subsequent to said sale, and for interest and penalty on the same the sum of Twenty and 17/100 Dollars.

The Court also find that after two years from the sale of said premises at tax sale, the said defendant, Samuel Robinson, made lasting and valuable improvements on said premises of the value of Twelve Dollars, and that the said Samuel Robinson has a lien on said premises to the amount of Thirty two and 17/100 Dollars, which said lien is the first and best lien on said premises.

And the Court further find that there is due to the defendant, The Globe Building and Loan Association Company, from the defendants, S.S. McCrek and Mary E. McCrek, on the contract so set up in the cross-petition of said Company, including interest to the first day of this term, the sum of $181 49/100, that to secure the payment of said

contract, the defendants, S.S. McPeck and Mary E. McPeck, executed and delivered to said Company their certain mortgage, as in said cross-petition described, and on the premises in the plaintiff's petition described. That said mortgage was duly recorded, on the 14th day of July, 1898, at the office of the Union County Recorder of Mortgages, and next to the lien of the said defendant, Samuel Robinson, is the best lien on said premises, for the amount so found due to said Company from the said defendants, S.S. McPeck and Mary E. McPeck; and that the conditions of said mortgage have been broken, 7857

It is therefore adjudged and decreed that unless said defendants, S. S. McPeck and Mary E. McPeck, shall within three days from the entry of this decree pay, or cause to be paid to the plaintiff and to the defendants, Samuel Robinson, and The Globe Building and Loan Association Company, the sums so found due them as aforesaid, with interest from the 16th day of September, 1901, the defendants, S.S. McPeck and Mary E. McPeck's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Edwin H. Perkins, Admr.
7914 Vs. Court Common Pleas, Union County, Ohio. 7941
A. A. Merchant, Admr. Sept. 23rd, 1901. entered Oct. 9th, 1901

This cause being heard on demurrer to the third, fourth, and fifth grounds of defense set forth in the amended answer herein filed, it is considered and ordered by the Court that the said demurrer be, and the same hereby is sustained. And thereupon the said defendant not asking to plead further, and a jury having been waived, this cause was submitted to the Court upon the pleadings, and the evidence.

Whereupon, on consideration thereof the Court finds from the evidence that the Plaintiff is the duly appointed and qualified Administrator, ~~on the issues joined, for the plaintiff~~, and finds that there is due and owing to said plaintiff, as Administrator of Lydia Ann Perkins, deceased, from the said defendant, as Administrator of the estate of Abner Liggett, deceased, the sum of Three Hundred and Fifty Dollars ($350), with interest thereon at the rate of six per centum per annum from the 17th day of January A. D. 1901, and there was no other or further evidence submitted by either party than above mentioned. It is therefore considered, ordered, and adjudged by the Court that the said plaintiff recover from the said defendant, as such Administrator, the said sum of $350.00 with interest thereon at the rate of six per centum per annum from the 17th day of January, A.D. 1901, so as aforesaid found due, together with his costs in this behalf expended taxed at $ —.

And to the findings, orders, and judgments of the Court, in the premises the said defendant, by his counsel excepts, and especially to the sustaining of said demurrer to said defendant's third, fourth and fifth grounds of defense in said amended answer.

The Southern Ohio Loan and Trust Co.

7857 Vs. Court Common Pleas, Union County, Ohio.

Anna Howard et. al. Sept. 23rd, 1901.

This day came the plaintiff in this cause and moved the Court to confirm the sale heretofore made by the Sheriff in this cause, and to order a deed to the purchaser; and the Court on being fully advised in the premises do find that the proceedings and sale made by said Sheriff are in all respects in conformity to law, and do approve and confirm the same; and it is further ordered that the Sheriff make to the purchaser a valid deed, in fee simple, for the premises so sold by him; and out of the proceeds of said sale, the Sheriff is ordered first to pay the costs of this action taxed at $56.95 and the taxes and penalty now due on said premises; and that out of the balance of said proceeds of said sale, said Sheriff shall pay the claim of the plaintiff, and if any balance remains in the hands of said Sheriff to pay the same to the defendant, Anna Howard; and the Clerk is authorized and required to cancel said mortgage herein foreclosed according to law, on the Record of Deeds and Mortgages in this County, And the Court finds that there is a balance due and unpaid to the plaintiff at this time of $64.16 for which execution is awarded.

B. E. Baker

7941 Vs. Court Common Pleas, Union County, Ohio.

A. J. Scott, Executor &c. Sept. 23rd, 1901.

This day this cause coming on to be heard upon the said defendants motion to make the petition herein filed more definite and certain, the same was argued by counsel and submitted to the Court, Whereupon, the Court being fully advised, it is considered and ordered that said motion, as to the 4th ground thereof, be and the same is hereby sustained; and the said plaintiff is ordered to state the nature of the surgical operation charged as of December, 17th, 1899, by interlineation upon the face of said petition; but as to all other particulars stated, the said motion is hereby overruled, And it is further ordered by the Court that when said interlineation shall have been made, the same shall be submitted to said defendants attorney, and from the time of such submission, the said defendant is allowed thirty days in which to file answer to said petition, and cause adjourned.

7805

G. H. Beck
Vs.
Buia B. Cavis et. al.

Court Common Pleas. Union County, Ohio.
Sept. 23rd, 1901.

This day this cause came on further to be heard upon the question of the distribution of the proceeds of the sale of said real estate in this case so made by the Sheriff in this cause, and the Court being further advised in the premises find that the entry heretofore made herein, and entered upon Journal 19 Page 350, and filed July 1st. 1901, of the records of this Court, that said entry and order should be modified in this particular, towit: that instead of the Sheriff being "ordered to make to each purchaser a deed for the property respectively bid off by each", the Court find that the entire property was bid off and sold to said Buia B. Cavis, and the said deed should be made by the Sheriff of the entire premises so sold, to her, and the Sheriff is now ordered to make to the said purchaser, Buia B. Cavis, the defendant, in this cause a good and sufficient deed for the property so bid off and sold to her. And for that purpose and to that effect the said Entry on Journal No. 19 of this Court Page 350, be and the same is hereby modified, and changed so far that the said Sheriff is now ordered to deed to the said Buia B. Cavis all of said property so sold,
And it is further found by the Court that the said Buia B. Cavis and G. H. Beck in order to save the expense of the appointment and the service of an administrator for the estate of said Caroline M. Beck, that the said G. H. Beck and Buia B. Cavis have agreed that the debts of the estate of Caroline M. Beck, who is now deceased and from whom said estate came shall be paid out of the proceeds of said sale of real estate, and the Court find from the agreement of the parties and from the evidence that the following are the debts of said estate of Caroline M. Beck, deceased, towit:- said estate is indebted to Joseph Cartmell in the sum of $110.00 to Plate & Dry $9.08; to E. F. Sawyer $7.50; to H. J. Castamire $100.00, to Mullen and Son, $8.00, to John Auer $9.86; to Jack Wright $7.00; Robert Patterson $2.00; to John Lowe $6.00; J. H. Ryan $4.00; to Dr. Buffington $30.00; to N. E. Liggett $2.71, which said debts of Caroline M. Beck the Sheriff is authorized and required to pay out of said proceeds of sale, and also the cost and fees of this proceeding including the Attorney fee of $ — to Porter & Porter for their services in this cause, and also the sum of $10.00 to Porter & Porter for extra professional services in this cause, And the Court further finds by said agreement that the mortgage claim of the Bank of Marysville, is to be paid from the share and interest of said Buia B. Cavis, and finds that the amount is $355.80, which amounts the Sheriff is ordered to pay out of said proceeds, all of which amounts to be paid by said Sheriff out of said proceeds is $511.76, and the Court finds that after all said sums of money are paid, that there is to be distributed to the Plaintiff G. H. Beck the sum of $ 618.57, and to the said Buia B. Cavis $ —.

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7835 John McDaniels
Vs.
David A. Temple

Court Common Pleas, Union County, Ohio,
Sept. 23rd, 1901,

This cause came on to be heard upon the demurrer of plaintiff to so much of the answer of defendant as is contained in his second defense to the first cause of action, and his second defense to the third cause of action, and his second defense to the fourth cause of action, And the Court on consideration thereof sustains said demurrer to the defenses above named, to which ruling of the Court the defendant excepts,
Thereupon this cause came on to be further heard upon the motion of plaintiff to require the defendant to separately state and number the defenses set up in his second defense to plaintiff's second cause of action, and the Court on consideration thereof overrules said motion, to which plaintiff excepts, Thereupon plaintiff had leave of the Court to reply to said second defense to plaintiffs second cause of action by December, 1st. 1901.

7945 Jesse S. Cameron et. al,
Vs.
The Village of Marysville et. al.

Court Common Pleas, Union County, Ohio.
Sept. 23rd. 1901,

By agreement of the parties in open Court this cause is settled at the costs of the plaintiff, and by like agreement no damage is claimed by reason of the injunction, and the plaintiff has leave to withdraw all papers including the injunction bond from the files, and there is to be no record,
Thereupon plaintiff paid the costs taxed to $—.

Court adjourned to Tuesday, Sept. 24th, 1901.

Tuesday, Sept. 24th, 1901, Court convened at 9 o'clock, A. M.

1091 State of Ohio
Vs.
Mike Zwerner

Court Common Pleas, Union County, Ohio.
Indictment for selling Intoxicating Liquors to a minor.
Sept. 24th, 1901.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment, for plea thereto saith he is guilty: whereupon the Court ordered that the defendant enter into a recognizance in the sum of $200.00 for his appearance from day to day during the present term of this Court. And thereupon the defendant entered into recognizance in accordance with the above order.

1092 State of Ohio
Vs.
Mike Zwerner

Court Common Pleas, Union County, Ohio.
Sept. 24th, 1901.
Indictment for Selling Intoxicating Liquors to a Minor.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty; whereupon the Court assigned this cause for trial on Sept. 25th, 1901.

7971 Uriah Cahill
Vs.
T. H. Biddle

Court Common Pleas. Union County, Ohio.
Sept. 24th, 1901.

1091

This day came the parties by their attorneys and submitted this cause to the Court upon the motion of the defendant to require the plaintiff to make his petition more definite and certain as in said motion stated, On consideration whereof the Court being fully advised in the premises sustains said motion and it is ordered that the petition be amended as required by said motion.
Thereupon plaintiff asked and obtained leave to file an amended petition herein in thirty days, and cause continued.

1092

1040 State of Ohio
Vs.
Mike Zwerner

Court Common Pleas. Union County, Ohio.
Sept. 24th, 1901.
Indictment for Selling Intoxicating Liquors to a Minor.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty; whereupon the Court assigned this cause for trial, on Sept. 25th, 1901.

Court adjourned to Wednesday, Sept. 25th, 1901.

Wednesday, Sept. 25th, 1901. Court convened at 9 o'clock A. M.

1093

1040 State of Ohio
Vs.
Mike Zwerner

Court Common Pleas. Union County, Ohio.
Sept. 25th, 1901.
Indictment for Selling Intoxicating Liquors to a Minor.

This day Nolle Prosequi is entered herein, by order of the Court, at request of the Prosecuting Attorney.

1091 State of Ohio. Court Common Pleas, Union County, Ohio.
vs. Sept. 25th, 1901.
Mike Zwerner Indictment for Selling Intoxicating Liquors to a Minor.

This day this cause came on for sentence, the defendant having on a former day of this term plead guilty to this Indictment; and thereupon, the Court, after hearing testimony, and being fully advised in the premises, orders that the said defendant, Mike Zwerner, be imprisoned and confined in the Jail of this County for a period of five days, and pay a fine of $100.00 and the costs of this prosecution; and that he stand committed to the jail of said County, until the amount of said fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

1092 State of Ohio. Court Common Pleas, Union County, Ohio.
vs. Sept. 25th, 1901.
Mike Zwerner Indictment for Selling Intoxicating Liquors to a Minor.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff; thereupon said defendant retracts his plea of not guilty heretofore entered, and for plea to said Indictment saith he is guilty; thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court that said defendant be held to bail in the sum of $100.00 for his appearance on the first day of the next term of this Court, to answer the charge against him; and in default thereof that he be committed to the custody of the Sheriff; and thereupon the defendant entered into recognizance in accordance with the above order.

Court adjourned to Thursday, Sept. 26th, 1901.

Thursday, Sept. 26th, 1901, Court convened at 9 o'clock A. M.

1093 State of Ohio Court Common Pleas, Union County, Ohio.
vs. Sept. 26th, 1901.
Charles Millington, Indictment for Disturbing a Meeting.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant, being brought into Court in custody of the Sheriff, and arraigned upon said Indictment for plea thereto saith he is guilty; thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court that the said defendant, Charles Millington, pay a fine of ten dollars, and the costs of this prosecution, and that he stand committed until the amount of said fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

1029 State of Ohio — Court Common Pleas, Union County, Ohio.
vs. — Sept. 26th, 1901.
Floyd Brodrick — Indictment for giving & participating in giving an immoral &c.

This day this cause came on for sentence, the defendant, having on the 30th day of April, A.D. 1900, been arraigned and entered a plea of guilty to this Indictment: and thereupon the Court after hearing testimony and being fully advised in the premises, orders that the said defendant, Floyd Brodrick, pay a fine of five dollars, and the costs of this prosecution, and that he stand committed to the Jail of Union County, until the amount of said fine and costs shall be paid, or secured to be paid, or he be otherwise legally discharged.

1031 State of Ohio — Court Common Pleas, Union County, Ohio.
vs. — Sept. 26th, 1901.
Ray Mullen. — Indictment for giving & participating in giving an immoral &c.

This day this cause came on for sentence, the defendant having on the 30th day of April, A.D. 1900, been arraigned and entered a plea of guilty to this Indictment; and thereupon the Court after hearing testimony and being fully advised in the premises, orders that the said defendant, Ray Mullen, pay a fine of five dollars and the costs of this prosecution, and that he stand committed to the Jail of Union County, until the amount of said fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

1088 State of Ohio — Court Common Pleas, Union County, Ohio.
vs. — Sept. 26th, 1901.
James Welsh — Indictment for Sodomy.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff; thereupon said defendant retracts his plea of not guilty, heretofore entered, and for plea to said Indictment says he is guilty. And the Court having heard the testimony, and being fully advised in the premises, orders that the said defendant, James Welsh, be imprisoned and confined in the Penitentiary of this State, and kept at hard labor, but without any solitary confinement for the period of four years; and that he pay the costs of this prosecution, for which execution is awarded.

1026 State of Ohio — Court Common Pleas, Union County, Ohio.
vs. — Sept. 26th, 1901.
Durell Warbs — Indictment for Horse Stealing.

This day Nolle Prosequi is entered herein, by order of the Court, at request of the Prosecuting Attorney.

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1089 State of Ohio vs. John Vaughn — Court Common Pleas, Union County, Ohio. Sept. 26th, 1901. Indictment for Burglary.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in the custody of the Sheriff; thereupon said defendant retracts his plea of not guilty heretofore entered, and for plea to said Indictment says he is guilty; And the Court having heard the testimony, and being fully advised in the premises, orders that the defendant, John Vaughn, be imprisoned and confined in the Penitentiary of this State, and kept at hard labor, but without any solitary confinement for the period of one year, and that he pay the costs of this prosecution, for which execution is awarded.

1060 State of Ohio vs. Hugh Severe — Court Common Pleas, Union County, Ohio. Sept. 26th, 1901. Indictment for Larceny.

This day Nolle Prosequi is entered herein, by order of the Court, at request of the Prosecuting Attorney.

1058 State of Ohio vs. Orrien Robbins — Court Common Pleas, Union County, Ohio. Sept. 26th, 1901. Indictment for Rape.

This day the Indictment in this case was ordered, by the Court, to be laid away.

1061 State of Ohio vs. Hugh Severe — Court Common Pleas, Union County, Ohio. Sept. 26th, 1901. Indictment for Larceny.

This day Nolle Prosequi is entered herein, by order of the Court, at the request of the Prosecuting Attorney.

1062 State of Ohio vs. Hugh Severe — Court Common Pleas, Union County, Ohio. Sept. 26th, 1901. Indictment for Larceny.

This day Nolle Prosequi is entered herein, by order of the Court, at the request of the Prosecuting Attorney.

1036 State of Ohio vs. Frederick Dilsaver — Court Common Pleas, Union County, Ohio. Sept. 26th, 1901. Indictment for Assault and Battery.

This day Nolle Prosequi is entered herein, by order of the Court, at request of the Prosecuting Attorney.

Court adjourned to Friday, Sept. 27th, 1901.

Friday, Sept. 27th, 1901. Court convened at 9 o'clock A. M.

7962

Mary E. Wolford.
Vs.
Simion F. Burnham et. al.

Court Common Pleas. Union County. Ohio.
Sept. 27th, 1901.

This day this cause came on for hearing upon the petition of the plaintiff, and upon proof the Court being fully advised in the premises do find that so much of said cause as relates to said defendants, Simion F. Burnham, and Allen Haines, is settled by the parties hereto. The Court further find that it was the intention and purpose of said parties as grantors in the deed recited in said petition, to give the title in fee to said Mary E. Wolford, subject to the life estate of said Leroy Wolford, It is therefore ordered, adjudged and decreed by the Court that said real estate title and record be so corrected to read as follows, towit:-
"To Mary E. Wolford and Heirs in fee, subject to the right of Leroy Wolford to a home thereon during his life;" and that the plaintiff pay the costs of this action,

7558

7995

R. S. Woodburn, Admr.
Vs.
Sarah P. Brodrick et. al.

Court Common Pleas. Union County, Ohio.
Sept. 27th, 1901

This day this cause came on to be heard, upon the petition, proofs, and exhibits; the Court find that all the defendants have been duly served with process, or have voluntarily entered their appearance in this case; and that as set forth in the petition, it is necessary to sell the real estate, therein described to pay the debts of the said Isaac Brodrick, deceased, It is therefore ordered and adjudged by the Court that the real estate described in the petition be appraised by the oaths of Henry C. Clark, Alpha D. Wilbur, and Lester H. Cline, judicious and disinterested freeholders of the vicinity, whom the Court hereby appoints for that purpose, and that they return their proceedings to this Court for confirmation,

Duncan Dow, Judge.

7949

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R. S. Woodburn, Admr.
Vs.
Sarah P. Brodrick et. al.

Court Common Pleas. Union County. Ohio.
Sept. 27th, 1901.

This day this cause came on further to be heard on the return of the plaintiff, of the appraisement herein, and it appearing to the Court that said appraisement heretofore ordered, has been made and reported to this Court; and the Court having carefully examined the same, finds that said appraisement has been made in all respects in conformity to law, and the former order of this Court, the same is now here, by the Court, approved and confirmed.
The Court further find that said plaintiff, as such Administrator has given bond in sufficient amount with approved sureties, conditioned according to law,
And this cause coming on further to be heard on the application of the plaintiff for an order to sell said real estate at private sale, and the same being submitted to the Court, on the said

7972

application and the evidence adduced in support thereof; on consideration whereof the Court finds that it would be for the best interests of said estate and all parties interested therein that said real estate be sold at private sale. It is thereupon by the Court ordered that said R. S. Woodburn, Administrator, as aforesaid, proceed to advertise and sell the real estate aforesaid, free of dower, at private sale, at not less than the appraised value thereof, on the following terms, towit:- One third cash in hand on day of sale, one third in one year and the balance in two years from said day of sale; deferred payments to bear interest from day of sale and to be secured by mortgage on the premises sold.

And it is further by the Court ordered that said plaintiff make due return of his proceedings herein forthwith upon compliance with the terms hereof. Duncan Dow, Judge.

Morris M. Foster — Court Common Pleas. Union County, Ohio.
7558 vs. — Sept. 27th, 1901.
Alice Foster

This day this cause came on to be heard upon the pleadings and the evidence; on consideration thereof the Court finds that neither the plaintiff nor the defendant are entitled to a divorce, and the petition of the plaintiff, and the cross-petition of the defendant are hereby dismissed; and each party is to pay the costs by them made, for which judgment is rendered.

Johnathan E. Buffington — Court Common Pleas. Union County, Ohio.
7949 vs. — Sept. 27th, 1901.
Lizzie J. Buffington Admr.

This day this case came on to be heard on the motion of the defendant to dismiss the above entitled action because of the failure of the plaintiff to comply with the order of the Court to secure the costs herein in ten days from the 16th day of Sept. 1901. It appearing to the Court that the plaintiff has failed to secure the costs herein within the ten days as ordered by the Court, said motion is sustained, and it is therefore ordered and adjudged by the Court that the above entitled action, be and the same is hereby dismissed without prejudice, at the costs of the plaintiff taxed to $—.

Edward Leon — Court Common Pleas. Union County, Ohio.
7972 vs. — Sept. 27th, 1901.
Hester Leon

This day on motion of the plaintiff leave was granted, to file an amended petition in this case in ten days.

7973

H. S. Clark
Vs.
Frank E. Reley

Court Common Pleas, Union County, Ohio.
Sept. 27th, 1901.

This day by agreement of the parties this cause is dismissed at the plaintiff's costs, for which judgment is rendered.

Court adjourned to Monday, Sept. 30th, 1901.

Monday, Sept 30th, 1901, Court convened, at 9 o'clock, A. M.

7988

Alice Schultz
Vs.
Herman Schultz

Court Common Pleas, Union County, Ohio.
Sept. 30th, 1901.

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 interfering with plaintiff, or her property, or with her possession of their household goods, or with her in the care and control of their minor child until the further order of this Court, and it is further ordered that no undertaking be required. Duncan Dow, Judge.

7953

Elmira Spain
Vs.
Marion Spain

Court Common Pleas, Union County, Ohio.
Sept. 30th, 1901,

This day this cause came on to be heard, upon the petition and evidence, and was argued by counsel; on consideration whereof the Court being fully advised in the premises finds the facts stated in the petition to be true, that the defendant has been, and is guilty of gross neglect of duty, and willful absence for more than three years, as in the petition set forth, and that the plaintiff has been a resident of the State of Ohio, for many years last past and at the time of filing the petition, a bona fide resident of said County of Union, and that her former name was Elmira Daugh,
The Court further find that the defendant has been duly and legally served with notice of the filing and pendency of the petition herein for more than six weeks prior to this hearing,
It is therefore adjudged and decreed by the Court that the marriage relations heretofore existing between the parties, be and the same is set aside and wholly annulled, and both parties released from the obligations of the same, It is further ordered and decreed that the plaintiff be restored to her former name of Elmira Daugh; and that the plaintiff recover of the defendant the costs hereof.

Sovina Carr — Court Common Pleas. Union County, Ohio.

7968 — Vs. — Sept. 30th, 1901.

Chas. C. Carr

This day this cause came on to be heard on the petition and the evidence on consideration thereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding that time, and was at that time a bona fide resident of this County of Union and that the parties thereto were married as in the petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of wilful absence for more than three years next before this action was commenced, and that he has been guilty of gross neglect of duty as in the petition set forth, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Sovina A. Carr and Charles C. Carr, be and the same hereby is dissolved, and both parties released from the obligations of the same. It is further ordered that the custody, care, education and control of the said child of the parties hereto be until further order confided to the plaintiff exclusively. It is further ordered and adjudged, that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Eight Dollars and thirty three and one third cents per month ($8 33⅓) payable on the first day of each and every month until the further order of the Court, The first installment of alimony to be paid on the first day of October A. D. 1901, and in default of any payment for three days execution is allowed to issue therefor. It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended taxed to $—, and in default of payment of costs, execution is awarded against the defendant.

The Newark Machine Co. — Court Common Pleas. Union County, Ohio.

7978 — Vs. — Sept. 30th, 1901

C. A. Foreman et. al.

This day on motion to the Court, leave was granted the Huber Manufacturing Company to file answer herein in ten days.

David E. Jakeways et. al. — Court Common Pleas. Union County, Ohio.

7847 — Vs. — Sept. 30th, 1901,

Elizabeth Shememan et. al.

This day this cause came on to be heard upon the motion of the plaintiff to modify the judgment heretofore rendered herein, and also upon the motion of the defendant, Elizabeth Shememan to vacate said judgment as far as the same affected her in any way; and the Court being advised in the premises, sustains said motion of Elizabeth Shememan; and it is further ordered that said judgment and all proceedings thereunder be, and the same is set aside, annulled and held for naught, at Plaintiffs costs, The plaintiff has leave to file an amended petition in 30 days, and this cause is continued.

Susannah Wilcox
7944 Vs. Court Common Pleas, Union County, Ohio.
Andrew Jackson Wilcox Sept. 30th, 1901,

This day came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer to said petition.
The Court also find upon the evidence adduced that the defendant has been guilty of willful absence for 17 years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said parties, be and the same hereby is, dissolved, and both parties released from the obligations of the same.
It is further ordered that the plaintiff be restored to her former name of Susannah Sunsel; and that the plaintiff pay the costs of this action.

Court adjourned to Monday, Oct. 1st. 1901.

Monday, Oct. 1st. 1901, Court convened at 9 o'clock A. M.

State of Ohio Court Common Pleas, Union County, Ohio
1088 Vs. Oct. 1st. 1901
James Walsh, Indictment for Sodomy.

On motion to the Court for the allowance of Attorney Fees in this cause, the Court on consideration thereof do fix and allow attorney fees herein as follows:-
To James S. Jolliff as counsel appointed for said defendant the sum of $25.00 for fees and expenses in preparation and submission of said case.

State of Ohio Court Common Pleas, Union County, Ohio.
1089 Vs. Oct. 1st. 1901,
John Vaughn alias Pie, Indictment for Burglary.

On motion to the Court for the allowance of Attorney fees in this cause, the Court in consideration thereof do fix and allow attorney fees herein as follows, to-wit:-
To J. H. Kuhade as counsel appointed for said defendant, the sum of $25.00 for fees and expenses in preparation and submission of said case.

Elbina Palmer Court Common Pleas, Union County, Ohio.
7967 Vs. Oct. 1st. 1901
Ward Palmer

This day this cause came on to be heard, and after hearing the evidence and upon due consideration, it is ordered by the Court that this cause be continued.

Lewis Kline
7844 Vs.
Mary Northup et. al.

Court Common Pleas, Union County, Ohio,
Oct. 1st. 1901.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore apointed herein and on the motion to confirm the same, and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises, towit:- in the sum of $512.50, the Court find the said return and appraisement in all respects correct and in conformity to law, and do therefor approve and confirm the same.
And it appearing to the Court that the said Lewis Kline has elected to take the said premises at their appraised value, the same are upon payment by the said Lewis Kline of the said sum of $512.50 hereby adjudged to him, and the Sheriff is ordered to convey said premises to him accordingly by deed in fee simple; and it appearing to the satisfaction of the Court that on April 14th, 1897, the said Levi Kline convyed all his interest (which was five fortieths thereof) to Lewis Kline the plaintiff herein; and Mary Northup, Katherine Kline, James Kline and Margaret Fields, to each a one fortieth part, and it also appearing that James Kline convyed all his interest in said estate (which was five fortieths, and one fortieth by him purchased from Levi Kline) making in all six fortieths, to Mary Northup. It also appearing to the full satisfaction of the Court that Katherine Kline and Margaret Fields, two of the above named defendants, each have a right to, and it is therefore decreed and adjudged that the said Katherine Kline and Margaret Fields, first be paid One Hundred Dollars, each, out of the proceeds of said sale before the distribution of the proceeds be made, the question being raised as to a conveyance made by Margaret Fields to Jacob Kline, said conveyance having been made on Aug. 14th, 1899, and recorded in Vol. 80 Page, 344, Records of Union County, Ohio, that at that date the said Margaret Fields had not sufficient mind to make, the same, and is therefore set aside, and her interest herein convyed to the plaintiff by virtue of these proceedings, and that the proceeds thereof be paid to the Infirmary Directors of Henry Co. Ohio, in whose care and custody, the said Margaret Fields now is, and all the proceeds herein due to her, to be paid to said Infirmary Directors. The Court further find that Mary Northup is entitled to and shall receive $29.18 as taxes paid by her on said lands, above what her share of said taxes was; that the said plaintiff Lewis Kline, receive $14.60 as taxes against said estate paid by him, above what his share of said taxes was. That the Deering Harvesting Company be paid the sum of $61.80, the amount of its lien from the interest of said Jacob Kline in said estate, after the costs of $15.30 is deducted from the interest of said Jacob Kline, which was made by said Jacob Kline, individually in contesting the validity of a deed of convyance by Margaret Fields of her interest to said Jacob Kline. That H. H. Richards be paid so much of his claim from the remaining interest of said Jacob Kline, as the same will pay.
It is therefor further ordered that the Sheriff out of the proceeds

of the said sale pay, first, to the Treasurer of Union County $3.18 the taxes past due, and any penalty on same on said premises.
Secondly, to the Clerk of this Court the costs of this action, including a counsel fee of $25.00 to T.A. Thompson for his services herein taxed at, $100.16.
Thirdly, and of the residue of the proceeds of said sale to the plaintiff 6/40 or $25.76; To Mary Northup 12/40 or $51.53; Katherine Kline 6/40 or $25.75; Jacob Kline 5/40 or $21.47; The Infirmary Directors of Henry County Ohio, 6/40 or $25.76; Caroline Carnes 5/40 or $21.47.

7920 Minerva Taylor vs. William Elliott et al. — Court Common Pleas, Union County, Ohio. Oct. 1st. 1901.

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 Minerva Taylor the purchaser, (subject to the dower estate of said Louisa Elliott) upon the following terms: 1/3 cash; 1/3 in one year; and 1/3 in two years, deferred payments to be secured by mortgage on the premises.
It is further ordered that the Sheriff, out of the proceeds of sale pay:
First, to the Treasurer of Union County, Ohio $ — 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 $102.00 to J.S. Jolliff and O.B. Mather, for their services herein, taxed at $275.16,
Thirdly, to the plaintiff the 2/5 of the balance of the cash payment, towit, the sum of $ —, and also 2/5 of the proceeds of the notes given to said Sheriff of Union County, Ohio, by said purchaser; and to each of the said defendants the 1/5 part of the balance of the cash payment, towit: the sum of $ —, and also 1/5 of the proceeds of the notes given by the purchaser to said Sheriff.

7966

Court adjourned to Monday, Oct. 7th, 1901.

Monday, Oct. 7th, 1901, Court convened at 9 o'clock A. M.

7992

In the matter of the will of Isaac Sanaft, deceased, 7992

Court Common Pleas. Union County, Ohio.
Oct. 7th, 1901.

Be it remembered, that heretofore, towit; on the 3rd day of October, A. D. 1901, an instrument of writing purporting to be the last will and testament of Isaac J. Sanaft, late of Taylor Township, in this County, deceased, was produced in the Probate Court of Union County, Ohio, and offered for Probate, and was then filed, And it now being shown to the satisfaction of the Court that due notice of the filing of said will and of the application to admit the same to Probate and Record, in said Probate Court has been given to the next of kin of the testator resident of the State of Ohio, pursuant to a former order of said Probate Court; and that the Probate Judge of this County is one of the subscribing witnesses to said will, and has duly certified the hearing hereof into this Court as provided by Statute: thereupon on this day came the subscribing witnesses to said Will, who being duly sworn, testified to the due execution and attestation of said Will, which testimony was reduced to writing, by them respectively subscribed, and filed with said Will. Whereupon the Court finds that the aforesaid instrument of writing is the last Will and Testament of said Isaac J. Sanaft, deceased; that the same was duly executed and attested, and that the said testator, at the time of making, signing and sealing the same was of full age, of sound mind and memory, and not under any restraint,

It is therefore, by the Court ordered, that the said Will be admitted to Probate, and that the same, together with the testimony of the witnesses above named, be entered for record in said Probate Court of said Union County, Ohio, and that a transcript of the finding and judgment of this Court, together with the original testimony of the witnesses, and the original Will, and all other original papers pertaining thereto be certified to the said Probate Court of Union County Ohio.

Attest:- Duncan Dow, Judge.

Archibald R. Andrews. Vs. Amelia Andrews. 7966

Court Common Pleas. Union County. Ohio.
Oct. 7th, 1901.

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer or demurrer, and the Court having heard all the proofs and evidence adduced by the parties, and the arguments of counsel, and being fully advised in the premises, doth find that the defendant, Amelia Andrews, is guilty of willful absence for more than three years before the filing of the petition in this case, and that all and singular the facts alleged in the petition are true.

Whereupon by reason of said aggressions on the part of said Amelia Andrews, the said Archibald R. Andrews, is hereby granted an absolute divorce from his said wife, and the said marriage heretofore solemnized between them annulled.

And it is further adjudged that the said Archibald R. Andrews, pay the costs of this action, and in default thereof, that execution issue therefor.

7072

Fleetwood Courtright
Vs.
S. J. Taylor et. al.

Court Common Pleas. Union County, Ohio.
Oct. 7th, 1901

7946

This day came the parties by their Attorneys, and this cause was submitted to the Court upon the pleadings, and the evidence, On consideration whereof, the Court being fully advised in the premises, finds that there was no consideration for the deed from said S. J. Taylor, to said Oliver Hapgood, and no consideration for the said deed from said Oliver Hapgood, and wife to said Martha E Taylor, and that said deeds were executed subsequent to the date of the notes upon which the judgments mentioned in the petition were rendered, and that said deeds are of no effect, to pass the title of said lands to said Martha E. Taylor; but the title to the same is still in the said S. J. Taylor, and subject to the payment of the judgments in the petition set forth. It is therefore considered, adjudged and decreed, by the Court that the said deed from S. J. Taylor to said Oliver Hapgood, and from said Oliver Hapgood to said Martha E. Taylor, be and the same is set aside and held for naught; and the title to said lands, declared to be in said S. J. Taylor,
Thereupon said S. J. Taylor and said plaintiff in open Court agreed that upon the conveyance by said S. J. Taylor and wife to said Fleetwood Courtright of the 81½ acre tract lying in Survey 9898, and the payment of the further sum of $750.00, the plaintiff would accept the same in full of the judgment mentioned in the petition, except costs.
Thereupon said S. J. Taylor paid to plaintiff said sum of $750.00 and with his wife executed to said plaintiff a deed for said tract of 81½ acres in Survey No. 9898, which is accepted by plaintiff in full of said judgment except costs,
It is ordered that the defendant pay the costs of this action taxed to $ —,

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7937

The C.C.C. & St. L. R.R. Co,
Vs.
The Village of Milford Center.

Court Common Pleas. Union County, Ohio.
Oct. 7th, 1901.

7784

This case came on to be heard on general demurrer to plaintiffs petition and after being argued by counsel for plaintiff and defendant the Court took it under consideration and thereupon sustained the demurrer and ordered the petition dismissed, and injunction dissolved, and that the costs be paid by the plaintiff, and that judgment be rendered against plaintiff for defendants costs herein; to which ruling and judgment of the Court the plaintiff then and there excepted, The plaintiff savs its right to ask and obtain leave to amend its petition before the close of this term of Court. The plaintiff also gives notice of its intention to appeal this cause to the Circuit Court and the Court fix the appeal bond at $100.00

7942

Harmon N. Baxley, Guardian, Court Common Pleas. Union County, Ohio.
7946 Vs. Oct. 7th, 1901.
Martha E. Stansfield et. al.

This day this cause coming on to be heard on the petition of the plaintiff and the answer and cross-petition of F. S. Gibson, and the evidence the Court find that all parties have been duly summoned or brought in by publication, except the defendant F. S. Gibson, who has answered in this action, and that all parties interested are now before the Court. The Court further find that the defendants, the said John A. and Lewis C. Baxley, and one Charles A. Baxley, each hold a life estate in said land with a survivorship over in favor of the living, and that the said Charles, A. is much younger than the other two other life tenants. The Court further find that the said Charles A. Baxley has sold his entire interest in said lands to the defendant, the said F. S. Gibson and that he is entitled to all of the rights of the said Charles A. Baxley in the premises. The Court further find from the evidence that the premises mentioned in said petition is run down, until it affords no rents, and that it would take a great amount of money to repair the same, and that it would not be for the best interests of the estate to do the same, And the Court further find that conditions have arisen that was not contemplated by the testator at the time of making said will, and that it will be for the best interest of all concerned that said premises be sold, and that the proceeds be held by said Guardian for the benefit of all concerned, It is therefore, ordered and adjudged by the Court that the said Guardian cause said lands to be appraised, by the oaths of D. H. Henderson, W. P. O'Brien, and W. H. Jolliff, free-holders of the County, and not of kin to the parties herein whom the Court hereby appoint, and that he make his return to this Court without unnecessary delay, and that a writ of appraisement issue to said Guardian ordering that he have the same done,

William Moffitt Court Common Pleas. Union County, Ohio.
7784 Vs. Oct. 7th, 1901.
Frank Sewell

This day this cause came on to be heard, and death of plaintiff was suggested; whereupon the Court ordered that the personal representatives of said plaintiff be substituted as plaintiff, and cause was continued.

Carrie E. Katier et. al. Court Common Pleas, Union County, Ohio.
7942 Vs. Oct. 7th, 1901.
Fleetwood Courtright et. al.

This day this cause was settled by parties by agreement, at costs of defendants, no record to be made,

7988

Court adjourned to Tuesday, Oct. 8th, 1901.

Tuesday, Oct. 8th, 1901, Court convened at 9 o'clock, A. M.

7963 Eva Wood Burris
Vs.
Malin Burris

Court Common Pleas. Union County, Ohio.
Oct. 8th, 1901.

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer to said petition. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty, and extreme cruelty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said plaintiff and defendant, be and the same hereby is, dissolved, and both parties are released from the obligations of the same. It is further ordered by the Court that the custody of the minor child, Alice Burris be awarded to the plaintiff; and that the plaintiff pay the costs herein.

7937.

7960 Philip H. Seid
Vs.
Elizabeth Wire

Court Common Pleas. Union County. Ohio.
Oct. 8th, 1901.

This day this cause came on to be heard upon the pleadings and the evidence, on consideration whereof the Court find that the defendant Elizabeth Wire is indebted to the plaintiff Philip Seid on a certain promissory note described in the petition, in the sum of $621 84/100, principal and interest to this day.
It is therefore considered that the said plaintiff recover from the said defendant the said sum of $621 84/100 together with his costs in this behalf expended. And this cause coming on to be further heard upon the demurrers of Sarah Wire, and B. S. Talmadge to the petition of plaintiff, was argued by counsel, and submitted to the Court.
Whereupon the Court after due consideration, sustains said demurrers to which ruling and decision of the Court the plaintiff by counsel, then and there excepts.

7840.

7985

7988 Alice Shultz Court Common Pleas, Union County Ohio
Vs. Oct 8th, 1901.
Herman Shultz

On motion of the plaintiff herein and good cause being shown, it is ordered that the defendant pay into the hands of the Clerk of this Court for maintenance of his wife and eight and one third ($8\frac{1}{3}$) dollars every month during the continuance of this action, the first payment to be made October 15th, 1901, and the subsequent payments on the 15th day of each succeeding month, and in defaut of such payment execution is allowed to issue therefor.

7937. Benjamin W. Green Court Common Pleas, Union County, Ohio.
Vs. Oct 8th, 1901.
Emma Green

This day this cause came on to be heard upon the motion of the defendant for the allowance of temporary alimony herein, and upon good cause being shown, it is hereby ordered that she be allowed alimony in the sum of $25 for her expenses in this action. It is therefore ordered that the said Benjamin W. Green, pay to the Clerk of this Court as temporary alimony in this case the sum of $25 within thirty days from the date of this order, and in default of payment for three days execution is allowed to issue therefore.

7840. J.L. Horn et al, Court Common Pleas, Union County, Ohio.
Vs. Oct 8th, 1901.
The Varuna Water Company.

Now come W. H. Wagers, the receiver heretofore appointed herein, and presents his account of his proceedings as such receiver up to this date, and the vouchers therefor.

Thereupon the Court doth set the 18th day of Nov, 1901, at the Court room in Marysville, Ohio, as the time and place for rendering said account and for the hearing thereon: and said receiver is ordered to file the same, together with the vouchers therefor, with the papers in this action, and to give notice of said date and place set for hearing thereon by publication for three consecutive weeks as required by law.

7985 Lide Graves Court Common Pleas, Union County, Ohio.
Vs. Oct 8th, 1901.
Tillie Cahill

This cause now coming on for hearing, on the motion of the plaintiff for leave to file petition instanter, the Court on consideration thereof grants the same.

7946

Harmon H. Baxley, Guardian, Court Common Pleas, Union County, Ohio.
Vs. Oct 8th, 1901.
Martha E. Stansfield et. al.

This day came the plaintiff herein as Guardian of John A. and Lewis C. Baxley above named, and produced to the Court the appraisment herein made of the real estate described in the petition, by D. H. Henderson, H. P. O'Brien and H. H. Jolliff, in pursuance of a former order of this Court, and it appearing upon examination that said appraisment is in all respects regular and correct, the same, the same is hereby approved and confirmed, It is thereupon by the Court ordered that Harmon H. Baxley as Guardian, as aforesaid proceed to sell the real estate aforsaid at private sale for cash in hand on day of sale, on the following terms, towit:- at not less than the appraised value. And it is further by the Court ordered that said plaintiff make due return of his proceedings herein forthwith upon compliance with the terms thereof.

7993

Christ Scheiderer Court Common Pleas, Union County, Ohio.
Vs. Oct. 8th, 1901
William Diehl et. al.

This day came the plaintiff by his Attorney, also appeared in open Court, for and on behalf of said defendant, James E. Robinson, an attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff for One Hundred Eighty five dollars and ninety two cents, being amount of 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 therfore considered that said plaintiff recover of said defendant the sum of One Hundred and Eighty Five Dollars and ninety two cents, being amount of said note with interest computed at 8 per cent. per annum, from the 22 nd day of July, 1901, and also his costs herein expended taxed at $ and execution is awarded. 7242

7908 Mary A. Jones
Vs.
J. H. Monroe et. al.

Court Common Pleas. Union County, Ohio.
Oct. 8th, 1901

This cause having come up for hearing on the 8th day of October, 1901. upon the pleadings and the evidence, and having been so heard at that time and taken under consideration by the Court until this 19th day of October, 1901: it is adjudged and decreed that the defendants be enjoined from collecting any of the assessment against plaintiffs property herein sought by her to be enjoined, in excess of fifty dollars, and that the said assessment be and hereby is approved and confirmed for said sum of fifty dollars.
It is further considered and adjudged that the defendant, the Village of Richwood pay the costs herein taxed at $ ——.
To all of which judgment and decree against plaintiff her attorneys duly excepted and gave notice of her intention to appeal therefrom, and the amount of her bond therefor was fixed by the Court at One Hundred Dollars.

7242 The Citizens Home & Savings Co.
Vs.
Jeannette Houghton et. al.

Court Common Pleas. Union County. Ohio.
Oct. 8th, 1901.

This day Thomas Stillings, one of the defendants appeared, and withdrew his answer and cross-petition to the answer and cross-petition of H. C. Fullington; and this cause coming on to be further heard upon the motion of H. C. Fullington, to confirm the sale heretofore made by the Sheriff of this County of the real estate in this cause, and the Court being fully advised in the premises finds said sale in all respects in conformity to law, and confirms the same, and orders the Sheriff to make to the purchaser of said real estate a good and sufficient deed for the premises so sold by him. The Court further orders the costs made by said H. C. Fullington in said cause to be paid and all taxes and penalty that may be due and owing on said premises so sold to be paid; and the question of further distribution of said proceeds of said sale is continued with leave to H. C. Fullington to file an amended Supplemental answer and cross-petition.
It is further ordered that all costs made in said cause since the 11th day of May, 1898, be paid out of purchase money, realized from the sale of said real estate.

Court adjourned to Wednesday, Oct. 9th, 1901.

Wednesday, Oct. 9th, 1901. Court convened at 9 o'clock A. M.

Court Common Pleas, Union County, Ohio.
Oct. 9th, 1901.

It appearing to the Court that it is necessary to have Volumes No. One, Two, Three, Four and Five of the Common Pleas Records of Union County; and Volumes Two and Three of Common Pleas Journal of Union County, transcribed into new Volumes; it is therefore ordered by the Court that the Clerk of this Court shall transcribe the same, according to section No. 5336 of Revised Statutes of Ohio.

Duncan Dow, Judge of Court of
Common Pleas, Union Co.

7969

7958 Sellie M. Black vs. Mermida Black — Court Common Pleas, Union County, Ohio. Oct. 9th, 1901.

This day this cause was dismissed by plaintiff, without prejudice to a new action and at plaintiff's costs.

7976

7946 Harmon H. Baxley, Guardian vs. Martha E. Stansfield et al. — Court Common Pleas, Union County, Ohio. Oct. 9th, 1901.

This cause now coming on to be heard upon the return of Harmon H. Baxley, Guardian of John A. and Lewis C. Baxley, idiots, of his proceedings and sale under the order of this Court, and on motion to confirm the same, the Court after carefully examining said return and being satisfied that such sale was fairly and legally made, does hereby approve and confirm the same, and order that upon the purchaser paying the purchase price in cash in full, as per the order of this Court, the said Harmon H. Baxley, Guardian, make to the purchaser, Cora V. Gibson, a good and sufficient deed for the premises so sold, and that after paying the costs of this proceeding, the balance of the purchase price is to be paid to Harmon H. Baxley, Guardian as aforesaid to be held subject to the order of the Probate Court of Union County.

7959

7969 Senna Slotterbeck vs. Clyde Slotterbeck — Court Common Pleas. Union County, Ohio. Oct 9th, 1901.

This day this cause came on for hearing upon the petition of plaintiff for divorce and alimony, and the Court being fully advised in the premises find the facts stated in the petition of plaintiff to be true, and that the defendant has been guilty of gross neglect of duty towards plaintiff as she alleges in her petition, and that plaintiff is entitled to a divorce as prayed for. It is therefore ordered adjudged, and decreed by the Court that the marriage contract heretofore existing between the said Senna Slotterbeck and Clyde Slotterbeck, be and the same is hereby dissolved, vacated and set aside, and both parties released from the obligations of the same. And the Court find that the parties have agreed on the sum of Two Hundred and Fifty Dollars ($250.) as the amount in full for alimony to be paid by defendant to plaintiff, which the Court approves and orders defendant to pay in full satisfaction of her claim for Alimony, without any right of action for any further claim for Alimony against defendant, except that defendant has agreed to pay Porter & Porter, Attorneys for Plaintiff $20, and $16 to Dr. Taylor for medical services performed by him for plaintiff, which the Court approves and orders paid accordingly; and also adjudges the costs of Court against defendant of this proceeding taxed at $—, and it is further ordered that plaintiff have the custody of said child, Muriel Slotterbeck, but shall allow the defendant to visit said child at reasonable times if he so desires, until the further order of Court in that behalf.

7976 The Marysville Light and Water Co. vs. Jesse Puyard et. al. — Court Common Pleas, Union County, Ohio. Oct. 9th, 1901.

By agreement of the parties in open Court this cause was settled at the costs of the plaintiff, and by like agreement no damages is claimed by reason of the injunction, and the plaintiff has leave to withdraw all papers including the injunction bond from the files, and there is to be no record.

Court adjourned to Saturday, Oct. 19th, 1901.

7959 Edward Black vs. Sellie M. Black — Court Common Pleas. Union County, Ohio. Oct. 14th, 1901.

This day came the plaintiff and dismisses this action at his own costs, without prejudice to a new action.

Saturday, Octobrr, 19th, 1901, Court Convened at 90 clock, A. M.

7927

Mary A. Jones
vs.
7908 J. H. Monroe, Treas. et. al.

Court Common Pleas. Union County, Ohio.
Oct. 19th, 1901,

Now comes the plaintiff, Mary A. Jones, by her attorneys, S. H. Van Winkle and H. V. Spicer, and tenders for entry upon the records of said Court, this entry showing notice of her intention to appeal, towit:-

This day came said Mary A. Jones, plaintiff, and gave notice of her intention to appeal this cause to the Circuit Court. Plaintiff also asks the Court to direct execution to be staid for thirty days.

Court Common Pleas. Union County. Ohio.
Oct. 19th, 1901.

7991

Appointment of Committee to Examine Commissioners' Report.

On motion to the Court for the appointment of a committee to examine the Annual Report of the County Commissioners' of this County. the Court hereby appoints C. F. Hamilton, R. M. Henderson together with James E. Robinson, Prosecuting Attorney, as such Committee for said purpose, and authorizes them to make examination of said report and report their findings to this Court as provided by law.

7972

H. C. Hamilton
8086. Vs.
Emma V. VanWinkle et. al.

Court Common Pleas. Union County. Ohio
Oct. 18th 1902.

7972

This cause came up for hearing on the application of the defendant, Paper Company. the Court finds that all parties are in default for answer and demurrer to said defendant's answer and cross-petition herein. and that the facts therein are thereby confessed by them to be true: and the Court further finds there is due said defendant from the defendant. Emma VanWinkle upon its said answer and cross-petition the sum of $ 101. 60.

Upon sufficient reason being shown the plaintiff is required to exhaust his lien upon the chattle property described in his petition before attempting to sell any of the real estate therein described.

Emory F. Sawyer
7927 Vs.
Emanuel S. Price

Court Common Pleas. Union County, Ohio.
Oct. 19th, 1901.

This day this cause came on to be heard upon the demurrer of plaintiff to the second defense of defendants answer herein; and was argued by counsel, and submitted to the Court: whereupon the Court having heard the arguments of counsel, and being fully advised in the premises, sustains said demurrer: to which ruling and judgment of the Court the defendant by his counsel then and there excepts. And the defendant on motion to the Court obtained leave to amend his answer herein in 30 days.

E. E. Koffroth
7991 Vs.
O. E. Bird

Court Common Pleas. Union County. Ohio.
Oct. 19th, 1901.

This day on motion of the plaintiff, leave is hereby granted plaintiff to file amended petition herein in thirty days.

Edward Leon
7972 Vs.
Hester Leon,

Court Common Pleas. Union County. Ohio.
Oct. 19th, 1901,

This day on motion to the Court, leave was granted the defendant to file answer to the amended petition herein in 30 days.

Edward Leon
7972 Vs.
Hester Leon

Court Common Pleas. Union County. Ohio.
Oct. 19th, 1901.

On motion of the defendant herein by her Attorney, and good cause being shown, it is hereby ordered that she be allowed the sum of ten dollars per week for the support and maintenance of herself and minor children during the continuance of this action.

It is therefore ordered by the Court that the said Edward Leon pay to the Clerk of this Court the sum of ten dollars, on Oct. 26th, 1901 and also the said sum of ten dollars upon the last day of each and every week during the continuance of this action, And in default of any such payment for three days execution is allowed to issue therefor.

7952 Patrick C. Dra. Court Common Pleas. Union County, Ohio.
Vs. Oct. 19th, 1901.
The National Masonic Provident Association,

This cause now coming on for hearing on motion of the plaintiff to dismiss the appeal herein upon the ground that the undertaking on appeal was not filed within the period of ten days after judgment entered in the premises, and the evidence adduced on the part of the said defendant, the Court on consideration, sustains the said motion, To which order and judgment of the Court, the said defendant by its counsel excepts; and leave is granted the said defendant to file a bill of exceptions in the premises in fifty days, and execution is stayed for that purpose for the period last aforesaid. Oct. 19th, 1901.

7937 The C.C.C.& St.L. R.R. Co. Court Common Pleas. Union County, Ohio.
Vs. Oct. 19th, 1901.
The Village of Milford Center, O.

This day leave is granted the plaintiff to amend its petition in thirty days, and the Court to that end sets aside the judgment dismissing said petition, and the judgment against plaintiff for costs together with so much of said entry as may be inconsistent with the leave granted to amend said petition.

Court adjourned to Monday, November 18th, 1901.

7806

Times of Holding Court.

8007

7806 Board of Education of Jerome Tp. vs. Garrard R. Hughs et. al. Court Common Pleas, Union County, Ohio. Oct. 22nd, 1901.

This day this cause was settled by agreement of the parties hereto, and costs paid. No record.

Times of Holding Court.

State of Ohio } ss.
Fifth Judicial District }

It is ordered that the terms of the Court of Common Pleas of the several Counties in said Fifth Judicial District, for the year 1902, be fixed as follows, to-wit:-

In Crawford County, Feby 10th, May 5th, and October 27th,
In Hancock County, January 6th, March 31st, " September 15th,
In Hardin County, January 6th, March 31st, " September 15th,
In Logan County, February 3rd, April 21st, " October 20th,
In Marion County, January 27th, April 28th " September 29th,
In Seneca County, February 3rd, April 21st, " October 13th,
In Union County, January 6th, March 17th, " Sept. 15th,
In Wood County, January 6th, March 31st, " September 15th,
In Wyandot County, January 20th, April 7th " September 15th,

It is further ordered that Hon. Charles M. Melhorn, be and he hereby is designated as Supervising Judge, and that said Terms begin at nine o'clock A. M.

So ordered at a meeting of the Judges of said District at Fostoria, Ohio, this 15th day of October, 1901.

J. H. Schaufelberger,
Charles M. Melhorn,
Frank Taylor,
Duncan Dow,
James C. Tobias
Boston G. Young. } Judges.

Monday, November, 18th, 1901. Court convened at 9 o'clock A. M.
Present Hon. Duncan Dow,

8007 Frank O. Penny vs. The Village of Richwood, Court Common Pleas, Union County, Ohio, November, 18th, 1901,

This day this cause came on to be heard on application of plaintiff for leave to file petition in error herein and the Court after hearing same granted said application. Nov. 18th, 1901,

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1094

Certificate For Pay.

Sheriff's Office, Union County, Ohio.

Marysville, Ohio, November, 18th, 1901.

To Hon. Duncan Dow, Judge:-

The Court charges for September Term A.D. 1901 Union County Common Pleas, are due for services rendered and are as follows:-

Union County, Ohio, To Simeon F. Burnham, Sheriff, Dr.

To serving Grand Jury Venire	$4.50
" " Petit " "	4.50
" 100 miles travel serving Petit Jury Venire, by order of Court	8.00
" serving Grand Jury Witness	6.60
" making 68 copies, Grand Jury Witnesses	6.80
" 310 miles travel, " " "	24.80
" calling 66, " " "	3.30
" Joseph Lawrence 15 days as Bailiff	30.00
" Allen Haines " " " "	30.00
" allowance Sec, 1231	300.00
Total	$418.50

I hereby certify the above bill to be correct.

S. F. Burnham,

Sheriff of Union County, Ohio.

To the Clerk of the 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.

1094

State of Ohio

Vs.

Charles C. Carr,

Court Common Pleas, Union County, Ohio.

November, 18th, 1901,

Information having been brought to the Court of an alleged violation of an order made on the 30th day of September, 1901, to-wit, on the day last aforesaid the said Charles C. Carr was by this Court ordered to pay to one Lovina A. Carr, as and for her alimony, the sum of Eight Dollars and thirty-three and one third cents per month until the further order of the Court; the first payment to be made on the first day of October, 1901, and the subsequent payments on the first day of each and every month thereafter, And although being able to comply with said order the said Charles C. Carr has refused so to do, and has neglected and refused to pay said alimony or any part thereof though notified and requested so to do. It is therefore ordered that J. L. Cameron, an Attorney of this Court be, and he is instructed and appointed to prepare and prefer in writing appropriate charges of contempt of this Court, claimed to have been committed by the said Charles C. Carr, and file the same in this Court forthwith,

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1094

7840

7840

1094 State of Ohio
vs. Court Common Pleas, Union County, Ohio.
Charles C. Carr November, 18th, 1901,

This day came J. L. Cameron, heretofore appointed by this Court to prepare and prefer a charge of contempt against the said Charles C. Carr, and on behalf of the State of Ohio, and in pursuance of said order of Court, filed written charges of contempt of this Court against the said Charles C. Carr, for violation of an order of this Court.

It is therefore ordered by the Court, that a copy of said charge of contempt, be forthwith served upon the said Charles C. Carr, together with a copy of this order, and that he be required to file his written answer to said charge of contempt on or before the 16th day of December, 1901, and that he appear before this Court on the first day of the next term thereof, towit, on the 6th day of January, 1902, at ten o'clock A.M. ready to answer said charge made against him.

7840 J. L. Horn et. al.
vs. Court Common Pleas, Union County, Ohio,
The Varuna Water Co. November, 18th, 1901,

The receiver herein having heretofore filed his account, and now appearing by Attorney and presenting the same for allowance, and it appearing that he has given due notice in the manner required by law of his intention to do so at this time and place, the same is referred to James F. Hoods, as referee, who is hereby appointed to examine and to report to this Court thereon.

7840 J. L. Horn et. al
vs. Court Common Pleas, Union County, Ohio.
The Varuna Water Co. November, 18th, 1901,

This cause coming on to be heard upon the report of the Referee, to whom was referred the account herein rendered by the Receiver, and upon the evidence relating thereto, the Court finds said account to be correct and satisfactory, and the same is allowed; and it is ordered and decreed that said account be final and conclusive upon all creditors and stockholders of said corporation, and upon all persons having claims against or engagements with it. And the said receiver is allowed for his services herein the sum of Ninety-Two Dollars, and Fifty Dollars is allowed to Millar & Hagerd as Counsel Fee for services rendered him herein, and the said Referee is allowed the sum of Four Dollars for his services; and said Receiver is ordered to pay the same and costs of this action now accrued, taxed to $40.00 out of the money in his hands belonging to said Corporation. It appearing from the account of said Receiver that there will then remain a balance in his hands of $568.61, and from his showing to the Court, that the gneral debts of said dissolved Corporation remaining unpaid amount to $1427.94 with interest thereon accruing since Sept. 26th, 1901, the date of verifying his said account, he is ordered to pay a cash dividend of thirty-nine per cent to the gneral creditors of said Corporation. It further appearing by the representations

of the Attorney for said Receiver that there is a disposition on the part of the Stockholders of said Corporation to contribute and pay to the said Receiver according to their respective statutory liability sufficient money to pay all of said debts in full, and that there is a probability that this matter may be fully settled in that manner, this cause is therefore continued for said purpose.

7747

7982 Dolly Curry Price
Vs
Durell S. Price

Court Common Pleas, Union County, Ohio.
November, 18th, 1901.

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 defendant in default for answer and demurrer to said petition, and find that the defendant is guilty of gross neglect of duty as alleged, 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 finds upon the evidence adduced that the defendant has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Dolly Curry Price and Durell S. Price 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 namely, Orlena Curry Price, eight years old past, and June Llewellyn Price, six years old past hereto be until the further order, confided to the said Plaintiff exclusively. 7991
It is further ordered by the Court that the defendant have the privilege of visiting said children once a month in the day time, and further that said defendant shall notify the plaintiff at least one day before, when he expects to visit said children, and must not be intoxicated, nor in any manner to interfere with the home of the said children. 7972
And any violation of this privilege by either party may be reported to this Court. It is further ordered that the Plaintiff pay the costs of this proceeding

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7998 John N. Lingrell et. al.
Vs.
Lillian Lingrell et. al.

Court Common Pleas, Union County, Ohio.
November, 18th, 1901.

It appearing to the Court that Matthew Lingrell, one of the defendants to this suit is manifestly an insane person, and that he has no legal Guardian, Robert McCrory, is hereby appointed Trustee for said Matthew Lingrell in this suit, to appear and defend the same, Thereupon came said Robert McCrory and accepted said appointment and filed his answer on behalf of said Matthew Lingrell.

Joshua Richardson et. al.

7747 Vs. Court Common Pleas, Union County, Ohio.

B. F. Paxson et. al. November, 18th, 1901,

This day this cause came on to be heard upon the motion of Joshua Richardson and Lizzie Fry, the Plaintiffs in said consolidated actions, to carry into effect the mandate of the Circuit Court ordering partition herein, It is ordered by the Court that by the oaths of John Hendricks, Tracy Hicks and John Sullivan, three judicious, disinterested freeholders of the vicinity, upon actual view of the premises, partition thereof be made in the following proportions;- one eighth part thereof to Joshua Richardson, plaintiff, one eighth part to Jane Ward, one eighth part to Washington Richardson, one eighth part to Aaron Richardson, one eighth part to Mariah Hughs, one eighth part to Elizabeth Dillie, one twenty fourth part each to Henry Snell, William Snell and Carrie Fowler, and one forty-eighth part each to Plaintiff Lizzie Fry, Siddie Williams, B. F. Paxson, S. J. Paxson, Sallie Marmon and Minnie Bird, 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,

It is further ordered that writ and order of a partition issue to the Sheriff of Union County, commanding him to cause partition to be made accordingly.

E. E. Koffroth

7991 Vs. Court Common Pleas, Union County, Ohio

E. E. Bird Nov, 18th, 1901,

This day on motion to the Court leave was granted the plaintiff to file an amended petition in 30 days.

Edward Leow

7972 Vs. Court Common Pleas, Union County, Ohio,

Hester Leow Nov, 18th, 1901,

This day this cause came on to be heard on the pleadings and the evidence, and on consideration thereof the Court finds that the defendant has not been guilty of extreme cruelty as charged by said plaintiff; and that plaintiff is not entitled to a divorce as prayed for, and petition for same is therefore dismissed, The Court further find that the defendant is entitled to alimony for the support of herself and children; and also find that the defendant is entitled to the custody of the minor children,

It is therefore ordered by the Court that the plaintiff pay the cost of this action taxed to $ —, and execution is awarded therefor.

It is further ordered that the plaintiff pay to the defendant as her reasonable alimony in money for the support of herself and minor children $50, on the 1st of December, 1901, and $40, on Jan. 1st. 1902, and $40, on the first of each month thereafter for support of herself and minor children until the further order of this Court, Said payments to be made to the Clerk of this Court, and in default of any such payment for three days, execution is allowed to issue therefor. It is further ordered that the custody of the said children of the parties hereto be, until the further order of this Court, confided to the defendant exclusively.

7961 Graham Bros.
Vs.
Rose Hostetter et.al.
Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901
This day on motion of the plaintiff leave was granted plaintiff to reply in 30 days.

7971 Uriah Cahill
Vs.
T. H. Biddle
Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901,
This day on motion of plaintiff leave was granted by the Court to plaintiff to file amended petition in 10 days and cause continued.

7990 Grace A. Brown
Vs.
George H. Brown
Court Common Pleas, Union County, Ohio
Nov. 18th, 1901,
This day this cause came on to be heard upon the petition and the evidence, and on consideration thereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further find upon the evidence adduced that the defendant has been guilty of willful absence for more than three years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Grace A. Brown and George H. Brown be, and the same hereby is dissolved and both parties are released from the obligation of the same.
It is further ordered that the plaintiff be restored to her former name of Grace A. Starkey, and that the defendant pay the costs of this proceeding taxed to $— for which execution is allowed.

7983 Fred Stirkoff
Vs.
John S. Schneiderer
Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901.
This day on motion to the Court leave was granted the plaintiff to file petition in 30 days.

7985 Ide Graves
Vs.
Dillie Cahill
Court Common Pleas, Union County, Ohio
Nov. 18th, 1901,
This day on motion to the Court leave was granted the defendant to answer in 30 days.

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7949 Fleetwood Courtright
Vs.
L. J. Taylor et. al.

Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901.
This day this cause was dismissed by order of Court at defendants costs.

John E. Hilgas
7951 Vs.
Allen Haines et. al.

Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901.
This day on motion to the Court leave was granted the defendant to answer in 20 days.

Andrew Rumer
7921 Vs.
George Stall et. al.

Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901
This day this cause came on for hearing, and by order of the Court was continued for sale.

Chas. H. Tway
7957 Vs.
The American Express Co.

Court Common Pleas, Union County, Ohio
Nov. 18th, 1901
This day on motion of the plaintiff leave was granted to file petition by December 1st, 1901.

Iola Tallman
7955 Vs.
S. S. McPeek et. al.

Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901
This day this cause came on for hearing and by order of Court was continued for sale.

The Northern National Bank
7965 Vs.
Frederick S. Giddings et. al.

Court Common Pleas, Union County, Ohio,
Nov. 18th, 1901,
On motion of the Plaintiff and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, The Northern National Bank, 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 that out of the proceeds of said sale the said Sheriff pay the costs of this action taxed to $——
And the Clerk of this Court is ordered to enter cancellation of Mortgage given by Frederick S. Giddings et. al. to this plaintiff on Jan 23rd 1893, on the Records of same in Recorder's Office of Union County, Ohio.

7921 Andrew Renner
Vs.
George Stoll et. al.

Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901.

On motion of Plaintiff, the Court having set aside the continuation of the order of sale herein, and on his producing the return of the Sheriff of the sale made under a former order of this Court, and the Sheriff having sold the property described in the writ of execution issued to him in this case, 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 hereby are approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, George Stoll, by a good and sufficient deed, according to law, the property so sold; and that said purchaser is hereby subrogated to all the rights of the lien holders in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk of this Court cause satisfaction of the mortgage herein sued on to be entered on the margin of the record thereof in the office of the Recorder in Union County, Ohio, and the said Sheriff is ordered to pay from the proceeds of said sale, amounting to $950.00 as follows:- First to the Treasurer of said County, the taxes, penalties, and interest thereon, the sum of $3.95;
Second:- The costs of this action taxed at $98.97;
Third:- To the plaintiff Andrew Renner, by his Attorney, Charles Aubert, the balance of the money remaining in his hands, towit, the sum of $877.08.

7242 The Citizens Home and Savings Co.
Vs.
Jeannette Houghton et. al.

Court Common Pleas, Union County, Ohio.
Nov. 18th, 1901.

This day this cause came on to be heard upon the question of distribution of the proceeds of the sale heretofore made by the Sheriff in this case; and the Court being fully advised in the premises, orders the Sheriff to pay out of the proceeds of said sale;- First:- To the Treasurer of this County the taxes, penalty and interest against said property, towit:- the sum of $ —
Secondly:- To the Clerk of this Court the costs of this action taxed to $ —.
Thirdly:- To the Citizens Home & Savings Co. the sum of $1675.88, the amount heretofore found due,
Fourthly:- And to W.C. Pullington, the balance of said proceeds, amounting to $ —.

It is further ordered that the Clerk of this Court enter cancellation of the Mortgage given by Jeannette Houghton et. al, to The Citizens Home and Savings Co. on the 15th day of January, 1895, and recorded in Vol. 33. Page 204 of the Records of Mortgages of Union County, Ohio, upon the Records.

7847 David E. Jakeways et. al.
Vs.
Elizabeth Shenneman et. al.

Court Common Pleas, Union County, Ohio
Nov. 18th, 1901

This day on motion of the defendants, by counsel, the Court ordered that the plaintiffs give security for costs in 30 days, and cause continued.

7747 Joshua Richardson et. al. Mandate from the Circuit Court.
Vs. Circuit Court, Union County, Ohio.
B. F. Paxson et. al.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before Hon. Caleb H. Norris, Hon. James H. Day, Hon. William T. Mooney, Presiding Judges, at Marysville, on the 2nd day of October, 1901, among other proceedings then and there had by and before said Court as appears by its Journal were the following viz:-

"This day this cause came on for trial and hearing upon the issues made by the pleadings of the parties, and the evidence, and was argued by counsel; and the Court being fully advised in the premises find the equities of the case to be with the plaintiffs against the defendants, B. F. Paxson and wife: and the Court find that said deed of conveyance so made by Clark Richardson, to B. F. Paxson was fraudulent and void as claimed by plaintiffs in their petition and should be set aside and cancelled of record, The Court therefore order, adjudge and decree that said deed of conveyance so made be set aside vacated and held for naught, and order that the same be cancelled of record; and the Court adjudge the costs made herein against the said B. F. Paxson, It is therefore considered by the Court that the plaintiffs recover of the said B. F. Paxson, their costs herein taxed to $—, and execution is awarded, therefor, And the Court further find from the issues joined in the case that said land is subject to partition, and said cause is remanded to the Court of Common Pleas for execution for costs against the said B. F. Paxson, and for the partition of said real estate, and for such other proceedings in said cause as are required by law, Motion for new trial by said B. F. Paxson, is overruled, And the said B. F. Paxson to all the rulings and decisions and judgments herein made, excepts and fifty days is allowed for the bill of exceptions, And it is further ordered that the Clerk of this Court cause to be entered on the margin of the record of said deed cancellation of the same,"

I, Chas. C. Fruhorwood, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court, Witness my hand and the seal of said Court this 2nd, day of October, 1901,

(Seal) Chas C Fruhorwood, Clerk Circuit Court.

State of Ohio, } Circuit Court of Ohio, within and for Union County:-
County of Union } To the Honorable Court of Common Pleas, within and for the County of Union, Ohio, Greeting:-

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Joshua Richardson et al. Vs. B. F. Paxson et al. into execution, Witness Chas C Fruhorwood, Clerk of our said Circuit Court at Marysville, Ohio, this 2nd. day of October, 1901,

Chas. C Fruhorwood, Clerk,

7753 Margaret D. Haines
Vs.
H.M. Ballinger and Samuel Sherwood,

Mandate from the Circuit Court.
Circuit Court, Union County, Ohio.
Oct. 2 nd. 1901.

This cause came on to be heard upon the petition in error, the answer of the defendants in error, and the reply to the same by the plaintiff in error, and also upon the demurrer of the defendant in error to the reply of the plaintiff in error, the original papers and pleadings, and the transcript of the record in the Court of Common Pleas; and was argued by counsel and submitted to the Court, On consideration whereof the Court being fully advised in the premises, sustains said demurrer to said reply, and order the dismissal of the said reply and affirm the judgment of the Court of Common Pleas, It is therefore considered by the Court that said defendants in error, recover of said plaintiff in error their costs herein taxed to $—. It is further ordered by this Court that a special mandate be sent to the Court of Common Pleas, to carry this judgment into execution, To all of which orders, judgments and decrees, the plaintiff herein by her counsel, excepts."

I, Chas C Pulhorwood, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court. Witness my hand and the seal of said Court, this 2nd day of Oct. 1901. (Seal) Chas C Pulhorwood, Clerk Circuit Court.

State of Ohio }
County of Union }

Circuit Court of Ohio, within and for Union County,

To the Honorable Court of Common Pleas, within and for the County of Union, Ohio, Greeting:- We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Margaret D. Haines Vs. H.M. Ballinger et. al. into execution. Witness Chas. C. Pulhorwood Clerk of our said Circuit Court, at Marysville, Ohio, this 2nd, day of October, 1901.

Chas C Pulhorwood, Clerk,

7918 J. M. Kennedy
Vs.
J. Ed. Robinson et. al.

Mandate from the Circuit Court.
Circuit Court, Union County, Ohio, Oct. 2 nd. 1901.

This day this cause came on for hearing upon the petition in error, the demurrer of plaintiff in error to the second ground of defense, set up in the answer of the defendants in error, the transcript of the proceedings below, and the original papers in the case; and was argued by counsel; in consideration whereof the Court find that there is no error in said proceedings and judgment, and the said judgment is therefore affirmed at the costs of the plaintiff in error, It is therefore considered that the defendants in error recover of the plaintiff in error their costs taxed to $—. It is further ordered that this cause be remanded to the Court of Common Pleas for execution without penalty, To which decisions, rulings and judgment of the Court, the plaintiff in error at the time excepted."

I, Chas C Pulhorwood, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court. Witness my hand and the seal of said Court, this 2nd day of October, 1901, (Seal) Chas C Pulhorwood, Clerk Circuit Court

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

To the Honorable Court of Common Pleas, within and for the County of Union, Ohio. Greeting:- We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of J. M. Kennedy Vs. J. Ed. Robinson et. al. into execution, Witness, Chas C Pulhorwood, Clerk of our said Circuit Court at Marysville, Ohio, this 2nd day of Oct. 1901. Chas C Pulhorwood, Clerk.

7696

The D. & O. C. R. R. Co. Mandate from the Circuit Court.

7696 Vs. Circuit Court, Union County, Ohio.

Albert Carr October, 2nd, 1901,

This case came on to be heard, upon the petition in error, bill of exceptions, original papers, and pleadings, and the transcript of the docket and journal entries in the Court of Common Pleas, and was argued by Counsel; upon consideration whereof the Judgment of the Court of Common Pleas is reversed, for the reason that the verdict and judgment are not sustained by the weight of the evidence, and no further errors assigned were passed upon for the reason that the same were not noted on the margin of the bill of exceptions; and this case is remanded to the said Court of Common Pleas for further proceedings according to law. It is therfore considered that said plaintiff in error recover of said defendant in error, its costs herein Ordered that a special mandate be sent to the Court of Common Pleas, to carry this Judgment into execution."

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

Witness my hand and the seal of said Court, this 2nd day of October, 1901,

Seal Chas Funhorwood, Clerk Circuit Court.

State of Ohio, } Circuit Court of Ohio, within and for Union County,
County of Union } To the Honorable Court of Common Pleas, within and for the County of Union, Ohio, Greeting:- We do hereby command you that you proceed without delay to carry the within and foregoing Judgment of our Circuit Court in the cause of Albert Carr Vs. The D. & O. C. R. R. Co. into execution. Witness Chas Funhorwood, Clerk of our said Circuit Court at Marysville, Ohio, this 2nd day of October, 1901,

Chas Funhorwood, Clerk.

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 16th day of September, A.D. 1901, and continued from day to day, and from time to time by regular adjournments, until this 18th day of November, A.D. 1901, and is now adjourned without day.

Attest: Chas Cruhorwood, Clerk

7952

7943

Order to draw Jury

8017

In Chambers

Patrick C. Dra

7952 Vs. Court Common Pleas, Union County, Ohio.

The National Masonic Provident Association, Nov. 25th, 1901,

This day, the defendant, The National Masonic Provident Association, by its counsel, prepared and presented to the Court, its certain Bill of Exceptions which the Court allowed and signed, and ordered the same to be filed with the pleadings as part of the record herein, but not to spread upon the Journal of this Court, Bill of Exceptions filed,

Approved, Dow, Judge,

Margaret Barbara Kress

7943 Vs. Court Common Pleas, Union County, Ohio.

Henry Kress

This day came the parties and thereupon this cause was heard on the application of the plaintiff for further alimony pending the action, before Hon. Duncan Dow, of said Court, at chambers in Bellefontaine, Ohio, and the Court having heard the evidence adduced by the parties, and the arguments of counsel, ordered that the defendant pay to the plaintiff on or before Dec, 1st, 1901, the sum of ten dollars as a further allowance of alimony pendente lite herein.

Order to Draw Jury for January Term, 1902,

Order to draw Jury

It is hereby ordered that the Clerk of Common Pleas Court of Union County, Ohio, shall on the 9th day of December, A.D, 1901, cause to be drawn according to law, the names of fifteen persons, to serve as Grand Jurors and the names of fifteen persons to serve as Petit Jurors at the next term of said Court commencing on the 6th day of January, A.D, 1902, Said Grand Jurors to appear on the 6th day of January, and the said Petit Jurors to appear on the 7th day of January, A.D, 1902, at 9 o'clock A.M,

Duncan Dow, Judge of Court of Common Pleas, Union County, Ohio,

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J.H. Shearer & Son.

8017 Vs. Court Common Pleas, Union County, Ohio,

J.R. Hubbard, Dec, 26th, 1901,

In this cause, on motion of said Plaintiff, J.H. Shearer & Son, 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 Fifty-two and 26/100 Dollars, and One and 30/100 Dollars costs with interest from the 16th day of June 1887; it is therefore ordered that said J.R. Hubbard, Dr, and he is hereby ordered to show cause why the said Judgment for said sums of money should not be revived on or before the 25th day of January A.D. 1902, and in default of such showing, that said Judgment to stand revived for said sums of money-

Witness my signature and the seal of said Court at Marysville, this 26th day of Dec A.D, 1901, (Seal) Duncan Dow, Judge,

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In Chambers,

8016 Caroline Kennedy
Vs.
William R. Kennedy

Court Common Pleas, Union County. Ohio
Jan. 3rd, 1902,

This day this case is settled by the parties hereto the defendant is to pay all costs of court, and the parties hereto settle, adjust, and release, each to the other all matters in difference between them, from the 1st day of January, 1896, to the present time, including all notes, accounts claims and demands, of every kind and description whatever to date.

Caroline Kennedy
William R. Kennedy-

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January Term, 1902,

The State of Ohio,
Union County ss.

This 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 January Term, A. D. 1902, held at the Court House in the Village of Marysville, County and State, aforesaid, was begun on January 6th, A. D. 1902,

Present, Hon. Duncan Dow, Judge,
S. F. Burnham, Sheriff,
Attest:- Chas Southorwood, Clerk.

The Venire Facias for a Grand Jury heretofore issued and returnable this 6th day of January, A. D. 1902, at 9 o. clock A. M, was duly returned by the Sheriff with his endorsement thereon as follows, towit:-

The State of Ohio, Union County ss. Sheriff's Office, Dec. 30th, 1901.

On the 9th day of Dec, 1901, 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 thereon,

S. F. Burnham - Sheriff. -

No.	Names	When Served.	How Served -	No. of Miles.
1	Jacob Brem	Dec. 15th	Mail	32
2	M. D. Barto	" 10th	"	24
3	Ed. Hathaway	" 14th	"	10
4	W. S. Rogers	" 11th	"	14
5	Chas. Braun	" 11th	Personal	0
6	Newton Brem -	Not found in County,		0
7	John T. Cartmell	Dec. 11th,	Personal.	0
8	Adam Blumenschine	" 11th,	Personal.	0
9.	Chas. Doudna	" 23rd,	Mail.	40
10.	Joel D. Graham	" 10th	"	32
11.	A. E. Knox	" 10th	"	18
12.	Bart Thompson	" 14th	"	20
13	Frank Horton	" 10th	"	42
14	B. Reed	" 11th	Personal	0
15	D. H. Frye	" 11th	"	0,

And upon calling the same in open Court all the above named persons appeared in answer thereto except Newton Brem who was not found in Union County, Ohio; and Chas. Braun and Joel D. Graham, who were excused for cause shown; and the Court thereupon ordered the Sheriff to complete the panel, which was done,

The following named persons compose the Grand Jury:-

1. Jacob Brem
2. M. D. Barto.
3. Ed. Hathaway.
4. W. S. Rogers.
5. John T. Cartmell
6. Adam Blumenschine,
7. Chas. Doudna.
8. A. E. Knox
9. Bert Thompson,

10 B. Reed.
11. Frank Horton.
12. D. H. Frye.
13. H. McVey.
14. Safe Mallen.
15. W. A. Garrard.

And the panel being complete the Court appointed John T. Cartmell, foreman, and he with his fellow jurors took the oath in manner and form prescribed by law, and the said jury being instructed by the Court in relation to their duties, were conducted to their room, attended by the Sheriff. 8005

7983. Fred Sterhoff.
Vs. Court Common Pleas, Union County Ohio.
John S. Scheidere. Jan. 6th 1902.

This day this cause came on to be heard, and it appearing to the Court that the parties hereto have settled this cause and paid all the costs herein; this cause is therefore hereby dismissed.

8010. The Connecticut Mut. Life Ins. Company,
Vs. Court Common Pleas, Union County Ohio.
Isaac & Lucy J. Willetter. Jan. 6th, 1902.

This cause coming on for a hearing and it appearing that the defendants have paid unto the Clerk of this Court the full amount claimed by Plaintiff in the petition herein and also having paid the costs, it is ordered that this case be dismissed without record.

7235. Uriah Cahill,
Vs. Court Common Pleas, Union County Ohio.
John Cahill et. al. Jan. 6th, 1902.

This day this cause came on to be heard upon a motion of the Plaintiff for the appointment of a receiver and it appearing to the Court that Wm. A. C. Longbrake heretofore appointed receiver herein has removed from the County of Union and therefore can not longer properly act as receiver herein. The Court therefore removes the said A. C. Longbrake as receiver, and appoints as receiver herein in the place of said Longbrake. William M. Titsworth of Union County Ohio. And it is therefore ordered by the Court that the said William M. Titsworth be and he hereby is appointed receiver herein. And before entering upon his duties as such receiver he shall take an oath to perform them properly and execute with approved security a bond for the benefit of whom it may concern in the sum of $500 00 Condition according to law. Hereupon said receiver shall take possession of all notes, monies, due bills, books of accounts and other evidences of debts as heretofore reported in this cause and shall proceed to settle and collect the same for that purpose he may comence and maintain actions in his own name as such receiver and he shall pay out the money by him so collected to various persons entitled thereto for costs first, as 7975.

may be due or become due, and to such persons as is shown by the report of the Master Commissioner herein. And fully settle and wind up the partnership heretofore existing between Plaintiff and Defendants. In accordance with said report and make due report thereof to this Court during the present term thereof.

8005 S.A. Armstrong.
Vs.
John Myers, et.al,

Court Common Pleas, Union County Ohio.
Jan, 6th, 1902.

This cause came on for hearing and it appearing that the Defendants have paid unto the Clerk of this Court the full amount claimed by Plaintiff in the petition herein and also paid all the costs, and also having paid the full amount claimed by Snider Bros, in their cross petition and also satisfied the C.M. Ingman judgement herein it is ordered that this case be dismissed without record.

Appointment of member of Soldier's Relief Commission.

Marysville, Ohio, January, 6th, 1902.

This day the resignation of Geo. M. McPeek as member of the Soldiers Relief Commission for Union County, Ohio, was tendered to, and for good cause shown, accepted by the Court of Common Pleas of said County; and to fill the vacancy on the said Commission; the Court Hereby appoints Wm. P. Snodgrass for the remainder of the term, expiring on the First Monday of October, 1903.

Duncan Kerr Judge Common Pleas Court.

Court Common Pleas, Union County Ohio.
Jan Term, 6th, 1902.

It is ordered by the Court of Common Pleas, in and for Union County, Ohio, that Joseph W. Lawrence be, and he is hereby appointed Court Constable and Bailiff to serve during the present Term of this Court, or until the Court shall otherwise direct, and as such Bailiff he shall preserve order in the Court Room, open and adjourn Court, impanel Juries except in Capital cases, and discharge such other duties as the Court may from time to time direct. Thereupon in open Court came the said Joseph W. Lawrence and accepted said appointment and took the oath of office to faithfully and impartially perform the duties of said appointment.

7975. L.C. Beem.
Vs.
Pearl C. Biddle, et.al,

Court Common Pleas Union County Ohio.
Jan, 6th, 1902.

This day this cause came on to be heard upon the demurrer to the petition filed herein; and the Court having heard the argument of counsel, overrules said demurrer to which ruling and judgement of the Court the defendant by his counsel excepts; and on motion of the defendant by counsel leave is granted to answer herein forthwith

7931. Benjamin W. Green.
Vs. Court Common Pleas, Union County Ohio.
Emma Green. Jan 6th. 1902.

On motion of the defendant herein by her attorney, and good cause being shown, it is hereby ordered that she be allowed the additional sum of $20, as and for her expenses in conducting this action. It is therefore ordered that the said Benjamine W. Green pay to the Clerk of this Court the sum of Twenty dollars on or before the 15th day of January, 1902: and in default of such payment for three days execution is allowed to issue therfor.

7847. David E. Jakeways, et, al.
Vs. Court Common Pleas. Union County Ohio.
Elizabeth Shereman. et, al. Jan, 6th, 1902.

This day this cause came on to be heard and on motion of the defendants, it was ordered by the Court that unless Plaintiffs give security for costs within 15 days this cause shall stand dismissed.

8011. Edward Black.
Vs. Court Common Pleas, Union County Ohio
Lettie M. Black. Jan, 6th, 1902.

This day this cause came on to be heard upon the motion of the defendant for alimony pendente lite herein, and was argued by counsel and submitted to the Court: whereupon the Court overruler said motion.

7998 John A. Lingrell, et, al.
Vs. Court Common Pleas, Union County Ohio.
Lilly Lingrell, et, al. Jan, 6th. 1902.

This day on motion of defendant leave was granted to file answer instanter and the same was filed.

7918. A. W. Ayers Guardian.
Vs. Court Common Pleas. Union County Ohio.
Eliza Webb et. al. Jan, 6th. 1902.

This day this cause came on to be heard upon the demurrer of the defendants to the petition of the plaintiff filed herein; and having heard the arguments of counsel the Court sustains said demurrer, and on motion of plaintiff leave is granted plaintiff to amend petition herein within ten days.

7979. Bell Bros.
Vs. Court Common Pleas, Union County Ohio.
Rose Hostetter Jan, 6th, 1902.

This day this cause came on to be heard, and it appearing that this cause has been settled and all costs paid, it is ordered that this cause be dismissed.

7951.

7971

8003

7951. John E. Wilgus
Vs.
Allen Haines, et, al.

Court Common Pleas, Union County, Ohio.
Jan, 6th, 1902.

This day this cause came on to be heard upon the motion of defendants to make the petition more definite and certain: and was argued by counsel and submitted to the Court, on consideration whereof the Court sustains said motion to the extent of.
First- Requiring the plaintiff to state the nature of injury to the home and the damage resulting therefrom.
Second- By stating the amount of damage to the furniture.
Third- By stating the damage by reason of being deprived of the use of said home and furniture.
Said motion overruled as to all other matters contained therein: and on motion of plaintiff, leave is hereby granted to amend petition by January, 10th, 1902.

Uriah Cahill
7971 Vs.
T. H. Biddle,

Court Common Pleas, Union County, Ohio.
Jan. 6th, 1902.

This day this cause came on to be heard, on motion of plaintiff for leave to make James Cahill a party plaintiff, and for leave to file second amended petition and same granted.

Mary A. Mullen, as Guardian &c,
8003 Vs.
Theodore S. Mullen et. al.

Court Common Pleas, Union County, Ohio.
Jan. 6th, 1902

Now comes the plaintiff by her attorneys herein, and the case coming on to be heard upon the petition of plaintiff, the Court find that all of the defendants have had due and legal notice by summons and due proof of the pendency and demand of said petition, and that they are all in default for answer or demurrer to the same, and that the facts set up in said petition are taken as true as alleged therein, And the Court find that the said plaintiff Mary A. Mullen, is entitled to dower in the undivided one fifth interest of the said Ella May Mullen, in said premises as alleged, and that subject to said dower interest, the said Ella May Mullen is seized of and has a legal right to the one undivided one fifth of said premises, the said Theodore S. Mullen, is seized and has a legal right to one undivided one fifth part of said premises, the said Lafayette S. Mullen is seized and has a legal right to one undivided one fifth part of said premises, the said William W. Mullen, of one undivided fifth part, and the said Joseph S. Mullen of one undivided fifth part of the same. It is therefore ordered, adjudged and decreed, that the said Mary A. Mullen be endowed of the full equal 1/3 of the said share of the said Ella May Mullen, and that partition of said estate be made as above set forth, And that an order issued to the Sheriff of said County of Union commanding him that by the oaths of C. S. Chapman, George Bracher, and B. F. Garmean, three judicious and disinterested freeholders of the vicinity, who are not of kin to either party, and who are hereby appointed Commissioners for that purpose, he assign and set off such dower to the said Mary A. Mullen, according to law, and that by the oaths of said Commissioners, he cause to be set off and divided to the said Ella May Mullen, subject to the said dower, one fifth part of said premises, and to each of the other four defendants a like part of one fifth part of said premises, to which each has been herein severally found entitled, And if said premises, in the opinion of said Commissioners, cannot be divided by metes and bounds without injury to the value thereof, that they appraise the same free from said dower interest, the said Mary A. Mullen in that event, thereby to take her said dower interest in money, And it is further ordered that the Sheriff make due return of his proceedings herein without unnecessary delay.

Court adjourned to Tuesday, January, 7th, 1902.

Tuesday, January, 7th, 1902, Court convened at 9 o'clock A. M.

7825 John McDaniels
vs.
D. A. Temple

Court Common Pleas, Union County, Ohio,
Jan. 7th, 1902,

This day came the parties and settled this case as follows, by agreement, the judgment of the Justice of the peace is satisfied and the defendant is to pay all costs made before the case reached the Common Pleas Court, and the plaintiff is to pay all costs made after the case reached the Common Pleas Court, and the Court approving said Settlement, it is adjudged by the Court that the defendant pay all costs made in this case before the same reached this Court, and the plaintiff is to pay all costs made after the case reached this Court and in default of payment execution is awarded, and it is ordered that there be no record.

7987

The Incorporated Village of Marysville,
7483 vs.
The C.C.C. & St. L. R.R. Co.

Court Common Pleas, Union County, Ohio.
Jan. 7th, 1902.

This day this cause came on for trial, and on motion of the defendant this cause was continued for trial, until Jan. 15th, 1902.

H. G. Roots
7679 vs.
Clara Malloy,

Court Common Pleas, Union County, Ohio.
Jan. 7th, 1902,

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, towit;- Alex Reed, Tom. Cunningham, David Moss, H. D. Stricker, John Burns, Chas. Parrott, Lem. James, Wm. Fleck, C. D. Watts, Harvey Norris, M. Coolidge and J. W. Nicely; 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 as follows, towit;- "We, the Jury, in this case being duly impaneled and sworn do find that at the commencement of this action the defendant of possession in the goods and chattels in the petition described, and was entitled to the possession thereof; and we do assess her damages against plaintiff by reason of the premises at 78 55/100 Dollars, Seventy Eight Dollars and Fifty five cents. Charles Parrott, Foreman.

7696

The State of Ohio
1087 vs
George W. Hancock

Court Common Pleas, Union County, Ohio.
Indictment for Assault with intent to Kill.
Jan. 8th, 1902,

This day Nolle Prosequi is entered herein, by order of the Court, at request of the Prosecuting Attorney.

Court adjourned to Wednesday, January 8th, 1902,

Wednesday, January 8th, 1902, Court convened at 9 o'clock P. M,

Robert McCrory, Executor of the Estate of
7987 John Crottinger, deceased,
vs.
Harriett L. Patch et. al.

Court Common Pleas, Union County, Ohio,
Jan. 8th, 1902,

And now this cause came on to be heard on the petition of the plaintiff asking for the direction and judgment of the Court on construing certain parts of the will of John Crottinger of which will said plaintiff is the executor, and upon certain questions presented in the petition; all the defendants being in default for pleading. And thereupon the Court after careful consideration, find and adjudge the true intention and construction of said will to be as follows, towit:- That the intention of the testator, as gathered from the whole will, was the equal distribution of his estate among the devisees named therein: that the promissory note mentioned in item 6th of said will, is an asset of said estate in the hands of the executor, in all respects as if there had been no will,

It is therefore considered by the Court that the Executor collect the amount of said note and interest off the said Harriett L. Patch and D. B. Patch, and divide the proceeds of the same equally among all the devisees named in said will,

It is further ordered that Robert McCrory, be allowed $25.00 as Attorney fees out of the estate and costs, including said fee to be paid by the Executor,

Albert Carr
7696 vs.
The Toledo and Ohio Central Railroad Co.

Court Common Pleas, Union County, Ohio.
Jan 8th, 1902,

On this eighth day of January, 1902, came the parties herein, by their Attorneys; also came the following named persons as jurors, towit;- Alex Reed, Polk Cunningham, David Moss, H. D. Strickler, John Burns, Chas. Parrott, Sem. James, Milton Braithwait, Alvin Fleck, C. D. Watts, Harvey Norris and Jerry McCloud, who were duly impaneled and sworn according to law, and thereupon the case came on for trial. And thereupon after the statement of the case by the Attorneys, and a view of the premises by the Jury, and plaintiff, upon consent of defendant, withdrew a juror, and thereupon the juror was discharged,

And thereupon this case was submitted to the Court upon the pleadings and the evidence without the intervention of a Jury; and upon consideration thereof the Court find for the plaintiff, and assessed his damages at One Hundred and Fifty Dollars,

It is therefore considered and adjudged that the plaintiff recover from the defendant the said sum of $150, and the costs herein taxed at $ —.

And upon consent of parties it is ordered that no record be made in this case.

Court adjourned to Thursday, January, 9th, 1902,

Thursday, January 9th, 1902, Court convened at 9 o clock A. M,

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 January Term, 1902, 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 ninety three witnesses covering twenty four cases and presented seventeen bills and ignored seven 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 a fine mesh screen should be placed over the ventilators of the Jail to prevent articles being handed in from the outside, We also recommend that a glass be placed in the front hall door,

Respectfully submitted,

January 9th, 1902. John T. Cartmell, Foreman.

7941. B. E. Baker.

Vs.

A. L. Scott Executor.

Court Common Pleas, Union County Ohio.

Jan. 9th. 1902.

This day it appearing to the Court that this case has been settled by the parties and all costs paid, this cause is therefore hereby dismissed.

7784 William Moffitt

Vs.

Frank Sewell

costs paid

Court Common Pleas, Union County, Ohio.

Jan. 9th, 1902,

This day this cause was settled by parties and

Chas. W. Tway

7957 Vs. Court Common Pleas, Union County, Ohio,

The American Express Co. Jan. 9th, 1902,

This day this cause came on for hearing on motion of defendant to dismiss for want of prosecution and was argued by counsel and submitted to the Court, whereupon the Court overrules said motion; and on motion of plaintiff leave is hereby granted to file petition herein in 10 days,

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Minnie M. Hamilton

7974 Vs. Court Common Pleas, Union County, Ohio.

James H. Hamilton Jan. 9th, 1902,

This day this cause came on to be heard on the pleadings and the evidence, and on consideration thereof the Court finds that the defendant has not been guilty of gross neglect of duty, and willful absence to a sufficient degree to constitute a cause of action, it is therefore considered by the Court that the petition herein be, and the same hereby is, dismissed at the cost of the said plaintiff.

Court adjourned to Friday, January 10th, 1902,

Friday, January, 10th, 1902, Court convened at 9 o clock A. M.

T. H. Biddle

7938 Vs. Court Common Pleas, Union County, Ohio.

H. C. Hamilton Jan, 10th, 1902,

This day on motion of the defendant, the Court granted leave to file amended answer herein instanter, and the same was filed.

Hitchcraft, Richardson & Dickinson,

7722 Vs. Court Common Pleas, Union County, Ohio,

H. M. Green et. al, Jan, 10th, 1902,

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, towit:- Alex. Reid, Tom Cunningham, David Moss, H. D. Strickel, John Burns, Chas. Parrott, Sen., James C. D. Watts, Harvey Norris, M. Coolidge, Milton Braithwait and J. W. Nicely, 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, as follows, towit:- We, the Jury, being duly impaneled, sworn and affirmed find the issues in this case in favor of the defendant, Wm. Wellwood.

Dated Jan, 10th, 1902. Charles Parrott, Foreman.

8000 Cyrus Moore
Vs.
Fleetwood Courtright — Court Common Pleas, Union County, Ohio. Jan. 10th, 1902. 1102

This day on motion of the defendant, the Court grants leave to file answer, and the same was filed.

7991 E. E. Koffroth
Vs.
O. E. Bird — Court Common Pleas, Union County, Ohio. Jan. 10th, 1902. 1102

This day on motion of the defendant, the Court grants leave to file demurrer herein, and the same was filed.

7937 The C. C. C. & St. L. R. R. Co.
Vs.
The Village of Milford Center, — Court Common Pleas, Union County, Ohio. Jan. 10th, 1902. 1106

This day this cause came on to be heard upon the demurrer of defendant, to the amended petition filed herein, and was argued by counsel and submitted to the Court; whereupon the Court after due deliberation sustains said demurrer, to which ruling and judgment of the Court, the Plaintiff by its counsel excepts.

1101 The State of Ohio.
Vs.
George H. Hancock — Court Common Pleas, Union County, Ohio. Indictment for Assault with intent to kill. January 9th, 1902. 1096

This day, it is ordered by the Court that the defendant herein, enter into recognizance in the sum of $1000.00, conditioned for his appearance from day to day during the present term of this Court. And thereupon came the defendant, and with H. A. Sangstaff and B. F. Davis as his sureties, and entered into recognizance for the aforesaid sum, conditioned as above stated.

Court adjourned to Tuesday, January 14th, 1902. 1099.

Tuesday, January, 14th, 1902, Court convened at 9 o'clock A. M.

1102 State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for Horse Stealing
Edward Bean Jan. 14th, 1902.

Now comes the prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court and arraigned upon said Indictment for plea thereto saith he is not guilty as he stands charged in said Indictment.

1102 State of Ohio Court Common Pleas, Union County, Ohio.
Vs. Indictment for Horse Stealing.
Edward Bean. Jan 14th, 1902.

This day came the Prosecuting Attorney, and upon leave of the Court, entered a Nolle Prosequi to said Indictment

1106 State of Ohio. Court Common Pleas, Union County Ohio.
Vs. Indictment for Selling Intoxicants on Sun.
Carl Allgower. Jan. 17th, 1902.

This day came the Prosecuting Attorney, and upon leave of the Court, entered a Nolle Prosequi to said Indictment.

1096 State of Ohio. Court Common Pleas, Union County Ohio.
Vs. Indictment for Larceny.
William Drumm. Jan, 14th, 1902.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said Indictment for plea thereto saith he is guilty: and thereupon the Court continued this cause for sentence until next term of this Court, and ordered that the defendant enter into recognizance in the sum of $50. for his appearance on the first day of next term of this Court: and thereupon the defendant entered into recognizance in accordance with the above order.

1099. State of Ohio Court Common Pleas, Union County Ohio.
Vs. Indictment for Horse Stealing
Edward Bean. Jan, 14th, 1902.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said Indictment for plea thereto saith he is guilty: and the Court having heard the testimony and being fully advised in the premises, orders that the said defendant, Edward Bean, be imprisoned and confined in the penitentiary of this State, and kept at hard labor, but without any solitary confinement for the period of three years; and that he pay the costs of this prosecution, for which execution is awarded.

1100 State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for Assault.
Fredrick Rausch. Jan. 14th. 1902.

Now come the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court and arraigned upon said Indictment for plea thereto saith he is guilty: and the Court having heard the testimony and being fully advised in the premises, orderes that the said defendant Fredrick Rausch pay a fine of ten dollars, and the costs of this prosecution; and further orders that the said Fredrick Rausch be committed to the Columbus Workhouse for the period of ninety days and that he stand committed thereto until the amount of said fine and costs are paid or secured to be paid, or he be otherwise legally discharged. 1107.

1103 State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for Perjury.
Roy Metz. Jan. 14th. 1902.

Now come the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said Indictment for plea thereto saith he is not guilty, and puts himself upon the County and the Prosecuting Attorney doth the like, And thereupon the Court orders that the said defendant enter into recognizance in the sum of $500.00 conditioned for his appearance in this Court on the 17th day of February, 1902. to answer the charge against him: and in default thereof that he be committed to the custody of the Sheriff. 1108

1105. State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for keeping Saloon open on Sun.
Carl Allgower. Jan. 14th. 1902.

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 in manner and form as he stands charged in said Indictment. And the Court having heard the testimony and being fully advised in the premises, orders that the said Carl Allgower pay a fine of $50, and the costs of this prosecution and that he stand committed to the Jail of Union County, until said fine and costs are paid.

8015

1110 State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for Selling Intoxicants on Sun.
Jonah Lanier. Jan. 14th. 1902.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court and arraigned upon said Indictment for plea thereto saith he is guilty in manner and form as he stands charged in said Indictment. And thereupon the Court continues this cause for sentence, and orders that the said defendant enter into recognizance in the sum of $100, for his appearance on the first day of the next term of this Court. 7985

1109 State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for Selling intoxicants on Sun.
Jonah Lauer. Jan, 17th, 1902.

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 as he stands charged in said Indictment. And the Court having heard the testimony, being fully advised in the premises, orders that the said defendant pay a fine of $50. and the costs of this prosecution: and that he stand committed to the Jail of Union County, until the said fine and costs are paid or secured to be paid or he be otherwise legally discharged.

1107. State of Ohio. Court Common Pleas, Union County. Ohio.
Vs. Indictment for permitting Minor to play pool.
Carl Allgower. Jan. 17th. 1902.

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 as he stands charged in said Indictment.
And the Court having heard the testimony and being fully advised in the premises, orders that the said defendant pay a fine of $20. and the costs of this prosecution, and that he stand committed to the Jail of Union County, until the said fine and costs are paid, or secured to be paid or he be otherwise legally discharged.

1108 State of Ohio. Court Common Pleas, Union County. Ohio.
Vs. Indictment for keeping Saloon open on Sun.
Carl Allgower. Jan. 17th, 1902.

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 in manner and form as he stands charged in said Indictment.
And thereupon the Court continued this cause for sentence and orders that the said defendant enter into recognizance in the in the sum of $100. for his appearance on the first day of the next term of this Court. And thereupon the defendant entered into recognizance in accordance with the above order.

8015 Lorina C. Graham.
Vs. Court Common Pleas, Union County Ohio.
Lucinda Read. Jan. 14th. 1902.

This day on motion, the Court grants leave for defendant to answer, in twenty days.

7985 Lide Graves Court Common Pleas, Union County Ohio.
Vs. Jan. 14th 1902.
Tillie Cahill.

This day this cause was continued by order of the Court.

Witcraft. Dickinson & Richardson

7722. Vs. Court Common Pleas. Union County Ohio.

H. W. Green. et. al. Jan. 14th. 1902.

The Jury in this action having on a former day of this term rendered a verdict for the defendant Wm Wellwood and on motion for a new trial having been made: It is therefore considered by the Court that the said defendant. Wm. Wellwood. go hence without day. and recover from the plaintiffs his costs herein expended.

8004

7938. T. H. Biddle.

Vs Court Common Pleas. Union County Ohio.

H. C. Hamilton Jan. 14th. 1902.

This day this cause came on to be heard upon the demurrer of plaintiff to the second defense contained in the defendants amended answer filed herein; and was argued by Counsel and submitted to the Court: whereupon said Court sustains said demurrer, to which ruling and judgment of the Court the defendant by his counsel excepts.

7948. The Plano Manufacturing Co.

Vs Court Common Pleas. Union County Ohio.

Abram Rayspole. Jan. 14th. 1902.

This day on motion, the Court grants leave to Plaintiff to file reply by Jan. 18th. 1902. and said cause is assigned for trial on Jan. 23rd. 1902.

John E. Wilgus

1951 Vs. Court Common Pleas. Union County Ohio.

Allen Haines. et. al. Jan. 14th. 1902.

This day this cause was continued by order of the Court.

7679. H. Y. Roots

Vs. Court Common Pleas. Union County Ohio.

Clara Mallory Jan 14th. 1902.

The Jury in this action, having on a former day of this term rendered a verdict for the defendant and assessed her damages at $78,55, and no motion for a new trial having been made: it is therefore considered by the Court that the said Clara Mallory recover from the said H. Y. Root the said sum of $78.55 with her costs here expended

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Mary Derr

7984 Vs. Court Common Pleas, Union County, Ohio.

Fanny J. Hale Jan. 14th, 1903.

This day this cause came on to be heard, whereupon on application and motion of the plaintiff, the above entitled case is dismissed without prejudice at the costs of plaintiff. It is therefore ordered that the above case be dismissed, and that the plaintiff pay the costs herein taxed to $—.

Court adjourned to Wednesday, Jan. 15th, 1902.

Court convened Wednesday, Jan. 15th, 1902, at 9 o'clock, A. M.

8004 Lewis F. Johnson
vs.
Lillie E Johnson.

Court Common Pleas, Union County, Ohio,
Jan. 15th, 1902,

This day this cause came on to be heard upon the motion of defendant for alimony pendente lite in this case; and was argued by counsel and submitted to the Court; whereupon the Court overrules said motion.

Court adjourned to Thursday, Jan. 16th, 1902,

Thursday, Jan. 16th, 1902, Court convened at 9 o'clock, A. M.

7938 D. H. Biddle
Vs.
H. C. Hamilton

Court Common Pleas, Union County, Ohio.
Jan. 16th, 1902,

This day came the parties herein, by their attorneys, and also came the following persons as jurors, towit:- Alex. Reed, David Moss, H. D. Stricker, John Burns, Chas. Parrott, Leyi James, Wm. Fleck, C. D. Watts, Harvey Norris, M. Coolidge, J. H. Neely and Frank Turinton, who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence; and the said jury having heard the evidence adduced, said cause was continued until tomorrow morning at 8:30 o'clock,

7998 John H. Lingrell et. al.
Vs.
Lily Lingrell et. al.

Court Common Pleas, Union County, Ohio.
Jan. 16th, 1902,

This day this cause came on to be heard upon the motion of plaintiffs to strike out certain parts of defendants answer and cross-petition filed herein, and to make the same more definite and certain; and was argued by counsel and submitted to the Court; whereupon the Court overrules said motion as to striking out certain parts of defendants answer and cross-petition, but sustains said motion as to making said answer and cross-petition more definite and certain,

And on motion the Court grants leave for defendant to file amended answer and cross-petition by Jan. 18th, 1902,

7938 D. H. Biddle
Vs.
H. C. Hamilton

Court Common Pleas, Union County, Ohio.
Jan. 16th, 1902,

This day on motion, leave was granted defendant to file second amended answer herein, and the same was filed,

And this cause came on further to be heard upon the demurrer of the plaintiff to the second defense of the second amended answer filed herein, and was argued by counsel and submitted to the Court; whereupon the Court overrules said demurrer,

And upon motion of plaintiff leave was granted plaintiff to reply instanter, which was done,

7927

Emory F. Sawyer
Vs.
Emanuel S. Price

Court Common Pleas, Union County, Ohio,
Jan. 16th, 1902,

This day this cause came on to be heard, upon the motion of plaintiff for an order requiring the defendant herein to answer the interrogatories attached to the plaintiff's petition; and also asking the Court to strike from the amended answer of the defendant, certain parts thereof; and was argued by counsel and submitted to the Court, whereupon the Court sustained said motion as to that part asking that certain parts of the amended answer be stricken out, to which ruling and judgment of the Court, in that behalf, the defendant by his counsel excepts; and as to that part of motion requiring the defendant to answer the interrogatories attached to the petition, the Court overrules, until further order. And upon motion of plaintiff leave is granted to reply in five days.

Court adjourned to Friday, January, 17th, 1902.

Friday, Jan 17th, 1902, Court convened at 9 o'clock A. M.

D. H. Biddle

7938 Vs. Court Common Pleas, Union County, Ohio. 7770

H. C. Hamilton Jan. 17th, 1902,

This day again came the said parties by their Attorneys and also came the Jury heretofore impanelled and sworn, and the trial proceeded, And the said Jury having heard all the testimony, the argument, and charge of the Court, retired to their room, in charge of the Sheriff for deliberation.

And now comes said Jury into open Court with their verdict in writing, signed by their Foreman, and say, "We, the Jury, being duly 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 Three Hundred and Eighty Four Dollars ($384). 7961

Dated Jan 17th, 1902. Charles Parrott, Foreman

7998

Court adjourned to Monday, Jan. 20th, 1902,

Monday, January 20th, 1902, Court convened at 9 o'clock A. M.

The Farmers Bank

7770 Vs. Court Common Pleas, Union County, Ohio,

S. H. Rhulen et. al. Jan. 20th, 1902,

This day this cause came on to be heard upon the motion of the defendant, D. H. Ayers, to dismiss the cross-petition of the defendant, S. H. Rhulen, filed herein; and was argued by counsel and submitted to the Court; whereupon the Court upon consideration, sustains said motion and dismisses said cross-petition at costs of S. H. Rhulen, to which ruling and judgment of the Court, the defendant, S. H. Rhulen, by his counsel excepts,

Graham Bros.

7961 Vs. Court Common Pleas, Union County, Ohio,

Rose Hostetter et. al. Jan. 20th, 1902,

Now comes the plaintiff herein, and the defendant being in default for answer and demurrer, this cause was submitted to the Court upon the petition and evidence; and the Court find the allegations of the petition are true, and that the conveyance of the property described in the petition was made with intent to hinder, delay, and defraud, creditors, as the said plaintiff in his petition alleged,

It is therefore considered by the Court that the said deed of conveyance from Rose Hostetter to Luella Richman be, and the same is hereby set aside, vacated, and declared to be of no force or effect, in law to affect or convey the title of the said described premises to the said Luella Richman,

It is therefore further considered by the Court that the said property in the petition described be subjected to the payment of the debts of the said Rose Hostetter, according to the priorities here after to be determined,

It is further decreed that the said Rose Hostetter pay one hundred Dollars (100^{00}), which is to be in full payment, for the amount asked in plaintiffs petition, to be paid by defendant, Rose Hostetter, within ninety days from this decree, and to pay five dollars on the costs; and Graham Bros, the plaintiffs herein to pay the balance of the costs. And that for that purpose said property be sold by the Sheriff of this County, as upon execution, if the above amount of One Hundred Dollars, (100^{00}) and five dollars costs is not paid to the said plaintiffs herein within ninety days from date of this decree, and that the Sheriff return his proceedings to this Court for further order in the premises,

John N. Lingrell et. al.

7998 Vs. Court Common Pleas, Union County, Ohio,

Lily Lingrell et. al. Jan. 20th, 1902,

This day this cause came on to be heard upon the motion of the defendant, Lily Lingrell, for a continuance of this cause; and was argued by Counsel, and submitted to the Court; whereupon the Court upon consideration, sustains said motion, and orders said cause continued on showing of defendant, and at her costs,

8025 Maggie Lister
Vs.
Calvin Lister

Court Common Pleas, Union County, Ohio.
Jan. 20th, 1902,

This day this cause came on to be heard upon the motion of plaintiff by her Attorney for an injunction in this case and good cause being shown therfor, it is ordered that an injunction be allowed herein as prayed for until the further order of this Court, No bond required,

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8014 Geo. H. Stevens
Vs.
J.D. Morse,

Court Common Pleas, Union County, Ohio.
Jan. 20th, 1902,

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendant, J.D. Morse, has been duly served with summons in this case, and that he is in default for answer and demurrer, and that the allegations of the petition are thereby confessed by him to be true; and that there is due the plaintiff from the defendant, J.D. Morse, on the promissory note set forth in the petition, with interest to the 20th day of January, 1902, the sum of Six Hundred and Ninety-three Dollars and thirty-three cents, ($693 33/100). The Court further find that in order to secure the payment of said note set forth in the petition, the defendant Jason D. Morse, being the same person as J.D. Morse, and Orrilla A. Morse, his wife, executed and delivered to the said Geo. H. Stevens, the plaintiff, their certain mortgage deed as in the petition described; that said mortgage was duly recorded in Book No. 28, Page 283, of the Records of Mortgages of Union County, and is a good and valid lien on the premises in the petition described; and that the conditions in said mortgage have been broken,

It is therefor considered by the Court that the plaintiff recover from the defendant the said sum of $693 33/100 and his costs herein expended,

And it is further adjudged and decreed that unless the defendant J.D. Morse shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due, as aforesaid, with interest from the 20th day of January, 1902, the defendants equity of redemption be foreclosed and said premises be sold, and 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,

8018

7999 Mary J. Davis
Vs.
Finley Davis

Court Common Pleas, Union County, Ohio.
Jan. 20th, 1902,

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, together with a copy of the petition according to law, and upon due consideration thereof, the Court finds that the allegations of the petition are true, and that at the time of his marriage with the plaintiff, the defendant Finley Davis had a former

wife living, and from whom he had not been divorced or legally separated, The Court further finds that the plaintiff was married to the defendant, as in her petition stated, and that she has been a resident of this State for more than one year prior to the filing of her petition herein, and that at the time of filing the same, she was and ever since has been a bona fide resident of this County of Union, and that by reason of the premises the plaintiff is entitled to be divorced from the defendant.

It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between the parties be and the same is, hereby set aside, and wholly annulled and both parties released from all obligations of the same. It is further ordered that the plaintiff pay the costs of this proceeding taxed to $—.

Court adjourned to Tuesday, January, 21st. 1902,

Tuesday, Jan, 21st. 1902, Court convened at 9 o'clock A. M,

Charles R. Smith

5018 Vs, Court Common Pleas, Union County, Ohio,

Fannie Cummings et. al. Jan, 21st. 1903,

This day on motion of plaintiff, the Court grants leave to withdraw the petition filed in this case, Costs paid.

Court adjourned to Wednesday, January, 22nd. 1902,

Wednesday, Jan, 22nd, 1902, Court convened at 9 o'clock, A. M.

7978 The Newark Machine Company,
vs.
C. A. Forman et. al.

Court Common Pleas, Union County, Ohio.
Jan, 22nd, 1902,

Now comes the said plaintiff by his Attorney, and the defendants, C. A. Forman, and John Forman, being in default for answer and demurrer, the Court finds that the allegations in the petition are, as to said defendants, confessed by them to be true, and that the defendant, C. A. Forman, is indebted to the plaintiff in the sum of $438.04 on the first three causes of action in said petition set forth; and the Court further finds that the said note set out in the fourth cause of action is now due, and that the defendants, C. A. Forman, are indebted to the plaintiff on the same in the sum of $303.36.

And the Court further finds that in order to secure the payment of said promissory notes, described in the first and second causes of action in the petition, the defendant, C. A. Forman, executed and delivered to said plaintiff his chattel mortgage set out in the fifth cause of action, and upon the property described in the petition in said fifth cause of action; and that said chattel mortgage was by the plaintiff on the 5th day of March, 1897, duly filed with the Clerk of Washington Township of Union County, Ohio, where said C. A. Foreman resided at the time of the execution of said mortgage, and that said mortgage has been continuously refiled since its said execution and filing as required by law, and from that date became a lien upon said property, and is now a valid and subsisting lien on said property, and that said plaintiff is entitled, by reason of the non-payment of said notes, to have the said chattel mortgage foreclosed, and the said property sold.

And the Court further finds that in order to secure the payment of said promissory notes described in the third and fourth causes of action the said defendant, C. A. Forman, executed and delivered to said plaintiff his chattel mortgage upon the property, described in the sixth cause of action, of the petition, and the said chattel mortgage was by the plaintiff on the 26th day of March, A. D. 1898, duly filed with the Clerk of Washington Township, Union County, Ohio, where said C. A. Forman, resided at the time of the execution of said mortgage, and said mortgage has been continuously refiled since its filing as required by law, and from the date of said filing became a lien upon said property, and is now a valid and subsisting lien on said property, and that the plaintiff is entitled by reason of the non-payment of said notes to have the said chattel mortgage foreclosed and said property sold.

It is therefore considered by the Court that the said plaintiff recover from the said defendant, C. A. Forman, the said sum of $438.04 so as aforesaid found due, and it is further considered by the Court that said plaintiff recover from said defendants, C. A. Forman and John Forman, the said sum of $303.36 so as aforesaid found due; both said judgments to draw interest at 8 per cent from the first day of this Term of this Court.

And it is further ordered, adjudged and decreed that unless the defendant C. A. Forman, shall pay to said plaintiff the sum of $229.26 with interest from the first day of this term within ten days from the date of this entry that the said property described in the said

fifth cause of action and upon which said mortgage set forth in said fifth cause of action is a lien, be sold according to law, by the Sheriff, and that the proceeds derived from such sale be applied to the payment of said sums; and it is further ordered that unless the defendant, C.A. Forman, shall pay to said plaintiff the sum of $208.72 with interest from the first day of this term within ten days from this date, and that unless the defendants, C.A. Forman and John Forman shall pay to said plaintiff the sum of $303.36 with interest from the first day of this term within ten days from this date that the said property described in said sixth cause of action upon which said mortgage set forth in said sixth cause of action is a lien, be sold according to law by the Sheriff, and that the proceeds derived from such sale be applied to the payment of the sums so as aforesaid found due, ——— And the Court further find that the defendant, the Huber Manufacturing Company, is a corporation, organized under the laws of Ohio, as alleged; That there is due to the said corporation from the defendants, C.A. Forman, and Mary J. Forman on the judgment set up in its Answer and Cross-Petition, called upon the promissory Note No. 16423, so called and described in said Cross-Petition, the sum of $154 39/100 with interest at eight per cent. per annum, from the 14th day of January A.D. 1899; and that there is due to the said corporation from said C.A. Forman and Mary J. Forman, on the promissory note No. 16424, so called and described in said Cross-Petition the sum of $265 53/100, including interest to maturity as stipulated therein, with interest on the sum last aforesaid at eight per cent. per annum, from the 1st day of November, A.D. 1899, The Court further find that to secure the payment of the two notes aforesaid, the said C.A. Forman and Mary J. Forman, executed and delivered to the said, The Huber Manufacturing Company, their certain Chattel Mortgage, as in said cross-petition alleged, and on the chattel property therein described, and that the same is a valid and subsisting first lien on the chattel property last aforesaid. And the Court find that the said, The Huber Manufacturing Company, is entitled to have the chattel property, in its said mortgage described, sold to pay the amounts so as aforesaid found due it.

It is therefore ordered, adjudged and decreed, by the Court, that said mortgage be foreclosed, and that, unless said C.A. Forman and Mary J. Forman shall within ten days from the entry of this decree pay or cause to be paid, to the Clerk of this Court the costs in this case, and to the said, The Huber Manufacturing Company the sums, with interest, found due it as aforesaid, in the order of priority aforesaid, the chattel property aforesaid, shall be sold by the Sheriff of this County as upon execution, and that an order issue for that purpose, and cause continued.

7994

Ross Forsythe
Vs.
Cora Forsythe

Court Common Pleas, Union County, Ohio.
Jan. 22nd, 1902.

This day this cause came on for hearing on the petition of the plaintiff, the defendant being in default for answer and the Court being fully advised, after hearing the evidence of witnesses do find for the plaintiff as follows, towit:-
1st, That they were married as alleged in the petition,
2nd, That said defendant was duly served with a summons in this case,
3rd, That the defendant has been guilty of gross neglect of duty, and misconduct as charged in said petition,

It is therefor decreed, ordered and adjudged by the Court that said parties be divorced from each other and that each party be released from the obligations thereof, and that the plaintiff have the custody care and control of said child, Arthur Forsythe; and the plaintiff pay the costs of this case.

8011

Edward Black
Vs.
Lettie M. Black

Court Common Pleas, Union County, Ohio.
Jan. 22nd, 1902.

This day this cause came on to be heard upon the petition of the plaintiff and the answer and cross-petition of the defendant, and the evidence, On consideration whereof, the Court being fully advised in the premises finds that the defendant has been legally notified of the filing and pendency of the petition, by service of summons and copy of the petition for more than six weeks prior to the hearing hereof. The Court further finds that the parties were married as in the petition set forth, and that the plaintiff was a resident of Ohio for more than one year prior to the time of filing his petition herein, and that at the time of filing the same he was a bona fide resident of said County of Union,
The Court further find that the charges made by the defendant against the plaintiff in her answer and cross-petition, are not sustained by the evidence, and are not true, The Court further find that at the time of filing the petition the defendant was an inmate of a house of prostitution as in the petition alleged, and that subsequent to said marriage, and before the filing of the petition herein she had been guilty of adultery as in the petition set forth, and that by reason thereof the plaintiff is entitled to be divorced from said defendant, It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between said parties be, and the same is hereby set aside and wholly annulled and both parties released from the obligations of the same. It is further ordered that the plaintiff pay the costs of this proceeding taxed to ℔—.

7993

8008

7975

Margaret Barbara Kress

7943 Vs. Court Common Pleas, Union County, Ohio.

Henry Kress Jan 22nd. 1902,

This day this cause came on to be heard upon the pleadings and the evidence; and was submitted to the Court, whereupon the Court finds that neither the plaintiff nor the defendant herein are entitled to a divorce,

It is therefore ordered that the petition of plaintiff and the Cross-petition of the defendant be dismissed at the costs of plaintiff, excepting the costs of defendants witnesses, which are to be paid by defendant,

It is further ordered upon failure of either party to pay costs execution is allowed to issue therefor,

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James H. Rittenhouse

8008 Vs. Court Common Pleas, Union County, Ohio,

Sarah Rittenhouse Jan, 22nd, 1902,

This day this cause came on for hearing, defendant withdrew her answer and cross-petition, The Court finds that the plaintiff, at the time of filing his petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth, The Court further finds, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty as alleged in plaintiff's petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said James H. Rittenhouse and Sarah Rittenhouse 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, maintenance, education and control of the said child of the parties hereto be, confided to the said Sarah Rittenhouse; but it is hereby ordered that the said plaintiff, James H. Rittenhouse shall have the privilege of visiting said child, at all reasonable times, and that the said plaintiff shall pay the sum of ($2) two Dollars per month to said defendant for support and maintenance of said child payable quarterly, the first quarter of which shall be paid on or before the 22nd day of April, 1902, and every three months thereafter,

Plaintiff to pay the costs,

S. C. Brem

7975 Vs. Court Common Pleas, Union County, Ohio,

Pearl C. Biddle et al. Jan 22nd, 1902,

This cause having been settled, the plaintiff herein dismisses his petition, and the defendant Thomas H. Biddle dismisses his cross-petition and each releases the defendants Pearl C. Biddle and Lillie S. Biddle from all liability thereon; and it is mutually agreed that said Thomas H. Biddle shall pay half the costs of this action, and that the said Pearl C. Biddle and Lillie S. Biddle shall pay the other half of said costs,

Therefore the Court decrees and renders judgment accordingly,

No record.

7977 Mary Guy
Vs.
William Guy

Court Common Pleas, Union County, Ohio.
Jan. 22nd, 1902,

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true, The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same and was at the time a bona fide resident of the County of Union, and that the parties hereto were married as in said petition set forth, The Court further find that the defendant has been guilty as set forth in her petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for, It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said parties, Mary Guy and William Guy, be and the same hereby is dissolved and both parties are released from the obligations of the same.
It is further ordered that the custody, care, education and control of said child, Frank Guy, of the parties hereto be confided to the said Mary Guy exclusively, And the Court find that the plaintiff is the owner of a life estate of the following described real estate, towit:- Situate in Paris Township, Part of Military Survey No. 4074, and North-west corner to a lot of land containing 20 acres, owned by the heirs of H. Elliott, deceased; thence with the North line of said lot, N. 82° E. 80 poles to a stone; thence with the East line of said lot S. 72° E. 40 poles to a stone in the South line of said Survey No. 4074; thence with said line N. 82° E. 68 poles to a stone (Beech and Sugar gone) S.W. corner to A. J. Staley's land, and in the West line of E. Turner's land; N. 7¼° W. 112 60/100 poles to a stone (near a hickory marked as a corner tree) Southeast corner to said E. Turner's Wasson Farm; thence with the South line of said farm S. 89° W. 147 60/100 poles to a stone (Elm and Ash gone) Southwest corner to said farm in the West line of said Survey No. 4074; thence with said line S. 7½° E. 75 poles to the beginning, containing 85 acres more or less", and the same is hereby restored to her, divested of all and every claim, title and interest of her said husband, It is further ordered by the Court that plaintiff pay the costs.

7980

8006

1112

7931 Benjamin W. Drew
Vs.
Emma Drew

Court Common Pleas, Union County, Ohio.
Jan. 22nd, 1902,

Now comes the defendant herein, and thereupon this cause came on for hearing on the answer and cross-petition of the defendant, and the evidence; on consideration whereof the Court find that the parties were married as stated in the pleadings, The Court further find that neither of the parties have sustained the charge against the other sufficiently to entitle either to a divorce or alimony, It is therefore adjudged that both the petition and cross-petition be dismissed at plaintiff's cost, It is further ordered and adjudged that the additional order for alimony pendente lite for $ 30.00 made on January 6th, 1902, and

recorded in Journal 19, page 312, is hereby reconsidered by the Court, and set aside,

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Orien G. Walke

7980 Vs. Court Common Pleas, Union County, Ohio.

Orpha Bennett et. al. Jan. 22nd, 1902,

This day this cause came on to be heard upon the petition and the evidence, 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 the plaintiff at the time of bringing this action 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 or any one of them have any estate in, or are entitled to the possession of said real estate or any part thereof, and that the 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 Orien G. Walke to all and singular the premises in the petition described, towit:- "All of Lots No. 107 and No. 108 in Garwood's Addition to Milford Center, 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 Orien G. Walke, his heirs and assigns, thereto, It is further ordered that the plaintiff pay the costs of this proceeding taxed to $- for which execution is awarded.

Luella Beckham,

8006 Vs. Court Common Pleas, Union County, Ohio.

Elijah Beckham Jan. 22nd, 1902,

Now comes the plaintiff herein, and the Court being fully advised in the premises, hereby dismisses the petition herein, without prejudice to a new action,

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State of Ohio Jan. 22nd, 1902,

1112 Vs. Court Common Pleas, Union County, Ohio.

Charles Sillimam Indictment for keeping Saloon open on Sunday,

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is guilty in manner and form as he stands charged in said Indictment,

And thereupon the Court continued this cause for sentence, and orders that the defendant enter into recognizance in the sum of $100, for his appearance on the first day of the next term of this Court,

And thereupon came the said Charles Sillimam, and entered into recognizance in accordance with the above order,

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1111 State of Ohio
Vs.
Charles Silliman

Jan. 22nd. 1902,
Court Common Pleas, Union County, Ohio.
Indictment for Selling Intoxicants on Sunday.

7988

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 as he stands charged in said Indictment, And the Court having heard the testimony and being fully advised in the premises, orders that the said defendant pay a fine of $50.00 and the costs of this prosecution, and that he stand committed to the jail of Union County, until the said fine and costs are paid or secured to be paid, or he be otherwise legally discharged.

8001

8004 Lewis F. Johnson
Vs.
Lillie E. Johnson,

Court Common Pleas, Union County, Ohio,
Jan, 22nd, 1902,

This day this cause came on to be heard upon the pleadings and the evidence, and was argued by counsel and submitted to the Court, whereupon the Court finds, that the plaintiff is not entitled to a divorce as prayed for, It is therefor ordered by the Court that the petition of plaintiff and the answer of defendant be dismissed at the costs of the plaintiff.

It is further ordered that upon failure of the plaintiff to pay the costs herein, execution is allowed to issue therefor.

1101 State of Ohio
Vs.
Geo. W. Hancock,

Jan. 22nd, 1902,
Court Common Pleas, Union County, Ohio,
Indictment for Assault with intent to kill,

This day upon request of the Prosecuting Attorney, the Court hereby appoints H. F. Hoopes to assist in the prosecution of this case,

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1101 State of Ohio
Vs.
Geo. W. Hancock,

Jan, 22nd, 1902,
Court Common Pleas, Union County, Ohio,
Indictment for Assault with intent to kill,

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty, and puts himself upon the Country, and the Prosecuting Attorney doth the like,

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8022 E. I. Mather
Vs,
Aaron Coleman

Court Common Pleas, Union County, Ohio,
Jan, 22nd, 1902,

This day this cause was settled by the parties and all costs paid,

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Alice Schultz
7988 Vs. Court Common Pleas, Union County, Ohio.
Herman Schultz
January 22nd, 1902.
costs paid.

This day this cause was settled by the parties and all

David C. Conklin
8001 Vs. Court Common Pleas, Union County, Ohio.
John Finch
January 22nd, 1902.

Now came the parties herein, by their Attorneys, and thereupon this cause came on for hearing on the pleadings and evidence, and was submitted to the Court; on consideration whereof the Court find, on the issues joined, for the plaintiff, and that the plaintiff is entitled to the relief prayed for. It is therefore, on motion of the plaintiff, adjudged and decreed that the injunction heretofore granted in this action enjoining the defendant from enjoining the defendant from obstructing the road leading from the premises of plaintiff to the Adams & Crottinger Pike, and from interfering with the travel of plaintiff thereon, be and the same hereby is, made perpetual.
It is further ordered that the defendant pay all costs of this action, except plaintiff's witnesses; and that in default of payment of same, execution is allowed to issue therefor.

Court adjourned to Thursday, January, 23rd, 1902.

Thursday, January 23rd, Court convened at 9 o'clock, A. M.

The Plano Manufacturing Co.
7948 Vs. Court Common Pleas, Union County, Ohio.
Abram Raypole, Jan. 23rd, 1902,

This day this cause came on to be heard, and the parties in open Court having waived the trial by the Jury and submitted to the Court for trial and judgment, and the Court having heard the evidence adduced, by the parties respectively, and the argument of their counsel and being fully advised in the premises, doth find that there is due the plaintiff, The Plano Manufacturing Company, from the defendant Abram Raypole, the sum of $79.60. 7952

Therefore it is adjudged by the Court that the said plaintiff recover of the said defendant the said sum of $79.60 and that each party pay his own costs in its behalf and judgment accordingly, and execution awarded.

Motion for a new trial overruled, neither parties excepting.

State of Ohio, Indictment for Perjury
1104 Vs. Court Common Pleas, Union County, Ohio.
Everett Drumm. Jan. 23rd, 1902,

This day came the Prosecuting Attorney, and upon leave of the Court, entered a Nolle Prosequi to said Indictment.

E. E. Koffroth
7991 Vs. Court Common Pleas, Union County, Ohio.
O. E. Bird Jan. 23rd, 1902,

This day on motion of the defendant the demurrer filed herein is withdrawn, and leave is granted defendant to answer in 10 days, and cause continued.

David E. Jakeways et. al,
7847 Vs. Court Common Pleas, Union County, Ohio.
Elizabeth Shenman et. al, Jan. 23rd, 1902,

This day this cause was dismissed by order of Court for failure to secure costs. It is therefore ordered and adjudged by the Court that this cause be dismissed and that plaintiffs pay the costs of this proceeding, for which execution is awarded.

Philip Speasemaker
7715 Vs. Court Common Pleas, Union County, Ohio,
Walter Byerly et. al.

It appearing that the plaintiff has died since the commencement of this action, and that Caroline Speasemaker, has been duly appointed and qualified as Administratrix of his estate, therefore by consent of all the parties interested, the said Caroline Speasemaker, Administratrix has leave to become plaintiff herein, and this action is revived in her name as such Administratrix, and shall proceed in her favor.

Order of Court.

It is ordered by the Court of Common Pleas of Union County, Ohio, that the Clerk of said Court shall keep the original papers of all cases pending in said Court on file in his office, and not permit the same to be taken therefrom, except only during the trial thereof and upon order of the Court.

Duncan Dow, Judge of Court of Common Pleas, Union Co. Ohio.

Jan. 23rd, 1902.

Court adjourned to Feb. 17th, 1902.

Patrick C. Dra.

7952 Vs.

The National Masonic Provident Association

Court Common Pleas, Union County, Ohio.

Feb. 14th, 1902.

A certain mandate having been received from the Circuit Court of Union County, it is hereby ordered that due execution thereof be had, which said mandate is in the words and figures following, to-wit:-

"Mandate From the Circuit Court.

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

At a term of the Circuit Court, within and for the County of Union in the State of Ohio, began and held before Hon. Caleb H. Norris, Hon. S. M. Douglass and Hon. R. M. Voorhees, presiding Judges at Marysville, on the 13th day of February, 1902, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

No. 168 { The National Masonic Provident Association Vs. Patrick C. Dra.

This cause came on for hearing on the petition in error, the transcript, and the original papers and pleadings from the Court of Common Pleas of Union County, and was argued by counsel and submitted to this Court, thereupon, on consideration thereof the Court find that there is apparent error upon the record of the proceedings of the said Court of Common Pleas, to the prejudice of the said plaintiff in error, in this to-wit:- Said Court of Common Pleas erred, in view of the statements of admitted facts in the Bill of Exceptions set forth, in sustaining the motion of the said defendant in error to dismiss the appeal theretofore taken to said Court of Common Pleas, by said Plaintiff in error, from the judgment of said Justice of the Peace, and in said Court's order dismissing said appeal. The Court further find, from the admitted facts aforesaid, that the undertaking of said plaintiff in error for said appeal was executed and presented in time under the Statutory limitation therefor.

It is, therefore considered, ordered and adjudged by this Court that the judgment and order, so as aforesaid rendered by said Court below, be, and the same is, hereby reversed and held for naught, and that the said plaintiff in error recover from the said defendant in error, its costs herein expended taxed to $ —.

And the Court further proceeding to render such judgment as the said Court of Common Pleas ought to have rendered, considers and overrules the said motion to dismiss the said appeal.

It is further considered and ordered by this Court that this

cause be remanded to the said Court of Common Pleas for execution, and for further proceedings according to law; and that a special mandate therefor be sent to said Court below. To which orders and judgments of this Court, the said defendant in error excepts."

I, Chas Pinkerwood, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court this 14th day of February, A.D. 1902. (Seal) Chas Pinkerwood,
Clerk Circuit Court.

Edwin H. Perkins, Admr,
Vs.
7914 W. H. Merchant, Admr,

Court Common Pleas, Union County, Ohio.
Feb. 15th, 1902.

A certain mandate being received from the Circuit Court of Union County, it is hereby ordered that due execution thereof be had; which said mandate is in the words and figures following to-wit:-

"Mandate From The Circuit Court.

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

At a term of the Circuit Court, within and for the County of Union in the State of Ohio, began and held before Hon. Caleb H. Norris, Hon. S. M. Douglas and Hon. L. M. Voorhes, presiding Judges at Marysville, on the 13th day of Feb. 1902, A.D. among other proceedings then and there had by and before said Court as appears by its Journal, were the following, Viz:-

William H. Merchant, Admr,
No. 169 Vs.
Edwin H. Perkins, Admr,

This day this cause came on to be heard upon the petition in error, of William H. Merchant, and upon the demurrer of the said Edwin H. Perkins to the amended answer of the said William H. Merchant, and the Court being fully advised in the premises, do find that the Court of Common Pleas erred in sustaining said demurrer, and said demurrer is hereby overruled, and the judgment rendered by said Court below is reversed, And the Court looking to the whole record, find that the petition of the said Perkins is insufficient and defective, and obnoxious to a demurrer: and the objection by said Merchant to the petition of the plaintiff that the same is insufficient and defective is sustained; and the costs are adjudged against the said Edwin H. Perkins, execution awarded therefor, and the cause remanded to the Court of Common Pleas for execution, and for further proceedings according to law. To all of which rulings and judgments the said Edwin H. Perkins at the time excepted."

I, Chas Pinkerwood, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the forgoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the seal of said Court this 15th day of Feb. A.D. 1902,

(Seal) Chas Pinkerwood,
Clerk Circuit Court.

Monday, Feb. 17th, 1902, Court convened at 9 o'clock A. M.
Present Hon. Duncan Dow, Judge.

Order to Draw Jury

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County, Ohio. shall on the 17th day of February, A. D. 1902, cause to be drawn according to law, the names of fifteen persons to serve as Grand Jurors, and the names of fifteen persons to serve as Petit Jurors, at the next term of said Court, commencing on the 17th day of March, A. D. 1902, Said Grand Jurors to appear on the 17th day of March, and the said Petit Jurors to appear on the 24th day of March, A. D. 1902, at 9 o'clock A. M.,

Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio.

Uriah Cahill

7235 Vs. Court Common Pleas, Union County, Ohio.

John Cahill et. al. Feb. 17th, 1902.

This day this cause came on to be heard and upon the report filed herein of William N. Titsworth, receiver, the same being carefully examined by the Court is hereby approved and confirmed he being allowed $20.00 for his services as receiver as well as confirmed the other payments made by him of the moneys received by him. And the Court finds there is no money in the possession of the said William N. Titsworth as receiver, The Court also confirms the recommendation of said receiver in that judgment be rendered against the parties named in said report as owing said Company that said judgment shall be in favor of and for the benefit of the creditors of said Company proportionately in the names and amounts as set forth in said report and execution is awarded accordingly upon the motion of any of said parties, Said receiver is hereby discharged and his account fully settled.

John H. Lingrell et. al.

7998 Vs. Court Common Pleas, Union County, Ohio.

Lily Lingrell et. al. Feb. 17th, 1902.

The death of the defendant, Matthew Lingrell is suggested, and the plaintiffs have leave to file a supplemental petition and make the heirs and legal representatives of the said Matthew Lingrell, deceased, defendants herein,

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Maggie Lister

8025 Vs. Court Common Pleas, Union County, Ohio.

Calvin Lister Feb. 17th, 1902.

costs paid. This day this cause was settled and

8017 J. H. Shearer & Son.
Vs.
J. R. Hubbard.

Court Common Pleas, Union County, Ohio.
Feb. 17th, 1902.

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 Fifty-two and 26/100 Dollars, and Twelve and 07/100 Dollars, costs with interest at the rate of six per cent. per annum from the 16th day of June, 1897, and the same doth stand revived against the said J. R. Hubbard, and that the plaintiff recover against him his costs in and about this proceeding of revivor, incurred and expended taxed to $—.

8040 Dullington, Howard & Co.
Vs.
C. H. Cox and P. L. Cox.

Court Common Pleas, Union County, Ohio.
Feb. 17th, 1902.

This day came the plaintiff by Robinson & Woodburn, its Attorneys and filed this petition against said defendants, and thereupon J. I. 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 are indebted unto the plaintiff as they have in their petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiffs on said indebtedness, the sum of One Hundred and Thirty three & 38/100 Dollars, bearing interest at 8 per cent per annum, and that said Plaintiffs ought to recover of said defendants a judgment for that. It is therefore considered by the Court here that the said Dullington, Howard & Co, plaintiffs do recover of the said C. H. Cox and P. L. Cox, defendants, the sum of One Hundred and Thirty-three and 38/100 Dollars so confessed, as aforesaid, with interest from Feb. 15th, 1902, 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.

8007

F. O. Penny, Plaintiff in Error,
Vs. Court Common Pleas, Union County, Ohio.
The Village of Richwood, Defendant in Error. Feb. 17th, 1902,

This cause came on for hearing upon the petition in error, the Transcript, and the original papers and pleadings from the Mayor's Court of the defendant Village, and was argued by counsel; for consideration whereof, the Court find there is no error apparent on the record in said proceedings and judgment.

It is therefore considered by the Court that the judgment aforesaid, be, and the same hereby is, affirmed; and that the defendant in error recover from the plaintiff in error its costs herein expended, taxed at $— to all of which finding and judgment the plaintiff in error by his Attorneys, duly excepted at the time thereof.

1103

State of Ohio Indictment for Perjury.
Vs. Court Common Pleas, Union County, Ohio.
Roy Metz Feb. 17th, 1902.

This day on motion of James E. Robinson, Prosecuting Attorney, and it appearing to the Court that the public interest requires it William T. Hoopes, is hereby appointed to assist the Prosecuting Attorney in the trial of the accused.

1103

State of Ohio, Indictment for Perjury
Vs. Court Common Pleas, Union County, Ohio.
Roy Metz Feb. 17th, 1902

Now came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with his Counsel; also came the following named persons as jurors, towit:- Alex. Reed, H. D. Stricker, John Burns, Chas. Parrott, Sem. James, Wm. Fleck, C. D. Watts, Harvey Norris, M. Coolidge, Samuel Hensley, F. H. Jewell, and A. E. Mitchell, who were duly impaneled and sworn according to law, And the said Jury having heard the testimony in part, the Court adjourned the further Hearing of this cause until tomorrow, Tuesday, morning at 9 o'clock A. M.

7747

Joshua Richardson et. al.
Vs. Court Common Pleas, Union County, Ohio.
B. F. Tapson et. al. Feb. 17th, 1902,

This day this cause came on to be heard, upon the return of the Sheriff, and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same; and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, the said Commissioners have made and returned their appraisement of said premises in the sum of $— per acre; and the Court finding the said return and proceedings to be in all respects correct and in conformity to law, do therefor approve and confirm the same. And thereupon more than one of the parties having elected to take said premises separately at the appraisement; It is ordered that said premises be sold at public auction, and that an order issue therefor to the Sheriff of this County, and that said Sheriff is ordered to proceed to sell the same according to law, and return his proceedings herein, to this Court, without unnecessary delay.

8003

Mary A. Mullen, Guardian,

8003 Vs. Court Common Pleas, Union County, Ohio,

Theodore L. Mullen et. al, Feb. 17th, 1902,

Now comes the plaintiff by her Attorneys herein, and the case coming on to be heard upon the petition of plaintiff, the Court find that all of the defendants have had due and legal notice by summons and legal process of the pendency and demand of said petition, and that they are all in default for answer or demurrer to the same; and that the facts set up in said petition are taken as allegd therein, And the Court find that the said plaintiff Mary A. Mullen, is entitled to dower in the undivided one fifth interest of said Ella May Mullen, in said premises as allegd; and that subject to said dower interest the said Ella May Mullen, is seizd of and has a legal right to the undivided one fifth of said premises; the said Theodore L. Mullen is seizd and has a legal right to the undivided fifth part of said premises; the said Layfayette L. Mullen, is seizd and has a legal right to the undivided one fifth part of said premises; the said William N. Mullen to the undivided one fifth part, and the said Joseph S. Mullen to the undivided one fifth part of the same.

It is therefore ordered, adjudgd and decreed that the said Mary A. Mullen be endowed of the full equal one third of the said share of the said Ella May Mullen, and that partition of said estate be made as above set forth. And that an order of partition issue to the Sheriff of said County, of Union, commanding him that by the oaths of C.S. Chapman, George Brecher, and B.F. Carmean, three judicious and disinterested freeholders of the vicinity who are not of kin to either of the parties, and who are hereby appointed Commissioners for that purpose, he assign and set off such dower to the said Mary A. Mullen, according to law; and that by the like oaths of said Commissioners, he cause to be set off and divided to the said Ella May Mullen, subject to said dower, one fifth part of said premises, and to each of the other four defendants, a like one fifth part of said premises, to which each has been herein severally found entitled, And if said premises, in the opinion of said Commissioners, cannot be divided by metes and bounds without injury to the value thereof, that they appraise the same free from the dower interest, the said Mary A. Mullen if that court electing to take her said dower interest in money.

And it is further ordered that the Sheriff make due return of his proceedings herein without unnecessary delay.

8023 Christopher Grubbs et.al.
Vs.
Jacob Leonard

Court Common Pleas, Union County, Ohio.
Feb. 17th, 1902.

This cause came on to be heard on the pleading and evidence the defendant entering appearance by answer interposing no objection to the allowance of prayer of the petition, and upon due consideration thereof the Court finds that the allegations of the plaintiffs are true; that at the commencement of this action the said plaintiffs were in possession of real property described in the petition, and that they had the legal estate therein and was entitled to the possession thereof that the defendant has no estate in nor is he entitled to the possession of said real estate or any part thereof and that the plaintiffs ought to have their title and possession quieted as against the said defendant as prayed in their petition. The Court further find that said plaintiffs and those under whom they hold have had undisputed possession and control of said premises for more than twenty-one years last past.

It is therefore adjudged and decreed that the title and possession of said plaintiffs to the premises in the petition described be, and the same is hereby quieted as against the defendant, and all persons claiming under him, and is hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of said plaintiffs their heirs or assigns, thereto.

It is ordered that the plaintiffs pay costs in this suit for which judgment is rendered against him.

Certificate To Sheriff's Pay

Sheriff's Office, Union County, Ohio — Marysville, O. Feb. 22nd. 1902

To Hon. Duncan Dow, Judge:-

The Court charges for the January Term, A. D. 1902, Union County Common Pleas, are due for services rendered, and are as follows:-

To serving Grand Jury Venire	$4.50
" " Petit " "	$4.50
" " Special " "	$4.50
" " Grand Jury Witnesses	$9.50
" Making 95 copies, Grand Jury Witnesses	$9.50.
" 793 miles travel, Grand " "	$63.44
" calling 95 " " "	$4.75
" Joseph Lawrence 19 days as Bailiff	$38.00
" Allen Haines 19 days " "	$38.00
Total —	$176.69

I hereby certify the above bill to be correct.

S. F. Burnham, Sheriff.

To the Clerk of the 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.

7937

7483

The C.C.C.& St.L.R.R.Co.— Plaintiff

7937 Vs. Court Common Pleas, Union County, Ohio.

The Village of Milford Center-Defendant. Feb. 22nd, 1902.

This day came the parties by their Attorneys and submitted this cause to the Court upon the demurrer of the defendant to the amended petition, On consideration whereof, the Court being fully advised in the premises, sustains said demurrer, to which ruling of the Court in sustaining said demurrer the plaintiff excepts, And the plaintiff not desiring to further amend its petition, it is ordered and adjudged by the Court that the said petition be and the same is dismissed at the costs of the plaintiff, Excepted to by plaintiff.
It is therefore adjudged by the Court, that the defendant recover of the plaintiff its costs herein expended taxed to $—.
And thereupon the plaintiff gave notice of his intention to appeal this cause to the Circuit Court, and the Court fix the appeal bond at $100.00.
Motion for a new trial made and overruled, to all of which rulings and decisions the plaintiff then and there excepted.

The Incorporated Village of Marysville— Plaintiff.

7483 Vs. Court Common Pleas, Union County, Ohio.

The C. C. C. & St. L. R.R. Co — Defendant. Feb. 22nd, 1902.

This day came the parties by their Attorneys, and waived a jury and submitted this cause to the Court upon the pleadings and evidence, On consideration whereof, the Court being fully advised in the premises find in favor of 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 and Sixteen and 25/100 Dollars with interest from the 30th day of April, 1897, to the first day of this term of Court, and a further sum of One Hundred and Sixteen and 25/100 Dollars with interest from the 31st day of July, 1897, to the first day of this term of Court, and a further sum of One Hundred and Sixteen and 25/100 Dollars with interest from the 31st day of October, 1897, to the first day of this term of Court; making a total sum due the plaintiff from the defendant including interest to the first day of this term of Court, the sum of Four Hundred and Thirty-four and 61/100 Dollars, which is a lien upon the real estate, right of way, iron rails, side-track and depot grounds of the defendant within said County of Union, and being now occupied by the defendant,
It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant the sum of $434.61 with interest from the first day of this term of Court, and also its costs herein expended taxed to $—. And it is further considered, ordered and decreed by the Court that said lien be enforced, and if the defendant fail for ten days to pay said judgment, cost and interest, that an order of sale issue to the Sheriff of said County, Commanding him to appraise advertise and sell said right of way, iron rails, side tracks and depot grounds of the defendant within said County of Union, or so much thereof as may be necessary to satisfy said judgment, costs and interest, to all of which the defendant by its counsel excepts, The defendant filed his motion for a new trial, which is overruled, and defendant excepts, The defendant gave notice of appeal and the Court fixed the bond for appeal at $300.00.

Court adjourned to Tuesday, February, 18th, A.D. 1902.

Tuesday, February, 18th, 1902, Court convened at 9 o'clock, A. M.

1103 State of Ohio — Indictment for Perjury.
vs. — Court Common Pleas, Union County, Ohio.
Roy Metz — Feb. 18th, 1902,

This day came the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant with his counsel; and also came the Jury heretofore impaneled and sworn according to law, and the trial proceeded. And the Jury having heard all the testimony adduced in this case, and the argument of counsel in part, the Court adjourned the further hearing of this cause, until tomorrow, Wednesday, morning at 9, o'clock A. M.

Court adjourned to Wednesday, Feb. 19th, A.D, 1902.

1103

Wednesday, February, 19th, 1902, Court convened at 9 o'clock A. M.

1103 State of Ohio, — Indictment for Perjury.
vs. — Court Common Pleas, Union County, Ohio.
Roy Metz — Feb. 19th, 1902,

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with his counsel; and also came the Jury heretofore impaneled and sworn according to law, and the trial proceeded. And the Jury having heard all the testimony adduced in the case, and the argument of counsel and the charge of the Court retired to their room in charge of the Sheriff for deliberation.

8041

1101 State of Ohio — Indictment for Assault to Kill
vs. — Court Common Pleas, Union County, Ohio.
George Hancock — Feb. 19th, 1902,

Now came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with his counsel; also came the following named persons as jurors, to-wit:- Joseph Koff, Burt Bancroft, Walter Otte, Ray Morse, John Lee, Howard E. Bell, Frank Perritore, Wesley James, Ed. Mullet, Samuel Church, Madison Kimball, and T. J. Soodly, who were duly impaneled and sworn according to law. And the said Jury having heard the statements of counsel, the Court adjourned the further hearing of this cause until, tomorrow, Thursday, morning at 9 o'clock a.m.

7981

7114 Edwin H. Perkins, Admr.
vs. — Court Common Pleas, Union County, Ohio.
H. H. Merchant Admr. — Feb. 19th, 1902,

This day on motion of the plaintiff by counsel the Court grants leave to plaintiff to file an amended petition in 30 days, and cause continued

Court adjourned to Thursday, February, 20th, A.D, 1902.

Thursday, February, 20th, 1902, Court convened at 9 o'clock, A. M.

1101 State of Ohio — Indictment for Assault to kill.
Vs. — Court Common Pleas, Union County, Ohio.
Geo. W. Hancock — Feb. 20th, 1902,

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with his counsel; also came the Jury heretofore impaneled and sworn according to law, and the trial proceeded, And the Jury having heard the testimony adduced in this case in part, the Court adjourned the further hearing of this case until tomorrow, Friday, morning at 9 o'clock A. M.

1103 State of Ohio — Indictment for Perjury.
Vs. — Court Common Pleas, Union County, Ohio.
Ray Metz — Feb. 20th, 1902,

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with his counsel; and also came the Jury heretofore impaneled and sworn according to law, and retired to their room in charge of the Sheriff for further 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. And it is further ordered by the Court that the defendant enter into a new recognizance in the sum of $500. for his appearance on the first day of the next term of this Court.

8041 In the matter of the Estate of — Court Common Pleas, Union County, Ohio.
Samuel A. Cherry, deceased. — Feb. 20th, 1902,

This day came John M. Brodrick, Executor, of the Estate of Samuel A. Cherry, late of Union County, Ohio, deceased, and presented his first and final account in settlement of said estate duly verified, And it appearing that said John M. Brodrick, Executor as aforesaid, is the Probate Judge of this County, it is ordered that said account be filed in this Court pursuant to the Statutes, Whereupon the Court do order the same filed and advertised for hearing on Saturday, the 29th day of March, A. D. 1902, at one o'clock P. M. to which time said matter is continued.

D. H. Ayers, Guardian.
7981 Vs. — Court Common Pleas, Union County, Ohio,
Eliza Hibb et. al. — Feb. 20th, 1902,

This day on motion of the defendants by counsel the Court grants leave for defendants to plead within 30 days and cause continued.

8031 John R. Dunlap, on behalf of Xenia Presbytery of the United Presbyterian Church. 8021

Vs. Court Common Pleas, Union County, Ohio.

United Presbyterian Church of Unionville, O. Feb. 20th, 1902.

This day this cause came on for hearing upon the petition of plaintiff, and the Court being satisfied that the allegations of the petition are true, therefore orders that a sale be made of the premises defined in petition, viz:- A church building and the lots 53 and 54 on which it is located in Unionville, Ohio, known as the United Presbyterian Church of Unionville, and the Court further orders that the Presbytery of Xenia be allowed to sell the same, and after paying the costs of this action to hold the purchase money for the benefit of said Presbytery.

Court adjourned to Friday, February 21st. A.D. 1902. 1101

Friday, February 21st. A.D. 1902, Court convened at 9 o'clock, A. M.

1101 State of Ohio. Indictment for Assault to Kill.

Vs. Court Common Pleas, Union County, Ohio.

Geo. H. Hancock Feb. 21st. 1902,

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with his counsel; and also came the Jury heretofore impaneled and sworn in this case, and the trial proceeded, And the Jury having heard all the testimony adduced in this case, and the argument of counsel in part, the Court adjourned the further hearing of this case until, tomorrow, Saturday, morning at 9 o'clock A. M.

Court adjourned to Saturday, February 22nd. A. D. 1902,

Saturday, February 22nd. 1902, Court convened at 9 o'clock A. M.

1101 State of Ohio Indictment for Assault to Kill 7955

Vs. Court Common Pleas, Union County, Ohio.

Geo. H. Hancock, Feb. 22nd, 1902,

The defendant herein having been heretofore convicted of Assault and Battery, was this day brought into Court, in custody of the Sheriff, and informed by the Court of the Verdict of the Jury, and inquired of if he had anything to say why judgment should not be pronounced against him; and having nothing only what he hath already said; It is therefore adjudged by the Court, that the said defendant, Geo. H. Hancock, pay a fine of Two Hundred Dollars, and the costs of this prosecution; and execution is awarded. 7971
It is further adjudged by the Court that the said defendant, Geo. H. Hancock, be committed to the Workhouse at Columbus, Ohio, for the period of five months, and that he stand committed to said Workhouse until the amount of said fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

The Cleveland Stone Co.

8021 Vs. Court Common Pleas, Union County, Ohio.

H. L. Clark Feb. 22nd, 1902,

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 One Hundred and Sixty-two and 50/100 Dollars ($162,50).

It is therefore considered by the Court that the said plaintiff, The Cleveland Stone Co, recover from the defendant, H. L. Clark, the said sum of $162,50 and his costs herein expended taxed to $—. for which execution is allowed to issue.

State of Ohio. Inductment for Assault to Kill.

1101 Vs. Court Common Pleas, Union County, Ohio.

Geo. H. Hancock Feb. 22nd, 1902,

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with his Counsel; and also came the Jury heretofore impaneled and sworn in this case, and the trial proceeded, And the Jury having heard all the testimony adduced in this case, and the argument of counsel, and the charge of the Court; retired to their room in charge of the Sheriff for deliberation.

And afterwards came the Jury conducted into Court by the Sheriff and returned the following verdict in writing, signed by their Foreman, to-wit:- "We, the Jury in this case, being duly impaneled, sworn and affirmed to well and truly try, and true deliverance make between the State of Ohio, and the prisoner at the bar, Geo. H. Hancock, do find that the prisoner at the bar guilty of assault and battery as charged in said Inductment. Samuel L. Church, Foreman.

Iola Tallman.

7955 Vs. Court Common Pleas, Union County, Ohio.

S. S. McCrek et. al. Feb. 22nd, 1902,

It appearing to the Court that the real estate involved in this case has been twice advertised and offered for sale on order of sale, under the present appraisement, and still remains unsold for want of bidders, now on motion of plaintiff by counsel the said appraisement is hereby set aside, and it is ordered that a new one be made, and an alias order of sale issue for that purpose.

Uriah Cahill

7971 Vs. Court Common Pleas. Union County, Ohio.

T. H. Biddle Feb 22nd 1902,

Now comes Asbury Cheney, by his Attorney, J. F. Millar, and suggest to the Court the death of T. H. Biddle, the defendant herein, and that he is the duly appointed and qualified Administrator of the said T. H. Biddle, and moves the Court for leave to become a party to this action, and to continue the same, And the Court finding the suggestion to be true, grants said motion; and the said Asbury Cheney, Administrator, is accordingly made party defendant in this action, and cause continued.

8003 Mary A. Mullen, Guardian,
vs.
Theodore S. Mullen et. al.

Court Common Pleas, Union County, Ohio.
Feb. 22nd. 1902,

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same; and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, said Commissioners have made and returned their appraisement of said premises, and the Court finding that the said Mary A. Mullen, elects to take her said dower interest in said premises in money, the Court orders the premises sold free from said dower interest of said Mary A. Mullen, And the Court find that said return and proceedings have been in all respects correct and in conformity to law, and do approve and confirm the same.

And thereupon the said Theodore S. Mullen, Safayette G. Mullen, William Mullen, and Joseph Mullen, electing to take said estate at the valuation of said Commissioners, towit:- the sum of $390.00, and the said Theodore S. Mullen having paid to the said Mary A. Mullen as Guardian, her respective proportion of the appraised value thereof, the said estate is hereby adjudged to the said Theodore Mullen, the two fifths part thereof; and to Safayette Mullen, William Mullen, and Joseph Mullen, each, the equal one fifth part thereof; and the Sheriff is ordered by the Court to execute a deed in fee simple for the same to the said Theodore S. Mullen, Safayette Mullen, William Mullen, and Joseph Mullen, according to the Statute in such case made and provided, And it is further ordered by the Court that the costs and expenses of this suit taxed at $—, and also an Attorney fee of $25.00 allotted and to be paid to Porter & Porter, Attorneys for Plaintiff, be paid within five days, by the parties in the following proportions, towit:- the said Theodore S. Mullen, the one fifth, Safayette Mullen, the one fifth, William Mullen, the one fifth, Joseph Mullen, the one fifth, and Mary A. Mullen, Guardian, the one fifth of said costs, together with the December tax and penalty for 1901. And in default thereof that execution issue therefor.

8037

7971

7971

Bill For Jury

1103 State of Ohio,
vs.
Roy Metz

Indictment for Perjury,
Court Common Pleas, Union County, Ohio.
Feb. 22nd. 1902,

This day the defendant came and with J. D. Guthery, and I. P. Guthery, his sureties entered into recognizance before the Court in the sum of $500.00 conditioned for his appearance at the next term of this Court to answer said charge,

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1101 State of Ohio
vs.
Geo. W. Hancock

Indictment for Assault to kill,
Court Common Pleas, Union County, Ohio.
Feb. 22nd. 1902,

This day it is ordered by the Court that W. W. Hooper, heretofore appointed by the Court to assist the Prosecuting Attorney in this case, be allowed, subject to the approval of the County Commissioners, the sum of $200.00 for his services herein,

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Robinson and Company,

8027 Vs. Court Common Pleas, Union County, Ohio.

Abr Brown Feb. 22nd, 1902,

This day on motion of defendant by counsel, the Court grants leave to defendant to answer by March, 1st. 1902, and cause continued.

Uriah Cahill

7971 Vs. Court Common Pleas, Union County, Ohio.

D. H. Biddle Feb. 22nd, 1902,

This day the death of James Cahill, one of the plaintiffs herein, was suggested to the Court, whereupon the Court grants leave to make the Administrator of said James Cahill, deceased, party plaintiff herein, and cause continued,

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Uriah Cahill,

7971 Vs. Court Common Pleas, Union County, Ohio.

D. H. Biddle Feb. 22nd, 1902,

Now comes Asbury Cheney, by his Attorney, J. F. Millar, and suggests the death of D. H. Biddle, the defendant herein, and represents that he is the duly appointed and qualified Administrator of the said D. H. Biddle, and moves the Court for leave to become a party to this action, and to continue the same; and the Court finding the suggestion to be true, grants said motion, and said Asbury Cheney, as such Administrator, is accordingly made a party defendant in this action, and said action continued.

Sheriff Burnham —— To J. E. Shetterly Dr.

Bill	2/19	12 D at C. H.	$4.80	
For	2/19	One D	.25	
Jury	2/19	13 Suppers	$3.25	O. K. S. F. Burnham,
	2/20	12 Breakfasts	$3.00	Sheriff.
	2/20	13 D	$3.25	Approved
	2/22	13 Dinners C.H.	$5.20	D. Dow,
			$19.75	Judge.

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

The present term of this Court was begun on the 6th day of January, A. D. 1902, and continued from day to day and from time to time by regular adjournments, until this 22nd day of February, A. D. 1902, and is now adjourned Sine die,

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Attest:

Chas Rutherwood,
Clerk.

In Vacation

8042 Susan Miller et al.
Vs.
James Reed et al.

Court Common Pleas, Union County, Ohio,
Mar, 3rd, 1903,

This day came Susan Miller, Lovinia Myers and Elizabeth Peacock, plaintiffs in the above case, and dismiss their action at their costs,

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March, Term, 1902.

State of Ohio, Union County ss.

This 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 March Term, A.D. 1902, held at the Court House in the Village of Marysville, County and State aforesaid, was begun on March, 17th, A.D. 1902, Present- Hon. Duncan Dow, Judge.
Simeon F. Burnham, Sheriff.
Attest:- Chas E. Pathorwood, Clerk.

The Venire Facias for a Grand Jury, heretofore issued and returnable, this 17th day of March, A.D. 1902, at 9 o'clock A.M. was duly returned by the Sheriff with his endorsement thereon as follows, to-wit:-

The State of Ohio, Union County, ss.

On the 17th day of Feb. 1902, 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,

No.	Names	When Served	How Served.	No. of miles,
1	Adam Phillips	Mch. 1st.	Mail	12.
2.	Chas. King	Feb. 27th,	"	38,
3.	H. F. Jackson	" 20th	"	12,
4.	Adam Hoover	Not found		
5	Bert Perfect	Mch 3rd.	Residence	0.
6.	Wm. H. Goff	Feb. 19th	Mail	16.
7.	Don Hitter	" 20th	"	16,
8.	Howard McAdow	" 20th	"	14.
9.	I. C. Conrad	Mch 3rd,	Residence	9.
10.	I. B. Hulsh	Feb. 20th	Mail	16.
11.	Elbert Bonnett	" 20th	"	16,
12	Joel Hill	" 20th	"	
13	Fred Lusky	" 24th	"	20.
14	A. B. Greed	" 19th	"	14.
15.	Frank Blair	" 17th	"	24.

S. F. Burnham, Sheriff.

And upon calling the same in open Court all of the above named persons appeared in answer thereto except Adam Hoover, not found, Bert Perfect, excused, and Joel Hill, excused. And the Court thereupon ordered the Sheriff to complete the panel, which was done.

The following named persons compose the Grand Jury:-

No. 1 Adam Phillipps.
" 2, Chas. King.
" 3. H. F. Jackson.
" 4. Wm. H. Goff.
" 5. Don Hitter.
" 6. Howard McAdow
" 7 I. C. Conrad.
" 8 I. B. Hulsh.
" 9 Elbert Bonnett.
" 10, Fred Lusky.
" 11 A. B. Green.

No. 12. Frank Blair.
" 13 Adam Hoover.
" 14 S. Belt.
" 15 A. H. Draw.

And the panel being complete, the Court appointed Frank Blair, foreman, and he with his fellow Jurors, took the oath in manner and form prescribed by law, and the said Jury being instructed by the Court in relation to their duties were conducted to their room, attended by the Sheriff.

The State of Ohio. Court of Common Pleas. Union County, Ohio. 8014.
1122. Vs. Indictment for subornation of perjury
Robert Young March 17th. 1902.

This 17th day of March 1902 again came the prosecuting attorney on behalf of the State of Ohio: also appeared in open Court, in his own proper person and accompanied by his counsel, the defendant Robert Young. Thereupon the Court assigns the trial of said cause, for March 31st inst." and the defendant by his attorneys gave notice of his intention to file a motion for a continuance, and the Court fixed the 27th of March inst. for the hearing of said motion, provided the same be filed.

Frances R. Powers, et, al,
8026 Vs. Court Common Pleas, Union County, Ohio.
Jacob Shryer et, al. Mar 17th, 1902.

This day on motion of plaintiff this cause was continued.

O. M. Scott + Bro
8038 Vs. Court Common Pleas, Union County. Ohio.
P. Myers et, al. Mar. 17th, 1902.

This day this cause was settled by the parties and all costs paid.

H. R. White Agt.
8029. Vs. Court Common Pleas, Union County. Ohio.
David E. Miller. Mar. 17th, 1902.

This day on motion of the plaintiff leave was granted by the Court to file petition by Saturday, Mar. 22nd. 1902.

Patrick C. Hea Court Common Pleas. Union County, Ohio.
7962. Vs. Mar. 17th, 1902.
The National Masonic Provident Association.

This day on motion of the plaintiff leave was granted the plaintiff to file petition and the same was filed.

8035

8035

The Johnson County Savings Bank. Pltff.
Vs.
O. T Asbury. Heft.

Court Common Pleas, Union County, Ohio.
Mar, 17th, 1902.

Now comes the plaintiff by its attorney's and the defendant being in default for answer and demurrer, the Court find that the defendant, O. T. Asbury is indebted to the plaintiff, The Johnson County Savings Bank. (of Iowa City, Iowa) in the sum of One hundred and twenty dollars ($120, 00) with interest on $30,00 from October 5th 1900; interest on $30,00 from February 5th, 1901; and interest on $30,00 from April 5th, 1901.
It is therfore considered by the Court that the said plaintiff recover from the said defendant the sum of $120, 00 with interest as shown above, and its costs herein expended taxed at $.

8014.

George W. Stevens
Vs.
J. H. Morse.

Court Common Pleas, Union County, Ohio.
Mar 17th, 1902.

On Motion of the plaintiff, and on his proceedings the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in Conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed.
And it is further ordered that the said Sheriff convey to the purchaser Minnie Murry, by deed, according to law the property so sold.
It is further ordered that the Clerk cause a Credit to be placed on the Mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County, Ohio, for the amount left after deducting costs which is the sum of Forty five and 63/100 dollars, and taxes $3,22
and the Court coming now to distribute the proceeds of said sale, amounting to six hundred and sixteen dollars, it is ordered that the Sheriff out of the money in his hands, Pay:
First, the costs of this action taxed at Forty five + 63/100 Dollars, and taxes at Three and 22/100 Dollars. Second, To the plaintiff George W. Stevens, the balance of the said money remaining in his hands, to-wit:- The sum of Five hundred and sixty nine + 15/100 dollars ($569,15) to be applied as a Credit upon his Judgment against the said defendant, And there is still remaining due to the said George W. Stevens the sum of $1.25, ——— dollars, it is considered that he recover the same from the defendant J. H. Morse; and execution is awarded therefor.

R. E. Thornton. Atty Plaintiff.

The Incorporated Village of Marysville, Ohio.

8028 Vs. Court Common Pleas, Union County, Ohio.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Co. March, 17th, 1902.

This day this cause came on to be heard upon the motion of defendant for leave to file a motion to strike from the plaintiffs petition certain matter therein stated, described and designated in said motion; and also the motion of plaintiff to have said motion of defendant stricken from the files; and the Court being advised in the premises, do sustain said motion of defendant, and further sustains the motion of defendant on its merits, and order said matter stricken from said petition; and overrules the motion of plaintiff to order defendants motion stricken from the files, to which ruling plaintiff excepts,

And further the Court granted leave to defendant to file a general demurrer to plaintiffs petition, instanter, which demurrer the defendant filed and the Court overruled the same, to which ruling of the Court on said demurrer the defendant excepts, and thereupon the defendant asked and obtained leave to file an answer to plaintiff's petition by tomorrow morning, March, 18th, 1902.

Elbina Palmer

7967 Vs. Court Common Pleas, Union County, Ohio.

Ward Palmer March, 17th, 1902.

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 upon the evidence, and in default for answer and demurrer to said petition find the allegations thereof are confessed by the defendant to be true, The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and willful absence for 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 Elbina Palmer and Ward Palmer, be and the same hereby is, dissolved, and both parties are released from the obligations of the same, and the plaintiff restored to her maiden name of Elbina Shememan, and that the defendant pay the costs of this proceeding, or execution issue therefor.

Appointment of Bailiffs

8024

Court Common Pleas, Union County, Ohio.
March Term, 1902,

Appointment of Bailiffs

It is ordered by the Court of Common Pleas, in and for Union County, Ohio, that Joseph H. Sawmiller, and Allen Haines Sr, and they are hereby appointed Court Bailiffs to serve during the present term of this Court, or until the Court shall otherwise direct, and as such Bailiffs they shall preserve order in the Court Room, open and adjourn Court, impanel Juries, except in Capital cases, and discharge such other duties as the Court may from time to time direct, Thereupon in open Court came the said Joseph H. Sawmiller and Allen Haines and accepted said appointment, and took the oath of office to faithfully and impartially perform the duties of said appointment,

D. Dow, Judge of Court of Common Pleas.

8024 John A. Coleman, Executor &c.
Vs.
Martin Coleman et. al.

Court Common Pleas, Union County, Ohio,
March, 17th, 1902,

And now this cause came on to be heard on the petition of plaintiff, asking for the direction and judgment of the Court concerning certain parts of the will of George Coleman, of which said plaintiff is the Executor, and upon certain questions presented in said petition:- all the defendants being in default for pleading, And thereupon the Court after careful consideration, find and adjudge the true intention and construction of said will to be as follows, towit:-
That the gift of the legacy, and the time of payment of the same was contingent, depending on the majority of the youngest child, That the legacy of said Elizabeth Coleman Dawne, therefore remained contingent during the minority of Lewis Coleman, the youngest child, and that by reason of the death of said Elizabeth, before the said youngest child became of age, the legacy so bequeathed to her in said will, lapsed and became a part of the residuary estate of the said George Coleman, deceased.
It is therefore considered by the Court that John M. Dawne is entitled to no part of the fund, provided for in the sixth item of said will, as the heir at law of his late wife, the testator's daughter, who died before Lewis Coleman, his youngest child became of age, and that said bequest to said Elizabeth Coleman of $7500.00 lapses back into the estate of testator, to be equally distributed among all the said heirs of testator, And the Executor will be instructed accordingly, And it is further ordered and adjudged by the Court that the cost and expenses of this action, taxed at $- and also an Attorney fee of $200,00 allowed and to be paid to Robert McCrory, Attorney for said plaintiff, be paid by the Executor within thirty days, out of the funds of said estate, and in default thereof, that execution issue therefor.

Court Adjourned to Tuesday, March, 18th, 1902,

Tuesday, March, 18th, 1902, Court convened pursuant to adjournment at 9. a. m.
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 March Term, 1902. 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 in all such matters as have ligitimately come to our notice, having examined over forty-nine witnesses, covering seven cases, and presented five bills, and ignored two cases considered by us. The business has been transacted in as expeditious a manner as possible. During our session we visited the County Jail, examined its state and condition, and inquired into the discipline and treatment of the prisoners, and their habits diet and accommodations. We find, and respectfully report to the Court, that the rules prescribed by the Judge have been faithfully kept and observed, and we do find that no provision of law for the regulation of County Jails have ben violated.

Respectfully submitted.

March 18, 1902. Frank Blair Foreman.

7927.

Edwin H. Perkins, Admr.

7914. Vs. Court Common Pleas. Union County. Ohio.

W. W. Merchant Admr. Mar 18th, 1902.

This day on motion of the plaintiff leave was granted by the Court to file an amended petition herein in 30 days and cause continued.

Bridget E. Slattery.

7964. Vs. Court Common Pleas. Union County. Ohio. 1117.

James E. Slattery. et. al. Mar. 18th. 1902.

This day this cause was continued by the Court for servies.

John E. Wilgus

7951. Vs. Court Common Pleas, Union County Ohio.

Allen Haines et. al. Mar 18th, 1902.

This day on motion the Court grants leave to defendant to answer in 30 days and cause is continued.

1117.

Court adjourned to Thursday, Mar. 20th, 1902.

Thursday, Mar, 20th, 1902, Court convened pursuant to adjournment at 9. A. M.
Present Hon. Dameau Dow, Judge,

Emory F. Sawyer.
7927. Vs. Court Common Pleas, Union County, Ohio.
Emanuel L. Price Mar 20th, 1902.

This day came the parties to this action and settled this case as follows, by agreement the plaintiff is to pay all costs in this case made and the same is paid and the defendant is to transfer to plaintiff all his memorandums, books and resisters of insurance expirations and said plaintiff is to have a perpetual injunction restraining said defendant from again engageing in the fire and and cyclone insurance busines in any capacity whatsoever within the County of Union, in the State of Ohio, so long as the plaintiff is engaged in said insurance business in said County in any capacity whatsoever either in his own behalf or as a member of a firm or as the employee of any other or firm, and the Court approving said settlement it is adjudged and decreed by the Court that the defendant, Emanuel L. Price, be and he hereby is perpetually enjoined from entering or being engaged in the fire and cyclone insurance business or either in any capacity whatsoever within the County of Union, in the State of Ohio, so long as the plaintiff, Emory F. Sawyer, is engaged in said insurance business in said county in any capacity whatsoever either in his own behalf or as a member of a firm or as the employee of any other person or firm.
The record to consist of petition in this case + this entry + no further record.

State of Ohio. Court Common Pleas, Union County, Ohio.
1117. Vs Indictment for Assault and Battery.
John J. Parrish Mar 20th, 1902.

Now comes the prosecuting Attorney on behalf of the State of Ohio, and also came the defendant with his counsel, and being arraigned upon said Indictment for plea thereto saith he is guilty. And thereupon the Court continued this cause until March, 27th, 1902. for sentence.

State of Ohio. Court Common Pleas, Union County, Ohio.
1117. Vs. Indictment for Assault and Battery.
John J. Parrish Mar 20th, 1902,

This day came Preston Jolley, and Joseph Harper, sureties for the defendant herein, and delivered up the body of the said defendant in open Court, and asked to be discharged from further responsibility on his recognizance. And thereupon the Court ordered that the said sureties be discharged from their said obligation and order the said John J. Parrish into the custody of the Sheriff.

State of Ohio. Court Common Pleas, Union County. Ohio.
1119. Vs. Indictment for carring concealed weapons. 1119.
John J. Parrish Mar. 20th, 1902.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with his Counsel, and being arraigned upon said Indictment for plea thereto saith he is guilty. And thereupon the Court continued this cause until Mar, 27th, 1902. for sentence.

State of Ohio. Court Common Pleas, Union County Ohio.
1116. Vs. Indictment for Assault and Battery.
Simon Berry Mar, 20th, 1902. 1119

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and also came the defendant with his counsel, and being arraigned upon said Indictment for plea thereto saith he is guilty. And being inquired of if he had anything to say why Judgment should not pronounced against him: and having nothing but what he hath already said: It is therefore adjudged by the Court That the said defendant, Simon Berry pay a fine of $15. 00 and the costs of this prosecution, and that he stand committed to the Jail of Union County until the amount of said fine and costs are paid or secured to be paid or he be otherwise legally discharged. 1121

State of Ohio Court Common Pleas. Union County. Ohio.
1123. Vs. Indictment for cutting to wound.
Charles Mattis March, 20th, 1902.

This day it is ordered by the Court that the defendant enter into recognizance in the sum of $500. 00 for his appearance from day to day during the present term of this Court. to answer the charge against him; and in default thereof. that he be committed to the Jail of this County. 8013.

State of Ohio. Court Common Pleas, Union County. Ohio.
1119. Vs. Indictment for carrying concealed weapons.
John J. Parrish. Mar. 20th. 1902.

This day came Preston Jolly and Joseph Harper, sureties for the defendant herein, and delivered up the body of the said defendant in open Court, and asked to be discharged from further responsibility on his recognizance. And thereupon the Court ordered that the said sureties be discharged from their said obligation and ordered that said John J. Parrish into the custody of the Sheriff.

State of Ohio. Court Common Pleas, Union County, Ohio.
1123. Vs. Indictment for cutting to wound.
Charles Mattei Mar. 20th. 1902.

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty. and puts himself upon the County and the Prosecuting attorney doth the like.

State of Ohio. Court Common Pleas. Union County. Ohio.
1119. Vs
Indictment for carring concealed weapons.
John J. Parrish
Mar. 20th. 1902.

This day it is ordered by the Court that the defendant enter into a new recognizance in the amount of ($ 300, 00) Three Hundred Dollars, for the his appearance on Thursday March, 27th. 1902. and from day to day during the present term of this Court. to answer the charge against him: and in default thereof, that he be committed to the Jail of this County.

State of Ohio. Court Common Pleas. Union County. Ohio.
1119 Vs.
Indictment for carring concealed weapons.
John J. Parrish
Mar, 20th, 1902.

This day came Preston Jolly and Joseph Harper, sureities for the defendant herein, and delivered up the body of the said defendant in open Court, and asked to be discharged from further responsibility on his recognizance. And thereupon the Court ordered that the said sureties be discharged and their said olligation and ordered the said John J. Parrish into the custody of the Sheriff.

State of Ohio. Court Common Pleas, Union County, Ohio.
1121 Vs.
Indictment for Assault and Battery.
Whitingham Mayho
Mar, 20th, 1902.

Now Comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said Indictment for plea thereto saith he is not guilty, and puts himself upon the County and the Prosecuting attorney doth the like.

Lafayette Thompson, et al. Court Common Pleas, Union County, Ohio
8013. Vs.
Mar 20th, 1902.
The Mill Creek Church of Christ et al.

This day came this cause on to be heard upon the demurrer of the Mill Creek Church of Christ. Incorporated society. to the petition of the plaintiff's and was argued by counsel and submitted to the Court: On consideration whereof the Court being fully advised in the premises overrule said demurrer. to which ruling of the Court the said The Millcreek Church of Christ. Incorporated Society by its counsel excepts.

Thereupon neither party desiring to plead further the Court finds upon the petition for the plaintiffs and that the plaintiffs are entitled to the relief by them demanded. It is therefore considered, adjudged, and decreed by the Court that A. H. Dean. W. S. Argo. and George Holloway. trustees of the fund named in the petition pay the same over to the plaintiffs within ten days from the date of this decree and that in default of such payment that execution be allowed to issue therefor as upon judgments at law. And it is further adjudged and decreed that the costs of this action be paid by the plaintiffs out of the said fund.

Emma Lee -
6544 Vs. Court Common Pleas, Union County, Ohio.
Alfred E. Lee March, 20th, 1902.

Notice of filing the second account of Edward E. Cole, as Trustee of the Alimony decreed plaintiff in this case heretofore filed for final settlement, having been duly given by publication in the Marysville Tribune, a newspaper of this County, and this being the day named therein for hearing of said report, the same came on to be heard and no exceptions thereto being filed the Court carfully examined the same, and finding it in all things true and correct, it is ordered that the same be, and it is hereby approved confirmed and settled. The Court further find that there remains in the hands of said Trustee, of the Alimony decreed to said Emma I. Lee, herein the sum of ($1390.18) Thirteen Hundred and Ninety and 18/100 Dollars, and thereupon the said Edward E. Cole, having tendered his resignation as such Trustee, said resignation is by the Court hereby accepted. And it appearing to the Court that the best interests of said Emma I. Lee require that her said funds and business continue to be take care of and managed by a Trustee for her, It is ordered that Mary K. Potter of Delaware, Ohio, with whom she now lives be and she hereby is appointed as Trustee for said Emma I. Lee to succeed said Edward E. Cole, and receive from him the said balance of alimony aforesaid remaining in his hands, for the use and benefit of said Emma I. Lee, and to invest said money in such productive form as she may deem best and safe for said Emma I. Lee, paying over to her such profits as she may realize from such investments from time to time, each year as her necessities may require, and if need be a portion of the principal. 1123. 7971. 7957.

Before entering upon the duties of said Trust the said Mary K. Potter shall execute a bond in the sum of ($2000.) Two Thousand Dollars with sureties to be approved by the Clerk of this Court for the faithful discharge of said duties. Said bond to be filed with said Clerk. It is further ordered that the said Mary K. Potter, transfer and assign to said Edward E. Cole, the Jewell mortgage referred to in said Coles report, as uncollected but taken over by him and accounted for as money in his hands in said report, and upon the execution of said bond and transfer of mortgage, it is ordered that said Edward E. Cole, pay over to said Mary K. Potter as Trustee aforesaid the said sum of $1390.18 remaining in his hands less the costs of this proceeding taxed to $— including an Attorney fee of $25.00 to J.B. Cole Esq. and upon compliance with this order he is hereby discharged from the duties and responsibilities of said office, and his bond as such Trustee vacated, and said payment to said new Trustee shall be regarded as a payment to said Emma I. Lee.

Emma I. Lee
6544 Vs. Court Common Pleas, Union County, Ohio.
Alfred E. Lee March, 20th, 1902.

And now comes Mary K. Potter, heretofore appointed Trustee in this case, and presented her undertaking in the sum of Two Thousand Dollars, with The United States Fidelity and Guaranty Company as surety on said bond, which said bond is hereby accepted by the Court.

Court adjourned to March, 24th, 1902.

Monday, March, 24th, 1902, Court convened at 9 o'clock A. M.
Present, Hon. Duncan Dow.
Attest :- Chas C Richardwood, Clerk

1123. State of Ohio Vs. Charles Mattix — Court Common Pleas, Union County, Ohio. Indictment for cutting with intent to wound. March 24th. 1902.

And now the defendant being brought into Court in charge of the Sheriff, and it appearing that he is in indigent circumstances, and unable to employ counsel, the Court at his request, appoints H. W. Ayers as counsel for his defense.

7971. Uriah Cahill Vs. T. H. Biddle — Court Common Pleas, Union County, Ohio. March 24th, 1902.

This day the death of James Cahill was suggested to the Court: and on motion of Plaintiff by his Attorney, Uriah Cahill Administrator of James Cahill was substituted as party plaintiff.

7957. Charles H. Tway Vs. The American Express Company. — Court Common Pleas, Union County, Ohio. Mar, 25th, 1902.

This day came the parties and waived a jury and submitted this cause to the Court upon the pleadings and evidence.

On consideration whereof the Court find that this action was commenced before A. H. Kollgroth a justice of the peace in and for said County, on the 29th day of May 1901, and that on the 12th, day of June 1901, while said action was pending before said justice of the peace and before trial thereof, the defendant filed with said justice of the peace his offer in writing to allow judgment to be taken against it in favor of the plaintiff for the sum of Thirty one Dollars and costs of suit. That said offer was more than due the plaintiff at that time but it was then rejected by the plaintiff. Thereupon on this day the plaintiff with the consent of the defendant accepted said offer in open Court.

Whereupon it is ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of Thirty One Dollars, and that he be allowed interest thereon from the 12th day of June 1901, making the sum principal and interest for which the plaintiff is adjudged to recover from the defendant Thirty Two Dollars and Forty Seven Cents. And the said amount being no more than the defendant heretofore offered to allow Judgment to be entered for, with interest, it is considered that said plaintiff recover of said defendant his costs herein prior to the time of said offer. including the costs made June 12th, 1901, And it is ordered and adjudged that said plaintiff pay all costs made herein since said offer, to wit since June 12th, 1901. for which Judgment is rendered against him. Judgment is rendered against the defendant for its own costs prior to said offer.

Court adjourned to Tuesday, March, 25th, 1902.

8052. Daisy L. Parrish Vs. John J. Parrish — Court Common Pleas. Union County Ohio. March, 25th 1902.

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 as prayed for in the petition, until the further order of this Court.

8000. Cyrus Moore. Vs. Fleetwood Courtright — Court Common Pleas, Union County, Ohio. March, 25th, 1902.

This day this cause came on for trial, and on showing of the plaintiff was continued at his costs.

State of Ohio. Vs. Whitinham Mayho. — Court Common Pleas, Union County Ohio. Indictment for Assault and Battery. March, 25th, 1902.

Now came the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff: also came the following named persons as Jurors, towit:- Henry Knotts Jr, J.C. Collier, A. Perry, A.W. Turner, George Orahood, Chas. Kerns, H.C. Andrews, John Auer, Hester Berry, Harry J. Stevens, John Harris, George Bishop, who were duly impaneled and sworn according to law. And the said Jury having heard the testimony adduced by the parties, the argument of counsel, and the charge of the Court retired to their room in charge of the Sheriff for deliberation. And afterwards came the Jury, conducted into Court by their Sheriff and returned the following verdict in writing, signed by their foreman, towit:- We the Jury in this case being duly impaneled, sworn and affirmed to well and truly try and true deliverance make between the State of Ohio, and the prisoner at the bar, Whitingham Mayho, do find that the prisoner at the bar is guilty of assault and Battery as he stands charged in the Indictment. A.W. Turner, Foreman.

7699 Marshall Markey and Fred E. Guthery, Admrs. Vs. Ellen B. Berry. — Court Common Pleas, Union County, Ohio. March 25th, 1902.

This day this cause having been assigned for trial, and the burden of proof being upon the plaintiffs, who failed to appear in person or by Attorney, and no good cause being given for a continuance, this cause is dismissed for want of proof and for want of prosecution, at plaintiffs costs.
It is therefore considered by the Court that the defendant recover of plaintiffs, the costs in this behalf expended taxed to $—.
It is further ordered by the Court that in default of payment of the costs in this case that execution issue therefor.

Court adjourned to Wednesday, March, 26th, A. D. 1902.

Special Venire.

Report of Special Grand Jury.

Wednesday, March, 26th, 1902, Court convened at 9 o'clock, A.M.

Present Hon. Duncan Dow, Judge,
Attest: Chas. C. Rathorwood, Clerk,

Special Venire.

The Venire for a Special Grand Jury, heretofore issued, and returnable this day at 10 o'clock A.M. was duly returned by the Sheriff, with his endorsement thereon as follows, towit:- The State of Ohio, Union County ss.

On the 25th day of March, 1902, 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. S.T. Burnham, Sheriff.

No.	Names.	When Served,	How Served.	No. of miles.
1	A. J. Hare	March, 25th,	Personally	0,
2.	J.H. Ryan	" "	Residence	0,
3.	E.F. Sawyer	" "	Personally	0,
4.	Newt. E. Liggett	" "	"	0,
5.	John F. Gwerner	" "	"	0,
6.	John C. Guthrie	" "	"	0,
7.	Clair Ingman	" "	"	0,
8.	R. M. Henderson	" "	"	0,
9.	J. H. Monroe	" "	"	0,
10	Alex. Howland	" "	"	0.
11.	J. J. Scott	" "	"	0,
12.	Theodore Mullen	" "	"	0,
13.	Solomon Butz	" "	Residence	0,
14.	J. S. Sellers	" "	Personally	0,
15	Rolla Howard	" "	"	0.

And upon calling the same in open Court, all of the above named persons appeared in answer thereto, and the panel being full, the Court appointed Albert J. Hare, Foreman of the Special Grand Jury, and he, with his fellow Jurors took the oaths in manner and form as prescribed by law; and the said Jury being instructed by the Court in relation to their duties were conducted to their room attended by the Sheriff.

Report of Special Grand Jury.

Court Common Pleas, Union County, Ohio,
March Term, 1902,

This day appeared at the bar of this Court the Special Grand Jury heretofore impaneled and sworn in, and for the body of this Union County namely:- A. J. Hare, J. H. Ryan, E. F. Sawyer, Newt E. Liggett, John F. Gwerner, John C. Guthrie, Clair Ingman, R. M. Henderson, J. H. Monroe, Alex. Howland, J. J. Scott, Theodore Mullen, Solomon Butz, J. S. Sellers, and Rolla Howard, and presented their certain bill of Indictment indorsed by Albert J. Hare, Foreman of the Special Grand Jury "A True Bill", and against the following named person for the following specified offense viz:- Robert Fogle, alias Henry Vaughn for Burglary and Larceny, and their report in writing to the Court in words and figures following, towit:-

Report of Special Grand Jury.

To the Honorable Duncan Dow, Judge of the Court of Common Pleas, Union County, Ohio,
The Special Grand Jury of the Court of Common Pleas of said County, of

the March Term, 1902, beg leave to report that they have been in session one day, and herewith return to the Court Indictments presented by said Jury:-
We have carefully examined in all such matters as have legitimately come to our notice, having examined seven witnesses, covering one case, and presented one bill, and ignored no cases considered by us. The business has been transacted in as expeditious a manner as possible.

Respectfully submitted,
Albert J. Hare, Foreman.

And there being no further business for said Grand Jury, they were discharged finally.

7998. John H Lingrel, et, als, Court Common Pleas, Union County Ohio.
Vs. Mar 26th 1902.
Lilly Lingrel et, als

It appearing to the Court that the defendant Chrystal Lingrel, is a minor under the age of fourteen years, and has been duly served with summons herein, on motion of the plaintiff's J. H. Kinkade is hereby appointed guardian for the suit for said minor, and appears and accepts such appointment, and files his answer herein on behalf of said ward. 1119.

1124. State of Ohio. Court Common Pleas. Union County. Ohio.
Vs. Indictment for Burglary and Larceny.
Robert Fogle, alias Henry Vaugh. Mar, 26th 1902.

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 the plea thereto saith he is guilty: and being inquired of if he had any to say why judgment should not be pronounced against him: and having nothing but what he hath already said: It is therefore adjudged by the Court that the said defendant, Robert Fogle, alias Henry Vaughn be imprisoned and confined in the Penitentiary of this State, and kept at hard labor, but without any solitary confinement for the period of two years: and that he pay the costs of this prosecution for which execution is awarded. 7985.

1121. State of Ohio Court Common Pleas. Union County, Ohio.
Vs. Indictment for assult and Battery.
Whitingham Mayho. Mar, 26th, 1902.

The defendant herein on a former day of this term entered a plea of guilty to the Indictment filed in this case, was this day brought into Court in custody of the Sheriff, and inquired of if he had anything to say why judgment should not be pronounced against him, and having nothing but what he hath already said: It is therefore adjudged by the Court that the said defendant Whitingham Mayho, pay a fine of $1,00 and the costs of this prosecution: and that he be imprisoned in the Workhouse in Columbus, Ohio. for a period of 30 days, and that he stand committed to said Workhouse at

until the amount of said fine and costs is paid, or secured to be paid, or he be otherwise legally discharged.

State of Ohio
vs
John J. Parrish.

1117.

Court Common Pleas, Union County, Ohio.
Indictment for Assault and Battery.
March 26th, 1902.

The defendant herein having on a former day of this term entered a plea of guilty to the charge of the Indictment in this case, was this day brought into Court in custody of the Sheriff: and the Court having heard the testimony adduced and being fully advised in the premises, and the said defendant being inquired of if he had any thing to say why judgment should not be pronounced against him: and having nothing but what he hath already said: It is therefore adjudged by the Court that the said defendant, John J. Parrish, pay a fine of fifteen dollars and costs of prosecution: and that he stand committed to the Workhouse at Columbus, Ohio, until the amount of said costs and fine is paid, or secured to be paid, or he be otherwise legally discharged.

State of Ohio.
vs.
John J. Parrish.

1119.

Court Common Pleas, Union County, Ohio.
Indictment for carring concealed weapons.
March 26th, 1902.

The defendant herein having on a former day of this term entered a plea of guilty to the Indictment filed in this case, was this day brought into Court in custody of the Sheriff, and inquired of if he had any thing to say why judgment should not be pronounced against him: and having nothing but what he hath already said: It is therefore adjudged by the Court that the said defendant, John J. Parrish, pay a fine of $15,00 and the costs of this prosecution: and that he be imprisoned in the Workhouse at Columbus, Ohio, for a period of 30 days, and that he stand committed to said Workhouse until the amount of said fine and costs is paid, or secured to be paid, or he be otherwise legally discharged.

Lide Graves
Vs.
Tillie Cahill.

7985.

Court Common Pleas, Union County, Ohio.
March 26th, 1902.

This cause coming on this day for hearing, and a Jury being waived, was submitted to the Court upon the pleadings and the evidence, and on consideration thereof, the Court find on the issue joined for the plaintiff: and find the defendant, Tillie Cahill is indebted to the plaintiff in the sum of $19,00 It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $19,00 and her costs herein expended, taxed at $ for which execution is allowed.

E. E. Koffroth.
7991. Vs. Court Common Pleas, Union County, Ohio.
O. E. Bird. March 26th, 1902. 8027.

This cause being this day called for trial, and the plaintiff failing to appear in person or by Attorney. this action is hereby dismissed at plaintiffs coste. It is therfore considered by the Court that the defendant recover of plaintiff his costs herein expended taxed at $, for which execution is allowed.

T. H. Biddle
7938. Vs. Court Common Pleas, Union County, Ohio.
H. C. Hamilton. Mar, 26th 1902.

This cause now coming on for hearing on the motion of the defendant for a new trial. the Court on consideration. overrules the same. It is therfore considered by the Court that the said T. H. Biddle recover from the said H. C. Hamilton, the said sum of Three Hundred and Eighty Four Dollars ($384.) as heretofore by the verdict of the jury. found due him, with interest from the 6th day of January, 1902. together with his costs herein expended. To all of which rulings and judgments of the Court the defendant by his counsel then and there excepts: and 50 days are allowed by the Court in which to prepare a bill of exceptions.

Court adjourned to Thursday Mar 27th. 1902.

Emma Bowers
8019. Vs. Court Common Pleas, Union County, Ohio. 7960
John S. Kline. Mar 27th, 1902.

This cause coming on this day to be heard on the petition of the plaintiff. the exhibits and testimony was submitted to the Court, and the Court find that the defendant has been duly and legally served with notice of the pending of this cause by publication and the defendant being in default for answer and demurrir. the Court on consideration find the plaintiff is entitled to the relief prayed for in her petition. and it is therfore ordered decreed and adjudged that the mortgage described in said petition is not a valid and subsisting lein on the premises therein described and that said plaintiff is entitled to law the same cancelled of record and discharged and it is ordered that the Clerk of this Court enter on the record in the Recorders office of Union County, Ohio a cancellation of said Mortgage and that said plaintiff pay the costs herein. taxed to $ 8027

State of Ohio. Court Common Pleas, Union County Ohio.
1124. Vs. Indictment for Burglary & Larceny.
Robert Fogle, alias Henry Vaughn. Mar. 27th 1902.

Whereas, at the present March term of the Court of Common Pleas, begun and held at the Court House, in the County of Union and State of Ohio. Henry Vaughn. alias. Robert Fogle, was convicted and sentenced to imprisonment in the Penitentiary of this State and the Court being of the opinion that it is such an extraordinary case as requires the allowance of one guard to assist the Sheriff

in the transportation of said convict to said Penitentiary, do allow said one guard for the purpose aforesaid.

Robinson and Company.
8027. Vs. Court Common Pleas. Union County, Ohio.
Abe Brown. March, 27th, 1902.

This day came the parties and this cause came on to be heard upon the demurrer of the plaintiff to the Third Ground of defense set up in answer of the defendant, and the same was argued by counsel and submitted to the Court: On consideration whereof the Court sustains said demurrer, to which ruling of the Court the defendant excepts.
Thereupon this cause came on to be further heard upon the motion of the defendant to strike from the first defense in the said answer the following words namely. "But denies he is indebted to said plaintiff in any way or in any amount": which motion was sustained by the Court. to which ruling the defendant excepted: This cause came on to be further heard upon the motion of the plaintiff to require the defendant to make the second defense set up in his answer more definite and certain, which motion the Court overruled and the plaintiff excepted.
Thereupon the defendant asked and had leave of the Court to file an amended answer by noon Saturday. Mar, 29th.

Philip H. Lind
7960 Vs. Court Common Pleas. Union County, Ohio.
Elizabeth Wire. et. al. Mar 27. th 1902.

This day this cause came on for hearing on motion by plaintiff asking the Court for an order of Sale, of the lots or lands, described in his petition after hearing argument of counsel the Court overruled plaintiffs motion and dismissed plaintiffs petition and dissolved the attachment levied on the property described in plaintiffs petition. to which order plaintiff then and there excepted, and gave notice of his intention to appeal said cause to the circuit Court of said Union County Ohio. appeal bond fixed at fifty Dollars.

Robinson and Company.
8027 Vs. Court Common Pleas. Union County. Ohio.
Abe Brown March. 27th. 1902.

On motion of the plaintiff, leave is granted to it to withdraw from the petition the prayer therein contained for a personal judgment against the defendant which is done accordingly. And on like motion leave is granted the plaintiff to amend the prayer of its petition by asking that an account may be taken of the money due and received by the said chattel mortgages, which is also done accordingly.

8002 Carrie M. Miller.
vs.
John H. Miller.

Court Common Pleas. Union County, Ohio.
Mar, 27th. 1902.

1996

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 further find from the evidence adduced that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same. and was at that time a bona fide resident of this County. of Union, and that the parties were married as in said pletition set forth.
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 that by reason there of 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 Carrie M. Miller. and John H. Miller. be and the same hereby is. dissolved, and both parties are released from all obligations of the same. It is further ordered that the plaintiff be restored to her maiden name of Carrie M. White. and that she pay the costs of this proceedings taxed to $.

7996 James C. Moffitt.
Vs.
John W. Moffitt. et. al.

Court Common Pleas, Union County. Ohio.
Mar. 27th. 1902.

It is hereby stipulated to by and between the parties in the above entitled cause that this case be settled, and each party to pay his own costs herein. It is further stipulated and agreed to by and between the parties herein that. whereas a certain mortgage of $ 400.00 upon the property described in the plaintiff's petition. being about forty-three (43) acres of land, is hereby assumed by the defendants, John W. Moffitt and Clara Moffitt, which they agree to pay and all interest accrued thereon. It is further stipulated and agreed by and between the parties herein that the said James C. Moffitt. plaintiff herein. relinquishes all right, title and interest in and to said property as heirs at law of the said William Moffitt. deceased, and that the said forty-three (43) acres, being the same tract or parcel of land which is devised by William Moffitt. to John W. Moffitt. Clara Moffitt. - it is hereby agreed that the above named parties shall take all devise and bequests under the will. the same as if this suit had not been commenced. and the parties consent that the matter be formally presented to the Jury to find in favor of the will.

1996 James C. Moffitt Court Common Pleas, Union County, Ohio.
Vs. March 27.th 1902.
John W. Moffitt. et.al,

This day this cause came on to be heard on the issue joined between the parties hereto, and before the case was submitted to the jury: the case was settled between the parties according to a journal entry hereinbefore made. and to which referance is hereby made, for the terms of said settlement: and thereupon under this agreement and consent of both parties an issue being made upon the pleadings the question was duly submitted to said jury to try, determine and pass upon the question wether the writing produced by the Contestees, is the last will and testament of the said William Moffitt, deceased.
And the jury being sworn to try said issue the contestees introduced in evidence said paper writing and also the record of the Probate. Court admitting said will to Probate and no further testimony was introduced by Ather party, and the jury in their verdict say, that said paper writing, a copy of which is set out in the plaintiffs petition, is the last will and testament of said William Moffitt, deceased and in accordance with said agreement of settlement the Court adjudge that each party pay the costs respectively made by said parties, and in default of payment of costs that execution is awarded accordingly for the collection of the same.

Court adjourned to Monday, March, 31st. A.D. 1902.

Monday, March, 31st, 1902, Court convened at 9 o'clock A. M.
Present Boston S. Young, Judge,
Attest: Chas. E. Rukenbrod, Clerk

1122

The Huber Manufacturing Company,
8054 Vs. Court Common Pleas, Union County, Ohio.
H. S. Flesher. March 31st. 1902,

This day came the plaintiff by its attorney, also came James E. Robinson, an attorney-at-law of this Court, on behalf of the defendant and by virtue of a warrant of Attorney duly executed by said defendant, and now produced to the Court, and which is filed with the Clerk of this Court, entered the appearance of said defendant, waived the issuance and service of process in this action, and with the assent of the plaintiff, confessed that the said defendant is justly indebted to the said plaintiff, in the sum of One Hundred and Sixty-one and 9/100 Dollars; and also released and waived all exceptions, errors, and rights of appeal, stay of execution, and exemptions herein.
It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of One Hundred and Sixty one and 9/100 Dollars, together with its costs herein expended taxed at $ ——.

State of Ohio, Court Common Pleas, Union County, Ohio.
1132 Vs. Indictment for Subornation of Perjury.
Robert Young. March 31st. 1902,

And now the Petit Jury being incomplete by reason of challenge, it is ordered on motion of the Plaintiff herein that a Special Venire issue to make up the deficiency for the trial of this cause; which said Venire shall be returnable forthwith, which was done,

The Venire herein issued, returnable forthwith, was duly returned by the Sheriff with his endorsement thereon as follows;-

The State of Ohio, Union County ss. —— Sheriff's Office 3/31, 1902.

On the 31st day of March, 1902, 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.

No. 1. John Connor, March 31st, Personal.
" 2. Homer Southard, March, 31st, Personal.
" 3. J. A. Ryan , March, 31st. Personal.
" 4. Dyer Reed , March, 31st. Personal.
" 5. J. P. Roberts , March, 31st. Not found.
" 6. Geo. Hush , March, 31st. Not found,
" 7. John Southard, March, 31st, Personal.
" 8. Jno. Bonnett. March, 31st. Not found,
" 9. James Reed , March 31st. Personal.

S. F. Burnham, Sheriff.

And upon calling the same in open Court John Connor, Homer Southard, J. A. Ryan, Dyer Reed, John Southard and James Reed appeared in answer to their names, and Homer Southard was accepted as a Juror in this case, and the panel was completed.

State of Ohio, vs. Robert Young. | Court Common Pleas, Union County, Ohio, Indictment for Subornation of Perjury. March, 31st. 1902.

1123

This day came the Prosecuting Attorney of Logan County, on behalf of the State of Ohio, and the defendant, Robert Young, also appeared in open Court in his own proper person and accompanied by his counsel, and on motion, and the Court being satisfied that the interests of the public require that said Prosecuting Attorney should have assistance in the trial of this cause, James E. Robinson, and John C. Hoover, are thereupon appointed his assistants herein.

Thereupon came the following named persons, as Jurors, towit:- George Bishop, John Harris, Harry J. Stevens, Dexter Berry, John Auer, H.C. Andrews, Chas. Kerns, George Crahood, A. H. Turner, A. Terry, Henry Knotts Jr. and Homer Southard, who were then duly impaneled and sworn to well and truly try and true deliverance make between the State of Ohio, and the Prisoner at the Bar, Robert Young; and the trial of the case proceeded, but for want of time to conclude the same was adjourned until tomorrow at 8 o'clock A.M.

Court adjourned to Tuesday, April, 1st. A.D. 1902.

8045

Tuesday, April 1st. 1902, Court convened at 8 o'clock, A. M.
Present Boston G. Young, Judge,
Attest:- Chas. S. Thorwood, Clerk

State of Ohio
vs.
1122 Robert Young.

Court Common Pleas, Union County, Ohio.
Indictment for Subornation of Perjury.
April 1st. 1902,

This day came the State of Ohio, by Samuel First, the Prosecuting Attorney of Logan County and James E. Robinson and John C. Hoover, assistants appointed herein, and the defendant in his own proper person, and by his Attorneys; and thereupon came the Jury, and this cause proceeded upon the evidence, And the Jury having heard the evidence and the charge of the Court retired for deliberation in charge of the Sheriff, and returned into open Court their verdict in writing, whereby they do upon their oaths say and find that the defendant is not guilty in manner and form as he stands charged in the Indictment.

It is therefore considered that the defendant go hence without day and recover his costs herein expended, taxed at $ —.

Ordered that the plaintiff pay its own costs,

State of Ohio
vs.
1122 Robert Young.

Court Common Pleas, Union County, Ohio
Indictment for Subornation of Perjury.
April 1st. 1902,

On motion to the Court for the allowance of Attorney Fees in this cause, the Court on consideration thereof, do fix and allow Attorney Fees herein as follows, towit:-
To James E. Robinson and John C. Hoover, assistants to the Prosecuting Attorney, each the sum of $50.00 for assistance rendered in this case.

8045

The Marion Manufacturing Company,
Vs.
J. William Powell and Alice Powell.

Court Common Pleas, Union County, Ohio,
April, 1st. 1902,

This cause now coming on for hearing on the plaintiffs petition and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are in default for answer or demurrer, and that the allegations of the petition are thereby confessed by them to be true; and that there is due the plaintiff from the defendant, J. William Powell, on the promissory note set forth in the first cause of action of plaintiffs petition, with interest to this day, the sum of $343.07

The Court further find that in order to secure the payment of said note and three others of equal amount not yet due, the defendants, J. William Powell, and Alice Powell, his wife, executed and delivered to said plaintiff their certain mortgage deed as in the petition alleged, on the premises therein described that said mortgage was duly recorded in Volume 42, pages 517 and 518 of the records of Mortgages of Union County, and is a good and valid lien on the premises described in the petition, the first in priority, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant, J. William Powell, the sum of $343.07 and its costs herein expended, And it is further adjudged and decreed that unless the defendant, J. William Powell, shall within three days from the entry of this decree pay, or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff the sum due it as aforesaid, with interest from the 1st day of April, 1902, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale therefor issue to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Rules and Regulations Prescribed by the Court of Common Pleas of Union County, Ohio, at the March Term. A. D. 1902, for the Jail of said County. April 2d. 1902.

1. The inside of the prison shall be thoroughly cleaned at least once at the end of each quarter, and oftener if the Jailor shall deem it necessary for the health and comfort of the Prisoners.

2. Each morning a proper notice shall be given to the prisoners, either by ringing a bell or sounding a gong, and within thirty minutes thereafter each prisoner (unless sick or disabled) shall rise dress himself, fold his bed-cloths and sweep out his cell: all of which shall be done within thirty minutes of the notice aforesaid.

3. Suitable vessels, towels and other conveniences for washing shall be provided and each prisoner shall be required to wash himself and dress his hair every morning before breakfast.

4. The shirts and undergarments of the Prisoners, sheet, pillow cases and such other articles of clothing and bedding as require it. shall be washed once a week, and all other articals as often as may be necessary for cleanliness and health of prisoners.

5. The area of the Jail shall be swept every morning and the hall and area around the same shall be scrubbed at least once a week, and each cell or room in the Jail shall be scrubbed at least once in each month and oftner if necessary.

6. All bedding shall be kept free of vermin and the Jailor is required to furnish the prisoners the means necessary, thereto & also to furnish sufficient bedding.

7. No prisoner shall permit any filth to be or remain about his cell. and each one shall be accountable for the cleanliness of his own apartment and shall be required to take good care of his bedding and all other articles furnished him or which may be placed in his cell.

8. No prisoner shall in any defade the prison. nor shall he cut, carve, write or print any letter, figures, pictures, or any matter whatever upon any part of said prison or the furniture thereof nor permit the same to be done: and no profane, vulgar or obcene language nor any disordly conduct of any kind shall be used or allowed therein, and all prisoners shall be required to act with propriety toward others.

9. No prisoner shall be permitted to interfre with the articles furnished to or placed in the cell of another, nor enter the same without the permission of the Jailor.

10. The labor necessary to carry into effect these rules as well as such other rules as may hereafter be prescribed, shall be done by the prisoners so far as is practicable, and each inmate shall be required to preform his share of such labor.

11. Each cell shall be furnished with a broom, vessel for drinking water, spitoon and comb.

12. Male and female prisoners shall be kept seperate.

13. So far as the construction of Jail will permit, all prisoners under 17 years of age shall be excluded from the society of adult prisoners during their confinement, and in all other cases such exclusions

shall be had as the interests of the State and the prisoner may require.
14. The Jail shall be kept comfortably warm and properly lighted and ventilated. All lights shall be extinguished at 9 o'clock each evening, excepting in case of the sickness of a prisoner, such light shall be allowed him as the physician or Jailor may deem necessary. All persons charged with misdemeanors or felonies shall be securely locked in the cell thereof from 9 P.M. until 5 o'clock A.M. each night unless otherwise ordered.
15. Proper medical and surgical aid shall be furnished the prisoners when necessary.
16. No intoxicating liquors shall be furnished any prisoner excepting as prescribed by the Jail physician.
17. The prisoners may be furnished with copies of the Bible, and they shall be permitted and encouraged to read such books, magazines and papers of literary and moral character as may be furnished them.
The Jailor shall, at the request of a prisoner, invite a clergyman to visit him, and shall on Sundays or other suitable occasions in the exercise of a proper discretion, permit any proper person or persons to give instruction or conduct religious exercises in the presence of any or all prisoners therein.
18. Counsel shall be permitted to communicate with their clients at all reasonable times. And the members of the family of a prisoner and other friends may visit him therein at the discretion of the Jailor, subject to the right of the Jailor to be present at all interviews, excepting with Counsel.
19. When counsel visit their clients therein they shall not be allowed to communicate with other prisoners except by special permit of the Jailor.
20. The Jailor shall not permit any person except counsel to visit a prisoner without having first satisfied himself from a thorough search of such person that he has not in his possession anything which might either directly or indirectly be used in escaping from prison or enable such prisoner to commit any act of violence upon the keeper of the Jail or inmate thereof, and before confining a prisoner therein the Jailor shall in all cases make a like search of him, and remove from his person everything which might in any way be used in making his escape therefrom, or in committing acts of violence upon the keeper thereof or other persons.
21. (For the purpose of enforcing obedience to the foregoing rules or for the violation thereof) the Jailor shall have power to confine a prisoner to his cell and feed upon bread and water only for such time as such prisoner shall manifest an unwillingness to comply therewith, and for a violation thereof such punishment continue for a reasonable time, and shall be graded in accordance with the character of the offence.
22. The Jailor shall keep a register of every violation of the foregoing rules and also of the punishment inflicted therefor, together with a memorandum of the conduct of each prisoner confined therein, and deliver the same to the Judge of the Court of Common Pleas on the first day of each term of Court, for his inspection.
23. Should any prisoner wish to complain of his treatment, either

by the Jailor or other employees of the Sheriff. he shall be furnished with the proper writing material and envelope for that purpose. and after sealing such complaint shall direct the same to the Judge of this Court, which shall be immediately delivered by the Jailor to such Judge.

24. That when the masculine gender is used herein it shall include the feminine, and the singular number the plural. 7981.

That copies of these rules and regulation shall be printed and put up in each cell of the Jail.

The Sheriff is ordered to strictly enforce the foregoing rules.

Rynedar Dodd.

March 27. 1902. Judge of the Court of Common Pleas.

8073.

Court adjourned to Thursday, April 3rd, 1902,

Amanda Lemay

7971.

8043.

8046.

Thursday, April 3rd, 1902, Court convened at 9 o'clock, A. M.
Present Hon. Duncan Dow, Judge,
Attest: Chas. Rathorwood, Clerk.

D. W. Ayers, Guardian.
7981. Vs. Court Common Pleas, Union County, Ohio,
Eliza Webb. et, al, April, 3rd, 1902.

This cause being heard on the demurrer to the amended petition filed herein, the Court on consideration sustains the same, to which ruling and decision of the Court, the plaintiff then and there excepts: and the plaintiff is allowed to amend his petition within 15 days.

Church Bros. & Weld.
8073. Vs. Court Common Pleas, Union County, Ohio,
Anna W. Huber. April, 3rd, 1902.

This day this cause was settled by the parties and all costs paid.

Uriah Cahill
7971. Vs. Court Common Pleas, Union County, Ohio.
T. H. Biddle. April 3rd. 1902.

This cause being heard on the demurrer to the answer, the Court, on consideration thereof, overrules the same, to which ruling and decision of the Court, the plaintiff then and there excepts: and the plaintiff is allowed to reply within 30 days.

Nettie Shaffer.
8043. Vs. Court Common Pleas, Union County, Ohio.
Allie Welch et. al. April 3rd. 1902.

This day this cause was settled by the parties and all costs paid.

Hadley Young. Court Common Pleas, Union County, Ohio.
8076. Vs. April 3rd. 1902.
S. Gilmore Young, Blanche McGee.
& Elliott Young. (Entry amending petition.)

This cause came on for hearing to the answer of the defendant S. Gilmore Young, to plaintiffs petition, demanding the correction of the names of the defendants therein. On consideration whereof, and it appearing to the Court that the said defendants Blanche McGee, has been sued in this action by the name of Blanche McGee" and that the answering defendant Sidney S. Young has been sued in this case in the name of S. Gilmore Young, through an advertance, and that the said defendants have been personally served with summons: and it further appearing that said S Gilmore Young, has in his answer plead to the merits of this case, and has thereby entered his appearance to this action: it is ordered and adjudged that said mistake be corrected, and that the petition be, and the same hereby is amended by

substituting the name of Sidney G. Young. in the place of S. Gilmore Young. and by substituting the name of Blanche McKee. in the place of Blanche McGee: and that this entry operate as an amendment to the petition and summons: and that the true names of the defendants be used in all further proceedings herein.

8009.

Hadley Young. vs. Sidney G. Young. Blanche McKee. + Elliott Young.

Court Common Pleas. Union County. Ohio. April 3rd, 1902.

And now this cause came on to be heard on the petition, and the answer of Sidney G. Young. defendant, and the evidence: the Court find that all the defendants have had due legal notice of the pendancy and demand of the said petition. and that with the exception of the above named, are in default for answer hereto.

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 Elliott Young, widower, is entitled to dower therein. and that subject thereto the plaintiff Hadley Young, has a legal right to the One fourth of the said estate. the defendant Sidney G. Young. a legal right to the One Three Eights part thereof. and the defendant Blanche McKee. a legal right to the One Three Eights part thereof: and that the plaintiff is entitled to have partition made of said premises, as prayed for in his petition.

It is therefore ordered, adjudged. and decreed that partition of the said estate be made, and that dower therein be assigned to said Elliott Young: and that by the oaths of B.L. Robinson. Frank Andrews. + J.B. Galloway. three judicious and disinterested freeholders of the vicinity who are hereby appointed commissioners to make and set off the same.

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

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

8009. Amanda Lemay, Admrx. Court Common Pleas, Union County, Ohio.
Vs. April 3rd, 1902.
The Hocking Valley Railway Company.

On this 3rd. day of April, 1902. the motion in the above entitled action to quash the service of summons and dismiss said action. came on to be heard, was argued by counsel and was submitted to the Court, on consideration where of the Court sustains said motion, to which ruling the plaintiff excepts, and 50 days are allowed plaintiff in which to prepare a bill of exception herein. It is further ordered that the plaintiff pay the costs herein, for which execution is allowed.

Lorena Graham, Court Common Pleas, Union County, Ohio.
Vs. April 3rd, 1902.
Lucinda Read.

And now this cause coming up for hearing upon the petition, answer and reply and the evidence, the Court find that the said William H. Graham 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 William H. Graham, deceased: and that she is entitled to have her dower in said premises assigned and set off to her as prayed in her petition. And the Court finding from satisfactory evidence that said estate is entire, and cannot be divided by metes and bounds. It is therefore ordered, adjudged and decreed that dower be assigned to said plaintiff as of one-third part of the rents, issues and profits of the premises described in the petition, and that a writ issue to the Sheriff of Union County commanding him that by the oaths of and three judicious and 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 the dower of said Lorena Graham to be set off and assigned in the manner above ordered: and that of his said proceedings, together with the said commissioners' appraisement of the yearly net value of said estate, estimated from the 21st day of December, 1901, to the day of such assignment of dower, he make due return to this Court. Thereupon the defendant, by her attorney, gave notice and hereby gives notice of her intentions to appeal this cause to the Circuit Court: and the Court fixes the amount of the bond to be given therefor at the Sum of One hundred dollars, and suspends the execution of this order and decree for thirty days therefor.

Court adjourned to Monday, April, 7th, 1902.

Monday, April 7th, 1902, Court convened at 9 o'clock, A.M.
Present Hon. Duncan Dow, Judge,
Attest:- Chas Pinkerwood, Clerk,

8038. Anna C. Taylor. Court Common Pleas, Union County, Ohio.
Vs. April 7th, 1902.
William B. Taylor.

This day came the plaintiff and her attorney. and this cause came on to be heard upon the petition and evidence, the defendant having been duly summond by publication having failed to appear. and the Court find him in default for answer and demmurrer to the said petition
The Court further find from the evidence that the plaintiff has been a resident of the State of Ohio for more than ten years last past, and during all that time has been a bona fide resident of said County of Union.
the Court find that the defendant has been duly and legally served with notice of the filing and pendancy of the petition by publication as required by law; The Court further find that the defendant has been guilty of wilful absence for more than three years next before the filing of this petition. and that by reason there of the plaintiff is entitled to be severed as prayed for. The Court find and the allegations of the petition to be true. It is therefore ordered & adjudged by the Court that the marriage contract heretofore existing between the said Anna C. Taylor and William B Taylor be and the same is dissolved, and both parties are released from the obligations of the same, and that the plaintiff pay the costs herein.

1123. State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for cutting to wound.
Charles Mattis April 7th, 1902.

Now comes the Prosecuting attorney on behalf of the State of Ohio. and the defendant being brought into Court in custody of the Sheriff: thereupon said defendant retracts his plea of not guilty heretofore entered. and for plea to said indictment saith he is guilty as he stands charged in said indictment. It is therefore adjudged by the Court that the said defendant Charles Mattis, be imprisoned and confined in the Penitentiary of this State and kept at hard labor, but without solitary confinement, for the period of one year; and that he pay a fine of one dollar and the costs of this prosecution, for which execution is awarded.

1103. State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. April 7th, 1902.
Roy Metz.

This day the Prosecuting attorney entered a Nolle Prosequi herein. by leave of the Court, the defendant having paid part of the costs herein.

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1103. State of Ohio. Court Common Pleas. Union County, Ohio.
Vs. Indictment for Perjury
Roy Metz. April, 7th, 1902.

On motion to the Court for allowance of Attorney fees in this cause, the Court on consideration thereof, do fix and allow Attorney fees herein as follows, towit;- To W.T. Hooper, assistant to the Prosecuting Attorney the sum of $150,00 for services rendered in the above case.

1030. State of Ohio. Court Common Pleas. Union County, Ohio.
Vs. Indictment for giving and participating in giving an immoral and
Ivy Bonnett. indecent exhibition of the human form.
April, 7th, 1902.

This day this cause came on for sentence, the defendant having on the 30th day of April, A.D. 1901, been arraigned and entered a plea of guilty to this indictment: and thereupon the Court being fully advised in the premises, orders that the said defendant, Ivy Bonnett, pay a fine of five dollars and the costs of this prosecution, and that he stand committed to the Jail of Union County, until the amount of said fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

1123. State of Ohio. Court Common Pleas. Union County. Ohio.
Vs. Indictment for cutting to wound.
Charles Mattis April, 7th, 1902.

On motion to the Court for allowance of Attorney fees in this cause, the Court on consideration thereof, do fix and allow Attorney fees herein as follows, towit:- To D.W. Ayers appointed by the Court to defend the accused the sum of $25,00 for services rendered in the above case.

7715 Philip Speasemaker. Court Common Pleas, Union County. Ohio.
Vs. April, 7th, 1902.
Walter Byerly. et.al.

This day came the plaintiff and Walter Byerly and settled this cause so far as the matter related to them and by agreement plaintiff is to pay the cost, and cause be dismissed. It is therefore ordered and adjudged by the Court that the cause be and the same is dismissed at the cost of the plaintiff. But nothing herein shall effect the right of William Deering Company, or their claim against said Byerly.
It is adjudged by the Court that the plaintiff pay the costs.

8056. J.E. Howe. Court Common Pleas, Union County. Ohio.
Vs. April, 7th, 1902.
Ezra Tallman.

This day came the plaintiff by his attorney. also came Robert McCrory an attorney at law of this Court. on behalf of the defendant and by virtue of a warrant of attorney duly executed by said defendant. and now produced to the Court. and which is filed with the Clerk of this Court, entered the appearance of said defendant, waived the issuance and service of process in this action. and. with the assent of the plaintiff. confessed that the said defendant is justly indebted to the said plaintiff in the sum of Two hundred and Twenty five and 43/100 dollars. and also released and waived all exceptions, errors and right of appeal herein.
It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of Two hundred and Twenty five and 43/100 dollars. together with his costs herein expended, taxed at $

Joshua Richardson. et, al.
7747. Vs. Court Common Pleas, Union County. Ohio.
B. F Paxson, et, al. April, 7th, 1902.

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. Mary F. Williams by deed according to law. the property so sold. and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale, amounting to $2650 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 date:- the sum of $ Secondly: The costs of this action. including an Attorney's fee to Porter & Porter & Dow & Aiken of Eighty three $, taxed at $. Thirdly: the residue, if any. he bring into Court to abide the further order of this Court.

8028. The Village of Marysville Court Common Pleas, Union County. Ohio.
Vs. April, 7th, 1902.
The C. C. C. & St. L. Railway Company.

This day leave is granted to defendant to amend its answer filed herein instanter. and to amend the same by adding additional grounds of defense to the same by attaching said grounds to the orignal answer.

8044. Harriet Stoffer Court Common Pleas. Union County. Ohio.
Vs. April, 7th, 1902.
Rhoda Graham, et, al.

This day this cause was settled and dismissed and all costs paid.

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Robinson Company. Court Common Pleas, Union County. Ohio.
8027. Vs. April. 7th. 1902.
Abe Brown

This day on motion to the Court leave was granted the plaintiff to file an amendment to its reply and the same was filed.

The State of Ohio on rel.
of Pearl Lute Court of Common Pleas Union County Ohio
Vs. April 7th 1902.
H. W. Housman.

This day this cause was by order of the Court continued until next term of Court upon the same undertaking originally given by defendant.

Court adjourned to Tuesday April. 8th, 1902.

Tuesday. April 8th, 1902. Court convened at 9 oclock A.M.
Present Hon. Duncan Kerr, Judge.

8092.

8012. John Ward - Vs. Joshua Richardson Admr. — Court Common Pleas, Union County, Ohio. April, 8th, 1902.

This day this cause came on to be heard, the parties appearing in person, and by their attorneys; also came the following named persons as jurors, towit: J.C. Collier. F.J. Ballinger. A. Perry. A.W. Turner. George Orahood. Chas. Kerns. H.C. Andrews. John Auer. Hexter Berry. Harry J. Stevens. John Harris and George Bishop. who were duly impaneled and sworn according to law: and thereupon the case came on for hearing on the pleadings and evidence.
And the jury having heard the evidence adduced, the Court adjourned the further hearing of this cause until Wendsday, April, 9th, 1902. at 9 oclock A.M.

Court adjourned to Wendsday April, 9th, 1902.

Wendsday April, 9th, 1902. Court convened at 9, oclock A.M.

8012. John Ward Vs. Joshua Richardson, Admr. — Court Common Pleas, Union County. Ohio. April, 9th, 1902.

This day again came the said parties by their Attorneys. and also came the jury heretofore impaneled and sworn, and the trial proceeded. And the said jury having heard all the testimony, the argument, and charge of the Court, retired to their room, in charge of the Sheriff, for deliberation.
And now come said jury into open Court with their verdict in writing, signed by their foreman: 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, Joshua Richardson Admr, at the sum of Nineteen hundred and seventy-five dollars ($1975.00)
Dated April. 9th, 1902. Frank J. Ballinger. Foreman.

And thereupon the defendant by his attorney gave notice of his intention to file a motion for a new trial herein.

8029. L.R. White et.al. Vs. David E. Miller — Court Common Pleas, Union County. Ohio. April, 9th, 1902.

This day this cause came on for trial, and on motion of the defendant by his attorney was continued at defendants costs for this term.

8032. Yorith Upthagrove Vs. Charles Upthagrove — Court Common Pleas, Union County, Ohio. April, 9th, 1902.

This cause came on this day to be heard on the petition. Defendant failed to answer, and the evidence and on the consideration thereof, the Court find:- That the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio, for one year next proceeding the same, and at that time a bonafide resident of this County, of Union, and that the parties hereto were married, as in said petition set forth.

The Court further find that upon the evidence addduced, that the defendant has been guilty of habitual drunkenness, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for. It is therefore ordered and adjoudged by the Court that the marriage contract heretofore existing between the said Yorith Upthagrove and Charles Upthagrove be, and the same hereby is, dissolved, and both parties are released from the obligations of the same. It is further ordered that the custody, care, education, and control of said child (Luen Upthagrove) of the parties hereto be, until further order, confined to the said plaintiff (Yorith Upthagrove) exclusively.

Court adjourned to Friday April, 11th, 1902.

Friday April 11th, 1902. Court convened at 9, oclock A. M.

Patrick C. Shea. Court Common Pleas. Union County, Ohio.
7952 Vs. April 11th. 1902.
The National Masonic Provident
association. Defendant. On Motion to make Petition more definite & certain.

This cause now coming on for hearing on the motion of the said defendant to make the petition herein filed more definite and certain, the same was argued by counsel and submitted to the Court. Whereupon the Court, on consideration thereof, and grants said motion as to the first and third grounds thereof, towit:- That plaintiff state the nature and extent of the bodily injury complained of, and how and where the same was incurred, And an amendment of said petition accordingly, is ordered. To which judgment an order of the Court in over-ruling said motion as to the first and third grounds thereof, the said defendant, by its counsel, excepts: and to the said order and judgment of the Court in granting said motion as to the second ground thereof, the said plaintiff, by his counsel, excepts: and cause adjourned.

Joshua Richardson, et.al. Court Common Pleas. Union County, Ohio.
7747. Vs. April, 11th, 1902.
B. F Paxson, et, al.

This day this cause coming on to be further heard upon the distribution of the proceeds arising from the sale of the real-estate in this case, it is ordered by the Court, that the Sheriff after paying the costs and taxes herein, directed by a former order of this Court, pay the balance of the proceeds in his hands to Joshua Richardson, Administrator of Clark Richardson, deceased, to be administered according to law.

Philip H. Lind Court Common Pleas. Union County, Ohio.
7960 Vs. April, 11th, 1902.
Elizabeth Wire et. al.

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

J. A. Kenney. Court Common Pleas. Union County, Ohio.
8057. Vs. April, 11th, 1902.
A. H. Dean.

This day this cause came on to be heard upon the motion of the said J. A. Kenney to quash the appeal of A. H. Dean, and dismiss said cause from the record, for the reason that no appeal bond was entered into or filed by said Dean, as required by law, as more fully appears in said motion. Said matter was also heard upon the counter-motion of said A. H. Dean, avering that said appeal bond was a good one under the law, and for leave to amend said appeal proceeding, if in the opinion of the Court there was a substantial defect in the said appeal proceeding. The Court being fully advised in the premises, do find that said appeal bond, as executed, and filed, was substantially correct as required by

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law, and over-ruler said motion of Kenney. The defendant is permitted to amend said appeal-bond by having said security sign said bond at the bottom, as well as in the body of the same. And leave is granted to the plaintiff to file his petition in said cause in thirty days from April 11th 1902.

The State of Ohio, Union County, ss Court Common Pleas, Union County, Ohio

Appointment of Jury Commission. April, 11th, 1902.

In accordance with the requirements of section 2. of the act passed April 28rd, 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 Union and Logan, 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: towit.

John W. Southard of Paris Township.
John E. Shelton of Taylor " "
Andrew Gill of Jerome " "
Benton Cahill of Claibourne " "

Who shall be Commissioners of Jurors in said Union County for one year, to begin on the 4th Monday of May, A.D. 1902. and serve until their successors are duly appointed and qualified.

Duncan Dow. Judge.

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. 1902. in the Auditor's Office in Union County, Ohio. and shall then and there proceed to select One Hundred and Twenty-five 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 population.

Duncan Dow. Judge.

8083 John Dolp, et, al. Court Common Pleas, Union County, Ohio.
Vs. April, 11th, 1902.
Charles Rousch, et. al.

This day this cause came on to be heard, and thereupon one Liggie B. Blumenchine moved the Court to strike her name from said petition for the reason that she is not a party plaintiff by her consent, which motion was thereupon granted. And thereupon this cause came on to be heard upon the petition of the plaintiffs the answer of the defendants and the reply of the plaintiffs, exhibits and testimony, and was submitted to the Court. On consideration whereof the Court finds that said burial grounds of the defendant congregation, &c, by the rules, resolutions, constitution and by laws of said congregation, the property solely of said congregation, and that under the rules and regulations of said congregation only members of said congregation in good and regular standing at the time of their deaths are entitled to burial therein, and that under said rules, regulations and resolutions of said congregation and by virtue thereof the said Margaretta B. Kress at the time of her

death. was not entitled to burial in said cemetry. for the reason that she was not a member of said congregation at the time of her death. And the Court find against the plaintiff's in favor of the defendants and by consent of the parties hereto it is ordered that the remains of said Margaretta B. Kress be permitted to rest in said cemetry. and that the children and relatives of said Margaretta B. Kress be permitted to visit her burial place at all proper times, and erect Monument and care for said lot. It is further ordered that the petition be dismissed, and the injunction be dissolved. but without right of action on the injunction bond. 7955

8012. John Ward. vs Joshua Richardson, Admr. Court Common Pleas, Union County, Ohio. April, 11th, 1902.

This cause coming on to be 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 ruling defendant excepted. It is considered by the Court that the said plaintiff recover from the said defendant Joshua Richardson as administrator of Clark Richardson the said sum of Nineteen Hundred and Seventy. five Dollars. ($1975.00 as heretofore, by the verdict of the Jury found due him. together with his costs herein expended.

8064 The State of Ohio, on relation of John D. Mather, vs. William A. Wright et. al. Court Common Pleas, Union County. Ohio. April. 11th, 1902.

And, now John D. Mather having filed with the Clerk of this Court certain written charges against William A. Wright, James H. Wright and Margaret B. Wright, alleging the disobedience of the said William A. Wright, James H. Wright and Margaret B. Wright, of a certain order of injunction of the Circuit Court of this County, the proceedings in which case have been sent to this Court by mandate for execution. The said order of injunction being as follows:- 8034
"It is therefore considered, ordered and decreed by the said Circuit Court that said defendants, William A. Wright, James H. Wright and Margaret B. Wright, or and each of them are hereby forever and perpetually enjoined from erecting, or maintaining a dam across said Bokes Creek touching the plaintiffs land or any part thereof, from interfering with the free and unobstructed flow of the water in said Creek along and adjoining the land of the plaintiff as prayed for in plaintiffs petition".

And it being further made to appear that the defendants still maintain a dam across said creek which obstructs the flow of the water in said Creek contrary to the said order of injunction,

On motion of the said John D. Mather rule is allowed herein against the said William A. Wright, James H. Wright and Margaret B. Wright directing them and each of them, to appear before this Court on the 9th day of June, 1902, at 9 o. clock A. M. to show cause why they and each of them should not be punished as for contempt for the said disobedience,

Sola Tallman

7955 Vs. Court Common Pleas, Union County, Ohio.

S.S. McCleck et. al. April, 11th, 1902,

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, T.C. Williams, 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, and also the mortgage given by S.S. McCleck and Mary E. McCleck to The Globe Building and Loan Association Company on July, 14th, 1898, 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 Three Hundred and Fifty-five 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, towit, the sum of Two add 75/100 Dollars,

Secondly:- The costs of this action taxed at One Hundred and Twenty-eight and 50/100 Dollars,

Thirdly:- To the defendant Samuel Robinson the amount heretofore found due him with interest, towit, the sum of Thirty-three and 26/100 Dollars,

Fourthly: To the Globe Building and Loan Association Company, the amount of its claim towit, the sum of One Hundred and Eighty-seven and 87/100 Dollars,

Fifthly:- To the plaintiff the residue, being $2 34/100, to be credited to plaintiff on the amount found due him on his lien,

Minnie B. Strider et. al.

8034 Vs. Court Common Pleas, Union County, Ohio.

Anna Cora Robinson et. al. April, 11th, 1902,

This day this cause was settled by the parties and dismissed and all costs paid,

8046 Hadley Young
Vs. Court Common Pleas, Union County, Ohio. 8070
Sidney G. Young et. al. April. 11th, 1902,

On motion to the Court by the plaintiff, and upon producing the return of the Sheriff, and the report of the Commissioners heretofore appointed herein, and the same having been examined by the Court, and found in all respects correct, and in conformity to law and the former orders of this Court, the said proceedings and report are hereby confirmed.

It is therefore ordered and decreed that the said Elliott Young have and possess the lands so assigned him, as and for his reasonable dower in said premises; and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively.

And the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties put upon the record in the office of the Recorder of this County. 7938

And it is further ordered that the costs of this action, including a counsel fee of $158.00, to Robert McCrory, attorney for services herein, taxed at $ —. be paid by the said parties in the following proportions, to-wit: Elliott Young the 1/4 part thereof, Blanche McKee, and Sidney G. Young each the 1/4 part thereof, and the plaintiff Hadley Young, the 1/4 part thereof.

8060 Nancy J. Yount
Vs. Court Common Pleas, Union County, Ohio. 7995
C. C. Hartlake, April 18th, 1902,

This day this cause was settled by the parties and all costs paid.

8057 John R. Taylor
Vs. Court Common Pleas, Union County, Ohio.
E. E. Cook April. 21st. 1902,

This day this cause was settled and all costs paid.

8062 Mary A. Bee
Vs. Court Common Pleas, Union County, Ohio.
Juliana Hagen et. al. Apr. 28th, 1902

This day this cause was settled by the parties and all costs paid,

William Elliott – Plaintiff

8070 vs. Court Common Pleas, Union County, Ohio.

Lewis Elliott – Defendant. May 5th, 1902.

Now comes the plaintiff and for a valuable consideration dismisses the above entitled action, and asks that the same be dismissed by the said Court, with a complete and full bar and satisfaction of any and all claims by the plaintiff against the defendant up to this date and of any and all claims against the plaintiff claimed by the defendant up to this date.

Signed this 1st day of May, 1902. Wm Elliott – Plaintiff,
Lewis Elliott – Defendant.

In accordance with the above agreement of the parties this cause is dismissed and all costs paid,

T. H. Biddle

7938 vs. Court Common Pleas, Union County, Ohio.

H. C. Hamilton May 14th, 1902.

Now comes the defendant and presents to the Court his certain Bill of Exceptions herein which being found by the Court to be true is allowed, signed, sealed, and on motion is hereby made part of the records of this case,

R. S. Woodburn, Administrator &c.

7995 vs. Court Common Pleas, Union County, Ohio.

Sarah P. Brodrick et. al. May, 20th, 1902.

This day this cause came on to be heard on the return of R. S. Woodburn, Administrator, as above named plaintiff herein of his proceedings and sale in this case under a former order of this Court. The Court after having carefully examined said return and being satisfied that such sale has in all respects been legally made, do hereby approve and confirm the same, and order that the said R. S. Woodburn as such Administrator, make to the purchaser a good and sufficient deed for the premises so sold. The Court find that there is due the said defendant, The Union Central Life Insurance Company on its mortgage lien on said premises the sum of Five Thousand and Sixteen and 67/100 Dollars. The Court further find that there is due the defendant, Sarah P. Brodrick as the reasonable value of her dower interest in said premises in money, the sum of One Thousand Three Hundred and Eighty-seven and 35/100 Dollars. The Court further find that there is due the said defendant John M. Brodrick on his judgment lien on said premises the sum of One Hundred and Ninety-seven and 37/100 Dollars. And the Court coming now to distribute the proceeds of said sale in the hands of said Administrator, amounting to $9275.00 order that the same be paid:- First:- The taxes and penalties and the interest thereon as due on said lands: to-wit $ —. Second:- The costs of this action, including $ — as the charge due the said Administrator herein taxed to $ —. Third:- To the said defendant, The Union Central Life Insurance Company, the amount above found due it, viz $5016.67. Fourth:- To the said defendant Sarah P. Brodrick, the amount above found due her viz $1387.35. Fifth:- To the said defendant, John M. Brodrick, the amount above found due him, viz. $197.37. Sixth:- The remainder of said proceeds to be accounted for by said plaintiff, as such Administrator, under the laws governing Administration of estates in Ohio. It is further ordered by the Court that the mortgage given by said Isaac Brodrick and wife to said defendant, the Union Central Life Insurance Company and recorded in Volume 47 Pages 107 of the records of mortgages of Union County, Ohio, and in Volume 49 Pages 448 of the records of Mortgages of Champaign County, Ohio, be cancelled on the margin of each of said records.

Duncan Dorr, Judge of Court of Common Pleas for Union County, Ohio.

Court adjourned to June 9th, 1902.

Monday, June 9th, 1902, Court convened at 9 o'clock A. M.
Present Hon. Duncan Dow, Judge.

8050. William A. Phelps
Vs.
Keziah R. Moffitt et al.

Court of Common Pleas Union County Ohio
June 9th 1902,

This cause coming on to be heard on the petition, and answers of Derastus J. Phelps, Spencer Phelps, Dorothy Rickman and Margaret Phelps, widow, and the evidence, the Court find that the defendants, Keziah R. Moffitt, Sarah J. Cahill, Frank Quillen, and Loren Quillen, had legal notice of the pendency and prayer of the petition, and are in default for answer or demurrer, and that the petition is thereby confessed by them to be true. The Court find that Margaret Phelps, widow, is entitled to dower in premises in the petition described, and that subject thereto the plaintiff is seized of and has a legal right to the undivided one seventh part of said premises, and is entitled to hold the same in severalty; that the defendants are tenants in common with him in the following proportions, subject to said dower to wit:- That Derastus J. Phelps is seized of and has a legal right to the undivided one seventh part; that Spencer Phelps is seized of and has a legal right to the undivided one seventh part; that Dorothy Rickman is seized of and has a legal right to the undivided one seventh part; that Sarah J. Cahill is seized of and is entitled to the one seventh part undivided; that Keziah R. Moffett is seized of and has a legal right to the undivided one seventh part; that Frank Quillen is seized of and has a legal right to the undivided one fourteenth part; that Loren Quillen is seized of and has a legal right to the undivided one fourteenth part; It is therefore ordered adjudged, and decreed that said Margaret Phelps be endowed of one full third part, of said premises and that subject thereto partition of said estate be made in the proportions above described, and that an order issue to the Sheriff of this County commanding him that, by the oaths of David A. Kyle Morris M. Hill and C. A. Huffman, three Judicious disinterested freeholders of the vicinity, who are hereby appointed Commissioners for the purpose, he set off to said Margaret Phelps, her dower, and to the plaintiff, and said cotenants their proportions of said estate in severalty. If said commissioners find said premises cannot be divided without manifest injury to the value thereof, it is ordered they appraise the same both subject to and free from the dower of said Margaret Phelps. And if his proceedings make due returns.

7964 Bridget E. Slattery.
Vs.
Jas. E. Slattery.

Court of Common Pleas Union County Ohio
June 9th. 1902

This case coming on to be heard Mary St John Administratrix of Slattery is granted leave to file answer within 30 days and cause continued.

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William M. Carlisle et.al.

7933 Vs. Court of Common Pleas Union County Ohio
George L. Gugle et.al. June 9th, 1902.

This day this cause was ordered by the Court to be left off the docket, and costs to be taxed against the plaintiffs for which execution is allowed to issue.

John H. Lingrel et.al.

7998 Vs. Court of Common Pleas Union County Ohio
Lily Lingrel et.al. June 9th, 1902.

This day on motion of the defendant by counsel this cause was continued at defendants costs for term.

Ida Gilbert.

7986 Vs Court of Common Pleas Union County Ohio.
Oscar Robinson. June 9th, 1902.

This day this cause was dismissed at plaintiffs costs, for which execution is allowed to issue.

D. W. Ayers Guard.

7981 Vs Court of Common Pleas Union County Ohio.
Eliza Webb et.al. June 9th 1902.

This day on motion to the Court the plaintiff was granted 30 days leave to amend petition, and cause continued.

The Southern Ohio Loan and Trust Co.

7857 Vs Court of Common Pleas Union County Ohio.
Anna A Howard et al June 9th, 1902.

This day this cause was continued by the order of the Court.

Witcraft, Dickinson & Richardson

7723 Vs. Court of Common Pleas Union County Ohio.
H. L. Green et al June 9th, 1902.

This day this cause was by the order of the Court continued

Robinson & Co

8027 Vs Court of Common Pleas Union County Ohio
Abe Brown June 9th, 1902.

This cause now coming on to be heard, and a Jury having been waived, was submitted to the Court upon the pleadings and the evidence; and the Court having heard the evidence in part, adjourned the further hearing of this cause until tomorrow morning at 9. o'clock A. M.

Earl Watts et.al,

8049 Vs Court of Common Pleas Union County Ohio
D. E. Miller June 9th, 1902.

This day this cause was continued by order of the Court.

8039 Robert L. Woodburn
Vs. Court of Common Pleas Union County Ohio.
Mary E. Robinson June 9th, 1902.
This day on motion of the plaintiff the Court grant leave to file reply and the same was filed and cause continued,

8048 The Globe Building and Loan Association Co
Vs. Court of Common Pleas Union County Ohio.
Charles F. Roush et.al. June 9th, 1902.
This day the Court grants leave to make the Marion Supply and Oil Co. party defendant herein to file answer instanter; and the Court also on motion grants leave for Merkel Bros. to answer instanter, and cause continued.

8067 W. E. Alinton,
Vs Court of Common Pleas Union County Ohio.
Stephen Bros. June 9th 1902
This day on motion of the plaintiff the Court grants 30 days leave for plaintiff to file petition, and cause continued.

8064. The State of Ohio on re. of John D. Mather,
Vs. Court of Common Pleas Union County Ohio.
William A. Wright. June 9th 1902.
This day on motion of the defendant leave was granted to answer instanter,

8071 Elizabeth Green,
Vs Court of Common Pleas Union County Ohio.
The Erie Railroad Co. June 9th 1902.
This day this cause was settled and dismissed at the costs of the plaintiff, for which execution is allowed to issue,

8074 The Union Central Life Insurance Company,
Vs, Court of Common Pleas Union County Ohio.
A. J. Miller Ex. et.al. June 9th 1902.
This day this cause came on to be heard upon the respective motions of the defendants herein to make the petition more definite and certain, and the same was submitted to the Court, whereupon the Court considers and sustains the said motions, and orders that the said plaintiff make its petition more definite and certain, to wit: 1st. By stating the serial number of the policy of insurance issued to the late James D. Haines. 2nd By stating the amount for which the said policy was issued. 3rd. By stating the amount of money it holds upon said policy, and the amount it is willing to pay into this Court in discharge of its liability. The Court grants said plaintiff leave to file an amended petition herein in thirty days and cause continued.

7840.

8069.

7840. J. L. Hornetal,
Vs Court of Common Pleas Union County Ohio
The Varuna Water Company. June 9th 1902.

The receiver herein, having heretofore filed his account of his distribution of the remaining assets of the said dissolved corporation, The Varuna Mineral Water Company, under a previous order of this court, and now appearing by his attorney and presenting the same for allowance; and it appearing by due proof of publication that he has given due notice of his intention to present said account to this court for allowance at this time and place; and it further appearing that the same is brief and not complicated, and that each of the creditors has been paid his due percent as ordered by the court upon the amount of his claim as determined and reported to this court by the referee herein, as is shown by their respective vouchers therefor filed in this court with said account, except that the dividend due A. G. Jones remains unclaimed by him, but has been paid into court as provided by statute shall be done in such case, as evidenced by the Clerk of Court's receipt therefor; and it appearing that the costs herein have been paid in full, and that nothing remains in the hands of said receiver; It is therefore considered by the court unnecessary to refer said account to a referee; and it appearing in due form and in regular order and in full compliance with the order of the court and the requirements of law, and no one appearing in court to object thereto, the court, upon due consideration thereof and of the vouchers and other evidence in relation thereto, finds said account to be correct and satisfactory, and the same is allowed; and it is ordered and decreed by the court that said account be final and conclusive upon all the creditors and stockholders of said corporation, and upon all persons having claims against or engagements with it; and this matter being fully settled, the said receiver herein is hereby discharged.

8069. Sarah A. Aller
Vs Court of Common Pleas Union County Ohio
Ezekiel Aller June 9th 1902.

This cause coming on for hearing this 9th day of June 1902, on the petition and the evidence, on consideration thereof, the court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for the year next preceding said date, and was at the time a bona fide resident of said County of Union; that the defendant was duly served with a summons and a certified copy of the petition on the 26th day of April 1902; that said parties were married as set forth in the petition; and that no children have been born of said marriage. The court further find upon the evidence adduced, that the defendant has been guilty of adultery and gross neglect of duty as alleged in the petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for in her petition. It is therefore adjudged and ordered by the court that the marriage contract heretofore existing between said Sarah A. Aller

and Ezekiel Aller be, and the same hereby is dissolved, and both parties are hereby released from the obligations thereof, and that the defendant be barred of all right of dower in the plaintiff's real estate; and that the plaintiff be restored to her former name of Sarah A. Phinney. It is further ordered and adjudged that the plaintiff have, possess and enjoy, as and for alimony, the personal property of defendant mentioned in the petition and now in her possession, and the further sum of One hundred dollars in money, for which amount judgment is hereby rendered and execution awarded if not paid. It is further ordered that plaintiff pay the costs herein taxed at $.

8072.

8068 Laura Perry; vs. Charles Perry; Court of Common Pleas Union County Ohio. June 9th 1902.

This cause coming on for hearing this 9th day of June 1902, on the petition and the evidence, on consideration thereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for the year next preceding said date, and was at that time a bona fide resident of said County of Union; that the defendant has been duly served by publication in the manner provided by law for constructive service in such cases, he being a non-resident of the State of Ohio, and that said service is complete, that said parties were married as set forth in the petition, and that no children have been born of said marriage. The Court further find upon the evidence adduced, that the defendant has been guilty of habitual drunkenness for more than three years last past and of gross neglect of duty towards the plaintiff, as alleged in the petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for in her petition. It is therefore adjudged and ordered by the Court that the marriage contract heretofore existing between said Laura Perry and Charles Perry be, and the same hereby is, dissolved, and both parties are hereby released from the obligations thereof; and that the plaintiff be restored to her maiden name of Laura Roush. It is further ordered that the plaintiff pay the costs herein taxed at $.

Appointment of Deputy Clerk.

To the Hon. Duncan Dow, Judge of the Court of Common Pleas of Union County Ohio.

State of Ohio Union County ss: This is to certify that I have this 9th day of June A.D. 1902 appointed Milton B. Caines as Deputy Clerk of Courts, and respectfully ask that his appointment be approved and confirmed.

Chas C. Penhorwood Clerk.

The foregoing appointment is hereby approved and confirmed this 9th day of June A.D. 1902. Duncan Dow Judge of Court of Common Pleas Union Co. O.

943

Whereupon came the said Milton B. Haines and accepted said appointment and subscribed to the following oath.
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
Milton Haines.
Sworn to and subscribed before me this 9th day of June A.D. 1902.
Chas. C. Penborwood Clerk.

Alma Kennedy.
8072. Vs. Court of Common Pleas Union County Ohio
Alta E. Kennedy, et al June 9th. 1902.
This day this cause came on for hearing on the petition of the plaintiff, on the promissory notes set forth in her petition with interest to the first day of this date, the sum of $376.06/100. The Court further finds that in order to secure the payment of said note the defendants Alta E. Kennedy and J.M. Kennedy her husband executed and delivered to said Alma Kennedy their certain mortgage as in the petition described and on the premisis therein described; the said mortgage was duly recorded in Book 40 page 341 of records of mortgages of Union County Ohio, and is a good and valid lien on said premises described in the petition. and that the conditions of said mortgage have been broken, subject to the claim of the Citizens Home and Savings company, as set forth in their answer and cross petition herein filed. It is therefore ordered by the Court that the plaintiff recover from defendants Alta E. Kennedy and Joseph M. Kennedy the sum of $376.06 as heretofore found due, and it is further adjudged that unless the said defendants Alta E. Kennedy and Joseph M. Kennedy shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the said sum of $376.06 and subject to the claim of the Citizens Home and Savings company, the defendants equity of redemption be foreclosed, and said premises be sold. and that an order of sale issue therefor to the Sheriff of Union County Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further orders.

State of Ohio Indictment for Selling intoxicants on Sunday
Vs. Court of Common Pleas, Union County, Ohio.
9473 John Sagr. June 9th, 1902.
This day it was ordered by the Court that this cause be reinstated on the docket and that capias issue for the defendant returnable forthwith.

8028 The Village of Marysville,
Vs.
The Cleveland, Cincinnati, Chicago and St. Louis Railway Co,

Court of Common Pleas, Union County, Ohio.
June 9th, 1903,

This day this cause was settled by the parties upon the payment by the defendant to the plaintiff of the sum of Twelve Hundred and Thirty-four and 32/100 Dollars, in full of plaintiffs claim herein, and in full of all claim or claims of plaintiff for the lighting of Railway crossings up to this date; and at the defendants costs, for which judgment is rendered.
It is therefore considered by the Court that the plaintiff recover of the defendant its costs herein expended taxed to $— for which execution is allowed to issue,

8051

Mandate from Supreme Court, which said Mandate is in the words & figures following:—
Supreme Court of the State of Ohio.

7633 The State of Ohio, City of Columbus, January Term, A.D. 1902, to-wit, May 6th, 8027

Dorothea Pfarr
Vs. No. 7131
The Board of Commissioners of Union Co. et. al,

Error to the Circuit Court of Union County,

This cause came on to be heard upon the transcript of the record of the Circuit Court of Union County and was argued by counsel, On consideration whereof, it is ordered and adjudged by this Court, that the judgment of the said Circuit Court be, and the same is hereby affirmed; and it appearing to the Court that there were reasonable grounds for this proceeding in error, it is ordered that no penalty be assessed herein, It is further ordered that the defendant in error recover from the plaintiff in error its costs herein expended taxed at $.
Ordered that a special Mandate be sent to the Circuit Court of Union County, to carry this judgment into execution,
I, Lawson E. Emerson, 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 13th day of May, A.D. 1903,
(Seal) Lawson E. Emerson, Clerk — By J. G. Obermeyre, Deputy.
State of Ohio, City of Columbus. — Supreme Court of Ohio.
To the Honorable Circuit Court, within and for the County of Union, Ohio, Greeting:—
We do hereby command you, that you proceed, without delay to carry the within and foregoing judgment of our Supreme Court of Ohio, in the cause of Dorothea Pfarr Vs. The Board of Commissioners of Union County et. al, into execution, the petition in error herein and heretofore granted, to the contrary notwithstanding,
Witness, Lawson E. Emerson, Clerk of our said Supreme Court of Ohio at Columbus, Ohio this 13th day of May, 1903 — (Seal) Lawson E. Emerson, Clerk, By J. G. Obermeyre, Deputy.

Court adjourned to Tuesday, June 10th, 1903,

Tuesday, June 10th, 1902, Court convened at 9 o clock A. M.
Present, Hon. Duncan Dow, Judge

8051 J. M. Kenney,
Vs. Court of Common Pleas Union County Ohio
A. H. Dean. June 10th 1902.

Now comes the defendant herein and by Porter and Porter his attorneys asks and obtains leave of the Court to file an answer in this cause within sixty days.

8027 Robinson and Company
Vs. Court of Common Pleas Union County Ohio.
Abe Brown, June 10th 1902.

This day came the parties and their attorneys and settled this cause as follows, 1st, The defendant is to pay the plaintiff the sum of One hundred dollars, and the same is paid, 2nd, The defendant is to turn over and deliver to the plaintiff all the property named in the Chattle mortgage (except the 3 head of horses, which the defendant is to have and retain) 3rd, The plaintiff is to deliver to defendant the notes described in the petition, 4th, Each party is to pay costs made by it, 5th, This agreement is approved by the Court and it is ordered and adjudged that the defendant deliver to the plaintiff all the property described in the chattle mortgage except the horses, and it is further adjudged that the plaintiff deliver to defendant the notes described in the petition, and it is further adjudged that the plaintiff pay the costs made by it including witnesses and that the defendant pay the costs made by him, including his witnesses, and execution is ordered therefor.

To the Honorable Duncan Dow, Judge of the Court of Common Pleas, Union County Ohio.
We the undersigned Trustees of the Law Library Association beg leave respectfully recommend for your appointment as Librarian of said Association, Chas. C. Penhorwood.
C. H. Porter, Robt McCrory Trustees.

In The Matter of the County Law Library Association
It having been requested by the Board of Trustees of Union County Law Library association; and the said Trustees having recommended Chas. C. Penhorwood, as a suitable person for Librarian the Court hereby appoints the said Chas. C. Penhorwood 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 Five Hundred Dollars per annum to be paid out of the County Treasury of said County; payments of $125.00 to be made each quarter.

8063. Jennie Keller.
Vs Court of Common Pleas Union County Ohio. 8050.
Isaac A Keller June 10th 1902.

This day this cause came on to be heard upon the pleadings of plaintiff and testimony of Witnesses, the defendant being in default for pleadings, and the Court being fully advised in the premises do find for the plaintiff, 1st. That she has been a resident of the State of Ohio for more than a year last past, and is now a bona fide resident of Union County. 2nd. That due service of notice was had upon the defendant. 3rd. That the defendant has been guilty of habitual drunkenness for more than three years last past. It is therefore ordered and adjudged by the Court that the plaintiff have a complete divorce from the defendant, and each party released from the obligations thereof and recover her costs herein expended and

Patrick C. Dea.
7952. Vs. Court of Common Pleas Union County Ohio.
The Natl Masonic Provident Asson., June 10th 1902. 5638.

This day this cause came on to be heard upon Defendant's motion to dismiss this case for want of prosecution and upon Plaintiffs motion for leave to file amended petition herein instanter and said motions were submitted to the Court, Whereupon on consideration thereof, the Court overrules said motion to dismiss, and sustains said motion to file Amended Petition, and the same is accordingly filed. To which rulings of the Court the Defendant, by its Counsel excepts, and the said Defendant is granted leave to plead to said Amended Petition in sixty days and cause continued

Certificate from Sheriff Pay.

Sheriffs Office Union County Ohio. Marysville O. June 10th 1902
To the Hon Duncan Dow, Judge:

The Court Charges for the March Term A.D. 1902 Union County Common Pleas are due for services rendered, and are as follows.

To serving Grand Jury Venire	$ 4,50
" " " Special Grand Jury Venire	$ 4,50
" " " Petit " "	$ 4,50
" " " " Jury Venire	$ 4,50
" " " Grand Jury Witnesses 52.	$ 5,20
" Making 53 Copies Grand Jury Witnesses	$ 5,30
" 207 Miles travel " " " "	$ 16,56
" Calling 52 Grand Jury Witnesses	$ 2,60
" J. N. Lawrence 16 days as Bailiff	$ 32,00
" Allen Haines " " " "	$ 32,00
Total	111,66

I hereby certify the above bill to be correct.
S. F. Burnham Sheriff

To the Clerk of the 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

8050. William A. Phelps,
Vs. Court of Common Pleas Union County Ohio.
Keziah Moffitt. June 10th. 1902.

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 meles and bounds, without manifest injury to the value thereof, and that the commissioners have appraised said premises free from the dower of said Margaret Phelps, at $1500 the court finds the said return and proceedings in all respects in conformity to the law and the orders of this court, and do approve and confirm the same. And thereupon, neither of the parties electing to take said premises at their appraised value, it is on motion of the plaintiff ordered that said premises, be sold at public auction free from the said dower on the premises, to be sold on Premises for cash, and that said sheriff return his proceedings to this court without delay.

5638. George Crandall,
Vs Court of Common Pleas Union County Ohio
Jasper Woodworth et al. June 10th. 1902.

This cause now coming on to be heard on the motion of George Crandall plaintiff herein, for leave to Robert McCrory, custodian of a balance of $448.67 of the estate of Asel Woodworth deceased, to pay the same unto the Clerk of this court for said estate, and for an order of this court for the equal distribution of said money among the heirs of said Asel Woodworth according to a former order in this case, upon due consideration thereof by the court it is ordered and adjudged, that Robert McCrory pay said sum of $448.67, to the Clerk of this court, and that after the costs of this proceeding is paid, that the Clerk distribute said sum equally among the following persons, in the following proportions to wit:
To George Crandall the one equal thirteenth part thereof, 1/13.
" Jasper Woodworth " " " " " " " " ".
" Benjamin " " " " " " " " " " ".
" Reuben " " " " " " " " " " ".
" Alonzo " " " " " " " " " " ".
" Charles " " " " " " " " " " ".
" William " " " " " " " " " " ".
" John F, " " " " " " " " " " ".
" Allen " " " " " " " " " " ".
" Sarah Morse " " " " " " " " " ".
" Cynthia Bates " " " " " " " " " ".
" Imogene Moran " " " " " " " " " ".
" Asa Lee " " " " Thirty ninth " " 1/39.
" Clara Kennedy " " " " " " " " " ".
" Emma Bales " " " " " " " " " ".

8080 The Union Banking Co.
Vs. Court of Common Pleas Union County Ohio
J. S Gregg et al

This day came the plaintiff by its attorney; also came James McCambell, an attorney at law of this court, on behalf of the defendants, and by virtue of a warrant of attorney duly executed by said defendants and now produced to the court, and a copy of which is filed with the Clerk of this court, entered the appearance of said defendants waived the issuance and service of process in this action, and, with the assent of the plaintiff confessed that the said defendants are justly indebted to the said plaintiff in the sum of Two hundred and seventy seven and 50/100 dollars; and also released and waived all exceptions, Errors, and right of appeal herein. It is therefore considered by the Court that the said plaintiff recover from said defendants the said sum of Two hundred and seventy seven 50/100 dollars, together with the costs herein expended, taxed, at $ 8059 8066

8058 The Trustes of Claibourn Township Union County Ohio
Vs. Court of Common Pleas Union County Ohio.
William C. Tanner June 10th. 1902.

The plaintiffs herein appearing by their attorney, John F. Millar, this cause came on and was heard upon the petition and the evidence, and the argument of said counsel; and the court, upon due consideration thereof, finds that the defendants William C. Tanner, Charles Tanner, and Rebecca J. Thompson, are non residents of this State, and that they have been duly served by publication in the manner provided by law, for Constructive service upon non residents; and that the other defendants are residents of this County, and have been duly served with summons herein; and that each and all of said defendants are in default for answer and demurrer to the petition herein. The court further finds from the evidence that the allegations of the plaintiffs petition are true; that at the time of the commencement of this action the plaintiffs were in possession of the real property described in the petition, and that they had and hold the legal estate therein, and were and are entitled to the possession thereof; and that neither the defendants nor any of them have any estate in, nor are they or any of them entitled to the possession of, said real estate or any part thereof; and, that the plaintiffs ought to have their title and possession quieted as against each and every one of said defendants, as prayed for in their petition herein; It is therefore ordered, adjudged and decreed by the court that the title of the plaintiffs to and their possession of the premises in the petition described be, and the same hereby are quieted as against the defendants, and each of them, and all persons claiming under them or any of them; and the said defendants, each and every one of them, and all persons claiming under them or any of them, are hereby forever enjoined from setting up any claim to said premises or to any part thereof adverse to the title 8048

and possession of the plaintiffs, or their successors or assigns, thereto, or in any manner interfering with their use, control and management thereof. It is ordered that plaintiffs pay the costs herein, taxed at $.

J. M. Kennedy,

8059 vs Court of Common Pleas Union County Ohio.

Ella E. Kennedy, June 10th 1902.

This day on motion of the plaintiff leave was granted the plaintiff to file amended petition and the same was filed.

Ella Withrow,

8066 vs Court of Common Pleas Union County Ohio.

Robert Withrow, June 10th, 1902.

This day this cause came on to be heard on the pleadings and the evidence; and the Court having heard the same this cause was continued for judgment until next term.

The Globe Building and Loan Association Company.

8048 vs. Court Common Pleas, Union County, Ohio,

Charles F. Roush et. al June 10th, 1902,

This cause now coming on for hearing on the petition of the plaintiff, the answer and cross-petition of the defendants, The Economy Supply Company, The Pure Petroleum Product Company, Merkle Brothers, and The Marion Supply and Oil Company, and the rendered, the Court find that the said defendants, Charles F. Roush and Barbara C. Roush have each been duly served with summons, in this case, and that they each are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, The Court further find that the defendants has failed to pay the plaintiff the installment of dues, premiums, interest and insurance, as in the petition set forth, and that there is due to said plaintiff to the date of this decree the sum of Eleven Dollars and Eighteen Cents ($11.18) for interest, the sum of Three Dollars and Seventy-two Cents ($3.72) for premiums, and the sum of Twenty-six Dollars and Twenty-five Cents ($26.25) for insurance, making in all, together with the amount of principal remaining due, the sum of $236.33. The Court further find that in order to secure the regular payment of said dues, interest, premium and other installments, as well as those hereafter to become due, the said Charles F. Roush and Barbara C. Roush, his wife, executed and delivered to this plaintiff their certain mortgage deed in the petition described and on the premises therein described; that said mortgage was on the 8th day of June, 1897, duly recorded in Volume 40, Pages 61 and 62 of the Records of Mortgages of Union County, Ohio, and that the same is a good, valid and first lien on the premises described in the petition.

It is therefor considered by the Court that unless the said defendants shall within three days from the entry hereof, pay, or cause to be paid, to the said plaintiff the said sum of $236.33 so found due, and to the Clerk of this Court the costs, taxed herein, at $—. the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, adver-

tive and sell said premises as upon execution, and return his proceedings to this Court for further order.
For good cause shown German publication dispensed with.

Elizabeth A. Drew - Plaintiff.
8071 Vs. Court Common Pleas, Union County, Ohio.
The Erie Railroad Company - Defendant. June 10th, 1902.

This day this cause came on to be heard on the application of the defendant herein to withdraw the removal papers heretofore filed herein and by order of the Court, and the consent of the plaintiff the same application is granted, and the removal papers heretofore filed herein are withdrawn, Thereupon for a valuable consideration the plaintiff having fully settled her cause of action stated in her petition acknowledges full satisfaction for the same in open Court, and at the costs of the plaintiff (except costs of removal papers) Petition dismissed and no record, It is therefore considered, ordered and adjudged that the defendant recover the costs herein taxed at $—.

State of Ohio. Indictment for Selling Intoxicants on Sunday,
973 Vs. Court of Common Pleas, Union County, Ohio.
John Sage. June 10th, 1902.

This day it was ordered by the Court that upon the arrest of the defendant, the Clerk of this Court is authorized to take his recognizance for appearance on first day of next term in the sum of $200.00.

Robert McCrory, Executor of John Crottinger, deceased — Plaintiff.
8061 Vs. Court of Common Pleas, Union County, Ohio.
Harriett S. Patch and D. B. Patch — Defendants. June 10th, 1902.

Now comes the plaintiff by his Attorney and the defendants bring in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, And the Court find that the defendants, Harriett S. Patch and D. B. Patch, are indebted to the plaintiff as such Executor of the estate of John Crottinger, deceased, in the sum of One Hundred Dollars, with interest thereon from the 8th day of March, 1890, at the rate of 8 per cent. per annum payable semiannually to the — day of June, 1902, It is therefore considered by the Court that the said plaintiff recover from the said defendants the sum of $227.88 with interest at the rate of 8 per cent. per annum from the 8th day of June, 1902, and his costs herein expended taxed at $—,

In the Matter of the estate of
Isaac Brodrick

This day R. L. Woodburn Administrator of the estate of Isaac Brodrick deceased, appeared in open Court and presented an account of the payments made and of the delivery over to the persons entitled thereto, of the money and other property in his hands as required by the order of distribution heretofore made. Said account being proved to the satisfaction of the Court, and verified by the oath of said R. L. Woodburn: it is ordered that the same be and hereby is allowed as

his final discharge. Said Administrator and his sureties are therefore forever exonorated from all liability under said order of distribution, unless his account be impeached for fraud or manifest error. It is further ordered that said account and this proceeding be recorded in the records of the Probate Court and that said R. L. Woodburn pay the costs herein taxed at $ within ten days. (Costs Paid.)

It is ordered that all cause, matters and motions now pending in this Court not otherwise disposed of, be, and the same hereby are continued to the next term thereof.
The present Term of this Court was begun on the 17th day of March, A.D. 1902, and continued from day to day and from time to time by regular adjournments, until this 10th day of June, A.D. 1902, and is now adjourned without day.

Attest: Chas Timberwood, Clerk

In Vacation.

8094 James S. Smith
Vs.
Merlon Smith

Court of Common Pleas, Union County, Ohio,
Aug 13th, 1902,

Now comes James S. Smith the plaintiff herein and voluntary dismisses this his action herein, and pays the costs of this suit. The Clerk is directed to make entry accordingly,

James S. Smith,

8077 J. M. Kennedy —
Vs.
William M. Tilsworth.

Court of Common Pleas. Union County, Ohio.
Aug. 14th, 1902,

Dismissed by plaintiff at cost of plaintiff.

J. M. Kennedy, Atty.

Edward Clark — Plaintiff
8055 Vs.
Erie Railroad Company - Defendant.

Court of Common Pleas. Union County, Ohio.
Aug. 8th, 1902,

This cause having been fully settled by the plaintiff receiving full satisfaction from the defendant for the claim made in his petition herein, the above action is dismissed by the plaintiff at the plaintiff's costs. It is therefore considered, ordered and adjudged that the defendant recover its costs herein taxed at. $ —. H. V. Spicer, Atty for Plaintiff.
D. W. Ayers, Atty for Defendant.

Order to Draw Jury

Filed Aug. 16th, 1902,

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County, Ohio, shall on the 18th day of August, A. D. 1902, cause to be drawn according to law the names of fifteen persons to serve as Grand Jurors, and the names of fifteen persons to serve as Petit Jurors at the next term of said Court, commencing on the 15th day of September, A. D. 1902,

Said Grand Jurors to appear on the 15th day of September, A. D. 1902 at 9 o'clock A. M, and the said Petit Jurors to appear on the 22 nd day of September, A. D. 1902, at 9 o. clock A. M.

Duncan Dodd, Judge of the Court of Common Pleas of said Union County, Ohio,

September Term, 1902,

8090.
Entry.

The State of Ohio,
Union County ss,

This 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 September Term, A. D, 1902, held at the Court House in the Village of Marysville, County and State, aforesaid, was begun on September, 15th, A. D, 1902,

Present: Hon. Duncan Dow, Judge,
Simon F. Burnham, Sheriff.
Attest: Chas. E. Pinkerwood, Clerk

The Venire Facias for a Grand Jury heretofore issued and returnable this 15th day of September A. D, 1902, at 10 o'clock A. M, was duly returned by the Sheriff with his endorsement thereon as follows, towit:-

The State of Ohio, Union County ss- Sheriff's Office, Sept. 9th, 1902,

On the 18th day of August, 1902, I received this Venire and served same on the several persons therein named, at the time and in the manner placed opposite their names endorsed hereon,

				(Mileage)
1	Andrew Baker,	Aug. 23rd,	By mail,	40.
2,	Hilliam Holtman	" 23rd,	" "	24,
3	Lynn Bellus	" 22nd,	Personal	0.
4	Fred J. Auer	" "	Residence	0.
5	John N. Hendricks	" 20th	By mail	34.
6	Preston Jolley	" 19th	" "	34.
7,	James Cutter	" 25th	" "	32,
8.	J. S. Evans	" 21st.	" "	20.
9,	Nathan Howard	" 19th	" "	14,
10	Robert G. Maskill	" 19th	" "	16,
11	T. S. Robinson	" 21st,	" "	16.
12	Earl Curry	" 21st.	" "	18.
13	Philip Vanderau	" 22nd,	Personal	0.
14	Mc D. Thompson	" 18th.	By mail	10.
15	Harvey Blue	" 25th.	" "	44,

S. F. Burnham, Sheriff.

And upon calling the same in open Court all of the above named persons appeared in answer thereto, except Earl Curry and Harvey Blue, who were excused by the Court for good cause shown; and the panel being incomplete the Sheriff was ordered to complete the same, which was done by empanelling Charles Murdock and Safe Mullen as talesmen, and the panel being now complete, the Court appointed James Cutter, foreman, who 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.

Orleane Brown

8090. Vs. Court Common Pleas, Union County. Ohio

Entry. Mary J. Edge, et, als, Sept, 15th, 1902.

And now this cause coming on to be heard upon the petition of Orleane Brown, and the evidence the Court find that said William Benson, deceased named in the petition herein at the time of his deceare left of money and chattles more than sufficiant to pay all of his indebtedness: And that the Court further find that all of the defendants herein to-wit: Mary J. Edge and Ranson Edge her husband Jemima Morgan, John A. Benson, Flora Kelly and George Kelly her husband, Elijabeth Edwards, and George Edwards her husband Sarah Heath, and Douglass her husband, Isabella Benson, Emory Kilbury an infant of the age of Eight-years - Lydia Bell Kilbury an infant of the age of Five years, and John Kilbury as Guardian of said Emby Kilbury, and Lydia Bell Kilbery and Lewis Brown husband of Orleane Brown (plaintiff) have had due notice of pendency and demurrer of said petition. Whereupon, the Court further find that the plaintiff and the defendants hereafter named are tenants in Common in the Estate dscribed in this petition: that the plaintiff Orleane Brown has a legal right to the one tenth (1/10) thereof: The defendants, Mary J. Edge has a legal right to the one tenth (1/10) thereof. John A. Benson has a legal right to the one tenth (1/10) thereof; Jemima Morgan has a legal right to the One tenth thereof: Flora Kelly has a legal right to the one tenth thereof: Elijabeth Edwards has a legal right to the one tenth thereof: Sarah Heath, has a legal right to the one tenth thereof: Lucy Benson has a legal right to the one tenth thereof: Isabella Benson, has a legal right to the One tenth thereof: That Emory Kilbery, has a legal right to the One twentieth thereof: and that Lydia Bell Kilbery has a legal right to the One Twentieth thereof: and that the plaintiff is entitled to have partition of said Estate made as prayed for in her petition. It is therefore ordered and adjudged and decreed that partition of said Estate be made in favor of all the parties interested, and Cyrus Zimmerman Charles McCune and John D Adams, three Judicious and disinterested freeholders of the vicinity are hereby appointed to make the same. And it is ordered that if said Estate is entire and can not be divided by metes and bound that said Estate be appraised.

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 herein before severally found entitled and of his proceedings herein the Sheriff is ordered to make due returns

D. W. Ayers Atty for Pltff.

H.D.W. Ayers, Guardian
Vs. Court of Common Pleas, Union County, Ohio.
7981. Eliza Wolf. et. al. Sept. 15, th 1902.
Entry. This day on motion of the defendant leave was granted to file demurrer to the 2nd amended petition and the same was filed.

James W. Lance Admr. of the Estate of Jol. Scott.
Vs. Court Common Pleas. Union County, Ohio
6707. Martin Turner, et. al. Sept, 15th, 1902
Entry. This day cause came on to be heard upon the motion of plaintiff for reinstatement of said action upon the docket and for an order of sale. Upon consideration of which said cause was this day reinstated. and said order of sale is hereby granted.

Kora Bicket
8036. Vs. Court Common Pleas, Union County, Ohio.
Entry. Laurinda Seeley. et. al. Sept, 15th, 1902.
This day on motion of the defendant, it was ordered by the Court that the plaintiff give security for costs within sixty days and cause continued.

Frances R. Powers. et. al,
8026. Vs. Court Common Pleas, Union County. Ohio.
Entry. Jacob Shryer. et. al. Sept. 15th, 1902.
This day this cause was settled and dismissed and all costs paid.

The Marion Manufacturing Company, a corporation of Ohio.
8045 Vs. Court Common Pleas. Union County. Ohio.
Entry. J. William Powell and Alice Powell. Sept, 15th, 1902.
It appearing to the Court that the real estate heretofore ordered sold herein has been twice advertised and offered for sale under the present appraisement, and still remains unsold for want of bidders. now. on motion of the plaintiff, the said appraisement is hereby set aside. and it is ordered that a new one be made, and that a new order of sale issue to the sheriff of Union County, ordering him to appraise, advertise and sell said premises according to law. and report his proceedings to this Court.

8049. Earl Watts. et. al.
Entry. Vs. Court of Common Pleas. Union County. Ohio.
D. E. Miller. Sept, 15th, 1902.
This day on motion of the defendant leave was granted to file answer herein and the same was filed.

8048
Entry.

8052
Entry.

The Globe Building & Loan Association Company.

8048 Vs. Court Common Pleas. Union County, Ohio.

Entry. Charles F. Rousch. et.al. Sept. 15th 1902.

On Motion of the Plaintiff and on its producing the return of the Shiriff of the sale made under the former order of this Court: and the Court. on careful examination of the proceeds 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 proceeds and sale be. and they are hereby, approved and conformed.

And it is further ordered that the said Sheriff convey to the purchaser, the Globe Building & Loan Association Company, by deed. according to law, the property so sold: and the said purchaser is hereby subrogated to all the rights of the said lien-holders. in said premises, so far as they may be paid herein. for the protection of its title; and a writ of proceeding is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgages herein sued on to be entered upon 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 Three Hundred Dollars ($300, 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 Fifty nine 29/100 Dollars $59, 29.

Secondly:- The costs of this case taxed at Fifty Two Dollars and Six Cents ($52, 06).

And the Court finds that there is due to the Plaintiff up to the present time on the Mortgage set up in the petition, the sum of Two Hundred and Thirty Eight Dollars and Twenty Three Cents ($238, 23). and that said sum is the next best lien on the said premises: it is therefore ordered that the said Sheriff pay-

Thirdly:- To the said plaintiff, or D. B. Ulrey, its attorney, the Sum of Two Hundred and Thirty Eight Dollars and Twenty Three Cents. ($238, 23).

And there still remainning due to the said. The Globe Building and Loan Association Company the sum of Forty nine Dollars and Fifty eight Cents ($49, 58). execution is awarded against the said Charles R. Rousch and his wife. Barbara C. Rousch. therefor.

Daisy L. Parrish

8052 Vs. Court Common Pleas, Union County. Ohio.

Entry. John J. Parrish Sept. 16th. 1902.

This day this cause was settled and dismissed and all costs paid.

8073.
Entry.

Appointment of Bailiffs

Court Common Pleas, Union County, Ohio.

September Term, 1902.

It is ordered by the Court of Common Pleas, in and for Union County Ohio. that Joseph W. Lawrence and Allen Haines, be. and they are hereby appointed Court Bailiffs to serve during the present Term of this Court or until the Court shall otherwise direct: and as such Bailiffs they shall preserve order in the Court room, open and adjourn Court. impanel Juries, except in capital cases, and discharge such other duties as the Court may from time to time direct: thereupon in open Court came the said Joseph W. Lawrence and Allen Haines, and accepted said appointment and took the oath of office to faithfully and impartially preform the duties of said appointment.

Duncan Dough Judge of Court.

6707. Entry.

James M. Lance, Admr of the Estate of Jof Scott, deceased.
Vs.
Martin Turner, et al.

Court Common Pleas, Union County.
Sept. 15th. 1902.

This day this cause came on to be heard upon the motion of plaintiff for reinstatement of said action upon the docket and for an order of sale. Upon consideration of which said cause was this day reinstated, and said order of sale is hereby granted.

8089 Entry.

8086 Entry.

Lou Yoder by A. Yoder.
Vs.
E. W. Moore.

Court Common Pleas. Union County, Ohio.
Sept. 15 th. 1902.

8104. Entry.

This day on motion of the defendant leave was granted to answer herein in 20 days.

8103. Entry.

Alfred L. Rogers.
Vs.
John Lafontain et. al.

Court Common Pleas, Union County. Ohio
Sept. 15 th. 1902.

8082. Entry.

This day on motion of the defendant leave was granted to amend his answer in 15 days.

8096 Entry.

Don H. Burnham
Vs.
Debbie R. Burnham.

Court Common Pleas. Union County Ohio.
Sept. 15 th. 1902.

8074 Entry.

This day this cause was settled and dismissed and all costs paid.

8102 Entry.

Mary J Layton
Vs.
Daisy L Parrish et. al.

Court Common Pleas, Union County. Ohio
Sept, 15th, 1902.

8067 Entry.

This day the claim of plaintiff and the costs of this case having been paid; the same is dismissed.

8073. Entry. Matilda Arty
Vs. Court Common Pleas. Union County. Ohio.
Noah Arty. Sept. 15th, 1902.

This day this cause came on to be heard upon the petition and the evidence the defendant being in default for answer or demurrer. Whereupon the Court find that the defendant has been guilty of extreme cruelty and gross neglect of duty as alledged in the petition. It is therefor ordered by the Court that the marriage contract heretofore existing between Matilda Arty and Noah Arty be. and the same is hereby dissolved and both parties released from all obligations of the same. It is further ordered by the Court that the defendant be barred of all claim of dower in the property of the plaintiff: and that the plaintiff be restored to her former name of Matilda Bice. It is further ordered that the plaintiff pay the costs of this action.

8089 Entry. The Montgomery Hammond Co.
Vs. Court Common Pleas. Union County. Ohio.
W. P. Wolf. Sept 15, th 1902.

This day this cause was dismissed at plaintiff's costs for which judgment is rendered.

8086 Entry. H. C. Hamilton
Vs. Court Common Pleas. Union County. Ohio.
Emma VanWinkle et. al. Sept. 15th, 1902.

This day on motion of the defendants leave was granted to answer in 15 days.

8082. Entry. Narcissa Davis et. al,
Vs. Court Common Pleas. Union County. Ohio.
A. B. Wright et. al. Sept, 15th, 1902.

This day this cause was settled and dismissed and all costs paid.

8074 Entry. The Union Central Life Insurance Co.
Vs. Court Common Pleas. Union County, Ohio.
A. J. Miller Ex. Et. al. Sept, 15th, 1902.

This day on motion of Barney Crevison by his Attorney leave was granted him to plead herein in ten days.

8067 Entry. W. E. Hinton
Vs. Court of Common Pleas. Union County, Ohio
Stephen Bros. Sept. 15th, 1902.

This day on motion of the plaintiff leave was granted to file petition herein within five days.

8083. Entry. Fairbanks Morse & Co. Vs. B. E. Baker. Court of Common Pleas, Union County. Ohio. Sept. 15th. 1902.

This day on motion of the defendant leave was granted to answer in five days.

8065 Entry. Chas A. Liggett. Vs. Ida M. McKitrick et al. Court Common Pleas, Union County, Ohio. Sept. 15th. 1902.

This day on motion of the defendant leave was granted to file answer and the same was filed.

8114. Judgment Entry. D. B. Hale. Vs. Sherby C. Moots. Court Common Pleas. Union County Ohio. Sept. 15th, 1902.

This day came the plaintiff, by his attorney: also appeard in open Court, for and on behalf of said defendant. W. S. Plum 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 the sum of Two Hundred Forty-Five dollars and eighty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Two Hundred Forty Five dollars and eighty cents, being the amount of said note with interest computed at six per cent. per annum, from the 26 day of June A. D. 1902. and also costs herein expended, taxed at $.

8066 Entry

Appointment of Deputy Recorder.

Appointment of Deputy Recorder

To the Honorable Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio:- This is certify that I have this, 15th. day of September, A.D. 1902. appointed Sarah J. Andrews, Deputy Recorder, and respectfully ask that said appointment be approved.

John J. Andrews, Recorder.

The ~~above~~ appointment of Sarah J. Andrews as Deputy Recorder of Union County, by John J. Andrews, the County Recorder of said County is hereby approved and confirmed this 15th, day of September. A. D. 1902.

Duncan Dow. Judge.

Whereupon came the said Sarah J. Andrews, and accepted said appointment and subscribed to the following oaths:- I do solemnly swear that I will support the constitution of the United States, and the constitution of the State of Ohio. and that I will faithfully discharge the duties of the office of Deputy Recorder, to which I have been appointed, according to law, and to the best of my ability.

(Seal)

Sarah J. Andrews.

Sworn to and subscribed before me this 15th, day of Sept, A.D. 1902. Chas Cleinhomood Clerk

8050. William A Phelps.
Vs. Court Common Pleas Union County, Ohio.
Keziah R. Moffett et.al. Sept 15th. 1902.

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 the examination that the same have been in all respects according to law, the said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to George B. Handly, the purchaser, free of the dower Estate of Margeret Phelps, widow of the said Theadore Phelps, deceased.

It is further ordered that the Sheriff, out of the proceeds of sale, pay.

First- to the treasurer of Union County, $11 15/100 being the taxes and penalty due on said premises.

Secondly- To the Clerk of this Court the costs of this action, including a counsel fee of $50.00 to H.V. Spicer, for his services herein, taxed at $127 99/100

Thirdly; to the said Margeret Phelps, widow of the said Theadore Phelps, in lieu of her dower, the sum of $100.

Fourthly— to the plaintiff, William A. Phelps, the one seventh of the balance to-wit: the sum of $108 78/100 to each of the defendants, Keziah R. Moffett, Sarah J. Cahill, Sebastus Phelps, Spencer Phelps, and Dorothy Rickman the sum of $108 78/100, and to each of the defendants, Frank Quillen Lou Quillen the one fourteenth of the said balance to-wit- $57. 39/100.

8066 Entry

Ella Withrow
Vs. Court of Common Pleas, Union County, Ohio
Robert Withrow Sept. 15th 1902.

This day the Court having formerly heard the evidence in this case; and the defendant being in default for answer and demurer, the Court finds that the defendant has been guilty of gross neglect of duty as alleged in the petition. It is therefore ordered by the Court that the marriage contract heretofore existing between Ella Withrow and Robert Withrow be, and the same is hereby dissolved, and both parties are released from all obligations of the same. It is further ordered by the Court, that the plaintiff be awarded the custody, care, education and control of the minor Chiedren of the parties hereto, until the further order of this Court; and that the plaintiff pay the costs of this action

Court adjourned to Tuesday Sept. 16th, 1902,

Tuesday Sept. 16th, 1902, Court convened at 9 o'clock A. M.
Present, Hon. Duncan Dow, Judge.

Edward E. Cole
Vs. Court Common Pleas, Union County, Ohio
7749. Mary J. Jewell et.al. Sept. 16th. 1902.
This day this cause was settled and all costs paid:
and this cause is therefore dismissed by order of the Court.

J. M. Kennedy.
8059. Vs. Court Common Pleas, Union County, Ohio
Alta E. Kennedy. Sept. 16th, 1902.
This day this cause came on to be heard upon the motion of the defendant for alimony pendente lite in this case; whereupon the Court on consideration of the same, orders that the defendant be allowed the sum of $25.00 payable by the plaintiff to the defendant within 30 days.

Henry Kress
8053. Vs. Court Common Pleas, Union County, Ohio.
John Woelfe. Sept. 16th, 1902.
This cause being submitted to the Court on the motion of defendant filed herein The Court on consideration thereof do order that unless a new bond for appeal with security to the acceptance of the Clerk of this Court be given in the sum of $350. within ten days from the entry hereof the appeal in this case will be dismissed, and ten days is allowed for filing petition.

Court Adjourned to Wednesday Sept. 17th. 1902.

973.

Appointment of Court Stenographer

7998.

8090

Wednesday Sept. 17th, 1902. Court convened at 9 o'clock. A.M.
Present, Hon. Duncan Dow. Judge.

State of Ohio
973. Vs. Court Common Pleas. Union County. Ohio.
John Page Indictment for Selling Intoxicants on Sunday.
Sept. 17th, 1902.

The defendant having at a former term of this Court entered a plea of guilty to the Indictment in this case, was this day brought before the Court for sentence.
And the Court being fully advised in the premises: it is therefore adjudged by the Court that the said John Page pay a fine of five dollars and the costs of this prosecution: and that he stand committed to the Jail of Union County until the amount of the said fine and costs are paid. or secured to be paid, or he be otherwise legally discharged.

Appointment of Court Stenographer.

Appointment of Court Stenographer. It is hereby ordered by the Court of Common Pleas of Union County. Ohio, that Annie McCrory be. and she is. hereby. appointed official Court Stenographer of said Court for the term of three years from the date of this entry: or until her successor is appointed and qualified.
Approved this 17th. day of September, A.D. 1902.
Duncan Dow. Judge.

Whereupon came the said Annie McCrory, and accepted said appointment and subscribed to the following oath:-
I do solemnly swear that I will faithfully and impartially discharge the duties of Court Stenographer, to which I have this day been appointed. according to law. and to the best of my ability.
Annie B. McCrory.
Sworn to and subscribed before me this 17th day of September, A.D.
Duncan Dow, Judge of Court of Common Pleas.

John H. Lingrell et.al.
7998. Vs. Court Common Pleas. Union County. Ohio.
Lily Lingrell et.al. Sept. 17th, 1902.

This day this cause came on to be heard upon the pleadings and the evidence; and the Court having heard the testimony adduced in part; said cause was continued until tomorrow at 9 o'clock.

Orlena Brown
8090 Vs. Court Common Pleas. Union County. Ohio.
Mary J. Edge et.al. Sept. 17th, 1902.

This day this cause came on for hearing upon the return of the Sheriff. and the report of the Commissioners heretofore appointed herein. and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at $1100,00. the Court find said return and proceedings in all respects correct and in conformity to law. and do therefore approve and

confirm the same. And thereupon neither of the parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public auction: and that an order issue therefore to the Sheriff of Union County.

Court adjourned to Thursday Sept. 18th, 1902. at 9 o'clock.

Thursday Sept, 18th, 1902. Court convened at 9 o'clock. A.M. Present Hunsaw Hon Judge John Wilgus.

7951. Vs. Court Common Pleas, Union County, Ohio.
Allen Haines + H. E. Gray. Sept. 18th, 1902. 8095

Now comes the defendants Allen Haines and H. E. Gray and for purpose of settlement of this cause offer to confess judgment for Fifteen Dollars and the costs in this case up to this time.

Report of Grand Jury.

To the Honorable Hunsaw Hon.
Judge of the Court of Common Pleas, Union County, Ohio.

Report of Grand Jury. The Grand Jury of the Court of Common Pleas of said County, of the Sept. Term, 1902. beg leave to report that they have been in session four days. and herewith return to the Court in Indictments presented by said Jury:
We have carefully examined in all such matters as have legitimately came to our notice, having examined over ninety-eight witnesses, covering seventeen cases, and presented eleven bills, and ignored six cases considered by us. The business has been transacted in as expeditious a manner as possible. During our session we visited the County Jail. examined its state and condition. and inquired into the discipline and treatment of the prisoners. and their habits. diets and accommodations. We find. and respectfully report to the Court, that the rules prescribed, and we do find that no provision of law for the regulation of County Jails has been violated. 8020.

Paulina W. Gabriel

8084. Vs. Court Common Pleas. Union County. Ohio.
Myron B. Gabriel Sept. 18th, 1902. 1186.

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein. and having failed to appear, the Court find the defendant Myron B. Gabriel in default for answer and demurrer to said petition and find that the allegations thereof are confessed by said defendant to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same. and was at that time a bona fide resident of this county of Union. and that the parties hereto were married, so 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 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 Paulina W. Gabriel and Myron B. Gabriel be, and the same hereby is, dissolved and both parties are released from

the obligations of the same. It is further ordered that the custody, care education, and control of the said child of the parties hereto be, until further order, confided to the said plaintiff, Pauline H. Gabriel exclusively - But it is hereby ordered that the defendant have the priviledge of visiting said child at all reasonable times.
It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended, and execution is awarded.

8095 Nettie F. Butler.
Vs. Court Common Pleas, Union County, Ohio.
Harley H Butler. Sept. 18th. 1902.

This cause came on this 18 day of September 1902 to be heard on the petition & answer of the defendant: and the evidence, the defendant having been legally Summoned by publication and having failed to appear the Court that the plaintiff is a bona fide resident of the County of Union and State of Ohio, and that the parties were married as in said petition set forth.
The Court further find, upon the evidence addduced that the defendant has been guilty of Wilfull absence for more than three years last past, and by reason thereof the plaintiff is entitled to a divorce as prayed for, and it is hereby ordered and adjudged by the Court that the marriage Contract heretofore existing between Nettie F. Butler & Harley H. Butler, be, and the same hereby is, dissolved: It is further ordered that the custody & controle of the said Children of the parties hereto be, until further ordered, confided to the said Nettie F. Butler exclusively.
It is further considered by the Court that the said Nettie F Butler recover from the said Harley H. Butler her costs herein expended

Ella Tobin
8020. Vs. Court Common Pleas, Union County, Ohio.
John W. Tobin Sept. 18th, 1902.

This day this cause was settled and dismissed and all costs paid.

State of Ohio. Court Common Pleas, Union County, Ohio.
1136. Vs. Indictment for assault and Battery.
Alonzo Spain Sept. 18th, 1902.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court at this request and arraigned upon said Indictment for plea thereto saith he is guilty in manner and form as he stands charged in said Indictment.
Thereupon the Court being fully advised in the premises, orderes that the said Alonzo Spain be imprisoned and confined in the Columbus Workhouse for a period of thirty days: and that he pay a fine of Ten Dollars and the costs of this prosecution: and that he stand committed to the Columbus Workhouse until the amount of said fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

8117 Mary Alma Donohoe
vs.
Ira Donohoe et al

Union County Court of Common Pleas.
Sept. 18th 1902.

This day came the plaintiff by her attorney; also appeared in open court, for and on behalf of said defendants, James McCampbell an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants entered the appearance of said defendants and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants and in favor of said plaintiff, for three hundred and ninety two 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 and benefit of appeal in the premises. It is therefore considered that said plaintiff recover of said defendants the sum of three hundred and ninety two dollars being the amount of said note with interest computed at 8 per cent. per annum from the 16th day of Sept. A.D. 1890. and also her costs herein expended taxed at $.

1138

State of Ohio
1126. vs. Court of Common Pleas Union County Ohio.
Jacob Buehrer. Sept. 18th 1902.
Indictment for House Stealing.

Whereas at the present term of the Court of Common Pleas began and held at the Court House in the County of Union and State of Ohio, one person to wit, Jacob Buehrer was 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 convict to said Penitentiary, as allow said one guard for the purpose aforesaid.

Duncan Dow Judge

1138

1127

State of Ohio
1126 vs. Court of Common Pleas Union County Ohio.
Jacob Buehrer. Sept. 18. 1902.
Indictment for House Stealing

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court, and arraigned at his request upon said Indictment for plea thereto saith he is guilty; thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the Court that the said Jacob Buehrer be imprisoned and confined in the Penitentiary of this State and kept at hard labor but without any solitary confinement for the period of one year; and that he pay the costs of this prosecution, for which execution is awarded.

1135

State of Ohio
vs
1138 Court of Common Pleas Union County Ohio.
Alonzo Spain Sept. 18th 1902
Indictment for Carrying Concealed weapons.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned at his request upon said Indictment for plea thereto saith he is guilty in manner and form as he stands charged in said Indictment. It is therefore ordered by the Court that the said Alonzo Spain, pay a fine of five dollars and the costs of this prosecution; and that he stand committed to the Columbus Workhouse, until the amount of said fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

State of Ohio Court of Common Pleas Union County Ohio.
vs.
1128 Indictment for Assault & Battery.
Orville Phimney & Sept. 18th 1902.
David Agan

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendants being brought into Court at their request and arraigned upon said Indictment for plea thereto, said Orville Phimey saith he is guilty; and the said David Agan also saith he is guilty; Thereupon the Court being fully advised in the premises, order that said Orville Phimey and David Agan each pay a fine of $5.00 and the costs of this prosecution; and that each stand committed to the Jail of Union County until the amount of said fine and costs are paid. or secured to be paid, or they otherwise be legally discharged.

State of Ohio, Court of Common Pleas Union County Ohio
vs.
1127 Indictment for pointing firearms &c.
Alonzo Spain, Sept 18th 1902.

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 at his request upon said Indictment, for plea thereto saith he is guilty in manner and form as he stands charged in said indictment. It is therefore ordered by the Court that said Alonzo Spain pay a fine of Five dollars and the costs of this prosecution; and that he stand committed to the Columbus Workhouse, until the amount of said fine and costs are paid or secured to be paid or he be otherwise legally discharged.

State of Ohio. Court of Common Pleas, Union County, Ohio.
vs.
1135 Indictment for pointing firearms &c.
Alonzo Spain. Sept. 18th 1902.

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 at his request upon said Indictment, for plea thereto saith he is guilty in manner and form as he stands charged in said Indictment. It is therefore ordered by the Court that the said Alonzo Spain pay a fine of Five dollars and the costs of this prosecution; and that he stand committed to the Columbus Workhouse, until the amount of

said fine and costs are paid, or secured to be paid or he be otherwise legally discharged.

7914

7957

7952

1131

Court adjourned to Monday Sept. 22nd, 1902.

Monday Sept. 22nd, 1902, Court convened at 9 o. clock, P.M.
Present, Hon. Duncan Dow, Judge.

7914 Edwin H. Perkins Admr.
Vs
W. W. Merchant, Admr. Court of Common Pleas Union County Ohio
Sept 22nd 1902.

This day this cause came on to be heard upon the motion of the defendant to make the amended petition filed herein more definite and certain; and was argued by counsel and submitted to the court, whereupon the court overrules said motion to which ruling and decision of the Court, the defendant by his counsel then and there excepted, and on motion of the defendant 40 days leave is given to file answer herein

7957 John E. Wilgus
Vs.
Allen Haines et.al. Court of Common Pleas Union County Ohio.
Sept. 22nd 1902

This day this cause was settled by the parties, the plaintiff herein agreeing to accept the sum of fifteen dollars in full of his claim herein. It is therefore ordered by the Court that the plaintiff recover of the defendants the sum of fifteen dollars and his costs herein expended taxed to $ for which execution is allowed to issue.

7952 Patrick C. Dea.
Vs.
The National Masonic Provident Association. Court of Common Pleas Union County Ohio
Sept 22nd 1902.

This day this cause coming on to be heard on said defendants demurrer to the amended petition herein filed, the same was submitted to the Court. Whereupon the Court being fully advised, overrules said demurrer to which ruling of the Court, the said defendant by its counsel excepts. and leave is hereby granted to said defendant to file answer herein in ten days and cause adjourned.

1131 State of Ohio. Court of Common Pleas, Union County, Ohio.
Vs. Indictment for House breaking in day time and larceny.
Pearl Gibson. Sept 22nd 1902.

This day came the Prosecuting Attorney on behalf of the State and the defendant being brought into court and arraigned upon said Indictment for plea thereto, saith he is guilty in manner and form as he stands charged in said Indictment. It is therefore adjudged by the court that the said defendant Pearl Gibson be imprisoned and confined in the Columbus Workhouse for a period of three months; and that he pay a fine of fifty dollars and the costs of this prosecution, and that he stand committed to the workhouse until the amount of said fine and costs are paid, or secured to be paid or he be otherwise legally discharged.

8085

Orrien G. Walk.
Vs
John A. Kennington et. al.

Court of Common Pleas Union County Ohio.
Sept 22nd 1902.

This day this cause came on to be heard upon the demurrer of the defendant to the petition filed herein: and was argued by Counsel and submitted to the Court; whereupon the Court sustains said demurrer, to which ruling and decision of the Court, the plaintiff by his counsel then and there excepted On motion of the plaintiff leave was granted to file amended petition herein in 30 days.

8064

7998

John H. Lingrel et. al.
Vs.
Lily Lingrel et. al.

Court of Common Pleas, Union County, Ohio,
Sept. 22nd, 1902.

This day came the parties and their Attorneys and waived a Jury and submitted this cause to the Court upon the pleadings and evidence. On consideration whereof the Court being fully advised in the premises, finds that the deed bearing date on the 16th day of February, 1887, recorded in book 62 page 25, was never acknowledged by the said Martha Lingrel,
That the facts stated in the plaintiffs petition are true and that the plaintiffs are entitled to the relief by them demanded.
It is therefore, considered, ordered and adjudged by the Court, that the pretended deed bearing the date, February 16th, 1887, recorded in Volume 62, on page 25 of the records of deeds for Union County, be and the same is hereby set aside and held for naught. And the Court finds that at the time this action was commenced the plaintiffs had and still have a legal estate in, and were, and still are, entitled to the immediate possession of the real property described in the petition, and that the defendant Lily Lingrel has unlawfully kept plaintiffs out of possession as in the said petition alleged.
It is therefore, considered, adjudged and decreed by the Court that the plaintiffs recover from the said Lily Lingrel the possession of said real property, and that plaintiffs pay the costs of this action, execution is awarded against the said Lily Lingrel in favor of the plaintiffs for the possession of said premises, and execution is awarded against plaintiffs for costs.
The defendant, Lily Lingrel, excepted to the ruling and judgment of the Court against her and also gave notice of her intention to appeal this cause to the Circuit Court and the Court fix the bond for appeal at $100.00.

The State of Ohio, on relation of John D. Mather.

8064 Vs. Court of Common Pleas, Union County, Ohio,

William A. Wright, James H. Wright and Margaret B. Wright. Sept. 22 nd, 1902,

This day came the parties and their attorneys, and the said William A. Wright James H. Wright and Margaret B. Wright having filed answer denying the allegation of fact contained in the Information filed herein, a jury was waived and this cause was submitted to the Court upon the issues joined and the evidence, After hearing the evidence offered by both parties the Court found from the evidence that the defendants and each of them were and are guilty of contempt of the order of said Circuit Court in manner and form as they stand charged in the Information, that they and each of them have kept and maintained a dam across Bokes Creek touching the plaintiffs lands, impiding and interfering with the natural flow of water in said creek along and adjoining the lands of said John D. Mather, and that said dam and obstructions has been so kept and maintained obstructing the natural flow of water in said Creek at said point, from and ever since the said order and injunction of said Circuit Court, and the Court further finds that said dam is still so kept and maintained contrary to the order of said Circuit Court, The Court further find that for the purpose of execution and other process in the enforcement of said decree a mandate was duly sent from said Circuit Court to this Court, and that this Court is charged with the enforcement of said injunction and the decree of said Circuit Court, The Court having found that the defendants and each of them are in contempt by the maintenance of said dam, it is now ordered by the Court here that sentence and punishment for said contempt be suspended until the first day of the next term of this Court, this suspension is in order to give the said William A. Wright, James H. Wright and Margaret B. Wright an opportunity to purge themselves of such contempt so far as the same may be done by the removal of said dam and clearing said creek of obstructions, The defendant gave notice of appeal and the Court fixed the bond at $100.00/ and for that purpose this cause is continued

Court adjourned to Tuesday September 23rd, 1902,

Tuesday, September 23rd, 1902, Court convened at 9 o'clock, A. M.
Present, Hon. Duncan Dow, Judge.

1096. State of Ohio Vs. William Drumm. — Court Common Pleas, Union County, Ohio. Indictment for Larceny. Sept. 23rd, 1902. — 8029

This day this cause was left off docket by order of the Court, to be reinstated on motion.

8051 J. N. Kinney Vs. A. H. Dean. — Court Common Pleas, Union County, Ohio. Sept. 23rd, 1902.

This day this cause was settled by agreement of the parties.

8000. Cyrus J. Moore Vs. Fleetwood Courtright. — Court of Common Pleas, Union County, Ohio. Sept. 23rd, 1902.

This day this cause was continued by agreement of the parties on account of the sickness of the plaintiff. — 8047

1134. State of Ohio. Vs. Frank Hinton. — Court Common Pleas, Union County, Ohio. Indictment for assault with intent to Rape. Sept. 23rd. 1902.

Now comes the Prosecuting Attorney on behalf of the State of Ohio: and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is guilty of Assault and Battery as charged in said Indictment: but not guilty of the intent to commit rape as herein charged;
Whereupon the Prosecuting Attorney by leave of the Court entered a Nolle Prosequi to so much of the Indictment as charged an intent: and accepted the plea of guilty of Assault and Battery.
It is therefore the order of the Court that the said defendant, Frank Hinton pay a fine of $25, 00 and the costs of this Prosecution: and that he be imprisoned and confined in the Columbus Workhouse for a period of sixty days, and that he stand committed to said Workhouse until the amount of the said fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

Court adjourned to Wednesday, Sept. 24th, 1902

Wednesday, September, 24th, 1902, Court convened at 9 o'clock A.M.
Present, Hon. Duncan Dow, Judge.

8029 D. R. White et.al.
Vs.
D. E. Miller.

Court of Common Pleas, Union County Ohio.
Sept. 24th 1902.

This day this cause was settled by the parties, the plaintiff herein agreeing to accept the sum of twenty dollars in full of his claim herein: It is therefore ordered by the Court that the ~~plaintiff~~ recover of the defendant the sum of $22.00 and his costs herein expended taxed to D for which execution is allowed to issue.

Court adjourned to Thursday, Sept. 25th, 1902,

Thursday, September 25th, 1902, Court convened at 9 o'clock, A.M.
Present, Hon. Duncan Dow, Judge,

State of Ohio, on relation of Pearl Sute.

8047 Vs.
H. D. Housman,

Court of Common Pleas, Union County, Ohio.
Sept. 25th, 1902,

This cause coming on for trial at the time appointed, and the defendant being duly called, failing to appear, and his bondsmen failing to appear and produce him, said defendants recognizance is in open Court declared forfeited, and the complainant being present it is ordered that the issue of the defendants guilt be tried by a jury, who, being duly called, come, towit; Harley Rizer, Thomas Elson, Samuel Hensley, W. S. Snodgrass, W. C. Crist, Silas Hedges, M. M. Connor, Curt A. Hayes, David Austin, Moses George, Milton Haines and Ralph Bennett, and being duly impanelled and sworn, after hearing the testimony and the charge of the Court, do find the defendant guilty as charged in the complaint,
It is thereupon considered by the Court, that the defendant, said H. D. Housman, be, and he is adjudged the reputed father of the child of said Pearl Sute, and it is ordered that the defendant stand charged with the maintenance of said child in the sum of Four Hundred Dollars, payable to the Clerk of this Court for the use of said Pearl Sute as follows; One Hundred Dollars within ten days from the entry of this order, and One Hundred Dollars, on the first day of September of each following year until said sum of Four Hundred Dollars, be fully paid; and he is ordered to pay the costs of this proceeding; for all of which payments judgment is rendered and execution awarded against him, It is further ordered that said defendant give security, to the approval of the Clerk of this Court, for the performance of this order; and in default thereof, and of payment as herein ordered, he shall be committed to the Jail of said County until he shall comply with said order, or be otherwise discharged, It is further ordered that upon the defendants default in giving security or making payment as herein required, the amount of the forfeiture on the defendants recognizance bond herein may be recovered by action by the complainant and applied toward the payment of the judgment herein,

Court adjourned to Friday September, 26th, 1902,

Friday, September 26th, 1902, Court convened at 9 o' clock, A. M.
Present Hon. Duncan Dow, Judge,

1093

8118 State of Ohio on rel. of Emma Mattox.
vs.
Frank Clark.

Court of Common Pleas, Union County, Ohio.
Sept. 26th 1902.

This day it appearing to the satisfaction of the Court that Emma Mattox and the defendant Frank Clark have married; the Court order that the defendant, Frank Clark be discharged from the custody of the Sheriff.

8078

8049. Earl Watts, Et. al.
vs.
D. E. Miller.

Court of Common Pleas, Union County Ohio.
Sept. 26th 1902.

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: Thomas Elson, Samuel Hendley, W. G. Snodgrass, C. C. Crist, Silas Hedges, M. M. Connor, S. A. McNeil, Burt A. Hayes, David Austin, Moses George, Wesley Newhouse and J. J. Scott, 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 as follows, to wit: "We the Jury being duly impaneled, sworn and affirmed, find the issues in this case in favor of the defendant.

Dated Sept. 26th 1902. S. A. McNeil, Foreman.

The Jury in this action having on a former day of this term rendered a verdict for the defendant; and no motion for a new trial having been made, It is therefore considered by the Court that the said defendant recover from the said plaintiffs his costs herein expended taxed to $

Fairbanks Morse & Co.

8083. vs.
D. E. Baker.

Court of Common Pleas Union County Ohio.
Sept 26th 1902.

This day this cause is continued by agreement of the parties

Mary L. Robertson.

8097. vs.
George H. Robertson.

Court of Common Pleas, Union County, Ohio.
Sept. 26th 1902.

This day this cause came on to be heard upon the pleadings and the evidence; and on consideration thereof the Court find, that the plaintiff is not entitled to a divorce as prayed for. It is therefore considered by the Court that the petition herein be, and the same is hereby dismissed at the costs of the plaintiff.

Sarah E. Sherwin.

8093 Vs. Court of Common Pleas, Union County Ohio.

Henry Sherwin Sept. 26th 1902.

This day this cause came on to be heard upon the pleadings and the evidence; and on consideration thereof, the Court do find that the pleaintiff is not entitled to a divorce as prayed for. It is therefore considered by the Court that the petition herein, be and the same is hereby dismissed at the costs of the pleaintiff.

Osborne Staley.

8078 Vs. Court of Common Pleas, Union County, Ohio,

Mary E. Staley. Sept. 26th, 1902,

This day this case came on for hearing upon the petition of plaintiff the defendant being in default for answer, and the Court having heard the testimony and being fully advised in the premises finds that the ~~defendant~~ has been guilty of gross neglect of duty.

It is therefore considered, ordered and adjudged by the Court that the plaintiff have a complete divorce from the defendant; each party released from the obligations, and the plaintiff to pay the costs taxed to ~~$~~-.

Court adjourned to Monday, October, 6th, 1902,

Monday, October 6th, 1902, Court convened at 9 o'clock A. M.
Present — Hon. Duncan Dow, Judge.

8074

R. S. Woodburn -
8039 Vs.
Mary E. Robinson

Court of Common Pleas, Union County, Ohio.
October, 6th, 1902,

This cause is continued on motion and showing of good cause of the plaintiff, at his costs of this term, for which judgment is rendered against him,

8015

Order of Court.

Appointment of Jury Commission

In Pursuance of an act of the General Assembly of Ohio passed, September 30th, 1902, the undersigned Judge of the Court of Common Pleas for the Third Sub-division of the Tenth Judicial District of Ohio, do hereby appoint John E. Shelton, Andrew Gill, Benton Cahill and Elliott Southard four judicious freeholders, electors, as Commissioners of Juries in and for Union County, Ohio, to serve until their successors are appointed and qualified,

It is further ordered that said Commissioners meet in the office of the County Auditor of said County on Friday, Oct. 10th, 1902, at 10 o'clock A. M, and upon oath select 95 judicious and discreet persons having the qualifications of electors of said County, and to be selected as nearly as may be from the several wards and townships in proportion to their respective population, This 6th day of October, 1902,

Duncan Dow, Judge of said Court,

Myrtle M. Park
8097 Vs.
Charles E. Park,

Court of Common Pleas, Union County, Ohio.
Oct. 6th, 1902.

This day this cause came on to be heard upon the pleadings and the evidence, and was submitted to the Court, upon consideration whereof the Court finds that the plaintiff is not entitled to a divorce as prayed for. It is therefore considered by the Court that the plaintiff's petition herein be dismissed at her costs for which judgment is rendered, and execution awarded therefor,

Henry Kress
8053 Vs.
John Dorlf.

Court of Common Pleas, Union County, Ohio,
Oct. 6th, 1902

This day this cause came on to be heard upon the motion of the defendant to quash the undertaking filed herein, and was argued by counsel and submitted to the Court, upon consideration whereof the Court overrules the same, to which ruling and judgment of the Court, the defendant by his counsel then and there excepted.
On motion of plaintiff leave was granted to file petition herein, and the same was filed,

8074 The Union Central Life Ins. Co.

Vs. Court of Common Pleas, Union County, Ohio.

A. J. Miller, Executor, et. al. Oct. 6th, 1902,

This day on motion of the defendant, A. J. Miller, leave was granted him to plead to the answer and cross-petition of Barney Creviston filed herein, by November, 30th, 1902,

Lorna C. Graham

8015 Vs. Court of Common Pleas, Union County, Ohio.

Lucinda Read. Oct. 6th, 1902,

This day a certain mandate in above cause, having been received from the Circuit Court of Union County, it is hereby ordered that execution thereof be had; which said mandate is in the words and figures following, towit:-

State of Ohio, Union County ss.

Circuit Court, Union County, Ohio,

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before Hon. Caleb H. Norris, Hon. James H. Day and Hon. William T. Mooney, Presiding Judges, at Marysville, on the 1st day of October, A.D. 1902, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following viz:-

Lorna C. Graham

No. 173 Vs.

Lucinda Read,

This cause coming on for trial on appeal from the Common Pleas Court, the defendant asked leave to file an amended answer instanter and was granted such leave; and thereupon the plaintiff asked and obtained leave to reply thereto instanter, and both of said pleadings were accordingly filed. The cause was then heard by the Court upon said pleadings, the petition, the evidence, and the briefs of counsel; and upon due consideration thereof, the Court find upon the issue joined for the defendant. It is therefore considered, ordered and adjudged by the Court that the plaintiff's petition be dismissed that the defendant recover from plaintiff her costs herein expended, taxed at $-. for which amount judgment is rendered and execution awarded, ----.

To all of which finding judgment and orders, the plaintiff by her counsel then and there duly excepted, and the Court granted fifty days for the preparation and allowance of a bill of exceptions.

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

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

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

Witness my hand and the seal of said Court this 1st day of October, A. D. 1902,

(Seal) Chas. E. Funhouwood, Clerk Circuit Court.

7960 Philip H. Smid
Vs.
Elizabeth Kire et. al. Court of Common Pleas, Union County, Ohio.
Oct. 6th, 1902,

8076

This day a certain mandate in the above cause having been recvd from the Circuit Court of Union County, Ohio, it is hereby ordered that execution thereof be had; which said mandate is in the words and figures following, towit:- State of Ohio, Union County ss.
Circuit Court, Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before, Hon. Caleb H. Norris, Hon. James H. Day, and Hon. William T. Mooney at Marysville, on the 1st day of October, A. D. 1902, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

Philip Smid
No. 172 Vs.
Elizabeth Kire et. al.

8098

This cause coming on to be heard upon the petition in error, bill of exceptions, original papers and pleadings, and the transcript of the docket and journal entries of the Court of Common Pleas, and was argued by counsel, On due consideration thereof the Court find no error in the proceedings and judgment of the Court of Common Pleas, and the same are therefor accordingly affirmed, but without penalty. It is therefor considered and adjudged by the Court that the defendants in error recover of the plaintiff in error their costs herein expended taxed at $ - - - .
To all of which finding and judgment and order the plaintiff by his attorney duly excepted at the time thereof.
Ordered that a special mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.
Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry etc.
I, Chas Truhorwood, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the forgoing entry is truly taken and correctly copied from the Journal of said Court.
Witness my hand and the Seal of said Court this 1st day of October, A. D. 1902, (Seal) Chas Truhorwood, Clerk Circuit Court.

Frank A. Channel,
8075 Vs.
T. & O. C. Railway Company, Court of Common Pleas, Union County, Ohio.
Oct. 6th, 1902,

This day came the parties, plaintiff and defendant, by their counsel and thereupon this cause came on to be heard upon the motion of the plaintiff to make the defendants answer definite and certain and to require the defendant to separately state and number the defenses set forth in its answer; and was argued by counsel and submitted to the Court. On consideration thereof the Court doth find said motions, and each of them, to be well taken, and doth sustain the same, to which finding and order the defendant excepts. Upon application of the defendant and for good cause shown leave is granted said defendant to file an amended answer within 30 days from the rising of the Court. For good cause shown this cause is continued.

George Hamilton

8076 Vs. Court of Common Pleas, Union County, Ohio,

T. & O.C. Railway Company Oct. 6th 1902,

This day came the parties, plaintiff and defendant, by their counsel, and thereupon this cause came on to be heard upon the motions of the plaintiff to make the defendants answer definite and certain, and to require defendant to separately state and number the defenses set forth in its answer; and was argued by counsel and submitted to the Court. On consideration thereof the Court doth find said motions and each of them, to be well taken and doth sustain the same, to which finding and order the defendant excepts.

Upon application of the defendant and for good cause shown leave is granted said defendant to file an amended answer within 30 days from the rising of the Court. For good cause shown this cause is continued.

D. C. Bolenbaugh.

8098 Vs. Court of Common Pleas, Union County, Ohio.

Alvira Bolenbaugh et al. Oct. 6th, 1902,

This day came the parties herein by their Attorneys; also came the following named persons as jurors, towit:- Moses George, Thomas Elson, Samuel Hensley, Harley Rigor, H. G. Snodgrass, V. C. Crist, Silas Hedges, M. M. Connor, S. A. McNeil, David Austin, Burt A. Hayes and Milton Haines, who were duly impaneled and sworn according to law: and thereupon the case came on for hearing upon the pleadings and the evidence, And after hearing the evidence, and the charge of the Court; the said Jury returned in open Court their verdict in writing signed by their foreman, and say;- "We, the Jury, being duly impaneled, sworn and affirmed find on the issue joined that the paper writing here shown to us and admitted to Probate in the Probate Court of Union County, State of Ohio, on the 22nd day of March, 1902, purporting to be the last will and testament of Seorn N. Bolenbaugh, deceased, is the valid last will and testament of the said Seorn N. Bolenbaugh, deceased,

Dated Oct. 6th, 1902, Jno. G. Snodgrass, Foreman."

It is therefore in accordance with said verdict adjudged by the Court that the paper writing produced in this case and offered in evidence, purporting to be the last will and testament of the said Seorn N. Bolenbaugh, deceased, is his last will and testament.

It is further ordered by the Court that the plaintiff pay the cost of this proceeding taxed at $- for which execution is awarded.

Court adjourned to Friday, October, 10th, A. D. 1902,

Friday, October, 10th, 1902, Court convened at 9 o. clock, A. M.
Present; Hon. Duncan Dow, Judge.

8104

8111 The Farmers Bank
Vs.
C. S. Stout and D. H. Ayers

Court of Common Pleas, Union County, Ohio.
October, 10th, 1902,

This day this cause came on for hearing upon the petition of the plaintiff; the defendants, each, having waived the issuing of process and service of summons herein, and entered their appearance to this action, and consented that judgment may be entered herein at once and order of sale issued forthwith; whereupon the Court find that the defendant, C. S. Stout, as maker, and the defendant, D. H. Ayers, as endorser of the promissory note set up in the plaintiff's petition, are indebted to the plaintiff in the sum of Sixty and 60/100 Dollars, including interest to this day. The Court further find that in order to secure the payment of the promissory note set up in the plaintiff's petition, the defendant, C. S. Stout, executed and delivered to the defendant, D. H. Ayers, the mortgage upon the real estate described in the petition herein; and that the said D. H. Ayers, transferred and assigned said note and mortgage to the plaintiff herein, before said note became due; and that the plaintiff is now the legal owner and holder of the same.

8087

The Court further find that said mortgage was duly recorded in Book 36 Page 421 of the Records of Mortgages of Union County, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered, adjudged and decreed that the plaintiff recover from the defendants herein, the sum of $60.60, and its costs herein expended; and it is further ordered by the Court 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 from the 10th day of October, 1902, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

William Cassiday,
Vs.
8079 William A. Shelps.

Court of Common Pleas, Union County, Ohio.
Oct. 10th, 1902,

On the 6th day of October, A. D. 1902, this cause was heard upon the motion of the defendant to discharge the attachment issued herein; and was argued by counsel and submitted to the Court; and after due consideration, on this 10th day of October, 1902; it is ordered by the Court that the attachment in this action be, and the same hereby is, discharged, and the Sheriff ordered to restore to the defendant the property taken under said attachment; and the garnishee is released from all liability in this action; to all of which orders and judgments of the Court the plaintiff by his counsel then and there excepted,

8086

Lon Yoder by A. Yoder,

8104 Vs. Court of Common Pleas, Union County, Ohio.

E.H. Moore, Oct. 10th 1902,

This day this cause came on to be heard upon the motion of defendant to require the plaintiff to separately state and number the causes of action in his petition filed herein; and was argued by counsel and submitted to the Court; whereupon the Court after due consideration sustains the said motion, to which plaintiff by his counsel then and there excepted; and on motion of the plaintiff 30 days leave is granted to file an amended petition herein, and cause continued.

Paris Abbott.

8087 Vs. Court of Common Pleas, Union County, Ohio.

Mary Abbott Oct. 10th, 1902,

This cause came on this day to be heard on the petition, and evidence, and on consideration thereof the Court find that the plaintiff, at the time of filing his petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at 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 wilful absence for over thirteen years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therfor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Paris Abbott and Mary Abbott, be and the same hereby is, dissolved, and both parties are released from the obligations of the same, and that the plaintiff pay the costs of this proceeding, for which judgment is rendered.

Appointment of Committee to Examine Commissioners' Annual Report.

Court of Common Pleas, Union County, Ohio,

On motion to the Court for the appointment of a Committee to examine the Annual Report of the County Commissioners of Union County, Ohio, the Court hereby appoints Samuel Church, Wesley A. Garrard and James E. Robinson, Prosecuting Attorney of said County, as such Committee for said purpose, and authorizes them to make examination of said report and report their finding to this Court as provided by law

D. Dow, Judge of Court of Common Pleas, Union County, Ohio,

H. C. Hamilton

8086 Vs. Court of Common Pleas, Union County, Ohio

Emma V. Van Winkle et. al, Oct. 10th, 1903,

This cause now coming on for hearing, was submitted to the Court upon the petition of the plaintiff herein, the said defendants, excepting the Standard Paper Company, and such of them being in default for both answer and demurrer to said petition,

Said cause came on further to be heard upon the evidence herein, and on consideration thereof, the Court finds on the issue joined

for the plaintiff, and that the allegations contained in the plaintiff's petition are true.
The Court further finds that there is due to plaintiff, H. C. Hamilton, from the defendant Emma Van Hinkle, on the promissory notes set forth in the petition with interest to the date of this decree, the sum of Five Hundred and Sixty-two Dollars and Twenty-three cents ($562.23).
The Court further finds that in order to secure the payment of said promissory notes set forth in plaintiff's first cause of action the defendants, Emma V. Van Hinkle, S. H. Van Hinkle and Manda Sowerlis, executed and delivered to the said H. C. Hamilton, the plaintiff herein, their certain mortgage as in the petition described, and on the premises therein described.
The said mortgage was duly recorded in Vol. 43 at Page 9 of the Record of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition. The Court further finds that the conditions of said mortgage have been broken by the non-payment of the notes past due set out and described in the petition. The Court further finds that said mortgage was also given to secure the other promissory notes set forth in plaintiff's second cause of action, which notes have not yet matured. The Court further finds that the conditions of said mortgage have further been broken, in this, that there was due on the 26th day of April, A. D. 1892, the sum of $40.00 interest on said $500.00 note set out in plaintiff's second cause of action, which said sum is unpaid.
The Court further finds that in order to secure the payment of the note set forth in plaintiff's causes of action numbered from 3 to 17 thereof, the said defendant, Emma V. Van Hinkle and S. H. Van Hinkle her husband, and the said Manda Sowerlis, executed and delivered to the said H. C. Hamilton, the plaintiff herein, their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Vol. 47 Page 167 of the Record of Mortgages of Union County, Ohio and is a good and valid lien on the premises described in plaintiff's petition. 8091
The Court further finds that the conditions of said mortgage have been broken. The Court further finds that in order to additionally secure the payment of said notes described in plaintiff's causes of action numbered from 5 to 17 inclusive, the said defendant, Emma V. Van Hinkle executed and delivered to the American Typo Foundry Company, her chattel mortgage for the sum of $283.55 as set out and described in plaintiff's petition, and that the said plaintiff is now the legal owner and holder of said chattel mortgage. The Court further finds that in order to additionally secure said mortgage described in plaintiff's causes of action numbered from 3 to 17 inclusive, the said defendant, Emma V. Van Hinkle, executed and delivered to the said H. C. Hamilton, her certain second chattel mortgage upon the chattel property set out and described in plaintiff's petition, and that the conditions of said chattel mortgage have been broken.
The Court further finds that both of said chattel mortgages above described have been properly filed in the office of the Clerk of Claibourne Township Union County, Ohio, the township in which said defendants reside, and said chattel property is located, and that said mortgages and both of them are now valid and subsisting liens upon all of the chattel property set out and described in plaintiff's petition.
It is further considered by the Court that the plaintiff recover from the defendant, Emma V. Van Hinkle, the said sum of $562.23, and his costs herein expended; said sum of $562.23 being the total amount

due on all of said causes of action, up to the 15th day of September, 1902,
It is further adjudged and decreed that unless the defendants, Emma V. VanAtta, S. N. VanAtta and Manda Sowers, or one of them shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest thereon from the 15th day of September, 1902, at 8%, the defendants equity of redemption be foreclosed, and that said premises be sold, and that an order to sell issue therefor, directed 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 Court further finds that the plaintiff is entitled to have said chattel mortgages and both of them foreclosed, and said chattel property sold to pay the amount due him, as aforesaid,
It is therefore further ordered that unless the defendants, or one of them, within five days from the entry hereof, pay to the said plaintiff said sum of $562.33 with interest and costs of suit herein, the chattel property described in the petition shall be sold by the Sheriff of Union County, as upon execution, and that an order issue to the Sheriff for that purpose, All questions arising upon the answer and cross-petition of the Standard Paper Co. are reserved,

Lewis C. Benn

8091 vs. Court of Common Pleas, Union County, Ohio.

A. G. Jones et. al. Oct. 10th, 1902,

This cause coming on for hearing on the petition and the pleadings of the Richwood Deposit Bank, The Liquid Carbonic Acid Gas Co., The Crown Cork and Seal Co., The Edward H. Everett Co., The Henderson Lithographing Co., Godman & Thornhill, Geo. A. Worden, Gill & Crawford, Asbury Cheney, Admr. and Jacob L. Horn, creditors of said Corporation, The Marion Water Company, setting forth their respective claims against said corporation; the Court finds that all the defendant stockholders of said corporation have been duly served with summons, except, A. G. Jones and Alma A. Hayes, who have been served by publication, and that each and all of said defendants are in default for answer and demurrer to said petition, and to said pleadings of the creditors hereinbefore mentioned, and that the facts in said pleadings stated and the allegations therein made are thereby by said defendants confessed to be true, and the Court upon the hearing of evidence so finds,
The Court finds that said Corporation is insolvent; that it has been dissolved and all its assets applied toward the payment of its debts as alleged in the petition; and that there yet remains unpaid debts of said corporation as set forth in the pleadings in this action and hereinafter specified, which together with the costs herein, including a fee of $50.00 to the plaintiff's Attorney, John F. Millar, hereby allowed by Court, amount in the aggregate to the sum of $1040.16
The Court further finds that each of said defendants hereinafter named was, at the time said several liabilities accrued, a stockholder of said corporation in the amount herein found and set opposite his name in the column of "Stock" in the schedule set out below; and, that to pay the liabilities aforesaid, it will require an assessment of $5.50 per each share of ten dollars on the amount of the stock held by each and all of the defendant stockholders, who are solvent and within the jurisdiction of the Court, and of the sums hereby found and set opposite their names, respectively, in the column of "Judgment" in the

following schedule viz:-

Name	Stock	Judgment.
Adolph I Glick and William Glick	$155.00	$85.25
Isaac Miller	150.00	82.50
Jacob S. Horn	150.00	82.50
Louis T. albright	150.00	82.50
Jacob B. Miller	150.00	82.50
John H. Hilkins	150.00	82.50
Sarah S. Penney	150.00	82.50
Louis C. Bamb	150.00	82.50
A. G. Jones	110.00	60.50
C. D. Bidle	100.00	55.00
John F. Millar	100.00	55.00
Asbury Cheney, as Admr. of Thos. H. Biddle	100.00	55.00
Geo. H. Horden	80.00	44.00
Nile Eckelberry	60.00	33.00
William H Hagers	60.00	33.00
Samuel Berkowitz	50.00	27.50
James E. Robinson	50.00	27.50
John M. Horn	50.00	27.50
C. C. Sharp	50.00	27.50
Emery Hoskins, as Ex. of Jas. S. Jolliff	50.00	27.50
Bert Cahill	40.00	22.00
William D. Cameron	40.00	22.00
Isaac Hilsheimer	20.00	11.00
S. H. Osborn	10.00	5.50
Stephen D. Evans	10.00	5.50
Alma K. Hayes	10.00	5.50
Charles Gillman	10.00	5.50
Robert F. Elliott	10.00	5.50

It is therefore ordered that each of the defendants, stockholders named in the above schedule, pay on or before the first day of November, 1902, into the hands of J. F. Millar, who is hereby appointed a receiver for purpose of receiving collecting and distributing the money to be paid in pursuance of this order, the sum above specified, set opposite his name in the judgment column of the schedule; and that, in default thereof, execution issue therefor with interest thereon from said date together with the extra costs thereby incurred.

The Court further finds that there remains due and unpaid on the capital stock of the defendant C. C. Sharp, the sum of ten dollars, for which amount judgment is hereby rendered against him; and upon the capital stock of the defendant, Sarah S. Penney the sum of Twenty Dollars, for which amount judgment is hereby rendered against her, in addition to the amounts hereinbefore adjudged against them, to which it is ordered they be respectively added and collected in like manner.

The Court also finds that a dividend of $14.06 due the defendant A. G. Jones from the sale of the assets of said Corporation was unclaimed by him and was by the Receiver thereof paid over to the Clerk of this Court as provided by law; and it is ordered that said dividend together with the further amount of $33.26 due him upon his claim against said Corporation, be applied as a credit upon the amount herein found due from him.

It is further ordered that out of the money so to be collected the receiver pay, first, the costs of this case, including said attorney fee, and that he pay the balance of said money to the several parties named below, pro rata, as collected, according to the sums set opposite their names respectively, and to which they are hereby found to be entitled towit:- The plaintiff, Louis C. Beem, $209,06; The Richwood Deposit Bank $369.42; The Liquid Carbonic Acid Gas Company, $49.64; The Crown Cork and Seal Company, $12.04; The Edward H. Everett Company, $133.32; The Henderson Lithographing Company, $9.13; A. G. Jones, $23.26; to be applied as aforesaid; Godman & Thornhill $3,12; Geo. H. Worden, $65,93; Gill & Crawford, $18.00; Asbury Cheney, Admr, $12.35; and Jacob S. Horn, $24.89,

Court adjourned to Saturday, Oct. 18th, 1902,

Saturday, October, 18th, 1902, Court convened at 3 o'clock, P. M.
Present, Hon. Duncan Dow, Judge.

6707

Certificate for Pay.

Sheriff's Office, Union County, Ohio.
Marysville, Ohio, October, 18th, 1902,

To Hon. Duncan Dow, Judge,

The Court Charges for the September Term, A. D. 1902, Union County Common Pleas, are due for services rendered and are as follows:-

Union County, Ohio to Simeon F. Burnham, Sheriff Dr.

To serving Grand Jury Venire	$4.50
To serving Petit Jury Venire	4.50
To serving Grand Jury Witnesses (101)	10.10
To making 101 copies Grand Jury Witnesses	10.10
To 648 miles travel, Grand Jury Witnesses	51.80
To calling 101 Grand Jury Witnesses	5.05
To J. A. Lawrence 13 days as Court Bailiff	26.00
To Allen Haines 13 " " "	26.00
Total	$138.05

I hereby certify the above bill to be correct.

S. F. Burnham, Sheriff of Union Co. O.

To the Clerk of the 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.

8126

8059

J. M. Kennedy.
vs.
Alta E. Kennedy.

Court of Common Pleas, Union County, Ohio.
Oct. 18th, 1902.

This day this cause came on to be heard upon the petition and testimony of the plaintiff, and the Court being fully advised in the premises find for the plaintiff, and find that said defendant has been guilty of gross neglect of duty. It is therefore ordered and adjudged by the Court that the plaintiff be granted a complete divorce from the defendant, and each party be released from the obligations thereof, and that the plaintiff pay the costs of this action taxed at $—.

7981

D. H. Ayers, Guardian &c,
vs.
Eliza Webb et. al.

Court of Common Pleas, Union County, Ohio.
Oct. 18th, 1902,

This day this cause came on to be heard upon the demurrer of defendants to the second amended petition filed herein, and was argued by counsel and submitted to the Court.

On consideration thereof, the Court sustains said demurrer to which ruling and decision of the Court the plaintiff by counsel excepts; and on motion leave is granted the plaintiff to amend in 30 days, and cause continued.

6707 James M. Sance, Admr,
Vs.
Martin Turner

Court of Common Pleas, Union County, Ohio,
Oct. 18th, 1902,

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 the law and the order of this Court, it is ordered that the proceedings and sale be, and they are hereby, approved and confirmed,
And it is further ordered that the said Sheriff convey to the purchaser, Arista Deer by deed, according to law, the property so sold, and a writ of possession is awarded to put said purchaser in possession,
It is further ordered by the Court that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County, And the Court coming now to distribute the proceeds of said Sale amounting to $700.00, it is further ordered that said 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 the sum of $11.27,
Second, to the Clerk of this Court the costs of this action, taxed at $33.48,
Third, to the plaintiff, James S. Sance, as Administrator, the balance to be applied toward the payment of said mortgage and note with its accrued interest.

8126 James Herd,
Vs.
J. T. Gregg.

Court of Common Pleas, Union County, Ohio.
Oct. 18th, 1902,

This day came the plaintiff by his Attorney; also appeared in open Court, for and on behalf of said defendant, James E. 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 Three Hundred and Sixteen Dollars and sixty-four cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises,
It is therefore considered that said plaintiff recover of said defendant the sum of Three Hundred and Sixteen Dollars and Sixty-four Cents, being the amount of said note with interest computed at 8 per cent per annum from the 18th day of October, A.D. 1902; and also his costs herein expended, taxed at $—

8090 Orleans Brown
Vs.
Mary J. Edgr et. al.

Court of Common Pleas, Union County, Ohio.
Oct. 18th, 1902,

This day 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 William H. Kilbury, the purchaser,
It is further ordered that the Sheriff out of the proceeds of sale pay:-
First, to the Treasurer of Union County, the sum of $3.39, 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 $44.50 to D. H. Ayres for his services herein, taxed to $100.81,
Thirdly, to the plaintiff, Orleans Brown, one tenth part of the balance; to Mary J. Edgr, one tenth part of the balance, to John A. Benson, one tenth part of the balance, to Jemima Morgan, one tenth part of the balance, to Flora Kelly, one tenth part of the balance, to Elizabeth Edwards, one tenth part of the balance, to Sarah Heath, one tenth part of the balance, to Lucy Benson, one tenth part of the balance, to Isabella Benson, one tenth part of the balance, to John Kilbury, Guardian of Emory Kilbury, an infant his share, one twentieth part of the balance, and to John Kilbury, Guardian of Lydia Bell Kilbury, an infant, her share, one twentieth part of the balance,

8130

8072 Alma Kennedy
Vs.
Alta E. Kennedy et. al.

Court of Common Pleas, Union County, Ohio.
Oct. 18th, 1902,

This day this cause came on for confirmation of sale, and on motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby confirmed and confirmed. And it is further ordered that the Sheriff convey to the purchaser, H. J. Conklin, 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 of said premises, be awarded to put said purchaser in possession of said premises, It is further ordered that the Clerk enter satisfaction of the mortgages herein sued on to be entered on the records thereof in the office of the Recorder of Union County, And this Court coming now to distribute the proceeds of said sale amounting to $945.00, 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, towit, the sum of $—.
Secondly:- The costs of this action taxed at $—.
Thirdly: To the Citizens Home and Savings Co, the amount heretofore found due them with interest, towit, the sum of $ 429.88, Fourthly: To the plaintiff, Alma Kennedy, the amount heretofore found due her, with interest, towit, the sum of $383.52,
Fifthly:- Then to the defendant, Alta E. Kennedy the balance found due in the hands of said Sheriff.

8124

8130 In the matter of the Will of Adam Rausch, deceased. In the Court of Common Pleas of Union County, Ohio, Oct. 30th, 1902,

Be it remembered that heretofore, towit, on the 29th day of October A.D, 1902, an instrument of writing purporting to be the last Will and Testament of Adam Rausch late of Paris Township, in this County, deceased was produced in the Probate Court of Union County, and offered for Probate and was then filed, And it now being shown to the satisfaction of the Court that due notice of the filing of said Will and of the application to admit the same to Probate and Record in said Probate Court, has been given to the widow and next of kin of the testator resident of the State of Ohio, pursuant to a former order of said Probate Court; that all of the next of kin and widow of said testator having waived all questions of time said Will is ordered for hearing on this day, and John M. Brodrick, the Probate Judge of this County, being one of the subscribing witnesses to said Will, and having duly certified the hearing hereof into this Court as provided by Statute, thereupon on this day came Henry Rock and John M. Brodrick the subscribing witnesses to said Will, who being duly sworn testified to the due execution and attestation of said Will, which testimony was reduced to writing, by them respectively subscribed, and filed with said Will, Whereupon the Court finds that the aforsaid instrument of writing is the last Will and Testament of said Adam Rausch, deceased; that the same was duly executed and attested; and that the said Testator at the time of making, signing and sealing the same was of full age, of sound mind and memory, and not under any restraint,

It is therefore, by the Court ordered, that the said Will be admitted to Probate that a complete record be made of all the proceedings herein, in the Probate Court of Union County, Ohio, and that the costs herein taxed to $—, be paid by the Executor to be hereafter appointed within ten days after his appointment, and that an execution is awarded therefor; and that a transcript of the findings and judgment of this Court together with the original testimony of the witnesses and the original Will and all other original papers pertaining thereto be certified to the said Probate Court of Union County, Ohio,

Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio.

Mary B. Rogers,
8124 Vs. Court of Common Pleas, Union County, Ohio,
Joseph N. Rogers.

For the purpose of this case and for the purpose of facilitating the defendant in settling a partnership business foreign to this case, it is agreed and admitted by the defendant that he has and owns personal property, other than money and the horse and buggy mentioned in plaintiff's petition, to the amount and value of $1400,00, And it is agreed by the plaintiff that the defendant may be released from the operation of the injunction issued by the Court of Common Pleas of Union County, Ohio, as to his personal property, Also that he may rent the dwelling house in Richwood, Ohio, described in said petition, until the first day of April, 1903, and that he shall account to the Court for the rent received therefor.

Mary B. Rogers, By James E. Robinson, her Atty.
Joseph N. Rogers " J. F. Millar, his Atty,

7935 In the matter of the estate of Isaac Brodrick, deceased,

Court of Common Pleas, Union County, Ohio.
November, 8th, 1902.

This day came R. S. Hoodburn, Administrator of the estate of Isaac Brodrick, late of Union County, Ohio, deceased, and presented his first and final account in settlement of said estate duly verified. Thereupon, the Court do order the same filed and advertised for hearing on Saturday the 6th day of December A. D. 1902, at one o'clock P. M. to which time said matter is continued.

Duncan Dow, Judge Court of Common Pleas, of Union County, Ohio.

Certificate for Sheriff's Pay

Sheriff's Office, Union County, Ohio.

Marysville, O. Nov. 15th, 1902.

To. Hon. Duncan Dow, Judge,

Union County, Ohio, to Simeon F. Burnham, Sheriff, Dr.

To services in criminal case, where the State fails to convict or defendants prove insolvent, and for other services not particularly provided for, to be paid out of the County Treasury, as provided in Sec, 1231 ——— $30,00

S. F. Burnham, Sheriff of Union Co. O.

To the Clerk of the Courts, Union County, Ohio;-

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

Duncan Dow, Judge of Common Pleas Court.

8041 In the matter of the estate of Samuel A. Cherry, deceased,

Court of Common Pleas, Union County, Ohio.
October, 18th, 1902.

This day this cause came on to be heard upon the first and final account of John M. Brodrick, Executor of said estate, the exceptions of Madeline Cherry to said account therein filed, the motion to strike out the first and second exceptions, the exhibits filed with said account and the testimony of witnesses adduced on the hearing; and the same was argued by counsel and submitted to the Court: On consideration whereof, the Court do overrule said motion to strike out said first and second exceptions aforesaid, and do overrule all of the exceptions of said Madeline Cherry to said account. The Court find from the evidence that the item of Three Hundred and Five and 55/100 Dollars, with which said Executor charges himself under date of September, 25th, 1897, in the following words and figures, viz:- "September, 25th, To cash from Clara Park, balance Life Insurance, $305,55," was the remainder of the proceeds of Certificate No. 1986, held by decedent in The Odd Fellows Benficial Association of Columbus, Ohio, and ought not to have been charged as part of the assets of said estate, but that the same should have been paid to said Madeline Cherry, as widow of decedent, under the laws, rules and regulations of said Association. The Court further find that there were no funds belonging to said estate out of which the year's allowance to said widow or her dower in the real estate could have been paid, except from said sum of $305,55, aforesaid, and that said Executor, is entitled to credit on said item of $305,55, aforesaid, the said sum of Two Hundred Dollars, paid said widow, to apply on her year's allowance and also said sum of Sixty Dollars paid said widow as dower in the real estate. This matter came on further to be heard on the motion of the said Executor for the allowance of $107 32/100 as his legal compensation and

and $100.00 for extraordinary services rendered to said estate; on consideration whereof, the Court do allow said Executor said sum of $107.32 as his legal compensation, and the sum of $100.00 for extraordinary services. It is therfore ordered by the Court that said Executor retain out of the money of said estate the sum of the two items last aforesaid, towit $207.32,

And the Court do find the said Executor chargable with assets of said estate in the sum of $2182.89, and that he is entitled to credits in the sum of $2126.72, as shown by said vouchers and other evidence produced to the Court.

And the Court do further find that there is a balance of $56.17 in the hands of the said Executor due said estate, and said account is settled accordingly.

It is further ordered by the Court that said Executor out of the said balance of $56.17 in his hands pay:-

1st: The costs of this proceeding in this Court, taxed at $—,

2nd: The costs of the Probate Court in recording the proceedings herein, taxed at $—,

3rd: The remainder, thereof viz. $—. to said Madeline Cherry, widow as aforesaid,

It is further ordered By the Court that the Clerk of this Court certify a transcript of the proceedings herein, together with the original account, vouchers, and other original papers pertaining to said account to the Probate Court of Union County, Ohio, as provided by law. To all of which rulings, orders, and decrees of the Court the said Madeline Cherry excepts, and hereby gives notice of appeal, and the Court fixes the bond for appeal at $100.00,

Times of Holding Court.

Be it remembered, that at a meeting of the Judges of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio, held in the Village of Upper Sandusky, in the County of Wyandot, and in the State of Ohio, on the third Tuesday of October, A.D. 1902, to fix the times for commencing the terms of Court in said District for the year 1903, a majority 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 1903, be held at and from the dates following, commencing at the hour of nine o'clock in the morning of the said several days, to-wit:-

In Crawford County	February 9th,	May 4th and October 26th,
In Hancock County	January 5th,	March 30th and September 14th,
In Hardin County	January 5th,	March 30th and September 14th,
In Logan County	February 2nd,	May 4th and October 19th,
In Marion County	February 2nd,	May 11th and October 12th.
In Seneca County	February 2nd,	April 20th and October 12th.
In Union County	January 5th,	March 30th and September 14th,
In Wood County	January 5th,	March 30th and September 14th,
In Wyandot County	January 19th,	April 6th and September 14th,

Hon. Boston G. Young appointed Presiding Judge.

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

Frank Taylor
Wm. F. Duncan
James C. Tobias.
Boston G. Young
Duncan Dow.
} Judges.

8104

7935

8138

George B. Gregg. Plaintiff
vs.
James H. Tillon, as Treasurer of Union County, Ohio — Defendant.

Court of Common Pleas,
State of Ohio, Union Co. SS.
Allowance of Injunction

On motion of plaintiff and for good cause shown a temporary injunction is allowed herein restraining the defendant as prayed for until the further order of Court, and upon plaintiff's entering into an undertaking in the sum of One Hundred Dollars, conditioned according to law with sureties to the acceptance of the Clerk of said Court.

December 3rd, 1902.

Duncan Dow, Judge of Court of Common Pleas.

Order to Draw Jury

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County, Ohio, shall on the 8th day of December, A.D. 1902, cause to be drawn according to law, the names of fifteen persons to serve as Grand Jurors, and the names of fifteen persons to serve as Petit Jurors at the next term of said Court, commencing on the 5th day of January A.D. 1903, Said Grand Jurors to appear on the 5th day of January A.D. 1903, at 9 o'clock A.M. and the said Petit Jurors to appear on the 12th day of January A.D. 1903, at 9 o'clock a.m.

Duncan Dow, Judge of the Court of Common Pleas of Union Co. O.

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

The present term of this Court was begun on the 15th day of September A. D. 1902, and continued from day to day and from time to time by regular adjournments until this 18th day of October, A.D. 1902, and is now adjourned without day.

Attest: Chas Leuhorwood, Clerk.

8104 Lou Yoder by A. Yoder, his next friend.
Vs.
E. H. Moore

Court of Common Pleas, Union County, Ohio.
Dec. 12th, 1902.

of Nov. 10th, 1902.

By agreement of parties the amended petition herein is filed as
H. C. Hoopes, Atty for Plff.
Porter & Porter, attys for Dfft.

7935 In the matter of the estate of Isaac Brodrick, deceased,

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

Settlement of First and Final Account:- December 6th, 1902.

This day this matter came on to be heard on motion to confirm account, of the estate of Isaac Brodrick
R. L. Woodburn, Administrator late of Union County, Ohio, deceased, having heretofore, towit, on the 8th day of November, 1902, filed in this Court his first and final account, and notice of the time of hearing thereof having been given as required by law, by publication in the Marysville Tribune, a newspaper published, and of general circulation in the County aforesaid, for not less than three consecutive weeks from and after the 12th day of November, 1902, and no exceptions having been filed thereto, the said account, together with the vouchers accompanying the same, are now examined by the Court, and said account on such examination, being found correct, is allowed and confirmed.

This day this matter came on further to be heard on motion of said Administrator for the allowance of $350.00 as his legal compensation to this date, On consideration whereof, and the Court being fully advised in the premises, the said Administrator is allowed said sum of $350,00 as his legal compensation. It is therefore ordered by the Court that the said Administrator retain out of the money of said Estate the item last aforesaid, towit, $350.00 And the Court do find that said R.L. Woodburn, Administrator is chargeable with assets of said estate in the sum of $10,108.27 and that he is entitled to credits in the sum of $9571.65, as shown by said vouchers and other evidence produced to the Court.

And the Court do further find that there is a balance of $536.64, in the hands of the said Administrator due said estate, and said account is settled accordingly; and said Administrator is hereby ordered to distribute said balance to the parties entitled thereto according to law.

It is further ordered by the Court that said Administrator pay the cost of the proceedings aforesaid, taxed at $, within ten days, and that said account be recorded.

Duncan Dow, Judge of the Court of Common Pleas of Union County, Ohio.

In Vacation.

8083 Fairbanks, Morse & Co.
Vs.
B. E. Baker - Dfdt.

Court of Common Pleas, Union County, Ohio.
Dec. 18th, 1902

This day this action was settled by agreement of the parties herein as follows:- Said plaintiff dismiss this action at its costs, and by agreement the rights of property is in the defendant herein.
Said plaintiff in consideration of the receipt of $15.00 releases all claims against this defendant for the purchase price of engine referred to in this action.
Judgment is hereby rendered against the plaintiff herein for costs.
Dated this 11th day of December, 1902.

Milo S. Myers atty for Plff.
W. T. Hoppes atty for Dfdt.

8141 Eliza J. Schofield — Plaintiff.
Vs.
Thomas Schofield — Defendant.

Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing on the application of the plaintiff for alimony pendente lite, and the application of the defendant for the discharge of the injunction as to the chattels described in the petition, on the evidence of the original papers and affidavits, before the Hon. Duncan Dow, Judge of the Common Pleas Court aforesaid, and it was ordered and decreed that the defendant pay into the hands of the Clerk of said Court alimony pendente lite, as follows, for the plaintiff, to wit:- $25.00 in ten days, and $10.00 on the 1st day of February and the like sum on the first day of each month thereafter until the further order of the Court, and that the injunction as to the chattel property described in the plaintiff's petition be and the same is hereby discharged, but that the injunction as to the real estate is not disturbed. This the 22nd day of December, 1902.

8039 Robert S. Woodburn - Plaintiff
Vs.
Mary E. Robinson - Defendant.

Court of Common Pleas, Union County, Ohio
January 3rd, 1903

This day came the parties and settled this cause, and each party is to pay as follows: the plaintiff is to pay his costs, and the defendant is to pay her cost. No record,

J. W. Kinkade, Atty for Defendant.
J. Cameron " " Plaintiff.

January Term, 1903.

The State of Ohio
Union County ss.

This separate session of the Court of Common Pleas of the Tenth Judicial District and the Third Sub-Division of the State of Ohio, within said for the County of Union, for the January Term, A.D. 1903, held at the Court House in the Village of Marysville, County and State, aforesaid was begun on Monday, January 5th, A.D. 1903.

Present, Hon. Duncan Dow Judge.
Lyman F. Burnham, Sheriff.
Attest:- Chas. C. Linhorwood, Clerk

The Venire Facias for a Grand Jury heretofore issued and returnable this 5th day of January, A.D. 1903, at 10 o'clock A.M. was duly returned by the Sheriff with his endorsement thereon as follows:- to-wit:-

The State of Ohio, Union County ss. — Sheriff's Office January 2nd, 1903.
On the 8th day of December, 1902, I received this Venire and served the same on the several persons named therein, at the time and in the manner placed opposite their names endorsed hereon:-

No.	Name	When Served	How served	No. of Miles.
1	John Pierce	Dec. 23rd, 1902.	Personal	18.
2	Chester Seigman	" 10th. "	By Mail	18.
3	Martin Eirich	" 16th "	" "	8.
4	Edward McCombs	" 10th "	" "	34.
5	Frank Beem	" 13th "	" "	22.
6.	William H. Wills	" 11th "	" "	16.
7.	G.S. Robertson	" 15th "	" "	44.
8.	Jerry Rinehart	" 11th "	" "	10.
9.	Charles Diehl	" 12th "	" "	18.
10	Jen. Hornbeck	" 10th "	" "	30.
11	Frank Andrews	" 10th "	" "	26.
12	George Cowgill	" 10th "	" "	40.
13	C.C. Sivey	" 9th "	" "	32.
14	E.H. Moore	" 10th "	" "	22.
15	L.S. Albright	" 9th "	" "	32

L. F. Burnham, Sheriff.

And upon calling the same in open Court, all of the above named persons appeared in answer thereto, and the panel being complete, the Court appointed G.S. Robertson, foreman, who 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.

7764. Bridget E. Slattery
Vs. Court Common Pleas. Union County, Ohio.
James E. Slattery et.al. Jan 5th, 1903.

It appearing that the Petition in this case has been lost. on Motion it is ordered that same be allowed substitute a copy thereof: and that the same be in all respects received instead of such orignal pleading. and leave was granted to Mary St John to file answer and cross petition herein as Administratrix of the estate of Margaret Slattery, deceased.

8000 Cyrus Moore.
Vs. Court Common Pleas. Union County. Ohio.
Fleetwood Courtright. Jan 5th 1903.

On Motion of the plaintiff and upon his showing, it is ordered that this case be continued. and at the costs of the plaintiff. 8102.

8064. The State of Ohio ex rel, John D. Mather.
Vs. Court Common Pleas. Union County. Ohio.
William A Wright James W. Wright & Jan, 5th. 1903.
Margaret B. Wright.

It appearing that at the last term of this Court, the defendants William A. Wright, James W. Wright and Margaret B. Wright were each found guilty of contempt of Court, and that this cause was continued until the first day of the present term of sentence. And this being the first day of this term and the defendants being absent and failing to appear: it is ordered that a capias issue to the Sheriff of this County 8067.
requiring him to bring the said defendants William A. Wright James W. Wright and Margaret B. Wright and have them before this Court on the 7th, day of January 1903. to show cause if any, they, or either of them have why the sentence of the Court should not be pronounced, and for further proceedings. to which time this cause is passed for further proceedings.

Appointment of Court Bailiffs 8108.
Court Common Pleas. Union County Ohio. January Term, 1903.

It is ordered by the Court of Common Pleas, in and for Union County, Ohio, that Samuel Hensley and Allen Haines be, and they are hereby appointed Court Bailiffs to serve during the present Term of this Court, or until the Court shall otherwise direct: and as such 7997.
Bailiffs they shall preserve order in the Court Room, open and adjourn Court, empanel Juries except in capital cases, and discharge such other duties as the Court may from time to time direct.

Thereupon in open Court came the said Samuel Hensley and Allen Haines, and accepted said appointment, and took the oaths of office to faithfully and impartially perform the duties of said appointment.

Appointment of Court Stenographer
Court Common Pleas. Union County. Ohio.
Jan, 5th, 1903.

This day in open Court appeared James E. Robinson. Prosecuting Attorney of Union County, and requested that Annie B. McCrory. Official Court Stenographer. be permitted to take shorthand notes of the testimony and furnish a transcript of the same to the Prosecuting Attorney, as provided by Sec. 7195 of Revised Statutes as amended. Whereupon the Court allowed the request as above made, and in open Court administered to Annie B. McCrory the oath as provided by said Section 7195 and said Stenographer entered upon the discharge of the duties aforesaid.

James Reed
8102. Vs. Court Common Pleas. Union County Ohio.
Joseph P. Martin. executor. Jan, 5th, 1903.

This day this cause came on for hearing upon the Demurrer of defendant to the plaintiffs petition and the Cause being fully advised in the premises do find for the defendant and sustains the Demurrer of the defendant. The plaintiff thereupon took leave to amend this petition by adding the names of Sarah E. Reed as party plaintiff within Ten days from this date.

W. E. Hinton
8067. Vs. Court Common Pleas. Union County. Ohio.
Stephen Brothers Jan, 5th, 1903.

This day upon motion the defendants are granted leave to file their answer and cross petition herein forthwith said answer and cross petition is filed.

J. M. McElroy et. al.
8108. Vs. Court Common Pleas. Union County, Ohio.
J. M. Sanderson et. al. Jan, 5th, 1903.

This day this cause was continued for service.

Salome Yoder.
7997. Vs. Court Common Pleas, Union County. Ohio.
Solomon Yoder. Jan, 5th, 1903.

This cause being this day called for trial, and the plaintiff failing to appear in person or by attorney, this action is hereby dismissed at plaintiffs cost without prejudice to a future action. It is therefore ordered and adjudged by the Court that the plaintiff pay the costs of this action taxed $ —: and upon failure so to do that execution issue therefore.

James Herd.

8126. Vs. Court Common Pleas, Union County, Ohio.

J. F. Gregg Jany 5th, 1903.

This cause came on to be heard on the return of the Sheriff of the writ of execution issued herein with his report of his proceedings and sale of lands and tenements under said writ.

And the Court, having carefully examined the said proceedings, being satisfied that the said sale has, in all respects, been made in conformity to the provisions of the Statute in such case made and provided, finds the same to be legal, and does, therefore, approve and confirm the same. It is further ordered that the Sheriff make to the purchaser Thomas C. Gregg, a deed, conveying the life estate of the said John T. Gregg in the following lands and tenements so sold, to wit: Situated in Liberty Township, Union County, Ohio in Virgina Military Survey No 12472, beginning at a stake North east corner to William Milligans land in the North line of said Survey No 12472, Thence with said line South 80° East 290 24 poles (passing the Southeast L Survey No 3480, at 189 24 poles to a stone: Thence with the center of the N Railroad, S 10° W, 69 56 poles to a stone: Thence N, 80° W, 229 32 poles to a stone North West corner to F. C. Underhills land in the East line of the said William Milligans land, Thence with said line N, 9 4° E, 69 72 poles to the beginning containing 100 acres more or less. Also the following in the Township, County, State and U. M. Survey aforesaid beginning at a Lynn Sugar and beech, North east corner to land conveyed by Howard S. Shaffer and Margaret Shaffer his wife to William Rhoads on the 16th day of Dec, 1873: Thence with the South line of Thomas Nashas land, and the land of Isreal Lockwoods heirs S. 89° E, 115 poles to two hickories corner to James F. Mahaffys land. Thence with his line S. 7° W. to a stake in said Mahaffys line and 25 feet at right angles (on the Northerly side) from the center of the Bellefontain & Delaware Rail Road, Thence Westerly with the Northerly line of said Rail Road, and 25 feet from the center of the E. line of said lands of William Roads, Thence with his East line N, 7° to the beginning containing 46 acres more or less. Also the following in the Township, County and State aforesaid beginning at a stake at the North West corner of a fifty acre tract of land deeded by Corryden Winkler to Benjamine Tucker by deed dated Aug 13, 1853, recorded in Vol 17, page 65, of records of deed of said County and 69 36 poles N. 7° E. from a stone with bricks under it. Thence S. 89° E. 272 28 poles to the center of the Middleburg and Crowder road, Thence with the center of said road S, 46° W. to the Northeast corner of a twenty acre tract of land deeded by James F. Mahaffy and wife to David Anthony by deed dated Feb, 12, 1873. and recorded in Vol. 38, Page 62, of records of deeds of said County. Thence with the N. line of the said 20 acres and of the 50 acres N. 83° W, 185 poles to the beginning containing 94 acres more or less. And the said purchaser is hereby subrogated to all the rights of any lienholder, who shall be satisfied herein for the protection of his title. And a writ of possession is awarded to put the purchaser. And the Court coming now to the distribution of the purchase money in the hands of the Sheriff, orders that he pay 1. To the Treasurer of this County the taxes and penalty due upon

8112.

8110.

8129.

8192.

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8122.

7914

the property so sold to wit;
2, To the Clerk of this Court the costs of this action, taxed to $, and the further distribution of the balance of said purchase money is passed for the further order of the Court.

Marshall Markey et al.
Vs.
8112. Ellen B. Beem. Court Common Pleas, Union County, Ohio.
Jan 5th, 1903.

This day on Motion of the defendant, the Court grants leave to file demurrer therein, and the same was filed.

Joseph E. Smart.
8110. Vs. Court Common Pleas, Union County, Ohio.
John T. Gregg et al. Jan, 5th, 1903.

This day this cause was continued for service.

John R. Reyner.
8129. Vs. Court Common Pleas, Union County- Ohio.
Ed. Rogers, et. al. Jan, 5th, 1903.

This day on Motion of one of the defendants leave was granted the Dickinson Trust Co. to answer in 15 days.

James S. Winters
8192. Vs. Court of Common Pleas, Union County, Ohio.
W. W. Hill Jan, 5th, 1903.

This day upon Motion of plaintiff, leave was granted to attach transcript to the petition in this case.

William Cassiday
8079 Vs. Court Common Pleas, Union County, Ohio.
William A. Phelps Jan, 5th, 1903.

This day this cause came on to be heard upon the Motion of the defendant to require the plaintiff to make his petition more definite and certain: and was argued by Counsel and submitted to the Court. Whereupon the Court overrules said motion, and grants leave for defendant to answer in 15 days.

The State of Ohio, on relation of Anna E. Heil.
8122. Vs. Court Common Pleas, Union County, Ohio.
Richard Nicol. Jan, 5th, 1903.

This day this cause was continued by order of the Court.

Edwin H. Perkins, Admr.
7914 Vs. Court Common Pleas, Union County, Ohio.
William J. Merchant, Admr. Jan, 5th, 1903.

This day on motion of defendant leave was granted by the Court to file answer herein, and the same was filed.

7723. Witcraft, Dickinson & Richardson
Vs. Court Common Pleas, Union County, Ohio.
H. M. Green, et. al. Jan, 5th, 1903.

This cause being this day called for trial, and the plaintiffs failing to appear in person or by attorney, the action is hereby dismissed at plaintiffs costs without prejudice to a future action.
It is therefore considered by the Court that the defendants recover of the plaintiffs their costs herein expended taxed at $.
It is further ordered and adjudged by the Court that the plaintiffs pay the costs by them made in this action taxed to $. and that upon failure to pay the costs above mentioned, execution issue therefore. 8045.

Henry Kress
8853. Vs. Court Common Pleas, Union County, Ohio
John Doelp. Jan, 5th, 1903.

This day on motion of the defendant leave was granted to file amended answer, and the same was filed.

Appointment of Deputy Sheriff.

To the Honorable Almeon Dow, Judge of the Court of Common Pleas Union County Ohio:- I Simeon F. Burnham, Sheriff of Union County, Ohio. hereby appoint Allen Haines, of Marysville, Ohio, as my Deputy.
The said Allen Haines is a qualified elector of Union County, and is not at this time acting as Justice of the Peace or Mayor of any Municipality.
I respectfully ask that his appointment as Deputy Sheriff be approved. this, 5th, day of January, A. D. 1903.

S. F. Burnham, Sheriff.

The appointment of Allen Haines, as Deputy Sheriff of Union County, Ohio, is hereby approved by me, this 5th, day of January, A. D. 1903, and the Clerk of this Court is directed to enter this appointment and approval upon the Journal of this Court.

Almeon Dow, Judge, of Court Common Pleas, Union Co., O.

Whereupon came the said Allen Haines, and accepted said appointment and took the following oath of office, towit:-
I solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Ohio, and will faithfully discharge the duties of Deputy Sheriff. 922.

Allen Haines.
Sworn to and subscribed before me this 5th day of January, A. D. 1903.
Chas Pemberwood.
Clerk of Court.

8113.

Court adjourned to Tuesday Jan. 6th, 1903

Tuesday, Jan, 6th, 1903, Court convened at 9 oclock A.M.

8045. The Marion Manufacturing Company.
Vs. Court Common Pleas, Union County, Ohio.
J. William Powell. et.al. Jan 6th 1903.

On Motion of the plaintiff and its producing the Sheriff's return 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 said Sheriff convey to the purchaser, Uriah Cahill, by deed according to law, the property so sold: and the said purchaser is hereby subrogated to all the rights of the said lienholder in said premises, so far as it 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 $405. it is ordered that the Sheriff out of the money in his hand pay 1st. to the Treasurer of Union County, the taxes and penalty against said land to-wit $2.19.
2d. To the Clerk the costs of this action, taxed at $98.07
3d. To the plaintiff the balance of said Money to-wit $304.44 to be applied as a credit upon its judgments against the defendant J. William Powell
And their still remaining due the plaintiff on its said judgment $58.66 execution is awarded against said J. William Powell therefor.

The Court further find upon the evidence, that since the judgment herein the record of the notes set forth in the petition and described in said mortgage has become due and is unpaid, and that there is due the plaintiff thereon, with interest to this day, the sum of $356.70

It is therefore considered by the Court that the plaintiff recover of the defendant J. William Powell the sum of $356.70. which draws interest at eight per cent. per annum, payable annually, and execution is awarded therefor.

922. State of Ohio — Indictment for Burglary and Grand Larceny.
Vs. Court Common Pleas, Union County Ohio.
Ottis L. Goff. Jan, 6th, 1903.

This day Nolle Prosequi is entered herein, by order of the Court at request of the Prosecuting Attorney.

8113. Lydia R. Johnson
Vs. Court of Common Pleas, Union County, Ohio.
John B. Johnson Jan, 6th, 1903.

This day upon application of defendant leave was granted to defendant to withdraw his answer and cross-petition filed herein.

921. State of Ohio) Indictment for Burglary and Grand Larceny.
Vs. Court of Common Pleas. Union County, Ohio.
Justice Goff. Jan. 6th, 1903.
This day Nolle Prosequi is entered herein, by order of the Court at request of the Prosecuting attorney.

8146.

7760. Madeline Cherry
Vs. Court Common Pleas. Union County, Ohio.
John M. Brodrick. Executor Jan. 6th. 1903.
This day this cause was dismissed by order of the Court at the cost of the plaintiff. It is therefore ordered and adjudged by the Court that the plaintiff pay the costs herein, taxed at $: and upon failure so to do execution is allowed to issue therefore..

8116. Emely Blumenshine
Vs. Court Common Pleas, Union County, Ohio.
Adam Blumenshine Jan. 6th. 1903.
This day this cause came on for hearing on the petition of the plaintiff and the Court being duly informed in the premises and having heard the evidence of the Witness do find for the plaintiff as follows to-wit:
1st That said parties were married as alledged in the petition.
2d. That the defendant had been duly served by summons and copy of the petition. 3d. That the defendant was Impotant as alleged in the plaintiff's petition. The Court further finds that each party shall have an Equal one half part of the property herein after mentioned to-wit-
2 Beds, 2 Rocking Chairs, 4 Common Chairs two Tables One Cook Stove one heater One Cubbord and Stand three carpets and Washstand one Dresser and Sewing Machine and Horse & Buggy and one Colt and Cow. and if either Elects to take any of said property the other is to have either costs to the value of the one half taken. It is found also by the Court that One Rocking Chair, 23 of the Chickens taken by the defendant belonged to the plaintiff and that she is entitled to the same out side of the property mentioned above. It is therefore Considered ordered and adjudged by the Court that the plaintiff have a Complete divorce, each party relieved of the obligations thereof and that plaintiff be restored to her maiden name of Emily Watkins, and that each party pay one half of the cost of this action.

8100

8107 Ellen Spencer
Vs. Court Common Pleas, Union County Ohio.
Levia Spencer Jan. 6th, 1903.
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 for the plaintiff. 1 that said defendant had been legaly served by summons in this case 2 That the defendant had been guilty of gross neglect of duty in the premises as claimed in the petition. It is therefore considered ordered and adjudged that the plaintiff have a complete divorce from the defendant, the parties being fully released from the obligations thereof. and that she be restored to her former name of Ellen Miller and restored to all her property rights free from the dower of defendant & recover her costs taxed at $.
Court adjourned to Wednesday Jan. 7th. 1903.

Wednesday Jan 7th. 1903. Court Convened at 9. oclock A.M.

8146. Henry Huffman. A.C. Love.
Vs. Court Common Pleas. Union County, Ohio.
Nelson J Smith. Jan, 7th, 1903.

This day came the plaintiffs. by their attorney: also appeard in open Court, for and on behalf of said defendant. Milo L. Myers. 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 plaintiffs for three hundred and fifty dollars and no cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions. errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendant the sum of three hundred and fifty dollars and no cents. being the amount of said note with interest computed at six per cent. per annum from the first day of January, 1903. A.D. and also their costs herein expended, taxed at $.

John V. Eirick
8100 Vs. Court Common Pleas. Union County, Ohio.
William Rausch Jan, 7th, 1903.

This day this cause came on to be heard upon the demurrer of defendant to the petition of plaintiffs: and was argued by counsel and submitted to the Court: Whereupon the Court after due consideration the Court sustains said demurrer as to the second cause of action in said petition. to which ruling and decision of the Court the plaintiff by his Attorney then and there excepted. It is further considered and adjudged by the Court that said demurrer be overruled as to the first and third causes of action in said petition. to which ruling and judgment of the Court. the defendant by his Attorney then and there excepted; and on motion the Court grants defendant 10 days in which to file answer herein.

Court Adjourned to Thursday Jan. 8th, 1903.

Thursday Jan. 8th. 1903 Court Convened at 9 o'clock A.M.

Report of Grand Jury.

To the Honorable Duncan Kerr. 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, 1903, 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 carefully examined in all such matters as have legitimately come to our notice, having examined over 51. witnesses, covering eight cases, and presented three bills, and ignored five cases considered by us. The business has been transacted in as expeditious a manner as possible. 8115

During our session we visited the County Jail. examined its state and condition. and inquired into the discipline and treatment of the prisoners, and their habits. diet and accommodations. We find and respectfully report to the Court that the rules prescribed by the Judge have been faithfully kept and observed. and we do find that no provision of law for the regulation of County Jails has been violated.

We find that the drive-way leading to the Sheriff's barn is in an almost impassable condition and therefore recommend that the building situated West of the Jail be moved, that the drive-way be straightened and that said drive-way from its intersection with Fifth Street to its intersection with Sixth Street be paved with paving blocks similar to those in use on the Public streets of Marysville: and should the County Commissioners decide not to make the improvement in the manner suggested. we recomend that the drive-way at least be furnished with a sufficient covering of crushed stone. Respectfully submitted Granville S. Robertson. 8124.

January 8" 1903. Foreman.

1141.

State of Ohio Court Common Pleas. Union County. Ohio.
Vs. Indictment for Voting in a precinct in which he does
Nile Bland. not reside ------ Jan. 8th, 1903.

Now come the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being arraigned upon said Indictment for plea thereto, saith he is guilty as charged in said Indictment; and the Court having heard the testimony, and being fully advised in the premises: and the defendant being inquired of if he had any thing to say why judgment should not be pronounced against him: and having nothing but. what he hath already said; 8096.

It is therefore ordered and adjudged by the Court that the said defendant, Nile Bland pay a fine of Fifteen Dollars and the cost of this prosecution: and that he stand committed to the Jail of Union County, Ohio, until the above fine and costs are paid, or secured to be paid or he be otherwise discharged according to law. 8104.

1142.

State of Ohio. Court Common Pleas. Union County, Ohio.
Vs Indictment for Voting more than once at the same election.
Nile Bland Jan. 8th. 1903.

This day Nolle Prosequi is entered herein by the Court, at the request of the Prosecuting Attorney.

Court adjourned to Friday Jan 9th. 1903.

Friday Jan 9th. 1903. Court Convened at 9 oeloek. a. M.

John E. Homeworth.

8115 Vs. Court Common Pleas. Union County. Ohio.

Carlida Homeworth. Jan. 9th. 1903.

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein as required by law. and having failed to appear. the Court find her in default for answer and demurrer to said petition. and hearing evidence. find that the allegations thereof to be true. The Court further find that the plaintiff at the time of feling his petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bonafide resident of this County of Union. and that the parties hereto were married. as set forth in said petition.

The Court further find. upon the evidence addueed. that the defendant has been guilty of Wilful absence for three years last past and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said John E. Homeworth and Carlida Homeworth be. and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is ordered that the plaintiff pay the costs of this action taxed at $.

Mary B. Rogers.

8124. Vs. Court Common Pleas, Union County. Ohio.

Joseph A. Rogers. Jan. 9th, 1903.

This day this cause came on to be heard upon the motion of plaintiff to require the defendant to make his answer more definite and certain: and was argued by counsel and submitted to the Court: on consideration whereof. the Court overrules said motion: to which ruling and decision of the Court. the plaintiff by her counsel then and there excepted: on motion of the Court five days leave is granted to file reply herein.

Dora Bicket

8096. Vs. Court Common Pleas. Union County, Ohio.

Laurinda Suley et. al. Jan 9th. 1903.

This day on motion of the defendants. the Court grants leave to file answer herein in 15 days.

Son Yoder by A. Yoder.

8104. Vs. Court Common Pleas. Union County, Ohio.

E. A. Moore Jan 9th. 1903.

This day this cause came on to be heard on motion of defendant for security for costs, and the Court after hearing argument of Attorneys, and being advised in all matters overrules said Motion.

W.M. Patrick

8123. Vs. Court Common Pleas. Union County. Ohio.

Alba Patrick Jan. 9th. 1903.

This day this cause came on to be heard on the petition and the evidence, the defendant having been duly served with summons and a copy of the petition, and having failed to appear.

And on consideration 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 & 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 W. M. Patrick and Alba Patrick, be and the same hereby is, dissolved, and both parties released from the obligations of the same. It is further ordered that the plaintiff pay the costs herein taxed at $. 8147

In the Matter of the Complaint against Thomas Reed an Attorney & Counselor at law & an Officer of this Court.

Court Common Pleas, Union County, Ohio.
Order for the institution of proceedings to suspend or remove Thomas Reed an Attorney.
Jan, 9th, 1903.

It having come to the knowledge of Duncan Dow Judge of the Court of Common Pleas, of Union County, Ohio, That Thomas Reed an Attorney & Counselor at law practicing in his said Court has probably been guilty of Misconduct in his office of attorney & Counselor at law and also probably guilty of unprofessional conduct involving moral turpitude in his said office.

It is therefore ordered that proceedings on account thereof, be instituted against the said Thomas Reed. It is further ordered that J. L. Cameron, W. T. Hoops and James E. Robinson attorneys at law practicing in this Court be and they are hereby appointed to prepare and present charges and specifications, a copy of the same to be duly served ten days before the date of the hearing and trial thereof against said Thomas Reed touching said matters and to attend upon this Court, and conduct such proceedings according to the statute in such case made provided.

And this cause is set for hearing on the day of February A. D. 1903 at ten o'clock A.M. and before this Court.

Duncan Dow, Judge of Court Common Pleas, Union County Ohio.

Uriah Cahil et.al.

7971. Vs. Court Common Pleas. Union County. Ohio.

Thomas H. Biddle Jan 9th, 1903. 7952.

This day came the parties and by agreement settled this cause as follows. It is agreed by the parties that this action shall be dismissed at the cost of the defendant. It is further agreed that the defendant Asbury Cheney, as administrator of the estate of said Thomas Biddle shall, and he hereby does, accept and allow as good and valid claim against said estate, the claim of the plaintiff's for the sum of twelve hundred and fifty (1250.00) dollars, with its interest thereon from the 22d. day of April 1902, as stipulated and agreed upon in the contract of

dissolution of the said partnership of Biddle & Cahill, said amount being the consideration for the plaintiff's one half interest in the stock of hardware of said partnership purchased from them by said Thomas H. Biddle, deceased. It is further agreed that, with the exception of said claim of $1250. and its interest, all matters between said parties either as partners or as individuals are fully settled. and that the estate of said Biddle is not indebted to the plaintiffs upon any other debt. claim or demand. and that the plaintiff Uriah Cahill. and the estate of James Cahill are neither indebted, to the estate of said Biddle upon any other debt. claim or demand. and this entry is an aquittance to both parties of all matter, debts. claims or demands, except the said claim of $1250, and its interest.
It is therefore considered, ordered and adjudged by the Court that this cause be and hereby is dismissed, and that the defendant Asbury Cheney as such administrator, pay the costs herein. taxed to $.

O.M. Scott & Brs.

8147 Vs. Court Common Pleas. Union County, Ohio.

Ben F. Morey & A. L. Green. Jan. 9th. 1903.

This day came the Plaintiffs by Porter & Porter their Attorneys: and filed their petition against said Defendants Ben F. Morey & A. L. Green. and thereupon F. G. Ballinger one of the Attorneys of Record of this Court also appeard in open Court. for and on behalf of said Defendants Ben F. Morey & A. L Green and who by virtue of a warrant of Attorney for that purpose duly executed by said Defendants, and now produced in open Court and duly proven, waived the issuing and service of process. and entered the appearance of said Defendants herein. and by virtue of the same warrant of Attorney, confessed that there is due from said Defendants to said Plaintiffs as is alleged in said plaintiff's petition. the sum of One Hundred Forty eighty 68/100 Dollars $148.68. 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 that said O. M. Scott & Brs. Plaintiffs do recover from said Ben. F. Morey & A. L Green. Defendants the said sum of One Hundred & Forty eighty & 68/100 Dollars, $148.68. so as aforesaid confessed to be due. together with costs of suit herein, to be taxed and with interest to be computed from the 9th day of January 1903, at the rate 8 per cent. per annum. And by virtue of said warrant of Attorney. all errors in this action. judgment and proceeding are released. and all right of appeal. and all right to file a petition in error are waived.

Patrick C. Shea.

7952. Vs. Court Common Pleas. Union County. Ohio.

The National Masonic Jan. 9th. 1903.
Provident Association

This day this cause was settled by the parties at the defendants costs. and all costs paid.

Court Adjourned to Wednesday Jan. 14th. 1903.

Wednesday Jan. 14th. 1903. Court Convened at 9 oclock A. M.

Flora Hoy.
Vs. Court Common Pleas. Union County. Ohio.
James Hoy. Jan. 14th. 1903.

8192.

Now comes the plaintiff. the defendant having been legally served 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 by him confessed to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same. and was at 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 find upon the evidence addueed. that the defendant has been guilty of Gross Neglect of Duty. and that by reason there of 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 to said Flora Hoy. and James Hoy. be. and the same hereby is. dissolved. and both parties are released from the obligations of the same.

8198.

It is further ordered that the petitioner be. and she hereby is restored to her maiden name of Flora Neill.
It is further considered by the Court that the said Flora Hoy recover from the said James Hoy her costs herein expended: and execution is awarded thereof.

Court adjourned to Thursday Jan. 15th. 1903.

Thursday Jan 15th. 1903. Court Convened at 9. oclock. A.M.

8192. James S. Winters
Vs. Court Common Pleas, Union County. Ohio.
Morris W. Hill. Jan. 15th. 1903.

This cause came on for hearing upon the petition and the transcript of the proceedings and judgment of Jaron Case. a Justice of the peace for this County: on consideration whereof the Court find there is no errors in said proceedings and judgment, and the said judgment is therefore affirmed at the cost of the plaintiff in error. taxed at $.

It is therefore ordered that 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. Plaintiff in error duly excepted at the time to all of said finding, order and judgment.

8198. George B. Gregg.
Vs. Court Common Pleas. Union County. Ohio.
James W. Tilton. Treasurer of Union County. O. Jan. 15th. 1903.

This cause coming on for hearing on the ninth day of January. 1903. on defendants demurrer to the petition. and motion to dissolve the temporary injunction heretofore granted; and the Court after hearing argument of counsel thereon, reserved its decision until this 15th day of January, 1903. Upon due consideration. it is ordered by the Court that the injunction hereinbefore granted be modified as follows:-

That under the provisions of Section 1084 of the Revised Statutes that the Treasurer is not authorized for the purpose of collecting taxes to remove the tax duplicates or either of them or any other property placed in his possession as Treasurer from the Treasurer's Office in Marysville. Ohio. and to that extent only will he be enjoined and in all other respects the injunction will be dissolved.

The Court doubts plaintiffs capacity to bring said action in his individual right: but to avoid further litigation upon amendment or in a new action. overrules said demurrer. Thereupon defendant, by his Attorney. requested leave to answer. which was disallowed by the Court; and thereupon the defendant submitted the case upon the pleadings. and the Court renders judgment that said injunction be made perpetual as hereinbefore modified.

It is further ordered because of the public nature of this action that the costs thereof be paid out of the County Treasury. and the County Auditor is directed to draw his warrant for the amount.

To all of which rulings, orders, and judgment of the Court both parties duly excepted and gave notice of appeal: and the amount of the bond to be given in case either party appeal. is hereby fixed at One Hundred Dollars.

1139. State of Ohio. Court Common Pleas, Union County, Ohio. 8104.
Vs. Jan. 15th, 1903.
Carrie M. Holt Indictment for Cruelty to Animals

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being arraigned upon said Indictment for plea thereto saith he is guilty as charged in said Indictment: and the Court having heard the testimony, and being fully advised in the premises; and should not be pronounced against him: and having nothing but what he hath already said;

It is therefore ordered and adjudged by the Court that the said defendant Carrie M. Holt pay a fine of five Dollars and the costs of this prosecution; and that he stand committed to the Jail of Union County, Ohio. until the above fine and costs are paid, or secured to be paid, or he be otherwise legally discharged.

8074. The Union Central Life Insurance Com-
Vs. Court Common Pleas. Union County, Ohio.
A.J. Miller. Executor Jan. 15th. 1903.

This day this cause coming on to be heard and a jury being waived, the same was submitted to the Court upon the pleadings, evidence, and argument of Counsel, Whereupon, the Court, on consideration thereof, finds upon the issues joined between the said inter pleading defendants, for the said Barney Creviston, as Administrator of the Estate of Aggie M. Creviston, deceased. 8067.

The Court further finds that the said defendants, in their respective representative capacity, are entitled to receive the sum of $1000. each from the insurance money now in said Plaintiffs possession with accumulation thereon, if any, since the death of James D. Harner. Wherefore it is ordered, adjudged and decreed by the Court that the Plaintiff, The Union Central Life Insurance Company, pay into this Court forthwith, the amount of insurance money held by it, to wit: The sum of $2000 00 with accumulation and that of said fund, the said executor, A.J. Miller, receiver for the estate of his decedent the sum of $1000, with accumulation thereon and that of said fund, the said Administrator, Barney Creviston, receive for the estate of his decendant the sum of $1000. with accumulations thereon. It is further adjudged by the Court that the said Executor and Administrator respectively pay onehalf of the costs in this behalf taxed at $ — 8113.
To all of which findings, orders, and judgments of the Court, the said A.J. Miller, Executor as aforesaid, by his Counsel, excepts, and gives notice of his intention to appeal there from to the Circuit Court of said County: and for such appeal, the Court fix the Bond in the sum of $100 00.

8074. The Union Central Life Insurance Company.
Vs. Court Common Pleas. Union County, Ohio. 8137.
A.J. Miller, et.al. Jan. 15th. 1903.

This day this cause came on to be heard upon the motion of the said A.J. Miller for a new trial, and on consideration thereof the Court overrules said motion to which ruling of the Court the said A.J. Miller excepted.

Lou Yoder by A. Yoder.

8104. Vs. Court Common Pleas. Union County. Ohio.

E. W. Moore. Jan. 15th. 1908.

This day came the parties herein, by their attorney's: also came the following named persons as jurors, towit:- Charles Curry, Alfred Amerine. H. G. Bellville, Frank Robinson. John B. Robinson. Jasper Graham. Joseph Sweney. C. H. Brown, Foster Bennett. John Evans. John F. Wilkins, and William Stallings, who were duly impanelled and sworn according to law: and thereupon the case came on for hearing on the pleadings and evidence.

And the said Jury having heard the evidence, and the argument of counsel in part, said cause was continued until tomorrow morning at 9 o'clock.

Court adjourned to Friday Jan. 16th. 1909.

Friday Jan. 16th. 1909. Court Convened at 9 o'clock. A. M.

W. E. Hinton

8067. Vs. Court Common Pleas. Union County. Ohio.

Stephen Bros. Jan. 16th. 1909.

This day this cause came on to be heard on Motion of plaintiff to require defendant to seperately state and number causes of action. the Court being advised in the matter overrules said Motion.

Lydia R. Johnson.

8113. Vs. Court Common Pleas. Union County, Ohio.

John B. Johnson. Jan. 16th. 1909.

This day this cause came on to be heard upon the petition of the plaintiff the defendant having withdrawn his answer and cross petition and the Court being fully advised in the premises after hearing the testimony does find for the plaintiff that said defendant was guilty of Cruelty and gross neglect of duty to the plaintiff. The Court finds first that the parties were married as alleged in the petition. That said defendant was legally served by Summons in this case. That the defendant was guilty of neglect of duty and Cruelty. It is therfore considered and adjudged by the Court that the plaintiff be granted a complete divorce from the defendant and that each party be released from the obligations thereof and that she be restored to her former name of Lydia R. Wills and recover her costs taxed at $.

Harry Courter.

8137. Vs. Court Common Pleas. Union County. Ohio.

Lillie A. Courter. Jan. 16th. 1909.

This day this cause on to be heard upon the motion of the defendant for the allowance of alimony Pendente lite in this case: and was was argued by counsel and submitted to the Court: whereupon the Court orders that the plaintiff within 20 days pay to the Clerk of this Court the sum of $ 20.00 as alimony for to defray defendants expenses in this action.

8104 Lou Yoder by A. Yoder
Vs. Court Common Pleas. Union County. Ohio.
E. W. Moore. Jan. 16th. 1903.

This day again came the parties, by their Attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded. And the said Jury having heard all the testimony adduced. the argument of Counsel. and the charge of the Court. retired to their room in charge of the Sheriff for deliberation.
And now comes said Jury into open Court with their verdict in writing. signed by their foreman, and say: "We. the Jury. 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 Two Hundred Sixty ($260.)
Dated. Jan. 16. 1903. J. B. Robinson. Foreman.

8140.

W. E. Hinton
8067. Vs. Court Common Pleas. Union County. Ohio.
Stephen Bros. Jan. 16th. 1903.

This day this cause having been assigned for trial. the plaintiff came by his attorney. and also came the following named persons as Jurors. to-wit:- Charles Curry. Alfred Amerine. D. G. Belville. Frank Robinson. John B. Robinson. Jasper Graham. Joseph Sweney. C. D. Brown. Foster Bennett. John Evans. John F. Wilkins, and William Stillings. who were duly impaneled and sworn according to law: and thereupon the case came on for hearing on the pleadings and evidence.
And after hearing the evidence. argument, and charge of the Court, the Jury retired to their room in charge of the Sheriff for deliberation.
And now comes said Jury into Open Court with their verdict in writing signed by their foreman and say: "We. the Jury. being duly impaneled. sworn and affirmed. find the issues in this case in favor of the plaintiff. and assess the amount due to the plaintiff from the defendants at the sum of Five 70/100 Dollars."
Dated Jan. 16. 1903. J. B. Robinson Foreman

The Farmers Bank.

8140. Vs. Court Common Pleas. Union County. Ohio.

Millissa Carpenter. et.al. Jan. 16th. 1903.

This day came the plaintiff by his attorney and this cause came on to be heard upon the petition and evidence the the defendants being in default for answer or demurrer. although duly served with procss. On consideration whereof the Court finds that the allegations of the petition are true: That there is due from the defendants Frank Carpenter and Millissa Carpenter on the note and mortgage set forth in the petition the sum including interest to the first day of this Term. of Three Hundred and Twenty Dollars and Sixty cents. which bears intrest at 8 per cent and is a good and valid lien. on the premises in the petition described. It is therefore considered that the plaintiff recover of the defendants Frank Carpenter, and Millissa Carpenter. said sum of Three Hundred & twenty dollars & 60 cents with 8 per cent interest from the first day of this Term. and also its cost of this suit:-

And it is ordered and decreed that unless the costs of this suit and the amount found due the plaintiff, with interest shall be paid within three days from the date of this decree. the defendants equity of redemption shall be foreclosed and and order shall be issued to the Sheriff of said County directing him to appraise advertise and sell said premises according to law and from the proceeds of such sale he shall pay first the costs of this proceeding. and any taxes and assessments that may be due on said premises. Second to the plaintiff the said sum of $320 60 with interest as aforesaid. and bring the balance, if any into Court for further order. The defendant J.L Cameron has leave to file answer and cross petition in ten days.

Court adjourned to Monday Jan. 19th. 1903.

Monday Jan. 19th. 1903 Court Convened at 9 oclock. A. M.

8075. Frank Channel
Vs. Court of Common Pleas. Union County. Ohio
T. & O.C.R.R.Co. Jan. 19th. 1903.

This day on motion of the plaintiff leave was given to file reply and the same was filed.

8075 Frank Channel.
Vs. Court Common Pleas. Union County. Ohio.
T. & O.C.R.R. Co. Jan. 19th. 1903.

This day came the parties herein. by their attorneys: also the following named persons as jurors. to wit:-
Charles Curry. Alfred Amerine. J.B. Shelton. D. G. Belleville. Frank Robinson. John B. Robinson. Jasper Graham. Joseph Sweney. C.D. Brown. John Evans. William Miller. and William Stillings. who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence. And the said Jury having heard the evidence adduced in part. said cause was continued until tomorrow morning at 9 o'clock.

8067. George Hamilton
8076. Vs. Court Common Pleas. Union County. Ohio.
T. & O.C.R.R.Co. Jan. 19th. 1903.

This day on motion of the plaintiff. leave was given to file reply and the same was filed.

8075.

Court adjourned to Tuesday Jan. 20th. 1903.

Tuesday Jan. 20th. 1903 Court Convened at 9 o'clock. A.M.

Frank Channel.
8075. Vs. Court Common Pleas. Union County. Ohio.
T. & O.C.R.R. Co. Jan 20th. 1903.

Thursday again came the parties by their attorneys. and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard the testimony addueed in part. said cause was continued until tomorrow morning at 9,0'clock.

Court adjourned to Wednesday Jan, 21st, 1903.

Wednesday Jan, 21st. 1903. Court Convened at 9,0'clock. A.M.

W. E. Hinton
8067. Vs. Court Common Pleas. Union County. Ohio.
Stephen Bros. Jan 21st. 1903.

The Jury in this action, having on a former day of this term rendered a verdict for the plaintiff, and assessed his damages at $5.40. and no motion for a new trial having been made:
It is therefore considered by the Court that the said W. E Hinton recover of the said Stephen Bros. the said sum of ($5.40 Five and 40/100 Dollars. together with his costs herein expended.

Frank Channel.
8075. Vs. Court Common Pleas. Union County. Ohio.
T. & O.C.R.R. Co. Jan. 21st. 1903.

Thursday again came the said parties by their attorneys and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 9 oclock.

Court adjourned to Thursday Jan. 22nd. 1903.

Friday Jan 23rd 1903 Court Convened at 9 o'clock.

Thursday Jan. 22nd. 1903. Court Convened at 9. o'clock. A. M.

8109.

Frank Channel.
8075 Vs. Court Common Pleas. Union County. Ohio.
T. & O.C.R.R. Co. Jan, 22nd. 1903.

This day again came the parties by their attorneys. and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard all the testimony adduced in this case. and the argument of Counsel in part. said cause was continued until tomorrow morning at 9. o'clock. 8104.

William Blue.
8109. Vs. Court Common Pleas. Union County, Ohio.
T. & O. C. R. R. Co. Jan, 22nd. 1903.

This day this cause was continued until next term of this Court, by agreement of the parties.

Henry Kress
8053. Vs. Court Common Pleas. Union County. Ohio.
John Hoelp. Jan, 22nd. 1903.

This day on motion of the plaintiff by his attorney. this cause was continued until next term of this Court.

1140.

Court adjourned to Friday Jan. 23rd. 1903.

Friday Jan, 23rd. 1903. Court Convened at 9 o'clock A. M.

Frank Channel.
8076 Vs. Court Common Pleas. Union County. Ohio.
T. & O.C.R.R. Co. Jan, 23rd, 1903.

This day again came the parties by their Attorneys: and also came the Jury heretofore impaneled and sworn. and the trial proceeded. And the said Jury having heard all the testimony adduced in the case. the argument of Counsel, and the charge of the Court. retired to their room in charge of the Sheriff. for deliberation. And the hour of adjournment having arrived. the Court discharged said Jury until tomorrow morning at 9 o clock.

Pauline W. Gabriel.
Vs. Court Common Pleas, Union County. Ohio.
Myron B. Gabriel. Jan 23rd, 1903.

This day this cause having been submitted to the Court. at the September Term, 1902. upon the motion to modify the former order of the Court as to the custody of Minor child. the Court after having heard the testimony adduced in the case, and having taken the matter under consideration until this day. finds for the plaintiff, and overrules said motion.
It is therefore considered and adjudged by the Court that said motion be overruled, and that the defendant pay the costs thereof for which execution is allowed.

William Blue.

8109. Vs. Court Common Pleas. Union County. Ohio.

T. & O.C.R.R. Co. Jan 23 rd. 1903.

This day on motion of plaintiff, by his attorney the Court grants leave to file amended petition herein 'in 25 days, and cause is continued.

Lou Yoder by A. Yoder.

8104. Vs. Court Common Pleas, Union County, Ohio.

E. W. Moore. Jan. 23rd. 1903.

This day this cause came on to be heard upon the motion of defendant to vacate and set aside the verdict of the Jury rendered herein and grant a new trial. Whereupon the Court after hearing the arguments of Counsel, overrules said motion, to which ruling and decision of the Court, the defendant by his Counsel then and there excepted.

It is therefore considered by the Court that the said Lou Yoder by A. Yoder, Plaintiff, recover from the said E. W. Moore, defendant, the sum of Two Hundred and Sixty Dollars, as heretofore, by the verdict of the Jury, found due, with interest from the first day of this term, together with the costs of plaintiff herein expended taxed to $, And the Court fixes the amount of Supersedas Bond at $100.

State of Ohio

1140. Vs. Court Common Pleas, Union County, Ohio.

Sherman Creviston & Grover Dixon Jan 23rd. 1903.

Indictment for Burglary.

Now comes the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant, Grover Dixon, being arraigned upon said Indictment, for plea thereto saith he is not guilty of Burglary as he stands charged in said Indictment. Thereupon the Prosecuting Attorney, by leave of the Court, entered a Nolle Prosequi as to the charge of Burglary; and thereupon the defendant, Grover Dixon, entered a plea of guilty to the charge of Larceny, as charged in said Indictment; which plea is accepted by the Prosecuting Attorney. And the Court having heard the testimony and being fully advised in the premises, do order that the said defendant, Grover Dixon, pay a fine of One Hundred Dollars and the costs of this prosecution: and that he be imprisoned and confined in the Columbus Workhouse for a period of thirty days: and that he stand committed to said Workhouse until said fine and costs are paid, or secured to be paid, or he be otherwise discharged according to law.

Court Adjourned to Saturday Jan. 24th. 1903.

Saturday Jan. 24th. Court Convened at 9. o clock. A.M.

Frank Channel
8075. Vs. Court Common Pleas. Union County. Ohio.
T. & O. C. R. R. Co. Jan. 24th. 1903.

This day came the said parties by their Attorney; also came the Jury heretofore impaneled and sworn, and retired to their room, in charge of the Sheriff of the for further consultation. And now come said Jury into open Court. and state that they are unable to agree upon a verdict: whereupon they are, by the Court discharged from further consideration of this case. and the case is continued.

Court Adjourned to Monday Jan. 26th. 1903.

Monday Jan. 26th. Court Convened at 9. o clock. A.M.

Lou Yoder by A. Yoder.
8104. Vs. Court Common Pleas. Union County. Ohio.
E. W. Moore. Jan. 26th. 1903.

For value received I hereby assign one half of the judgment in the above case. to W. T. Hooper.

A. Yoder.

John R. Reyner. Court Common Pleas. Union County. Ohio.
8129. Vs. Jan. 26th. 1903.
Ed. Rogers. Joseph C. Rogers, + The Dickinson Trust Company.

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, Anna B. Woodard, assignee from the said Dickinson Trust Co. of the mortgage lien held by them. on the lands described in plaintiffs petition, and the said Ed. Rogers and Joseph C. Rogers being in default for answer or demurrer to the petition and said cross-petition; and the Court after carefull examination being fully advised in the premises, doth find: 8106.

1st.... All and singular the statements contained in said petition and in said cross-petition to be true.

2nd..... That there is due to the plaintiff from the said Ed. Rogers and Joseph C. Rogers, upon said Judgment lien and causes of action set forth in plaintiffs petition, the sum of ($107.81) One hundred and seven Dollars and eighty one cents, which he is entitled to draw interest from the first day of the present term of this Court to wit: from January 5th. 1903, Which is the Second best lien on said premises described in plaintiff's petition.

3rd:..... That there is due to said defendant Anna B. Woodard, upon the causes of action stated in her cross-petition herein. from said Joseph C. Rogers the sum of $1119.65, which she is entitled to draw interest on, at the rate of 6 per cent per annum. payable semi-annually. from the first day of the present term of this Court: to wit: January 5th. 1903. and which mortgage lien is the first and best lien on said premises described in plaintiff's petition.

And that, except what may hereafter be found due to the state for taxes, &c. on said mortgaged property, if anything. the priority of the liens of the

parties thereto, upon said mortgaged premises, is as follows, to wit:-
That the mortgage lien of the said Anna B. Woodard, assignee of the Dickinson Trust Company, holds the first and best lien on the said premises described in plaintiff's petition, and that John R. Reyner plaintiff herein, holds the second best lien on said premises.
Wherefore it is adjudged by the Court that the plaintiff herein recover against the said Ed. Rogers and Joseph C. Rogers the sum of One Hundred and Seven and 81-100 Dollars, with interest from the first day of this term of Court, together with his costs in this behalf expended, taxed to $. for which execution is awarded.
And that the said Anna B. Woodard, defendant and cross-petitioner recover against the said John C. Rogers the sum of $ 1119.65, together with her costs expended, taxed to $, and for which execution is awarded.
And it is further ordered by the Court that, unless the said defendants Ed. Rogers and Joseph C. Rogers pay or cause to be paid, said above adjudged sums of money to the plaintiff, and the defendant cross-petitioner within Five days from the date of this entry, an order of sale issue to the Sheriff for the time being, of said County, commanding him as such 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 further order.

Court adjourned to Thursday Jan 27, 1903 & Convened at 9. o'clock A.M. on said day.

Court adjourned to Wednesday Jan 28, 1903, & Convened at 9. o'clock A.M. on said day.

Churchill & Co. (a firm)
Vs
O. P. Lenox.

8106. Court Common Pleas. Union County. Ohio.
Jan. 28th. 1903

This coming on for hearing on the 15th. day of January, 1903, on the motion to strike out certain parts of the reply filed herein, was argued by Counsel and submitted to the Court.
And the Court having had the matter under consideration until this 28th day of January, 1903, sustains said motion as to that part of reply beginning with the word "and" in the 15th line thereof, and continuing to and including the word. "corn" in the 20th line thereof: and said motion is overruled as to all other statements and allegations contained in said reply, and said cause is continued.

Churchill & Co. (a firm)
Vs.
A. B. Conkright

Court Common Pleas. Union County, Ohio.
Jan. 28th. 1903.

This cause coming on for hearing on the 15th day of January, 1903, on the motion to strike out certain parts of the reply filed herein, was argued by Counsel and submitted to the Court. And the Court having had the matter under consideration until this 28th day of January, 1903, sustains said motion as to that part of reply beginning with the word "and" in the 15th line thereof, and continuing to and including the word "corn" in the 20th line thereof: and said motion is overruled as to all other statements

and allegations contained in said reply. and said cause is continued.

8079.

Mary B. Rogers
Vs. Court Common Pleas. Union County, Ohio.
Joseph N. Rogers. Jan. 28th. 1903.

This day this cause againe came on to be heard upon the pleadings and the evidence: and the Court having heard all the testimony adduced in the case. and the argument of Counsel. the cause was submitted to the Court. and taken under consideration.

James Herd.
8126. Vs. Court Common Pleas, Union County. Ohio.
John T. Gregg. Jan, 28th. 1903.

This cause comming on to be further heard on the distribution of the proceeds of the sale heretofore had in this case. the Court orders that the Sheriff out of the money remaining in his hands pay. 8105.
1st. To the Eastern Moline Plow Com. the amount of its judgment and costs amounting to the sum of $107.02
2nd, To the Union Banking Company the amount of it judgment to wit. the sum of $289,67 and Costs taxed at $10.07 7981
3rd. To the plaintiff the balance of said sum to be credited on the amount of his judgment herein to wit. the sum of $237.88

Annis Spain.
8119 Vs. Court Common Pleas. Union County, Ohio.
Alonzo Spain. Jan, 28th, 1903.

This day came the plaintiff and submitted this cause to the Court upon the pleading and evidence, On consideration whereof the Court being fully advised in the premises find the facts stated in the petition to be true. that the plaintiff has been a resident of this State of Ohio for more than a year next. before filing her petition. and at the time of filing it was a bona-fide resident of this County of Union. and due and legal service has been served by summons and copy of the petition on the defendant, more than six weeks prior to this date, and that the defendant has been guilty of extreme cruelty and the said petition set forth and by reason whereof the plaintiff is entitled to a divorce. The Court further find that the plaintiff is a suitable person to have the custody and control of said minor children and that she should have the corn and crops mentioned in the petition as and for alimony. It is therefore adjudged and decreed by the Court that the marriage relations heretofore existing between said parties, be and the same is hereby. set aside and annulled and both parties released from the obligations of the same. It is further decreed that the plaintiff have the custody and control of the minor children named in the petition, and that she have as alimony the corn, fodder, and crops in the petition named as and for Alimony and that she pay the costs. 8124.

8124.

William Cassiday

8079. Vs. Court Common Pleas, Union County, Ohio.

William A. Phelps. Jan, 28th, 1903.

This cause came up for hearing on the application of plaintiff. and the defendant being in default for answer and demurrer to plaintiffs petition, the Court finds that the facts stated and allegations made in said petition are thereby confessed by the defendant to be true, and that there is due the plaintiff from defendant thereon the sum of One Hundred and Fefty Eight and 33/100 Dollars with interest thereon from Nov. 1st. 1901.
It is therefore considered and adjudged that the plaintiff recover from the defendant the said sum of $158.33 and his costs herein expended.

James Reed.

8105. Vs. Court Common Pleas, Union County, Ohio.

Joseph Martin Jan, 26th, 1903.

This day the defendant took leave of the Court to file answer in this case by March 1st. 1903. and cause continued.

D. W. Ayers.

7981 Vs. Court Common Pleas, Union County, Ohio

Eliza Webb et. al. Jan, 26th. 1903.

This day by leave of the Court the plaintiff filed his fourth amended petition and by argument of the Attorney J. M. Kennedy for plaintiff and J. L. Cameron for defendants, the defendants hereto plead to said petition by March 1st, 1903.

Mary B. Rogers.

8124. Vs. Court Common Pleas, Union County, Ohio.

Joseph N. Rogers. Jan, 26th, 1903.

This day this cause come on to be heard upon the pleadings and the evidence; whereupon came the plaintiff by her attorneys, and also came the defendant by his attorney.
And the Court having heard the evidence addduced in part, the further hearing of the case was continued until tomorrow morning at 9 o'clock.

Mary B. Rogers.

8124. Vs. Court Common Pleas, Union County, Ohio.

Joseph N. Rogers. Jan. 27th, 1903.

This day this cause again came on to be heard upon the pleadings and evidence; and the parties hereto appeared both in person and by Attorney: and the Court having heard the testimony addduced in the case, the further hearing was continued until tomorrow morning at 9 o'clock.

8075 Frank A. Channel
Vs. Court Common Pleas, Union County, Ohio.
T. & O. C. R. R. Co. Jan. 28th. 1903.

Leave is granted the plaintiff to file an amended petition in this cause by the 20th, day of February, 1903.

Anna C. Owens.
Vs. Court Common Pleas, Union County, Ohio.
John R. Owens. Jan. 28th. 1903.

This day this cause came on to be heard on motion of defendant for leave to file answer by March 1st. 1903 and the Court after hearing the same grants leave until March 1st, 1903. to file answer.

The Citizens Home & Savings Company.
8139. Vs. Court Common Pleas, Union County. Ohio.
Beck Davis & Jerome E. Davis Jan. 28th. 1903.

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 Beck Davis and Jerome E. Davis have been duly served by publication for 6 weeks in the Marysville Tribune a news paper of general circulation in Union County, Ohio. 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 Beck Davis and Jerome E. Davis on the contract in writing set forth in the said petition to the first day of this term, to-wit:
the sum of Seven Hundred & Ten and 57/100 Dollars,
The Court further find that in order to secure the payment of said contract in writing, the defendants Beck Davis and Jerome E. Davis 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 Volume 41. page 54 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. And it is further ordered and decreed that unless the said defendants Beck Davis & Jerome E. Davis shall within 3 days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with weekly payments of $9 1/100 for each and every week from and after 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.

Court Adjourned to Monday Feb. 16th. 1903

Mandate from the Circuit Court.

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

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

Hon. Caleb H Norris
Hon. James H. Day. } Presiding Judges.
Hon. William T. Mooney.

at Marysville, on the 3rd day of February A. D. 1903. among other proceedings then and there had by and before said Court, as appears by its Journal. were the following, viz:

William A. Wright et. al.

No. 177. Vs.

The State of Ohio Ex. Rel. John D. Mather

This cause being this day called for trial, and the plaintiff failing to appear in person, or by Attorney, the action is hereby dismissed at plaintiffs costs without prejudice to a future action.

It is therefore considered by this Court that the defendant in error recover of the plaintiff's in error his costs herein, and execution is awarded for costs.

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

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

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

Seal Witness my hand and the Seal of said Court this 3 rd day of February A. D. 1903

Chas Penhorwood Clerk Circuit Court.

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

To the Honorable Court of Common Pleas, within and for the County of Union. Ohio Greeting; We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of

William A. Wright et. al.

Vs

The State of Ohio. Ex. Rel. John D. Mather.

into execution.

Seal Witness Chas Penhorwood, Clerk of our said Circuit Court, at Marysville, Ohio, this 3rd day of February A. D. 1903.

Chas Penhorwood Clerk.

Feb. 16th, 1903, Court convned at 9 o'clock A. M.
Present, Hon, Duncan Dow, Judge.

8111 The Farmers Bank.
Vs.
C. L. Stout et. al.
Court of Common Pleas, Union County, Ohio.
Feb. 16th, 1903.
This day this cause came on to be heard upon the motion of the plaintiff to set aside the sale made in this cause, and for leave to make new parties defendants, On consideration whereof the Court orders that said sale be set aside, and grants leave to make new parties defendants herein, and cause is Continued.

8157 The State of Ohio, Ex. Rel. Henry Biggs.
Vs.
Charley H. Hodge.
Court of Common Pleas, Union County, Ohio.
Feb. 16th, 1903.
This day the Court fix the amount of defendants bond to keep the peace at $200.00, and cause continued.

8145 The State of Ohio, Ex. Rel. Eliza Schofield.
Vs.
Thomas Schofield,
Court of Common Pleas, Union County, Ohio.
Feb. 16th, 1903.
This day this cause was continued by order of the Court.

8141 Eliza Schofield
Vs.
Thomas Schofield.
Court of Common Pleas, Union County, Ohio.
Feb. 16th, 1903.
This day on motion of the defendant leave was granted to file answer herein in 20 days.

8121 Isaac H. Moore
Vs.
Marilda Moore
Court of Common Pleas, Union County, Ohio.
Feb. 16th, 1903.
This day this cause came on for consideration by the Court; Whereupon the Court dismiss the petition of plaintiff at his costs, It is therefore ordered and adjudged by the Court that the defendant recover of the plaintiff her costs herein, for which exention is allowed to issue,

8053 Henry Kress.
Vs.
John Dorlp.
Court of Common Pleas, Union County, Ohio.
Feb. 16th, 1903.
This day on motion of the plaintiff leave was granted to file reply herein, and the same was filed,

7981

1140

8148

8144

8128

8086

D. H. Ayers, Guardian,
7981 Vs. Court of Common Pleas, Union County, Ohio.
Eliza Webb et. al. Feb. 16th, 1903.
This day on motion of the defendants by counsel, leave was granted to plead herein by March, 1st, 1903, and cause continued.

The State of Ohio. Court of Common Pleas, Union County, Ohio.
1140 Vs. Feb. 16th, 1903.
Sherman Croviston et. al. Indictment for Burglary.
Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant, Sherman Croviston, being arraigned upon said Indictment for plea thereto, saith he is not guilty of Burglary as he stands charged in said Indictment. Thereupon the Prosecuting Attorney, by leave of the Court, entered a Nolle Prosequi as to the charge of Burglary; and thereupon the defendant, Sherman Croviston, entered a plea of guilty to the charge of Larceny, as charged in said Indictment, which plea is accepted by the Prosecuting Attorney.
And the Court, having heard the testimony and being fully advised in the premises, do order that the said defendant, Sherman Croviston, pay a fine of $100,00 and the costs of this prosecution, and that he be imprisoned and confined in the Columbus Workhouse for a period of thirty days; and that he stand committed to said Workhouse until said fine and costs are paid, or secured to be paid, or he be otherwise discharged legally.

John Robinson
8148 Vs. Court of Common Pleas, Union County, Ohio.
John Rickard Feb. 16th, 1903
This day this cause was settled and all costs paid.

James G. Gillespie
8144 Vs. Court of Common Pleas, Union County, Ohio.
Anna E. Gillespie et. al. Feb. 16th, 1903.
This day this cause was dismissed by the plaintiff without prejudice to a new action, and without record, at plaintiff's costs.

O. S. Davis
8125 Vs. Court of Common Pleas, Union County, Ohio.
The C. C. C. & St. L. R. R. Co. Feb. 16th, 1903.
This day on motion of the plaintiff, leave was granted plaintiff to file petition in 10 days, and cause continued.

H. C. Hamilton
8086 Vs. Court of Common Pleas, Union County, Ohio.
Emma V. VanTuinkle et. al. Feb. 16th, 1903.
This day on motion of the plaintiff leave was granted the Sheriff to correct Return of Sheriff to correspond with facts.

Dora Bickit

8036 Vs. Court of Common Pleas, Union County, Ohio.

Lauriuda Seely et. al. Feb. 16th, 1903.

This day this cause came on to be heard upon the motion of defendants to require the plaintiff to give additional security for costs; and was argued by counsel and submitted to the Court. Thereupon the Court Orders that the plaintiff give additional security for costs to the acceptance of the Clerk of this Court, or that an additional deposit of $25.00 be made in this case, and cause continued. 8163

Louise L. Shields,

8142 Vs. Court of Common Pleas, Union County, Ohio.

Gamble Shields, Feb. 16th, 1903.

The defendant being in default, this day this cause came on to be heard on this Petition and the evidence and on consideration thereof, the Court find that the plaintiff, Louise L. Shields, 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, and all and singular the facts allegd in the Petition to be true. 8120

The Court further find, upon the evidence adduced that the defendant has been guilty of gross neglect of duty in that he has failed to provide for the Complainant, and that he has abandoned and neglected her and left her to shift for herself without any provision whatever for her support, And that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered, adjudged and decreed by the Court that the marriage contract heretofore existing between the said Louie L. Shields and Gamble Shields be and the same is hereby dissolved, and both parties released from the obligations of the same, And the Court find that the plaintiff Louie L. Shields is the owner of the following described real estate not heretofore disposed of, Situated in the Village of Marysville, County of Union, and State of Ohio, Beginning at a stake North corner of a lot owned by Moses Thompson on Fourth Street; running West with said Street 84 feet to a stone center of an Osage Orange Hedge; thence with said hedge South 137 feet to a stake; thence East 84 feet to said Thompsons West line; thence North with said line to the place of beginning, Being a part of Out Lot Nos. 2 and 7, and the same is hereby restored to her divested of all and every claim, title and interest by dower or curtesy or otherwise of said Gamble Shields, Said premises are hereby decreed to the said Louie L. Shields, her heirs and assigns forever. 8064

It is further ordered and adjudged that the said Louie L. Shields shall have, hold and possess said above described real estate in fee simple, with the said Gamble Shields forever barred of any and all rights of dower or otherwise in said real estate, And it is further ordered and adjudged that the said plaintiff do also have and possess and enjoy as and for her own separate, personal property with the right to use, sell or dispose thereof, at her pleasure, towit:- all the wearing apparel and all household and kitchen furniture and all other personal property in her possession, free from any

rights, claims or interests of the said Gamble Shields therein, and any dower or other rights he might have had therein are forever barred.

It Is further ordered that the plaintiff pay the costs of this action,

8163 In the matter of the Complaint against Thomas Reed, an Attorney and Counselor at law, and an officer of this Court.

Court of Common Pleas, Union County, Ohio, Feb. 16th, 1903.

This day came the Committee heretofore appointed in this case and presented to Duncan Dow, Judge of said Court, Complaint, Charges and Specifications against the said Thomas Reed, Whereupon said Court ordered the Clerk to file the same, and that a certified copy of said Complaint, Charges and Specifications, be served on said Thomas Reed, and that the Hearing of said Complaint, Charges and Specifications be set for the 13th day of April, 1903, and that said Thomas Reed be served with notice of said assignment.

8120 May Poling. Vs. Herbert Poling

Court of Common Pleas, Union County, Ohio. Feb. 16th, 1903.

Now came the plaintiff herein, and the defendant appearing by his Attorney, E.A. Porter, and asked leave to withdraw the answer of defendant, and the same was withdrawn, and the cause having been submitted to the Court on the petition of plaintiff and the evidence, the Court finds that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio, and of Union County, for one year next preceding the same, and that the parties hereto were married, as in said petition set forth, The Court further finds upon the evidence adduced, that the defendant has been guilty of extreme cruelty towards the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said May Poling and Herbert Poling be, and the same hereby is, dissolved, and that both parties are released from the obligations of the same, That the plaintiff settle all bills for goods purchased by her after the date of separation from defendant, and plaintiff releases any and all claims for alimony against defendant, and that plaintiff herein pay the costs of this action,

8064 The State of Ohio, Ex. Rel. John D. Mather, Vs. William A. Wright et. al.

Court of Common Pleas, Union County, Ohio. Feb. 16th, 1903.

This day came the parties, and their Attorneys, and on the application of the defendants, this cause is continued for sentence and further proceedings until the first day of the next term of this Court, towit, March, 30th, 1903, at which time it is ordered that the said defendants appear for such further proceedings as may be required and authorized by law,

$100 John V. Eirick.
Vs.
William Rausch.

Court of Common Pleas, Union County, Ohio.
Feb. 16th, 1903,

This day this cause came on to be heard upon the demurrer of the plaintiff to the third and fourth defense set up in defendants answer, On consideration whereof the Court being fully advised in the premises overrules said demurrer as to the third defense set up in the answer, to which plaintiff excepts, And the Court sustains said demurrer as to the fourth defense and counter-claim of defendant, to which the defendant excepts; and thereupon the defendant asked and has leave of the Court to file an amended answer herein in fifteen days and cause continues. 8065

8137

Certificate for Pay.
Sheriff's Office, Union County, Ohio.
Marysville, Ohio, Feb. 17th, 1903.

Sheriffs Certificate For Pay.

To Hon. Duncan Dow, Judge:-
The Court charges for the January Term, A.D. 1903, Union County Common Pleas are due for services rendered, and are as follows:-
Union County, Ohio, to Benson F. Burnham, Sheriff, Dr.

To serving Grand Jury Venire —	$4.50
To serving Petit Jury Venire —	$4.50
To serving Grand Jury Witnesses (52)	$5.20
To making 53 copies, Grand Jury Witnesses	$5.30
To 476 miles travel, Grand Jury Witnesses	$38.08
To calling 52, Grand Jury Witnesses	$2.60
To Samuel Hensley 19 days as Bailiff	$38.00
To Allen Haines 19 days as Bailiff	$38.00
Total.	$136.18

I Hereby certify the above bill to be correct.
S. F. Burnham, Sheriff of Union County, Ohio.

To the Clerk of the 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.

8156 L. C. Burns.
Vs.
A. B. Montross et al.

Court of Common Pleas, Union County, Ohio.
Feb. 16th, 1903.

This cause came on to be heard upon the motion of John B. Burns to be made a party defendant, and the Court being fully advised in the premises orders that said John B. Burns be made a party defendant in this action and given the usual time to plead therein.

Harry H. Courter.

8137 Vs. Court Common Pleas, Union County, Ohio.

Lily A. Courter Feb. 16th, 1903.

This cause came on to be heard by the Court, and the testimony of John M. Courter and Thomas Brydon as witnesses for the plaintiff was heard by the Court, and further hearing of this case was continued upon the motion and showing of the defendant.

Charles A. Liggett.

8065 Vs. Court of Common Pleas, Union County, Ohio.

Ida M. McKitrick et. al. Feb, 16th, 1903.

This cause coming on to be heard on the petition, said Martha A. Liggett agrees and consents that said order for partition be made, but without waiving any claim to her equitable interest in said premises. But in case of the sale of the same, she consents to look to the proceeds of the sale for the adjustment of her alleged equitable rights as to her interest in said premises. And it is hereby agreed between all the parties hereto, that the proceeds of the sale of said premises shall be held by the Sheriff for that purpose until the further order of the Court, except that the Sheriff may pay the costs of this proceeding, any taxes that may be payable upon said land and the Attorney fees. And the same is hereby ordered to be so held also, for the payment of any remaining debts of the estate of said Gideon Liggett, deceased.

The Court find by consent of the parties that all the defendants have had due legal notice of the pendency and demand of said petition, and that with the exception of Martha E. Liggett, they are in default for answer thereto. Thereupon the Court further find that the plaintiff and the defendants, hereinafter named are tenants in common in the estate described in the petition; The said Martha E. Liggett is entitled to dower therein, and that subject thereto, the plaintiff, Charles A. Liggett, has a legal right to the one fifth of said estate; the defendants, Ida M. McKitrick, Frank L. Liggett, Myrta E. Liggett, and Dwight J. Liggett, each have a legal right to the one fifth part thereof, and that the plaintiff is entitled to have partition made of said premises as prayed for in his petition, but all subject to the equitable interest of said Martha E. Liggett, which she claims, and any unpaid debts of said estate.

It is therefore, ordered, adjudged, and decreed, that partition of said estate be made; and C. D. Chapman, John K. Dodge and J. P. Martin, three judicious, and disinterested freeholders of the vicinity are hereby appointed to make and set off the same.

But it is ordered that if in the opinion of the Commissioners said estate cannot be divided by metes and bounds without injury to the value thereof, that said premises be appraised to, and also free from said dower interest. And it is ordered that a writ issue to the Sheriff of Union County commanding him 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 heretofore severally found entitled,

subject to the equitable interest claimed by said Martha E. Liggett, if any she has, and also to her said dower estate, if said estate cannot be divided in manner as above, then that the same be appraised and sold according to law, and of his proceedings herein the said Sheriff is ordered to make due return.

Charles A. Liggett.
Vs.
8065 Ida M. McKitrick et. al.

Court of Common Pleas. Union County. Ohio.
Feb. 16th, 1903.

This cause came on for hearing upon the return of the Sheriff, and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same, And it appearing that said estate cannot be divided by metes and bounds, without injury to the value thereof, and that said Commissioners have made, and returned their appraisement thereof free from the dower of said Martha E. Liggett in the sum of $—. the Court find the return and proceedings in all respects correct, and in conformity to law, and do therefore approve and confirm the same, And thereupon neither of the said parties electing to take the said estate at the appraised value, and the said Martha E. Liggett, having by her answer waived her dower by metes and bounds, and asked that in lieu thereof its value be paid her in money. On motion of the plaintiff it is ordered that said premises be sold at public auction free of the dower of said Martha E. Liggett, and that an order issue therefor to the Sheriff of Union County.
It is further ordered that the Sheriff hold the entire proceeds of the sale of said estate until the further order of the Court, except costs, taxes, due and payable, and Attorney Fee, the balance subject however to any further order in the premises in favor of said Martha E. Liggett, for which purpose said funds are held till further orders in case of a sale of the premises, and leave is granted to said Martha E. Liggett to amend her answer in twenty days, so as to set forth her said rights more fully.

Mary B. Rodgers.
8124 Vs.
Joseph N. Rodgers.

Court of Common Pleas. Union County. Ohio.
Feb. 16th, 1903.

This cause came on this day and the Court having heard the evidence finds from the evidence and the pleadings that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for the year next preceding the same, and was at that time a bona fide resident of the County of Union, and that the parties hereto were married on the 25th day of March, 1869.
And the Court further find that the defendant has been guilty of extreme cruelty toward the plaintiff, and that there is a separation in consequence of ill treatment on the part of the husband, defendant, and that by reason thereof the plaintiff is entitled to alimony out of the estate of her husband, the said defendant.
It is therefore ordered and adjudged that the said plaintiff have and possess as and for alimony the following described real estate, towit: situated in the County of Union, State of Ohio, and Village of Richwood, and

bring Lu Lots, Numbers Eleven (11) and Twelve (12), bring the same premises formerly owned by Augeline Tuley; also the following Lu said Village, and in Duvbry No. 6293, bryinning at a stake North East corner of a four acre tract of land sold by H. H. Ferguson to E. Styles; thence N. 17° 40' W. 17 poles to a stake in the line of lands owned by J. J. Thompson; thence N. 89° 45' W. 47 poles to a stake; thence S. 17° 40' E. 14 poles to a stake; thence S. 89° 43' E. 47 poles to the bryinning, containing 5 acres of land, free from all incumbrance except the June, 1903, installment of tax and all tax coming due thereafter, and the dower interest of said defendant therein,

And the defendant is hereby ordered to convey said premises and the improvements thereon, and all the appurtenances thereto bringing to said plaintiff, her heirs and assigns forver, by a good and sufficient deed in fee simple free from any and all liens, except the June, 1903, tax above mentioned and the dower estate of said defendant 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 said plaintiff do also have possess and enjoy, as and for alimony, the following personal property, with the right to use, sell or dispose thereof at her pleasure, towit:—

All her wearing apparel, and all the household and kitchen furniture now in the possession of the plaintiff, including the piano; also all household, and kitchen furniture that was in the residence herein described at the time of the separation,

It is further ordered and adjudged that the defendant pay to the clerk of this court for plaintiff as her reasonable alimony in money the sum of Two Hundred Dollars within ten days, and Two Hundred Dollars per annum thereafter in equal quarterly installments, the first quarterly payment coming due May 15th, 1903; until the further order of this Court, And the same is hereby made a lien upon all the real estate of the said defendant, And in default of any such payment for three days, execution is allowed to issue therefor,

It is further ordered that the said defendant pay the costs herein taxed at $— within five days, or that execution be allowed to issue therefor,

8086 H. C. Hamilton
Vs. Court of Common Pleas, Union County, Ohio.
Emma V. VanNuklert et al. Feb. 16th, 1903.

This day this cause came on to be heard upon the motion of the plaintiff herein, to set aside the sale of the premises made by the Sheriff in this cause, and was submitted to the Court.
Upon consideration thereof, the Court sustains said motion, and orders that said sale be set aside for reason stated in said motion, towit:- the purchaser having wholly failed to make payment of the purchase money on said sale.
Approved:- Duncan Dow, Judge.

8149

8112

Court adjourned to Saturday, Feb. 28th, 1903.

Saturday, February, 28th, 1903. Court convened at 5 o'clock P.M.
Present: Hon. Duncan Dow,
Judge.

8091 Louis C. Beem.
Vs. Court of Common Pleas, Union County, Ohio.
A. G. Jones et. al.

815

This cause coming on to be heard this 28th day of February, A. D. 1903, upon the application of the receiver, John F. Millar, for leave to file his report and final account, and for confirmation of the same and his discharge, the Court upon due consideration finds said account to be correct and that the proceedings of said receiver have been regular and lawful and in compliance with the orders of the Court. The Court further finds that he has collected all the money that it is probably possible for him to collect, except whatever dividend may be paid on the balance of $42.40 owing from the estate of T. H. Biddle, deceased, which has been declared insolvent by the Probate Court of this County, and which cannot be collected until the final settlement of said estate; that he has fully paid all the debts owing by said dissolved corporation, The Varuna Water Company, as found by the Court in this proceeding; and that there remains in his hands a balance of Eighteen Dollars and Twenty-seven Cents.
The account of said Receiver is therefore allowed and ordered filed, and the same, together with his report and proceedings herein, is hereby approved and confirmed; and he is allowed as reasonable compensation for his services as such Receiver herein, the balance in his hands of Eighteen Dollars, and Twenty-seven Cents, together with whatever dividend may be paid on the remainder of the assessment due from the said estate of T. H. Biddle, deceased, which is hereby assigned to him; and he having now discharged all his duties as such Receiver and paid over all the monies coming into his hands, is accordingly discharged from said receivership.

John Souchs et. al.

8149 Vs. Court of Common Pleas, Union County, Ohio.

Adam Snider et. al. Exrs Feb. 28th, 1903.

This cause being heard on the demurrer to the petition, the Court, on consideration thereof, sustains the same. To which ruling of the Court, the plaintiff then and there excepted, And thereupon the plaintiff not desiring to plead further, it is considered by the Court that the defendants go hence without day and recover from the plaintiff their costs herein expended, for which execution is awarded.

Marshall Markey et. al.

8112 Vs. Court of Common Pleas, Union County, Ohio.

Ellen B. Beem. Feb. 28th, 1903.

This day this cause came on to be heard upon the demurrer of defendant to the petition of plaintiff filed herein, and was argued by counsel and submitted to the Court,

On consideration thereof the Court overrules said demurrer, to which ruling and decision of the Court, the defendant by Attorney excepts; and on motion of the defendant leave is given to file answer herein in 25 days.

Monroe Martin

8151 Vs. Court of Common Pleas, Union County, Ohio.

Albert U. Martin et. al. Feb. 28th, 1903.

This cause came on to be heard upon the petition of Monroe Martin, and the answer of the guardian ad litem of Charles J. Carlewine and Ollie Carlewine, infant defendants, and the exhibits. On consideration whereof, and it appearing to the satisfaction of the Court that all the parties have had due notice of the pendency and demand of the said petition, as required by law, and that the petitioner has a legal right and estate in the premises described in the petition, and no sufficient reason appearing why partition should not be made; It is ordered that by the oaths of D. F. Sanderson, Milton Braithwaite and S. B. Harvey, three judicious disinterested freeholders of the vicinity, one full and equal third part of the lands in said petition described be assigned and set off to Esther Martin, as her dower estate; and that by the like oaths of the same persons partition be made of said lands subject to said dower estate; in the following proportions, to-wit: To Monroe Martin one equal fourth (1/4) part; To Albert U. Martin, one equal fourth (1/4) part; To Minerva Laughery, wife of David Laughery, one equal fourth (1/4) part; To Charles J. Carlewine and Ollie Carlewine, children of Elnora Carlewine, died, who was a daughter of said Charles Martin, deceased, one equal one eighth (1/8) part each, if the same can be done without manifest injury to the premises; and if in their opinion a division cannot be made 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, both subject to and also free from the dower of the said Esther Martin; and that a writ of partition issue to the Sheriff of Union County commanding him to cause said dower to be assigned and said partition to be made in accordance with this order,

8151 Monroe Martin
Vs.
Albert M. Martin et.al.

Court of Common Pleas Union County, Ohio.
Feb. 28th, 1903.

It is ordered by the Court that James E. Robinson Sr, and he is hereby appointed Guardian Ad litem to the defendants, Charles J. Carlevine and Ollie Carlevine, infants named in the petition, and the said James E. Robinson appeared in open Court and accepted said appointment and filed his answer as such Guardian ad litem,

8160 S. C. Bunn.
Vs.
A.B. Montrose et.al.

Court of Common Pleas, Union County, Ohio.
Feb. 28th, 1903,

This day came H. V. Moler into Court and moved the Court for leave to be made a party defendant in the above entitled case and to file his answer and cross-petition herein, instanter. Whereupon the Court being fully advised in the premises do grant such leave and the answer and cross-petition of the said H. V. Moler is accordingly filed,

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Certificate for Pay

Sheriff's Office, Union County, Ohio,
Marysville, Ohio, Feb. 28th, 1903,

To Hon. Duncan Dow Judge:-

The Court charges for Feb. 28th, 1903, Union County Common Pleas, are due for services rendered and are as follows:-

Union County, Ohio, to Simon P. Burnham, Sheriff, Dr.

To Samuel Hensley	1 day Bailiff	$2.00
To Allen Haines	1 " "	$2.00
	Total ——	$4.00

I hereby certify the above bill to be correct.
S. P. Burnham, Sheriff of Union Co. O.

To the Clerk of the 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.

Order for Jury

Order to draw Jury,

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County, Ohio, shall on the 2nd day of March, A.D, 1903, cause to be drawn according to law, the names of fifteen persons to serve as Grand Jurors, and the names of fifteen persons to serve as Petit Jurors at the next term of said Court, commencing on the 30th day of March A.D. 1903. Said Grand Jurors to appear on the 30th day of March, A.D. 1903, at 9 o'clock A.M. and the said Petit Jurors to appear on the 30th day of March, A.D, 1903, at 9 o'clock A.M.

Duncan Dow, Judge of
Court of Common Pleas.

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

The present term of this Court was begun on the 5th day of January, A.D. 1903, and continued from day to day and from time to time by regular adjournments until this 28th day of February, A.D, 1903, and is now adjourned without day.

Attest; Chas. C. Sutherwood, Clerk

Lafayette Thompson et. al.

8013 Vs. Court of Common Pleas, Union County, Ohio.

The Mill Creek Church of Christ et. al. March, 12th, 1903.

A certain mandate having been received from the Circuit Court of Union County, Ohio; it is hereby ordered that due execution thereof be had, which said mandate is in the words and figures following, towit:-

Mandate from the Circuit Court.

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

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before Hon. Caleb H. Norris, Hon. James H. Day, Hon. William T. Mooney, Presiding Judge, at Marysville, Ohio, on the 3rd day of February, A.D. 1903, among other proceedings then and there had by and before said Court as appears by its Journal, were the following viz:-

The Mill Creek Church of Christ (Incorporated Society) and Andrew H. Dean, Trustee.

No. 176. Vs.

Lafayette Thompson et. al,

The plaintiffs in error release and surrender all claims to the legacy of $500, provided in the Will of A. H. Thompson, and also release and surrender all claims to a similar legacy of $500, in the Will of Levi Rea, and also grant the Church of Christ (unincorporated society) worshiping at Zanda, Union County, Ohio, and to the community at large, the use of the Cemetery for the burial of their dead, and the use of the house for funerals when so desired and will co-operate in the work of repairs and beautifying the Cemetery Grounds.

The Church of Christ (unincorporated society) worshiping at Zanda, Union County, Ohio, and the defendants in error surrender any claims that they may have made or claimed upon the Church house and the premises and personal property therein used and occupied by the Mill Creek Church of Christ (incorporated society) the plaintiffs in error.

This settlement leaving each of said church organizations free and independent of each other and without any contention between them.

It is further ordered that the judgment of the Court of Common Pleas awarding the $500, legacy in the Will of A. H. Thompson to Lafayette Thompson for himself and in behalf of Cynthia E. Miller, Mary E. Elsaon, George F. Thompson, D. H. Thompson, and Rachel A. Harshfield to the amount of said legacy $500, and one half of the accrued interest thereon from October 1st. 1900, to February, 1st. 1903, be and the same is hereby affirmed, and the costs of this suit shall be paid from said fund except each party shall pay their own Attorneys' fees.

Ordered that a special Mandate be sent to the Court of Common

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

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

Witness my hand and the seal of said Court this 3rd day of February, A. D. 1903. (Seal) Chas. C. Leuhorwood, Clerk.

State of Ohio, County of Union,
Circuit Court of Ohio, within and for Union County:-
To the Honorable Court of Common Pleas, within and for the County of Union, Ohio, Greeting:-

We do hereby command you that you proceed without delay to carry the within and foregoing order of our Circuit Court in the cause of The Mill Creek Church of Christ et. al. Vs. Lafayette Thompson et. al. into execution. Witness Chas. C. Leuhorwood, Clerk of our said Circuit Court at Marysville, Ohio, this 3rd day of February, A. D. 1903.
(Seal) Chas. C. Leuhorwood, Clerk

8104 Lon. Yoder by A. Yoder.
Vs.
E. H. Moore

Court of Common Pleas Union County, Ohio.
Mar. 18th, 1903.

Now comes the defendant, E. H. Moore, and presents to the Court here his bill of exceptions to the overruling of his said motion for a new trial in the above entitled cause, and the same is allowed, signed, sealed, and ordered to be placed on file, and made a part of the record in this case.
March, 17th, 1903. Duncan Dow, Judge.

The State of Ohio, Union County ss,

This 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 March Term, A.D. 1903, held at the Court House in the Village of Marysville, County and State aforesaid, was begun on Monday, March, 30th, A.D. 1903,

Present:- Hon. Duncan Dow, Judge.
Simon F. Burnham, Sheriff.
Attest: Chas. C. Linhorwood, Clerk.

The Venire facias for a Grand Jury heretofore issued and returnable this 30th day of March, A.D. 1903, at 10 o'clock A.M. was duly returned by the Sheriff with his endorsement thereon as follows, towit:-

The State of Ohio, Union County ss. Sheriff's Office March, 16th, 1903.

On the 2nd day of March, 1903, 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.

No.1.	C. P. Lenox	March, 3rd, 1903	By Mail -	mileage 32.
2	Albert Adams	" 4th "	" "	" 14.
3	Alex Howland	" 6th "	Personal	" 0.
4	Hayne Moon	Non resident of Union Co.		
5	Abe Newlove	March 7th, 1903	Personal	" 0.
6,	George Edwards	" " "	"	" 0.
7.	J. T. Green	" 5th "	By Mail	"
8.	Elmer Moon	" 9th "	" "	"
9.	John H. Liggett	Non resident of Union Co.		
10	J. J. Matter	March, 4th, 1903	By Mail	" 32.
11.	Chris. Black	" 12th, "	" "	" 13.
12.	Sylvester Laughery	" 4th "	" "	" 10.
13.	Clifford Seeley	" 10th "	" "	" 26.
14	Dolph Dodge	" 3rd "	" "	" 10.
15.	S. S. Johnson	" 3rd "	" "	" 22.

S. F. Burnham, Sheriff.

And upon calling the same in open Court all of the above named persons appeared in answer thereto except Hayne Moon and John H. Liggett. And the Court thereupon orders the Sheriff to complete the panel which was done by summoning Jerry Miller and J. J. Braman.

Bridget Slattery
vs.
James E. Slattery et. al.

7964

Court of Common Pleas, Union County, Ohio,
March, 30th, 1903.

And now this cause coming on to be heard upon the petition and answers of Mary St. John, Administratrix, 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 with the exception of the above named they are in default for answer thereto, Therefor the Court further find that the plaintiff and defendants hereafter named are tenants in common in the relate described in the petition; that the plaintiff, Bridget E. Slattery has a legal right to the one fifth part; and the defendant, Mary St. John, to the one fifth part; and the defendant Elizabeth Carey, to the one fifth part,

and the defendant, James E. Slattery to the one fifth part; and one fifth part to the de- 8164
fendant Margaret Ryan; and that the plaintiff is entitled to have partition of said estate
made as prayed in the petition,

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all interested; and S. C. Edwards, J. B. Galloway, and Mike Murphy, three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same, and it is ordered that a writ of partition issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled, And it is ordered that if said estate is entire and cannot be divided by metes and bounds, or that said estate cannot be divided without manifest injury thereof, then that said estate be so reported and appraised without dower, and 7914
of this proceedings herein said Sheriff is ordered to make due return,

Appointment of Bailiffs

Court of Common Pleas, Union County, Ohio, March Term, 1903. 8000

It is ordered by the Court of Common Pleas, in and for Union County, Ohio, that Allen Haines and Samuel Hensley be and they are hereby appointed Court Bailiffs to serve during the present term of this Court, or until the Court shall otherwise direct; and as such Bailiffs they shall preserve order in the Court room, open and adjourn Court, impanel juries, except in capital cases, and discharge such other duties as the Court may from time to time direct,

Thereupon in open Court came the said Allen Haines and Samuel Hensley and accepted said appointment and took the oath of office to faithfully and impartially perform the duties of said appointment. 8030

Duncan Dow, Judge.

8156 S. C. Beem.
Vs. Court of Common Pleas, Union County, Ohio.
A. B. Montross et. al. March, 30th, 1903.

This day on motion of the defendant leave was granted to file replies herein and the same was filed, 8054

The State of Ohio ex. rel.
8064 J. D. Mather.
Vs. Court of Common Pleas, Union County, Ohio.
Wm. A. Wright et. al. March, 30th, 1903. 8054

This day came the defendants in this case and were examined under oath touching their alleged contempt, and it appearing to the Court that the defendants have complied with the former order of this Court commanding them to remove the dam across Bokes Creek at Maple Dell, and it is therefore ordered by the Court that the defendants herein pay the costs of this proceeding taxed at $— for which execution is awarded. It is further ordered that no record be made of this case,

8054

S. C. Beem.
8160 Vs. Court of Common Pleas, Union County, Ohio.
A. B. Montross et. al. March. 30 th, 1903.

This day on motion of the defendant leave was granted to file answer herein in 20 days.

Lincoln J. Cook.

8164 Vs. Court of Common Pleas, Union County, Ohio.

Florence McDonald et. al. March, 30th, 1903.

It appearing to the Court that the said minors have been duly and legally served with summons herein, and have neglected for a period of twenty days from return of summons served upon them to apply for a guardian ad litem, on motion of the plaintiff by his Attorney, E.H. Porter is hereby appointed guardian for the suit for said minor defendants.

And now comes the said E.H. Porter, and in open Court accepts said appointment.

Edwin H. Perkins, Admr.

7914 Vs. Court of Common Pleas, Union County, Ohio.

H.H. Merchant. Admr. March, 30th, 1903.

This day on motion of the plaintiff leave was granted to the plaintiff to plead herein by April, 4th, 1903.

Cyrus Moore

8000 Vs. Court of Common Pleas, Union County, Ohio.

Fleetwood Courtright. Mar, 30th, 1903.

This day this cause was continued by agreement of the parties on account of the sickness of the plaintiff.

Dora Bicket

8036 Vs. Court of Common Pleas, Union County, Ohio.

Saurinda Seeley et. al. March, 30th, 1903.

This day came the plaintiff herein and gave security for costs in this case in accordance with a former order of this Court, and thereupon this cause was continued.

Henry Kress

8053 Vs. Court of Common Pleas, Union County, Ohio.

John Dorlp. March. 30th, 1903.

Leave is this day granted plaintiff to file an amended reply herein, and thereupon plaintiff filed said reply.

Henry Kress

8053 Vs. Court of Common Pleas, Union County, Ohio.

John Dorlp. March 30, th, 1903.

This day this cause was heard on the motion of the defendant to require plaintiff to secure the costs, on consideration whereof the Court do overrule said motion, to said ruling and judgment of the Court the defendant excepts.

Henry Kress

8053 Vs. Court of Common Pleas, Union County, Ohio.

John Dorlp. March, 30th, 1903.

This day came the parties and declared this cause settled at the costs of the defendant. No record to be made herein. It is therefore considered by the Court that the plaintiff recover of the defendant herein his costs taxed at $—, for which execution is allowed.

8140 The Farmers Bank
Vs.
Melissa Carpenter et. al.

Court of Common Pleas, Union County, Ohio
March 30th, 1903.

The Sheriff having sold the property described in the order of sale issued to him in this case, 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 purchasers a good and sufficient deed thereof.

Coming now to the distribution of the proceeds of said sale it is ordered and decreed by the Court that the Sheriff pay:-

First: To the Clerk of this Court the costs of this proceeding taxed at $58.70.

Seond: To the Treasurer of this County the taxes that may be a lien upon said premises amounting to $19.18.

Third: To the plaintiff the amount of its mortgage claim and interest amounting to $326.90.

Fourth: To the said J.S. Cameron the amount of the judgment set up in his answer and cross-petition, which the Court from the evidence finds to be the sum of $41.50.

The balance of the proceeds of said sale if any be paid to the said Melissa Carpenter.

Charles A. Siggett.
Vs.
Ida M. McKitrick et. al.

8065 Court of Common Pleas, Union County, Ohio. 8139
March 30th, 1903.

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed and the Sheriff is ordered by deed duly executed to convey said premises to the purchaser, Theodore Smith free of the dower of Martha E. Siggett.

And the said Martha E. Siggett having by her answer elected to receive in lieu of her dower its value in money, the Court find the just and reasonable value thereof to be $——.

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

First:- The Treasurer of Union County $— being the taxes and penalty due on said premises.

Second:- The Clerk of this Court the costs of this action including a counsel fee of $ 210,00 to D.H. Ayers, for his services, herein taxed at $——.

Third: The residue of the proceeds of said sale is ordered by the Court to remain in the hands of the Sheriff of Union County, Ohio, until the further order of the Court.

Monroe Martin,
Vs.
Florence B. Martin et. al.

8151 Court of Common Pleas, Union County, Ohio.
March, 30th, 1903

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 assigned dower therein to the said Ester Martin in the amount of twenty-nine acres (29) of the land in the petition described and have made and returned their appraisement of said estate subject to the dower of the said Ester Martin in the sum of $3705.00 Dollars, and free from dower at the sum of $4905.00

and the balance of said real estate after setting off said dower as aforesaid, leaving 80 acres at the sum of $3200.00, The Court finds the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.
And it appearing to the Court that the said Monroe Martin has elected to take the said estate at its appraised value subject to said dower of Ester Martin, at the sum of $3705.00, and no one objecting thereto; and has paid to the Clerk of this Court the costs of this suit amounting to $14.15 including Attorney fees, and the taxes amounting to $16.85 and to the other parties herein their respective distributive shares as follows:-
To Albert Martin the sum of $ 885.99.
To Maneroa Laughery the sum of $ 885.99.
To Albert A. Martin, Guardian of Charles J. Earlewine $443.00.
To Monroe Martin the sum of $ 885.99
To Albert A. Martin, Guardian of Ollie Earlewine $443.00.
And the said estate subject to the dower charge of the said Ester Martin is hereby adjudged to the said Monroe Martin; and the Sheriff is ordered to execute and deliver a deed to him therefor.

The Citizens Home and Savings Co.

8139 Vs. Court of Common Pleas, Union County, Ohio.

Beck Davis et. al. March 30th, 1903

On motion of the plaintiff and on his producing the return of the sale made under the former order of this Court, and the Court on careful examination of the 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, Michael Huber by deed according to law the property so sold, and a writ of possession is awarded to put the purchaser in possession. 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.

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 Eleven Hundred and Thirty 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, towit, the sum of Two Hundred and Seven and 77/100 Dollars.
Secondly:- The costs of this action taxed at Sixty-three and 60/100 Dollars.
Thirdly:- To the plaintiff, The Citizens Home and Savings Company, the amount heretofore found due him with interest, towit, the sum of Seven Hundred and Twenty-two and 40/100 Dollars, and the residue, if any, he pay to Beck Davis.

Court adjourned to Tuesday, March, 31st. 1903 at 9 o'clock A.M.

Tuesday, March, 31st. 1903, Court convened at 9 o'clock A. M.
Present Hon. Duncan Dow, Judge.

8065 Charles A. Liggett
Vs.
Ida M. McKitrick et. al.

Court of Common Pleas, Union County, Ohio.
March, 31st. 1903.

It is ordered by the Court that F. A. Thompson be and he is hereby appointed by the Court Guardian for the suit for Dwight A. Liggett, the infant defendant named in the petition herein; and the said F. A. Thompson appears in open Court and accepted said appointment.

8129 John R. Rayner
Vs.
Ed. Rogers et. al.

Court of Common Pleas, Union County, Ohio.
March, 31st. 1903.

This day this cause was settled and dismissed and all costs paid.

8075 Frank Channel
Vs.
T. & O. C. R. R. Co.

Court of Common Pleas, Union County, Ohio.
March, 31st. 1903.

This day came the parties herein by their Attorneys, and also came the following named persons as Jurors, towit:-
H. P. Riley, Casper Rausch, J. M. Longbrake, John D. White, Philip Rupright, Edward Freshwater, D. C. Bolenbaugh, T. J. Williams, M. F. Doty, George Conley, Wesley Newhouse and G. M. Haines, who were duly impaneled and sworn according to law; and thereupon this case came on for hearing on the pleadings and the evidence.
And it being proper in the opinion of the Court for the Jury to have a view of the place where the said injury took place; it is ordered that said Jury be conducted in a body, under charge of Allen Haines, Deputy Sheriff, to the said place, and that the same be shown to them by said Allen Haines.
And the said Jury having been conducted to said place and returned as above ordered, and having heard the testimony adduced in part said cause was continued until tomorrow morning at 9 o'clock.

Court adjourned to Wednesday, April, 1st, 1903.

Wednesday, April, 1st, 1903, Court convened at 9 o'clock, A. M.
Present Hon. Duncan Dow, Judge.

Frank Chamel
8075 Vs.
T. & O. C. R. R. Co.

Court of Common Pleas, Union County, Ohio.
April, 1st. 1903.

This day again came the said parties, by their Attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded. And the said Jury having heard the testimony adduced in part, said cause was continued until tomorrow morning at 9 o'clock,

Court adjourned to Thursday, April, 2nd, 1903,

Thursday, April 2nd, 1903, Court convened at 9 o'clock, A. M,

Frank Chamel
8075 Vs.
T. & O. C. R. R. Co.

Court of Common Pleas, Union County, Ohio,
April 2nd, 1903.

This day again came the said parties, by their Attorneys and also came the Jury heretofore impaneled and sworn and the trial proceeded, And the said Jury having heard all the testimony adduced in the case, the Court continued the further hearing of this cause until tomorrow morning at 9 o'clock,

Court adjourned to Friday, April, 3rd, 1903

Friday, April, 3rd, 1903, Court convened at 9 o'clock A. M,

Frank Chamel
8075 Vs.
T. & O. C. R. R. Co.

Court of Common Pleas, Union County, Ohio,
April 3rd, 1903,

This day again came the parties by their Attorneys, and also came the Jury heretofore impaneled and sworn and the trial proceeded. And the said Jury having heard all the testimony adduced in this case; and the argument of Counsel, the Court continued the further hearing of this cause until tomorrow morning at 9 o' clock.

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 March Term, 1903, 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 in all such matters as have legitimately came to our notice, having examined over 100 witnesses covering

eleven cases, and presented ten bills, and ignored one case considered by us,
The business has been transacted in as expeditious a manner as possible.
During our session we visited the County Jail, and examined its state and condition, and inquired into the discipline and treatment of the prisoners, and their habits, diet and accommodations, We find, and respectfully report to the Court, that the rules prescribed by the Judge have been faithfully kept and observed, and we do not find that any provision of law for the regulation of County Jails have been violated.
We find that the Hall to the rear part of the Jail is very dark and recommend that the County Commissioners have a glass put in the front door to said Hall, We further find the drive-way West of the Jail in an almost impassable condition and recommend that the County Commissioners have same straightened, graded and paved with paving brick.
We further find that the stairways of the Court House are so constructed as to be very difficult of ascent especially to aged and infirm people, and that a great many such people are compelled to attend Court and other business about the said Court House, and we therefore recommend that the County Commissioners cause an elevator to be constructed in said Court House from the basement to the top story.

Respectfully Submitted
April 3rd, 1903. Albert Adams, Foreman,

Court adjourned to Saturday, April, 4th, 1903.

Saturday, April, 4th, 1903, Court convened at 9 o'clock A. M.

8165 The State of Ohio ex. rel.
T. A. Redding.
Vs.
Sally Miller.

Court of Common Pleas, Union County, Ohio.
April, 4th, 1903.

This day this cause came on for hearing; and no one appearing to prosecute the complaint against the defendant, the said defendant is therefore ordered to be discharged from the custody of the Sheriff.
It is further ordered that the complainant, T. A. Redding pay the costs of this proceeding taxed at $—, for which execution is allowed to issue,

8109 William Blue
Vs.
T. & O. C. R. R. Co.

Court of Common Pleas, Union County, Ohio.
April 4th, 1903.

This day this cause came on to be heard upon the motion of the defendant to strike out certain parts of the amended petition filed in this case; and was argued by counsel.
On consideration thereof the Court overrules said motion, to which ruling and decision of the Court the defendant then and there excepted,
And on motion of the defendant the Court grants defendant 30 days in which to file answer herein, and cause continued,

Emma V. VanHuckle

8153 Vs. Court of Common Pleas, Union County, Ohio.

H.C. Hamilton et. al. April, 4th, 1903.

This day this cause came on to be heard upon the demurrer of the defendants to the petition of plaintiff filed herein, and was argued by Counsel and submitted to the Court.

On consideration thereof the Court sustains said demurrer and dismisses said petition at plaintiffs costs, to which ruling and decision of the Court, the plaintiff then and there excepted,

Frank Channel.

8075 Vs. Court of Common Pleas, Union County, Ohio.

T. & O.C. R.R. Co. April, 4th, 1903.

This day again came the parties herein, by their Attornies; also came the Jury heretofore impaneled and sworn in this case, and the trial proceeded, And the said Jury having heard all the testimony adduced in the case, the argument of Counsel, and the charge of the Court retired to their room in charge of the Sheriff for deliberation,

And the hour of adjournment having arrived, the Court discharged said Jury until Monday morning, April 6th, 1903, at 9 o'clock, at which time said Jury was ordered to report and resume their deliberations upon said cause,

Lincoln J. Cook.

8164 Vs. Court of Common Pleas, Union County, Ohio.

Florence McDonald et. al. April, 4th, 1903.

This cause coming on to be heard upon the petition the answer of E.H. Porter, Guardian ad litem for the minor heirs and the evidence, the Court finds that all the defendants have had due legal notice of the pendency and demand of the said petition, and that with the exception of the above named Guardian they are in default for answer or demurrer, thereto,

Thereupon, the Court find, that the plaintiff, and the defendants hereto are tenants in common in the estate described in the petition; that the plaintiff is entitled to 2/7 part thereof, and that the defendants, Rollie D. Cook, Cassius C. Cook, and Henry R. Cook are entitled to the 1/7 part thereof; and that Senora Warner, Lincoln Warner, Burley Warner, and Pearl Warner are entitled to the 1/28 part thereof; and that Willie Lamb, Lillie May Lamb, and Earl Lamb are entitled to the 1/21 part thereof, And that the plaintiff is entitled to have partition of said estate made, as prayed for in his petition,

It is therefore ordered, adjudged, and decreed that partition of said estate be made in favor of all parties interested, and that Sylvanus Billville, Hugh E. Moore, and J. M. McCoy, 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 the County of Union, and State of Ohio, commanding him that by the oaths of the Commissioners above named he cause the above premises as described in plaintiffs petition to be appraised, sold, and to be divided to each of the above named parties the part or proportion of said estate to which they are severally above found entitled, and that Ben F. Warner and William F. Lamb be forever barred of their respective rights of dower therein,

And of this proceedings herein said Sheriff is ordered to make due return forthwith,

H.C. Hamilton
Vs. Court Common Pleas. Union County, Ohio.
8086 Emma V. Van Winkle, et.al. April 4th 1903.

On Motion of the Plaintiff, and on his proceedings 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, Horatio C. Hamilton by deed according to law, the property so sold, to-wit; as described in plaintiffs petition, 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 Fourteen Hundred and Sixty seven Dollars, it is ordered that the Sheriff, from said proceeds; in his hands pay

First: To the Treasurer of this County the taxes, penalty and interest against said property to-wit, the sum of One Hundred and Fifteen 62/100 Dollars.

Secondly: The costs of this action, taxed at One Hundred and Eleven 63/100 Dollars. (out of the remainder and out of the proceeds of sale of chattels)

Thirdly: To the Plaintiff, Horatio C. Hamilton the amount found due him with interest to-wit; the sum of Twenty ~~Two~~ Hundred and Forty-nine and 22/100 Dollars, less $329.78 received by plaintiff since this action was begun as a payment for loss by fire.

It is further ordered that the Sheriff out of any balance in his hands after the payment of the above amount found due plaintiff, and the costs and taxes, pay to the Standard Paper Co. upon its claim of $103.97 which by the judgment of this Court is found due it upon its answer and cross-petition filed herein.

Court adjourned to Monday, April, 6th, 1903

Monday, April 6th, 1903. Court convened at 9 o'clock, A. M.

8075 Frank Chamul,
Vs.
T. & O. C. R.R. Co.

Court of Common Pleas, Union County, Ohio.
April, 6th, 1903.

This day again came the parties by their Attorneys, also came the Jury heretofore impaneled and sworn, and retired to their room in charge of the Sheriff for further consultation.

And now come said Jury into open Court, and state they are unable to agree upon a verdict; whereupon, they are by the Court, discharged from further consideration of this case, and the case is continued.

Court adjourned to Tuesday, April, 7th, 1903.

Tuesday, April, 7th, 1903, Court convned at 9 oclock A. M.

1145.

Bridget E. Slattery.
7964. Vs. Court Common Pleas. Union County Ohio.
James E. Slattery. et.al. April 7th, 1903.

This cause came on for hearing upon the return of the Sheriff, and the report of the Commissioners heretofore offered herein, and on motion to confirm the same - and it appearing that said estate cannot be devided by metes and bounds without injury to the value thereof. and that said Commissioners have made and returned their appraisement thereof, free of dower in the sum of Six hundred and fifty Dollars. The Court find the said return and proceedings in all respects correct and in Conformity to law. And therefore approve and confirm the same! And thereupon neither of said parties electing to take said estate at its appraised value on motion of the plaintiff, it is ordered that said premises be sold at Public auction at the Court House free of dower - and that an order issue therefore to the Sheriff of Union County. It is ordered that the sale be made cash. 1151.

Churchill & Co.
8106. Vs. Court Common Pleas, Union County Ohio.
C.P. Lenox. April, 7th, 1903,

This day on motion of the plaintiff by its Attorney, leave was granted to file amended reply herein and the same was filed.

The Farmers Bank. 1145.
8111 Vs. Court Common Pleas. Union County Ohio.
C. L. Stout. et.al. April, 7th, 1903.

This day on motion of the plaintiff by its Attorney, leave was granted to file an amended petition herein in 10 days.

Anna C, Owens.
8143. Vs. Court Common Pleas. Union County. Ohio.
John R. Owens. April, 7th, 1903. 1145

This day leave was granted the defendant to file amended answer herein and the same was filed.

State of Ohio. Court Common Pleas. Union County Ohio.
1175 Vs. Indictment for Burglary and Larceny.
James Kline and Susanna E. McGown. April, 7th, 1903.

It appearing to the Court that the defendant James Kline is in indigent circumstances, and unable to employ counsel, the Court at his request assign. F. J. Ballinger to defend him.

1145. State of Ohio Court Common Pleas, Union County, Ohio.
Vs. Indictment for Burglary and Larceny.
James Kline and Susanna E. McGown. April, 7th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant James Kline being again brought into Court in custody of the Sheriff: thereupon said defendant James Kline retracts his plea of not guilty heretofore entered and for plea to said Indictment saith he is guilty as he stands charged in said Indictment. It is therefore ordered by the Court that the said defendant, James Kline, be imprisoned and confined in the penitentiary of this State and kept at hard labor. but without any solitary confinement for the period of five years: and that he pay the costs of this prosecution, of which execution is awarded.

1151. State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for Arson.
Albert B. Montross, Cary Rose. April, 7th. 1903.
and Frank Cast.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendants, Albert B. Montross and Cary Rose being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto each saith he is not guilty and puts himself upon the County, and the Prosecuting Attorney doth the like.

1145. State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Indictment for Burglary and Larceny.
James Kline and Susanna E. McGown April, 7th, 1903.

This day it appearing to the Court that the defendant, Susanna E. McGown is in indigent circumstances, and unable to employ Counsel, the Court at her request assign A. H. Kollofath to defend her.

1145 State of Ohio Court Common Pleas, Union County, Ohio.
Vs. Indictment for Burglary and Larceny.
James Kline and Susanna E. McGown April, 7th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant, Susanna E. McGown being brought into Court and arraigned upon said Indictment for plea thereto saith she is not guilty and puts herself upon the County and the Prosecuting Attorney doth the like.

State of Ohio Court of Common Pleas, Union County, Ohio.
1143. Vs. Indictment for Assault and Battery.
Timothy Egan April, 7th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty, and puts himself upon the County, and the Prosecuting Attorney doth the like.

The State of Ohio. Court of Common Pleas, Union County. Ohio.
1145 Vs. Indictment for Burglary and Larceny.
James Kline and Susanna E. McCown. April, 7th, 1903.

This day comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant James Kline 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.

State of Ohio. Court of Common Pleas, Union County, Ohio.
1149 Vs. Indictment for Larceny.
James Kline. April, 7th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty and puts himself upon the County and the Prosecuting Attorney doth the like.

State of Ohio. Court of Common Pleas, Union County, Ohio.
1146 Vs. Indictment for Malicious destruction of Property.
Albert B. Montross. April, 7th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Albert B. Montross 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.

Chirchill & Co.
Vs. Court of Common Pleas, Union County, Ohio.
O. P. Lenox April, 7th, 1903.

This day came the parties herein, by their attorneys: also came the following named persons as Jurors, towit:- W. P. Hisey, Casper Rausch, J. M. Longbrake, Philip Rupright, Edward Freshwater, D. C. Bolenbaugh, T. J. Williams, W. F. Doty, George Conley, Wesley Newhouse, Tom Lovell and Howard Vosburg, who were duly impaneled and sworn according to law: and thereupon the case came on for hearing on the pleadings and the evidence. And after hearing the evidence, argument, and charge of the Court, the jury retired to their room, in charge of the Sheriff for deliberation. And now comes said Jury into open Court with their verdict in writing signed by their foreman, and says: We, the Jury, being duly

impaneled, sworn and affirmed, find the issues in this case in favor of the defendant. H. C. Bolenbaugh Foreman."
Dated 4/7/03.

Churchill & Co.
8107 Vs. Court of Common Pleas, Union County, Ohio.
A. B. Conkright. April 7th, 1903.

This day this cause was dismissed at plaintiffs costs by agreement of parties by Counsel.

It is therefore considered by the Court that the plaintiff pay the costs of this action taxed at $—, and execution is awarded therefor.

The Peoples Bank of Marysville, O.
8182 Vs. Court of Common Pleas, Union County, Ohio,
S. S. Flickinger and Lillie J. Flickinger. April 7th, 1903.

This day came the plaintiff by J. H. Kinkade, Attorney and filed its petition against said defendants, and thereupon E. H. Porter, an Attorney at law of this Court by virtue of certain Warrants 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, appears in open Court in behalf of the said defendants, waives the issuing and service of process, enters 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 Warrants of Attorney, confess that there is due from said defendants to said plaintiff on said indebtedness, the sum of $323.56, bearing interest at eight per cent 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 S. S. Flickinger and Lillie J. Flickinger, Defendants the sum of $323.56 so confessed, as aforesaid, with interest from the 6th day of April 1903, at eight per cent per annum, and also costs in its behalf expended taxed to $— and by virtue of said Warrants 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 to Wednesday April, 8th, 1903.

Wednesday, April, 8th, 1903. Court convened at 9 o'clock, A. M.

James Reed -
Vs.
8105 Joseph S. Martin, Executor &c, Court of Common Pleas, Union County, Ohio. 1148
April, 8th, 1903.

This day on motion of the plaintiff, Sarah E. Reed, was dismissed, as party plaintiff herein.

And thereupon came the parties herein; also came the following named persons as jurors, towit:- W. S. Hiser, Philip Rupright, Edward Freshwater, D. C. Bolenbaugh, T. J. Williams, M. F. Doty, George Conley, Wesley Newhouse, Tom Sovell, Ralph Bonnette David Beaver, and Jerry McCloud, who were duly impaneled and sworn according to law; and thereupon the cause came on for hearing on the pleadings and the evidence, And the said Jury having heard the testimony adduced in part in this cause, the Court continued the further hearing of this cause, until tomorrow morning at 9 o' clock.

State of Ohio
Vs.
1153 Blouch Fulk. Indictment for Assault and Battery.
Court of Common Pleas, Union County, Ohio.
April 8th, 1903

This day came the defendant, and upon request of the Prosecuting Attorney a Nolle Prosequi was entered by the Court to this Indictment, upon payment of the costs by the defendant.

1143

State of Ohio.
Vs.
1154 Blouch Fulk. Indictment for Disturbing a Meeting.
Court of Common Pleas, Union County, Ohio.
April, 8th, 1903.

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 as he stands charged in said Indictment,

It is therefore ordered and adjudged by the Court that the said Blouch Fulk pay a fine of Ten Dollars and the costs of this prosecution, and that he stand committed to the Jail of Union County, until the said fine and costs are paid, or secured to be paid, or he be otherwise discharged according to law.

810

Court adjourned to Thursday, April 9th, 1903.

Thursday, April, 9th, 1903, Court convened at 9 o'clock, A. M.

The State of Ohio-
Vs
1148 Oliver P. Lenox 2nd
E. Lee Cramer.

Court of Common Pleas, Union County, Ohio.
April 9th 1903.
Indictment for Burglary and Larceny.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendants, Oliver P. Lenox and E. Lee Cramer being brought into Court, and arraigned upon said Indictment for plea thereto say that they are not guilty of Burglary as they stand charged in said Indictment. And thereupon the Prosecuting Attorney by leave of the Court entered a Nolle Prosequi to so much of the Indictment as charges Burglary. Thereupon the defendants being again arraigned for plea thereto saith they are guilty.

It is therefore ordered and adjudged by the Court that the said defendants, Oliver P. Lenox and E. Lee Cramer, each pay a fine of Fifty Dollars and the costs of this prosecution; and that they each be imprisoned and confined in the Columbus Workhouse for ten days, and that they each stand committed to said Workhouse, until said fine and costs are paid or secured to be paid, or they be otherwise discharged according to law.

State of Ohio.-
Vs
1143 Timothy Egan

Court of Common Pleas, Union County, Ohio.
Indictment for Assault and Battery.
April 9th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant, Timothy Egan, being brought into Court in custody of the Sheriff, and arraigned upon said Indictment, for plea thereto saith he is guilty.

It is therefore ordered and adjudged by the Court that the said defendant Timothy Egan pay a fine of Ten Dollars, and the costs of this prosecution; and that he stand committed to the Columbus Workhouse until said fine and costs are paid, or secured to be paid, or he be otherwise discharged according to law.

James Reed-
Vs
8105 Joseph P. Martin Executor &c.

Court of Common Pleas Union County, Ohio.
April 9th, 1903.

This day came the parties herein; and also came the Jury heretofore impaneled and sworn in this case, and the trial proceeded. And the said Jury having heard all the testimony adduced in this case, the argument of Counsel, and the charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes the Jury into open Court with their verdict in writing signed by their foreman and says:- 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 Two Hundred and Fifty Dollars ($250.) Dated 4/9 1903.
J. J. Williams Foreman

The Jury in this action having on a former day of this term rendered a verdict for the plaintiff and assessed his damages at $250, 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, Joseph S. Martin as Executor of the estate of Elizabeth Reed deceased, the sum of $250, together with his costs herein expended.

Albert Adams, Executor &c.

8174 vs. Court of Common Pleas Union County, Ohio
Frank B. Davis et al, April 9th, 1903.

This day this cause was settled and costs paid, and no record to be made.

Court adjourned to Friday April 10th, 1903.

Friday April 10th 1903. Court convened at 9 oclock A.M.

8134 Matilda Stewart.
Vs
Enoch Stewart. Court of Common Pleas, Union County, Ohio.
April 10th, 1903.

This day this cause was dismissed by plaintiff at her costs, and costs paid.

8127 State of Ohio, ex. rel.
Anna E. Kiel
Vs.
Richard Nicol. Court of Common Pleas, Union County, Ohio.
April 10th, 1903.

And now the defendant coming into court, for plea to the charge made against him in this action, saith that he is not guilty, and the court order the issue to be tried by a jury.

This day came the parties herein; and also came the following named persons as jurors to wit:- W. P. Hisey, M. F. Doty, T. J. Williams, Wesley Newhouse, D. C. Bolenbaugh, T. J. Lovell, Clarence Stewart, George Conley, Edward Freshwater, Philip Rupright, Howard Dobbery J. R. Smith who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and the evidence. And after hearing the evidence, argument and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation. And now comes said jury into open Court with their verdict in writing signed by their foreman, and say:-

"We, the jury in this case being duly impaneled, sworn and affirmed to well and truly try the issues in this case between the State of Ohio ex. rel. Anna E. Kiel, Plaintiff and Richard Nicol, Defendant, do find the said defendant guilty, as in the complaint alleged.

Edward Freshwater Foreman

The State of Ohio.
Vs.
1151. Albert D. Montross. Court of Common Pleas, Union County, Ohio.
April 10th, 1903.
Cary Rose and Frank Gast. Indictment for Arson &c.

Now comes the Prosecuting Attorney, on behalf of the State of Ohio, and the defendants Frank Gast, being brought into court in custody of the Sheriff, and arraigned upon said Indictment, for plea thereto, saith he is guilty, and is remanded to the custody of the Sheriff until sentence.

8154 Elizabeth Haines
vs.
Cyrus N. Haines et. als.

Court of Common Pleas, Union County, Ohio.
April, 10th, 1903.

And now this cause came on to be heard on the plaintiff's petition asking for the direction and judgment of the Court in construing certain parts of the Will of James D. Haines, the plaintiff being the widow of said testator, and asking for construction of said Will under the provisions of the Statutes in such case provided.

This cause being submitted to the Court upon the pleadings and evidence, on consideration whereof the Court being fully advised in the premises find that all parties in interest have been duly and legally notified of the filing and pendency of the petition and that they are now before the Court, to submit to the decision hereof.

The Court further finds from the evidence that the said Caspar A. Haines is the youngest son of said James D. Haines and that at the time said Will was made the said Caspar A. Haines was living at home, and that it was the intention of said James D. Haines to give to said Elizabeth Haines, his widow, and said Caspar A. Haines, the One Hundred Acres of land mentioned in the second item of said Will as an estate in fee simple, and that the words "during their lifetime" inserted therein after the grant of a fee simple estate, are repugnant to said grant and clearly against the manifest intention of said testator as shown by the tenor and scope of said Will, and that the said words "during their life time" should be and they are rejected, and the Court now declares the true intent and meaning of said Will was to give to the said Elizabeth Haines and the said Caspar A. Haines, a joint fee simple estate in the One Hundred Acres of land in the second item of said Will described.

And all the parties being before the Court, and there being no objection thereto, the Court further construe the true intent and meaning of the third item of said Will was to give to the said Cyrus N. Haines a fee simple estate in the lands described in the third item of said Will, subject to the reservations of timber and a road to the same, as expressed in said Will. And there being no objection thereto, the Court further construes the true intent and meaning of the fourth item of said Will, was to give to the said Sylvia J. Miller, a fee simple estate in the lands described in the said Fourth item.

It is therefore considered, ordered and decreed by the Court that the true construction and intention of said Will, be as follows:- That the said Elizabeth Haines and Caspar A. Haines have a fee simple estate in equal parts in the One Hundred Acres of land described in the second item of said Will. That said Cyrus N. Haines have a fee simple estate in the lands described in the third item of said Will, subject to the reservation of timber and roadway stated therein. That said Sylvia J. Miller has a fee simple estate in the lands described in the fourth item of said Will. It is further decreed by the Court that the cost of this proceeding be paid by the said Elizabeth Haines, Caspar A. Haines, Cyrus N. Haines and Sylvia J. Miller in equal parts.

Court adjourned to Saturday April 11th, 1903

Saturday April 11th 1903. Court convened at 9 oclock A.M.

1145 State of Ohio. vs. James Kline 2nd Susanna E. McGoron. Court of Common Pleas. Union County, Ohio. April 11th, 1903. Indictment for Burglary and Larceny.

On motion to the Court for the allowance of Attorney fees in this cause, the Court on consideration thereof do fix and allow Attorney fees herein as follows:
To F. F. Ballinger appointed to defend James Kline the sum of $25.00.
To A. A. Kollefrath " " " " Susanna E. McGoron " " $25.00.

1145 State of Ohio. vs. James Kline 2nd Susanna E. McGoron. Court of Common Pleas, Union County, Ohio. April 11th, 1903. Indictment for Burglary and Larceny.

Now comes the Prosecuting Attorney on behalf of the State of Ohio. and the defendant, Susanna McGoron, being brought into Court in custody of the Sheriff; Thereupon said defendant Susanna E. McGoron retracts her plea of not guilty heretofore entered and for plea to said Indictment, saith she is guilty as she stands charged in said Indictment. It is therefore ordered by the Court that the said defendant, Susanna E. McGoron, be imprisoned and confined in the Penitentiary of this State and kept at hard labor for without any solitary confinement for the period of one year; and that she pay the costs of this prosecution for which execution is awarded.

1145 State of Ohio vs. James Kline 2nd Susanna E. McGoron. Court of Common Pleas, Union County, Ohio. April 11th, 1903. Indictment for Burglary and Larceny.

Whereas at the present Stated 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: James Kline and Susanna E. McGoron 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 guard for the purpose aforesaid.

Court adjourned to Monday, April, 13th, 1903.

Monday, April, 13th, 1903. Court convened at 9 o'clock A. M.

8163

In the matter of the complaint, charges and Specifications against Thomas Reed an Attorney and Counselor at law, practicing in the Court of Common Pleas of Union County.

Court of Common Pleas, Union County, Ohio.

This day the matter of said complaint coming on for trial upon Duncan Dow, Judge of the Court of Common Pleas, of the Third Sub-Division of the Tenth Judicial District of Ohio, was heard upon said complaint, charges and specifications and the evidence; and it appearing to the Court that the said Thomas Reed, the accused, had been served with a copy of said complaint, charges and specifications certified to by the Clerk of said Court under the seal of said Court on the 17th day of February, 1903, and on the said date the said Thomas Reed was also notified that said matter would be for trial on this the 13th day of April, 1903, and it appearing to the said Court that sufficient and reasonable time had elapsed since said copy and notice was served upon the said Thomas Reed for him to collect and present testimony in his defense; and it further appearing from the evidence that the said Thomas Reed had been guilty as an Attorney at Law of unprofessional conduct involving moral turpitude and also misconduct in office all as charged in said complaint, charges and specifications; It is therefor considered, ordered and adjudged by said Court that the said Thomas Reed be disbarred from the practice of Law and removed from his office as an Attorney at Law.

8163 In the matter of the Complaint &c, against Thomas Reed, an Attorney &c,

Court of Common Pleas, Union County, Ohio. April, 13th, 1903.

J. S. Cameron, H. T. Hoopes and James E. Robinson having been heretofore appointed by the Court to prepare and present a complaint, charges and specifications against Thomas Reed in the above entitled case and the service having been performed and said case having been heard and disposed of by the Court, it is ordered by the Court that the said J. S. Cameron be and is hereby allowed the sum of One Hundred Dollars for his said services in that behalf, and the sum of Five Dollars for expenses incurred in said matter; and the said H. T. Hoopes be and is hereby allowed the sum of One Hundred Dollars for his said services in that behalf, and the sum of Fifteen Dollars for expenses incurred in said matter; and the said James E. Robinson be and hereby is allowed the sum of One Hundred Dollars for his said services in that behalf, and the sum of two dollars for his expenses incurred in said matter and that Anna McCrory be and hereby is allowed the sum of Five Dollars for her services as Stenographer; and that the witness together with the fees of the Sheriff and Clerk be paid out of the County Treasury.

L. C. Beem

8156 Vs.

A. B. Montross et. al.

Court of Common Pleas, Union County, Ohio. April, 13th, 1903

This day this cause came on to be heard upon the motion of John B. Burns to file reply herein by April, 22nd. Whereupon the Court grants leave to file reply by said day.

8162 J. H. Hamilton
Vs.
Minta Hamilton

Court of Common Pleas, Union County, Ohio.
April, 13th, 1903.

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

1st: That said defendant was legally notified of the pendency of this petition,
2nd: That said defendant had been guilty of adultery as charged in the petition.

It is therefore considered, ordered and adjudged by the Court that said plaintiff be granted a complete divorce from the defendant, each party being released from the obligation thereof, and that the plaintiff pay the costs of this case.

Court adjourned to Tuesday, April, 14th, 1903.

Tuesday, April, 14th, 1903, Court convened at 9 o'clock, A. M.

8164 Lincoln J. Cook
vs.
Florence McDonald et. al.

Court of Common Pleas, Union County, Ohio.
April, 14th, 1903.

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 the said Commissioners have made and returned their appraisement of the same at twenty three ($23.) Dollars per acre, 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 Lincoln J. Cook has elected to take the said premises at their appraised value, it is ordered by the Court, on good cause shown, that the proportion due the other parties be paid in cash (except that proportion due to the parties herein whose interest has been purchased by the said Lincoln J. Cook) and that upon the said Lincoln J. Cook paying the same together with his proportion of the costs of this case including Counsel fee of $35.00 to Milo S. Myers for his services herein, and his proportion of the taxes and penalty due on said premises, amounting to $, the said estate be, and it hereby is, adjudged, to him; and the Sheriff is ordered thereupon to make and execute to him conveyance thereof. 815

And the Court saying now to distribute the proceeds of said estate, it is ordered that the Sheriff, upon receiving the same, as above pay:-

First:- To the Treasurer of Union County $1.31 being the taxes and pedalty due on said premises.

Secondly: To the Clerk of the Court the costs of this action, including counsel fee, the sum of $62.30

Thirdly:- To the plaintiff, Lincoln J. Cook, 4/7 part thereof. he having purchased the shares and interest of each of the following, Cassius C. Cook, Henry R. Cook and Florence McDonald, and is entitled to their proportion viz the sum of $13.45 and to Rollie D. Cook 1/7 interest thereof in the sum of $3.63, and to Lenora Garner, Lincoln Garner, Burley Garner and Pearl Garner a 1/28 part each in the sum of $.81, and to Willie Lamb, Lillie May Lamb and Earl Lamb 1/21 part each in the sum of $1.20. the above sums being in full of their respective rights herein

8122 The State of Ohio, ex. rel.
Annie E. Kiel
Vs.
Richard Nicol.

Court of Common Pleas, Union County, Ohio.
April, 14th, 1903.

The defendant, Richard Nicol having been found guilty as charged in this cause, he is now therefore adjudged by the Court to be the father of the said child, and it is ordered that he stand charged with the maintenance thereof in the sum of Four Hundred Dollars, to be paid as follows, towit, $50. to be paid May, 1st, 1903, and $50. each six months thereafter until the full sum of $400. is paid, And it is further ordered and adjudged that he pay the costs of this case. It is further ordered that the said defendant give security to the acceptance of this Court for the performance of this order, and in default of such payment or security that he be committed to the jail of this County there to remain until he shall comply with the requirements of the Court, or be otherwise discharged by due course of law.

8155 J. L. Davis
Vs.
Viola Davis.

Court of Common Pleas, Union County, Ohio.
April, 14th 1903.

This day this cause came on for hearing on the petition and evidence; and on consideration thereof the Court find that the plaintiff at the time of filing his petition, had been a resident of the State of Ohio for one year next preceding the same; and was at 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 wilful absence and gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said J. L. Davis and Viola Davis be, and the same is hereby dissolved, and both parties released from the obligations of the same.

It is further ordered that the plaintiff pay the costs herein,

Court adjourned to Wednesday, April, 15th, 1903.

Wednesday, April, 15th, 1903. Court convened at 9 o'clock A. M.

Emeline Ford.
8081 Vs. Court of Common Pleas, Union County, Ohio.
Vinton Ford. April, 15th, 1903.

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 Vinton Ford, the 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 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 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 Emeline Ford and the said Vinton Ford 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 Emeline Cleo Bird.

It is further considered by the Court that the said Emeline Ford recover from the said Vinton Ford her costs herein expended.

Mary L. Robertson
8131 Vs. Court of Common Pleas, Union County, Ohio.
George H. Robertson. April, 15th, 1903

This day this cause came on for hearing; and the plaintiff having heretofore, towit, at the September, 1902, Term of this Court, been refused a divorce, and having brought a second action for divorce in this Court, and having filed an affidavit that a fair and impartial hearing cannot be had before this Court.

Thereupon this cause came on for hearing on the motion of the plaintiff for a change of venue herein; and the Court being fully advised in the premises, it is ordered that the place of trial be, and the same hereby is, changed to the County of Marion.

It is therefore directed that the Clerk of this Court transmit to the Clerk of the Court of Common Pleas of said County of Marion the pleadings and papers in this cause, with a certified copy of this order.

Sarah E. Sherwin
8136 Vs. Court of Common Pleas, Union County, Ohio.
Henry Sherwin April, 15th, 1903.

This day this cause came on for hearing; and the plaintiff having heretofore, towit, at the September Term of this Court, A.D. 1902, been refused a decree for divorce and having brought a second action for divorce in this Court, and having filed an affidavit that a fair and impartial hearing cannot be had before this Court.

Thereupon this cause came on for hearing on the motion of the

plaintiff for a change of venue herein, and the Court being fully advised in the premises, it is ordered that the place of trial be, and the same hereby is, changed to the County of Marion.

It is therefore directed that the Clerk of this Court transmit to the Clerk of the Court of Common Pleas of said County of Marion, the pleadings and papers in this cause, with a certified copy of this order.

L. O. Slemmons.

8150 Vs

Asbury Cheney, Admr. &c.

Court of Common Pleas, Union County, Ohio.
April, 15th 1903.

Now come the parties hereto by their Attorneys and settle this action by agreement in the manner following: It is agreed by the defendant to release the plaintiff from all claims whatsoever, and that the plaintiff shall be entitled to receive the one half of all brick that are now owing from M. J. Schneider upon the agreement set forth in the petition herein; and in consideration thereof plaintiff agrees before he shall be entitled thereto to pay the costs of this action, and of a certain other action brought by him in this Court against the said M. J. Schneider on account of the said brick, and to release defendant from all claims on account of claimed partnership property of the partnership of Riddle & Slemmons as inventoried in the Probate Court of this County, and to release and hereby does release the plaintiff from all claims whatsoever against the estate of the said T. A. Riddle, deceased.
Judgment is accordingly rendered against the plaintiff for costs, herein.

L. O. Slemmons

8152 Vs.

M. J. Schneider

Court of Common Pleas, Union County, Ohio.
April, 15th 1903.

Now come the parties to this action by their Attorneys and settle the same by agreement in the manner following: It is agreed that the plaintiff shall be entitled to receive the one half of all brick now owing from the defendant upon the contract as alleged in the petition, and that the plaintiff shall pay the costs of this action and judgment is rendered accordingly.

A. B. Montross

8166 Vs.

L. C. Benn.

Court of Common Pleas, Union County, Ohio.
April, 15th 1903.

This day the Court grants leave to the defendant to withdraw demurrer filed herein, and file answer, and the same was filed.

D. H. Ayers, Guardian &c.

7981 Vs.

Elija Webb et. al.

Court of Common Pleas, Union County, Ohio.
April, 15th 1903.

This day this cause came on to be heard upon the demurrer of the defendants to the fourth amended petition of the plaintiff filed herein, and was argued by Counsel and submitted to the Court. Thereupon the Court overrules said demurrer to which ruling and judgment of the Court, the defendants then & there excepted. And the Court grants leave to defendants to answer herein in 30 days.

8169 Mary F. Snowden
Vs.
Walter Flesher.

Court of Common Pleas, Union County, Ohio.
April, 15th, 1903.

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff filed herein; and was argued by counsel and submitted to the Court.
Whereupon the Court overrules said demurrer, to which ruling and decision of the Court the defendant then and there excepts.
And on motion of the defendant the Court grants leave to file answer herein in 30 days.

8170 Emma J. Shultz,
Vs.
Arthur Flesher.

Court of Common Pleas, Union County, Ohio.
April, 15th, 1903.

This day this cause came on to be heard upon the demurrer of defendant to the petition of plaintiff filed herein; and was argued by Counsel and submitted to the Court.
Whereupon the Court overrules said demurrer, to which ruling and decision of the Court the defendant then and there excepts.
And on motion of defendant the Court grants leave to defendant to answer herein in 30 days.

8137 Harry H. Courter,
Vs.
Lillie Adelaide Courter.

Court of Common Pleas, Union County, Ohio
April, 15th, 1903

This cause came on this day to be heard on the petition of the plaintiff and answer of the defendant and a reply thereto of the plaintiff and evidence, And in consideration thereof the Court finds that the plaintiff at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further finds upon the evidence adduced that the defendant, Lillie Adelaide Courter has been guilty of gross neglect of duty and guilty of wilful absence from the plaintiff her husband 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 heretofor existing between the said Harry H. Courter and Lillie Adelaide Courter, be and the same hereby is dissolved and both parties are released from the obligation of the same. It is further ordered and adjudged that the plaintiff, Harry H. Courter pay unto the Clerk of this Court for the defendant Lillie Adelaide Courter as her reasonable alimony in money the sum of $200 payable as follows, towit: $10.00 upon May, 15th, 1903, and $10.00 per month thereafter, on the 15th day of each month until the full sum of $200.00 has been paid, And in default of any of such payment for 15 days execution is allowed to issue therefor. It is further ordered by the Court that each of said parties are barred from any dower or other rights in the property of the other party and that each hold in severalty any property that they may now have.
It is further considered by the Court that the said plaintiff pay the costs of this proceeding.

7753 Mandate From Supreme Court

115

7753
Mandate
From
Supreme
Court

Supreme Court of the State of Ohio.

The State of Ohio, City of Columbus, January Term, A.D. 1903. Towit, Tuesday, March, 31st.

Margaret D. Haines
Vs.
H. M. Ballinger et.al.

Error to the Circuit Court of Union County.

This cause came on to be heard upon the transcript of the record of the Circuit Court of Union County, and was argued by counsel. On consideration whereof, it is ordered and adjudged by 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 plaintiff in error their costs herein expended taxed at $—.

Ordered, that a special Mandate be sent the Probate Court of Union County to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Common Pleas and Circuit Courts of Union County for entry.

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

Witness my hand and the seal of said Court, this 14th day of April, A.D. 1903. (Seal)

Lawson E. Emerson Clerk
By J. G. Obermeyer, Deputy.

Court adjourned to Thursday, April, 16th, 1903.

Thursday, April, 16th, 1903. Court convened at 9 o'clock A.M.

The State of Ohio.
Vs
A. B. Montross et.al.

1151

Court of Common Pleas, Union County, O.
Indictment for Arson.
April, 16th, 1903

And now the defendant, Cale Rose, being brought into Court in charge of the Sheriff, and it appearing that he is in indigent circumstances and unable to employ counsel, the Court at his request appoint Henry V. Speir, as counsel for his defense.

Court adjourned to Monday April, 27th, 1903

Monday, April, 27th, 1903, Court convned at 9 o'clock A. M.

8176 Alfred N. Kennedy
Vs.
William Diehl et.al.

Court of Common Pleas, Union County, Ohio.
April, 27th, 1903

This day this cause came on to be heard upon the demurrer of the plaintiff, Alfred N. Kennedy to the answer and was argued by counsel and submitted to the Court upon the pleadings and the will of Alfred N. Morse and the Court being fully advised in the premises it is adjudged by the Court that said demurrer be and the same is hereby sustained. And the Court further considering the pleadings and especially the will of Alfred N. Morse find that the said Alfred N. Morse by his said will devised unto the plaintiff, Alfred N. Kennedy the real estate described in the plaintiff's petition as an estate in fee simple, absolute, without condition.
That the clause in said will "The lands not to be sold or conveyed out of the Kennedy family," is repugnant to the nature of the estate devised and is void.
And the Court further finds that the defendant William Diehl is in possession of an estate in fee simple, absolute, of the lands described in the plaintiffs petition. And neither party desiring to plead further, it is adjudged and decreed by the Court, that the plaintiff recover of the defendants said sum of $500 with interest thereon from the 2nd day of February, 1903, at 6% per annum, together with his costs in this behalf expended, taxed at $— for which execution is ordered.
And it is further ordered by the Court that unless the said Defendants, William Diehl and Mary Jane Diehl pay or cause to be paid said above adjudged sum of money to the plaintiff within 60 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. 115

The Farmers Bank
8111 Vs.
C. L. Stout et. al.

Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

This day on motion of the plaintiff leave was granted to file amended petition and the same was filed.

State of Ohio.
1151 Vs.
Albert B. Montross et. al.

Indictment for Arson. 817
Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant, Cary Rose being brought into Court in custody of the Sheriff; and thereupon the said defendant retracts his plea of not guilty heretofore entered, and for plea to said Indictment saith he is guilty; and is remanded to the custody of the Sheriff until sentence.

8159 Anna M. Robinson,
Vs.
O. C. Robinson,

Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

This cause came on this day to be heard upon the petition and evidence, and on consideration thereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union; and that the parties hereto were married as in said petition set forth.

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

It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Anna M. Robinson and O. C. Robinson be and the same hereby is, dissolved and both parties are released from all obligations of the same. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of $300.00; and in default of payment of the same for three days, execution is allowed to issue therefor. It is further ordered that the plaintiff pay the costs of this action taxed to $—.

1151 State of Ohio
Vs.
Albert B. Montross et. al.

Indictment for Arson.
Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant, Albert B. Montross being brought into Court in custody of the Sheriff; also came the following named persons as jurors, to-wit: H. S. Risley, Casper Rausch, J. M. Longbrake, Philip Kupright, Edward Freshwater, D. C. Bolenbaugh, George Conley, Wesley Newhouse, Thomas Lovell, Howard Vosbury, John K. Dodge, and Francis Johnson, who were duly impaneled and sworn according to law. And the said Jury having heard the testimony adduced in part, the Court adjourned the further hearing of this case until tomorrow morning at 9 o' clock.

8178 A. F. Benedict.
Vs.
J. H. Livingston.

Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

Now comes 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 One Hundred and Sixty and 32/100 Dollars.

It is therefor considered by the Court that the said plaintiff, A. F. Benedict, recover from the defendant J. H. Livingston the said sum of $160.32, and his costs herein expended taxed to $—, for which execution is allowed to issue.

8175 J. B. Livingston et. al.
Vs.
George Harriman, et. al.

Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

This day on motion of the defendant leave was granted to answer herein in 15 days.

8180 In the matter of the application of The Presbyterian Church of Marysville, Ohio, by its Trustees, Robert S. Carroll, William G. Snodgrass, and Walter Reed, for Encumbrance of Real Estate,

Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

This day this cause came on to be heard on the petition and evidence and was submitted to the Court, Whereupon, the Court being fully advised in the premises and upon due consideration, find that due notice of this proceding has been given according to law, and that the allegations of the petition are true; that the object sought to be attained by this proceding is desired by said Church, and that it is right and proper that authority be given to accomplish the same.

Therefor the prayer of the petition is granted and the petitioners are hereby authorized to encumber by mortgage the real estate in the petition described in the said sum of Twenty Five Hundred Dollars ($2500.) for the said purpose of paying part of the indebtedness accrued in the erection of a new church building, and it is further ordered that said loan be made for one year and at a rate of interest not exceding Six (6) per cent per annum.

It is further ordered that said trustes report their proceedings to this Court upon the execution of this order of the Court.

8179

Albert Adams, Executor &c,
Vs.
U. G. Kilbury et. al.

8172 Court of Common Pleas, Union County, Ohio.
April, 27th, 1903.

Now comes the plaintiff, by his Attorney, and the defendants, and each of them, being in default for answer and demurrer, the Court finds that the allegations of the petition are confessed by them, and each of them, to be true, And the Court further finds that there is due the plaintiff from the defendants, U. G. Kilbury, John T. Kilbury and H. H. Kilbury, on the promissory note set forth in the petition, with interest as stipulated in said note, to the first day of this term, the sum of $269,86, with interest at the rate of right per cent per annum from the first day of this term, together with his costs in this behalf expended taxed at $—, And it being made to appear to the Court that the defendant, U. G. Kilbury, signed the promissory note herein sued on as principal, and that the said defendants, John T. Kilbury and H. H. Kilbury signed the said promissory note as sureties for their said co-defendant, U. G. Kilbury, the Court finds that the said U. G. Kilbury is the principal debtor, and that the said John T. Kilbury and H. H. Kilbury are sureties in the above judgment; and it is ordered that execution issue in the premises accordingly,

Perry H. Wood
8179 Vs. Court of Common Pleas Union County, Ohio.
Addie Wood et. al. April, 27th, 1903.

Now comes the plaintiff, by his Attorney, J. F. Millar, and applies to the Court for the appointment of a guardian ad litem for the infant defendants herein; and it appearing to the Court that Maud Mulvain, Walter Wood, Gertie Wood, Myrtle Wood, and Howard Wood Thompson are such minor defendants, and that each and all of them have been duly served with summons herein; that more than twenty days have elapsed since the return day of the summons so served upon each and all of them, except in the case of said Howard Wood Thompson, who is under fourteen years of age; and that each and all of them have neglected to apply for the appointment of a guardian ad litem herein.

Now therefore James McCampbell is hereby appointed guardian for the suit for said minor defendants, and authorized and directed to defend their interests herein; and thereupon he duly accepted said appointment.

Perry H. Wood.
8179 Vs. Court of Common Pleas, Union County, Ohio,
Addie Wood et. al. April, 27th, 1903,

This cause came on to be heard on the plaintiff's petition, the answer of the minor defendants by their guardian ad litem, and the evidence, all the other defendants being in default for answer, although having been duly served with summons or having waived such service and having duly entered their appearance herein, The Court, upon due consideration thereof, finds that the allegations of the petition are true; that the defendant Addie Wood has a life estate in and is entitled to the immediate possession of seventy acres off the South end of the real estate described in the petition, subject to the conditions and to the rights and interests of the defendant Isabelle Wood as set out in the petition; that of the remainder of said real estate the plaintiff and the defendants John Wood, Joseph Wood, and Robert Wood are each legally entitled to the possession of the one seventh part thereof; that the defendants Archie Wood, Ernest Wood, Frank Wood, and Gertie Wood, Taylor, being the only heirs of William Wood, deceased, are jointly legally entitled to the possession of the one seventh part thereof; that the defendants Della Mulvain Mohn, Ella Mulvain Stultz, Minnie Mulvain Wilcox, and Maud Mulvain, being the only heirs of Martha Wood Mulvain, deceased, are entitled to the one seventh part thereof; and that the defendants, Walter Wood, Gertie Wood, Myrtle Wood and Howard Wood Thompson, being the only heirs of Albert Wood, deceased, are entitled to the one seventh part thereof; that each and all of the said parties have derived their title to the said real estate by the Will of one Bigham Wood, deceased; that by the terms of said Will it is directed that said real estate be divided among said parties in the manner and respective portions hereinbefore set forth, and that the plaintiff and the defendant Joseph Wood be assigned their shares next to lands that they now own, if they should so desire, and that the defendant Robert Wood shall have the right to locate his share.

It is therefore ordered that a writ of partition be issued to the Sheriff of said County of Union, commanding him that by the oaths of George Metzger, Marshall Elliott and William Styer, who are hereby appointed

Commissioners for that purpose, he cause to be set off and divided in severalty to the said named parties respectively the portions of said real estate to which they are hereby respectively found to be entitled, locating the shares of the plaintiff and of the defendant, Joseph Wood, next to lands owned by them respectively, if they should so desire, and permitting the defendant Robert Wood to choose the location of his share, And of his proceedings said Sheriff is ordered to make due return forthwith.

Court adjourned to Tuesday april 28" 1903

Tuesday Apr. 28" 1903. Court convened at 9 o'clock A.M. 1151

1151 State of Ohio — Court of Common Pleas Union County, Ohio.
Indichment for Arson.
Albert B. Montross, et.al. — April 28th 1903.

This day came the Prosecuting attorney on behalf of the State of Ohio, and the defendant in custody of the Sheriff. Also came the Jury heretofore empannelled and sworn, and the trial proceeded. And the said Jury having heard the testimony adduced in part, the Court adjourned the further hearing of this case until to morrow morning at 9. o'clock.

Court adjourned to Wednesday April 29th 1903. 1157

Wednesday April 29" 1903. Court convened at 9 o'clock A.M.

8179 Perry N. Wood. vs. Addie Wood et.al. — In Court of Common Pleas, Union County Ohio
April 29" 1903.

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 upon due consideration the Court finds that said proceedings have been in all respects correct and lawful and accodding to the former orders of this Court, and the same are approved and confirmed. And it is ordered that said parties hold in severalty the portains of said real estate so set off and assigned to them respectfully. And it is further ordered, that said lands be surveyed and platted and each portion described by metes and bounds and a record made thereof in this action, and that so much of this decree and of said record as is necessary to show said partition be certified to the Recorder of Union County for record. 8143
And it appearing to the Court that said lands were devised by the last will of Jone Ingham Wood deceased, duly probated, to be divided in the manner herein done as set forth in the petition, and that so doing is a part of the execution of his said will, and a proper charge against his estate; and it further appearing to be

the agreement and understanding of the parties hereto, that the costs hereof shall be paid by the executor of said estate and that the same will not be prejudicial to the interests of the minor defendants; and said executor John F. Millar, appearing in open Court and consenting thereto, and representing said estate fully solvent. It is therefore ordered that the costs hereof, including a Counsel fee of $100.00 to J.F. Millar, the plaintiff's Attorney, for his services herein, and also the costs of the survey hereby ordered, taxed in all at $ be paid by said executor to the Clerk of this Court.

1151 State of Ohio vs Albert B. Montross et.al. Court of Common Pleas, Union County, Ohio. Indictment for Arson. April 29th 1903.

This day came the Prosecuting attorney on behalf of the State of Ohio, and the defendant, Albert B. Montross in custody of the Sheriff; also came the jury heretofore empaneled and sworn and the trial proceeded. And the said Jury having heard the testimony adduced in part, the Court adjourned the further hearing of this case until to-morrow morning at 9 o'clock.

Court adjourned Thursday April 30th, 1903.

Thursday April 30th 1903. Court convened at 9 o'clock A.M.

1151 State of Ohio vs Albert B. Montross et.al. Court of Common Pleas. Union County, Ohio. Indictment for Arson. April 30th, 1903.

This day came the Prosecuting attorney on behalf of the State of Ohio, and the defendant Albert B. Montross in custody of the Sheriff, also came the jury heretofore empaneled. Who sworn and the trial proceeded. And the said Jury having heard all the testimony adduced in this case, and the argument of Counsel in part, the Court adjourned the further hearing of this cause until to-morrow morning at 9 o'clock.

Court adjourned to Friday May 1st, 1903.

Friday May 1st, 1903. Court convened at 9 o'clock A.M.

8143 Anna C. Owen, Vs. John R. Owen. Court of Common Pleas, Union County, Ohio. May 1st, 1903.

This cause came on to be heard upon the pleadings and evidence and upon due consideration thereof, the Court finds that the plaintiff, was a resident of the State of Ohio, for more than one year next preceding the filing of her petition, and at the time was a bona-fide resident of this County of Union, and that the parties were married as stated in the petition. The Court further finds that the defendant has been guilty of gross

neglect of duty and habitual drunkenness for more than three years as charged in the petition, and that 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 dissolved, and both parties are released therefrom. It is further considered, that each party pay their own costs and judgment accordingly.

8125

Charles A. Hodges.

8171. vs. Court of Common Pleas. Union County, Ohio.

Henry Biggs. May 1st, 1903.

This day this cause was called, and the plaintiff failing to appear and prosecute the same, this cause is dismissed for want of prosecution.

8141

State of Ohio Court of Common Pleas. Union County, Ohio

1151. vs. Indictment for Arson.

Albert B. Montross et.al. May 1st, 1903.

Now came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Albert B. Montross, being brought into Court in custody of the Sheriff; also came the jury heretofore empaneled and sworn in this case and the trial proceeded, and the said jury having heard all the testimony adduced in this case, the argument of Counsel, and the charge of the Court, retired to their room in charge of the Sheriff for deliberation. And afterward came the jury conducted into Court by the Sheriff and returned the following verdict in writing, signed by their foreman, to wit: We the jury in this case being empaneled, sworn and affirmed to well and truly try, and true deliverance make between the State of Ohio, and the prisoner at the bar, Albert B. Montross, do find that the prisoner at the bar guilty in manner and form as he stands charged in the Indictment; and we find the value of the building burned at $4600. John A. Hodges Foreman.
And thereupon said defendant is ordered into the custody of the Sheriff to await sentence.

Chas. A. Siggett

8065 vs. Court of Common Pleas. Union County, Ohio.

Ida M. McKitrick et.al. May 1st, 1903.

This day this cause came on to be heard upon the demurrer of plaintiff to the answer and cross petition of Martha E. Siggett, and was argued by counsel, and submitted to the Court. On consideration thereof the Court overrules said demurrer, to which ruling and judgment of the Court, the plaintiff by his Counsel then and there excepts, and the Court grants leave to the plaintiff to file reply herein in 30 days.

O. L. Davis

8125 Vs. Court of Common Pleas, Union County, Ohio.

The C.C.C. & St. L. Ry. Co. May 1st, 1903.

This day leave withgiven to plaintiff to file petition in 20 days and cause continued.

Court adjourned to Saturday May 2nd, 1903.

Saturday May 2nd. 1903. Court convened at 9 o'clock A. M.

Eliza J. Schofield.

8141 Vs. Court of Common Pleas. Union County, Ohio.

Thomas Schofield. May 2. 1903.

This cause came on this day, to be heard on the petition, answer of the defendant, Thomas Schofield and the evidence. And on consideration thereof, the Court find that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto, were married as in the petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of extreme Cruelty, and that by reason thereof, the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Eliza J. Schofield and Thomas Schofield be, and the same hereby is dissolved, and both parties are released from the obligations of the same. And the Court find that the defendant is the owner of the following described real estate not heretofore disposed of to wit:- Situated in the Township of Claibourn, County of Union, State of Ohio, and survey vvo. Beginning in the center of the Richwood and Miller gravel road at the S. W. corner of lands of Aglas Sabin and the S. E. corner of Bent Cahill's land. Thence with Aglas Sabin's west line N. 1° 45' E. 173 1/2 poles to a stake in the west line of a County road: Thence S. 87° E. 50 9/100 poles to a stake, Thence S 3° 15' W. 135 94/100 poles to the center of the said gravel road. Thence N. 77°. 30' W 50 1/100 poles to the place of beginning, containing forty acres of land more or less. It is further ordered and adjudged, that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Two hundred dollars, payable One hundred dollars each year for five years. fifty dollars of which shall be paid every six months. first fifty shall be paid at once, and the balance shall be paid in fifty dollar installments, at the 1st of each six months. until fully paid. And the same is hereby made a charge and lien on the foregoing described real estate of the said defendant, Thomas Schofield and a lien of all the other real estate of the defendant. And in default of any such payments, for three days after due Execution is allowed to issue therefore. It is further considered by the Court, that the said Eliza J. Schofield recover from the said Thomas Schofield her costs herein expended, and the costs in this case.

1151

State of Ohio Court of Common Pleas, Union County, Ohio.
vs. Indictment for Arson.
Albert B. Montross, et.al. May 2nd, 1903.

This day came the defendant Cary Rose, having heretofore entered a plea of guilty to this Indictment, and thereupon this cause came on for sentence. It is therefore adjudged by the Court that the said defendant Cary Rose 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: that he pay the costs of his prosecution for which execution is awarded.

1151

State of Ohio. Court of Common Pleas, Union County, Ohio.
vs. Indictment for Arson.
Albert B. Montross et.al. May 2nd, 1903.

8145.

This day came the defendant Frank East, having heretofore entered a plea of guilty to this Indictment; and thereupon this cause came on for Sentence. It is therefore adjudged by the Court that the said defendant, Frank East be imprisoned and confined in the Penitentiary of this State, and kept at hard labor but without any solitary Confinement for the period of two years; and that he pay the Costs of his prosecution, for which execution is awarded.

1151

State of Ohio. Court of Common Pleas, Union County, Ohio.
vs. Indictment for Arson.
Albert B. Montross, et.al. May 2nd, 1903.

8156

This cause came on this day to be heard on the motion for a new trial for the defendant Albert B. Montross, and the Court after full consideration, overrule the same. And thereupon the defendant Albert B. Montross, bring in Court in custody of the Sheriff, was informed by the Court of the verdict of the Jury, and inquired if he had anything to say why judgment should not be pronounced against him, and having nothing but what he hath already said; It is therefore adjudged by the Court that the said defendant, Albert B. Montross be imprisoned and confined in the Penitentiary of this State and kept at hard labor but without any solitary confinement for the period of five years: and that he pay the costs of this prosecution, for which execution is awarded.

1151

State of Ohio. Court of Common Pleas, Union County, Ohio.
vs. Indictment for Arson.
A. B. Montross et.al. May 2" 1903,

On motion to the court for the allowance of attorney fees in this case, the Court on consideration thereof do fix and allow Attorney fees herein as follows:- To H. L. Spider appointed to defend Cary Rose the sum of $50.00.

1151 State of Ohio vs Albert B. Montross et.al. Court of Common Pleas, Union County, Ohio. Indictment for Arson. May 2nd, 1903.

Whereas at the present March 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:- Albert B. Montross, Cary Rose and Frank East were convicted and sentenced to imprisonment in the Penitentiary of this State, and the Court being of the 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.

8145. State of Ohio, Ex. rel. Eliza J. Schofield vs Thomas Schofield. Court of Common Pleas, Union County, Ohio. May 2nd, 1903.

This day this cause came on for hearing, and thereupon the Court ordered that the defendant, Thomas Schofield enter into a recognizance in the sum of $300 conditioned for his good behavior to people generally and Eliza Schofield in particular for the term of one year and Judgment against defendant for costs.

8156 L. C. Beem vs A. B. Montross 2nd Jane Lake. Court of Common Pleas, Union County, Ohio. May 2nd 1903.

On motion, defendant A. B. Montross is given five days leave in which to plead.

Appointment of Jury Commission.

In pursuance of an act of the General Assembly of Ohio passed September, 30th, 1902, the undersigned Judge of the Court of Common Pleas for the Third Subdivision of the Tenth Judicial District of Ohio, does hereby appoint David C. Bolenbaugh, John K. Dodge, Philip Kupright and Morris H. Hill, four judicious freeholders, electors, as Commissioners of Juries in and for Union County Ohio, to serve until their successors are appointed and qualified.

It is further ordered that said Commissioners meet in the office of the County Auditor of said County on Monday, May, 25th, 1903, at 10 o'clock A. M. and upon oath select 125 judicious and discreet persons having the qualifications of electors of said County, and to be selected as nearly as may be from the several wards and townships in proportion to their respective population

Duncan Dow Judge.

Court adjourned to Monday, June, 15th, 1903.

8190 Allie Flaherty
Vs.
J. Leo. Flaherty

Court of Common Pleas, Union County, Ohio.
June, 2nd, 1903

This day this cause came on to be heard before me, the undersigned Judge of Court of Common Pleas in and for Union County, Ohio, at Chambers for allowance of alimony pending the suit; upon consideration whereof, it is ordered that the defendant pay to the plaintiff within ten days from this date, the sum of $25.00.

Duncan Dow, Judge of Common Pleas Court.

8167

Monday, June 15th, 1903. Court convened at 9 o'clock, A. M.

Mar S. Baker.
8173 Vs.
William F. Baker.

Court of Common Pleas, Union County, Ohio.
June, 15th, 1903

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 said William F. Baker in default for answer and demurrer to said petition, and find that the allegations thereof are true as confessed by said defendant. 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 extreme cruelty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mar S. Baker and William F. Baker be, and the same hereby is, dissolved, and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said Mar S. Baker exclusively, And the defendant is hereby enjoined from interfering in any manner with either of said children, 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 William F. Baker her costs herein expended and execution is awarded.

7964

D. W. Ayers, Guardian &c.
7981 Vs.
Eliza Webb et. al.

Court of Common Pleas, Union County, Ohio.
June, 15th, 1903.

This day this cause came on for hearing on the motion of the plaintiff to make defendant's answer more definite and certain, and the Court being fully advised does sustain said motion as to 2nd, 3rd and 4th paragraphs in said motion; and the defendant was given thirty days to amend answer.

8125

Soulla Biggs

8167 Vs. Court of Common Pleas, Union County, Ohio.

Harry B. Biggs. June 15th, 1903.

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear the Court find defendant, Harry B. Biggs in default for answer and demurrer to said petition and find that the allegations thereof are confessed to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of the County of Union, and that the parties hereto were married as in 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, 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 Soulla Biggs and Harry B. Biggs be and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the petitioner be, and she hereby is, restored to her maiden name of Soulla Boyd. It is further considered by the Court that the plaintiff pay the costs of this proceeding, and judgment against defendant for same.

Bridget E. Slattery

7964 Vs. Court of Common Pleas, Union County, Ohio.

James E. Slattery et. al. June, 15th, 1903.

On motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same has been had in all respects according to law, the said sale and proceedings are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, Michael Murphy.

It is further ordered out of the proceeds of said sale amounting to $434, the Sheriff pay:-

1st; To the Treasurer of Union County, $10.04, being the taxes & penalty due on said premises.

2nd; To the Clerk of this Court the sum of $ - , being the costs of this action, including a counsel fee of $35.00 to said Robinson & Goodburn for their services in said case.

3rd;- The residue to Mary St. John, Administratrix of Margaret Slattery.

O. L. Davis.

8135 Vs. Court of Common Pleas, Union County, Ohio.

C. C. C. & St. L. R. R. Co. June, 15th, 1903.

This day leave was granted plaintiff to file petition in twenty days.

8198 In the matter of the Will of John Edwards, deceased. Court of Common Pleas, Union County, Ohio. June 15th, 1903. 8193

Be it remembered that heretofore, towit, on the 11th day of May, A.D. 1903, an instrument of writing purporting to be the last Will and Testament of John Edwards, late of Dover Township in this County, deceased, was produced in the Probate Court of said Union County, Ohio, and offered for Probate, and was then filed. And it now being shown to the satisfaction of the Court that due notice of the filing of said Will and of the application to admit the same to Probate and Record in said Probate Court has been given to the widow and next of kin of the testator, resident of the State of Ohio, pursuant to a former order of said Probate Court, and John M. Brodrick the Probate Judge of this County, being one of the subscribing witnesses to said Will and having duly certified the hearing hereof into this Court as provided by Statute; thereupon on this day came Emory F. Sawyer and John M. Brodrick, the subscribing witnesses to said Will, who being duly sworn testified to the due execution and attestation of said Will, which testimony was reduced to writing, by them respectively subscribed, and filed with said Will, Thereupon the Court finds that the aforesaid instrument of writing is the last Will and Testament of said John Edwards, deceased; that the same was duly executed and attested, and that said testator at the time of making, signing and sealing the same was of full age, of sound mind and memory, and not under any restraint,

It is therefore, by the Court ordered, that the said Will be admitted to Probate, that a complete record be made of all the proceedings herein in the Probate Court of Union County, Ohio, and that the costs herein taxed at $— be paid by the Executor to be hereafter appointed within ten days, and that an execution is awarded therefor; and that a transcript of the findings and judgment of this Court, together with the original testimony of the witnesses, and the original Will and all other original papers pertaining thereto be certified to the said Probate Court of Union County, Ohio,

Duncan Dow Judge of the Court of Common Pleas of Union County, Ohio.

Emma J. Schultz.
8170 Vs. Court of Common Pleas, Union County, Ohio.
Arthur Flesher. June, 15th, 1903. 8185

This day leave was granted plaintiff to file reply in thirty days, and cause continued,

Mary F. Snowden.
8169 Vs. Court of Common Pleas, Union County, Ohio.
Walter Flesher. June, 15th, 1903

This day leave was granted plaintiff to file reply in thirty days, and cause continued,

Allie F. Flaherty.

8193 Vs. Court of Common Pleas, Union County, Ohio.

J. Leo. Flaherty. June, 15th, 1903.

This cause came into this Court on appeal from the docket of J. H. Kennington, a Justice of the Peace in and for said County; leave is granted plaintiff to file petition in thirty days.

Myrtle Park,

8177 Vs. Court of Common Pleas, Union County, Ohio.

Carlos Park, June, 15th, 1903.

This cause coming on for hearing this 15th day of June, A.D. 1903, was submitted to the Court upon the petition and the evidence, the defendant being in default for answer or demurrer. On consideration whereof the Court finds that the defendant's residence is unknown and cannot with reasonable diligence be ascertained; that he has been duly served by publication herein; that more than six weeks have elapsed since the first publication of said notice; that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than one year next preceding said date, and was at that time a bona fide resident of the County of Union; that the said parties hereto were married as in said petition set forth; and that one child only has been born of said marriage as in the petition alleged.

The Court further finds from the evidence adduced that the defendant has been guilty of willful absence from the defendant without cause for three years next preceding the date of filing her petition in this action, and that by reason thereof she is entitled to a divorce as therein prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Myrtle Park and Carlos Park be, and the same hereby is, dissolved, and both parties are hereby released from the obligations of the same. It is further ordered that the care, custody, education and control, of the said child of the parties hereto be, until further order of Court, confided to plaintiff, said Myrtle Park exclusively.

It is further ordered that the plaintiff pay the costs of this proceeding for which execution is awarded.

George Gardner,

8185 Vs. Court of Common Pleas, Union County, Ohio.

Edith Gardner. June, 15th, 1903

This day this cause came on to be heard upon the petition of the plaintiff, and the Court being fully advised in the premises finds that the defendant has been willfully absent from the plaintiff for more than three years next preceding this action, and that the defendant has been duly notified of the pendency of this action by publication for six weeks in Marysville Tribune a newspaper of general circulation in the County.

It is therefore considered and adjudged by the Court that the plaintiff have a complete divorce from the defendant, each party released from the obligations thereof, and that the plaintiff pay the costs of this action.

8189 Harry H. Leeper.
Vs.
Lew D. Leeper et. al.

Court of Common Pleas, Union County, Ohio.
June, 15th, 1903.

It is ordered by the Court that J. F. Millar, Sr, and he is hereby appointed Guardian ad litem to the defendant, Lizzie M. Leeper named in the petition, and the said J. F. Millar appeared in open Court and accepts said appointment and filed his answer as such Guardian ad litem.

8189 Harry H. Leper
Vs.
Lew D. Leper et. al.

Court of Common Pleas, Union County, Ohio.
June, 15th, 1903

This cause came on to be heard upon the petition of Harry H. Leper, plaintiff, and the answer of the Guardian ad litem of Lizzie M. Leeper, infant defendant, and the exhibits, on consideration whereof, and it appearing to the satisfaction of the Court that all the parties have had due notice of the pendency and demand of the said petition as required by law, and that the petitioner has a legal right and estate in the premises described in the petition, and no sufficient reason appearing why partition should not be made, it is ordered that by the oaths of I. B. Harvey, Albert Martin and Wesley Rinehart, three judicious, disinterested freeholders of the vicinity (who are not of kin) one full and equal third (1/3) part of the lands in the said petition described be adjudged and set off to the said Ellen Leeper as her dower estate; and that by the like oaths of the same persons partition be made of said lands subject to said dower estate in the following proportions, towit:- To Harry H. Leeper, one equal fifth (1/5) part; To Anna L. Leeper one equal fifth (1/5) part; To Lew D. Leeper one equal fifth (1/5) part; To Orlow P. Leeper one equal fifth (1/5) part; To Lizzie M. Leeper one equal fifth (1/5) part, if the same can be done without manifest injury to the premises, and if in their opinion a division cannot be so made without manifest injury to the premises, then and in that case that they return the true value in money of said premises to the Court, both subject to and also free from the dower of the said Ellen Leeper, 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 in accordance with this order.

8183

The Citizens Home and Savings Company.
Vs.
William A. Pope and Clara L. Pope.

8192 Court of Common Pleas, Union County, Ohio.
June, 15th, 1903.

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant, William A. Pope on the promissory note set forth in the petition with interest to the date of the decree the sum of $2159 37.

The Court further finds that in order to secure the payment of said note the defendants, William A. Pope and Clara L. Pope, his wife, executed and delivered to plaintiff their certain mortgage as in the petition described, and on the premises therein described, That said mortgage was

duly recorded in Vol. 46 Page 399 & 400, of the records of mortgages of Union County, Ohio, and is a good and valid lien on the premises described in said petition, and that the conditions in said mortgage have been broken,

It is therefor considered, ordered and adjudged by the Court that the plaintiff recover from the defendant, William A. Pope the said sum of $2159.37 and its costs herein expended, and it is further 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 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 commanding him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

Ada Riley.

8183 Vs. Court of Common Pleas, Union County, Ohio,

H. T. Riley. June, 15th, 1903,

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and 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 a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth, The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and willful absence for three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for,

It is therfore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Ada Riley and H. T. Riley be and the same hereby is dissolved and both parties are released from the obligations of the same, And the Court find that the plaintiff is the owner of the undivided one half interest in the following real estate situated in the Village of Richwood, County of Union, and State of Ohio, to-wit:—

Being Lots Nos. 242 and 266 in Marriott's addition to the said Village of Richwood, O, and that the same be restored to her divested of all and every claim, title, and interest by dower or otherwise of her said husband,

It is further ordered and adjudged that the said defendant pay the said plaintiff Fifty Dollars alimony, and that the same be paid into the hands of the Clerk of this Court within thirty days or execution issue therefor,

It is further ordered that the plaintiff be restored to her maiden name of Ada Cook,

Certificate for Pay.

Certificate For Pay

Sheriff's Office, Union County, Ohio, Marysville, Ohio, June 15th, 1903. 8111

To Hon. Duncan Dow, Judge.

The Court charges for the March Term A.D. 1903, Union County Common Pleas, are due for services rendered and are as follows:-

Union County, Ohio, to Simeon F. Burnham, Sheriff, Dr.

To serving Grand Jury Venire	$ 4.50
To serving Petit Jury Venire	4.50
To serving Special Jury Venire	4.50
To serving Grand Jury Witnesses (96)	9.60
To making 96 copies Grand Jury Witnesses	9.70
To 683 miles travel, Grand Jury Witnesses	54.64
To calling 96 Grand Jury Witnesses	4.80
To Samuel Hensley 23 days as Bailiff	46.00
To Allen Hawkes 23 " " "	46.00
To William Carr 4 days as Doorkeeper	8.00
Total	$192.24

I hereby certify the above bill to be correct.

S.F. Burnham, Sheriff.

To the Clerk of the Courts, Union County, Ohio:-

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

Duncan Dow, Judge.

7935 In the matter of the estate of Isaac Brodrick, Deceased. Court of Common Pleas, Union County, Ohio. June, 15th, 1903

This day R.S. Woodburn, Administrator of the estate of Isaac Brodrick, deceased, appeared in open Court and presented an account of the payments made, and of the delivery over to the persons entitled thereto, of the money and other property in his hands as required by the order of distribution heretofore made. Said account being proved to the satisfaction of the Court, and verified by the oath of said R.S. Woodburn; it is ordered that the same be and hereby is allowed as his final discharge. Said Administrator and his sureties are therefore forever exonerated from all liability under said order of distribution, unless his accounts be impeached for fraud or manifest error. It is further ordered that said account and this proceeding be recorded in the records of the Probate Court, and that said R.S. Woodburn pay the costs herein taxed at $ within ten days. Costs paid.

The Farmers Bank.

8111 Vs. Court of Common Pleas, Union County, Ohio.

C. L. Stout et. al. June, 15th, 1903.

This day this cause came on to be heard upon the answer and cross-petition of Church Bros. & Hild, and the evidence; on consideration whereof the Court find that all the defendants herein have entered their appearance to this action and are now in Court.

The Court further find that the defendant, C. L. Stout is indebted to the defendant Church Bros. & Hild on the promissory note set out in its answer and cross-petition with interest included to this 15th day of June, 1903, in the sum of $(64.50) Sixty-four and 50/100 Dollars.

The Court further find that in order to secure the payment of the promissory note set out in the answer and cross-petition, the defendant, C. L. Stout executed and delivered to the defendant, Church Bros. & Hild, the mortgage deed upon the real estate described in the answer and cross-petition; and that said mortgage was duly recorded in Vol. 56 Page 547 of the Record of Mortgages of Union County, Ohio; and is a good and valid lien on the premises described in said answer and cross-petition, and that the conditions in said mortgage have been broken,

It is therfore considered, adjudged and decreed by the Court that the defendant, Church Bros. & Hild recover from the defendant, C. L. Stout the said sum of $64.50 and its costs herein expended; and it is further ordered by the Court that unless the defendant, C. L. Stout, 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 action, and to the defendant, Church Bros & Hild, the sum so found due as aforesaid with interest from this 15th day of June, 1903, at 8%, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therfor 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,

Richardson & Dickinson,
Vs. Court of Common Pleas, Union County, Ohio.
No. 6069 C. H. Brooks et. al. June, 15th 1903

This day this cause came on to be heard upon the return of the Sheriff of the sale of the chattels and real estate made under the former order of this Court; and on motion to confirm the same; 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.

It is further ordered that a writ of possession be awarded to put the purchaser of the real estate sold by the Sheriff in this action in possession of said premises.

And the Court coming now to distribute the proceeds of said sale of chattels and real estate amounting to Ninety-two and 98/100 Dollars, It is ordered that the Sheriff out of the money in his hands pay:-

First:- The costs of this action taxed to Fifty-six and 95/100 Dollars;

Second:- The balance of the proceeds of said sale amounting to Thirty-six and 3/100 Dollars, to be applied on the plaintiffs claim including interest to this day of Eighty-one and 86/100 Dollars.

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

The present term of this Court was begun on the 30th day of March A.D. 1903, and continued from day to day and from time to time by regular adjournments until this 15th day of June, A.D. 1903, and is now adjourned without day.

Attest:- Chas Leichorwood, Clerk.

8187

Order to Draw Jury

8216

8216

8222

In Vacation,

Sarah E. Stahler

8187 Vs. Court of Common Pleas, Union County, Ohio.

Joseph Hostlake et. al. July. 8th, 1903

Leave is given plaintiff to file an amendment to the petition making C. H. Hostlake a party defendant herein, and it is ordered that he be served with summons the same as if he had been made a party originally herein.

Duncan Dow, Judge of said Court.

Order to Draw Jury

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County, Ohio, shall on the 17th day of August, A. D, 1903, cause to be drawn according to law, the names of fifteen persons to serve as Grand Jurors, and the names of fifteen persons to serve as Petit Jurors at the next term of said Court, commencing on the 14th day of September, A. D, 1903, Said Grand Jurors to appear on the 14th day of September, A. D, 1903, at 9 o'clock A. M., and the said Petit Jurors to appear on the 15th day of September, A. D, 1903, at 9 o'clock A. M.

Duncan Dow, Judge of Court of Common Pleas, Union Co. O.

Haymond Ingram.

8216 Vs. Court of Common Pleas, Union County, Ohio.

The Board of Education of Union Township et. al. Aug. 15th, 1903,

On motion to the Court by the defendants, to vacate the injunction heretofore granted herein, it is considered and ordered by the Court that said motion be heard by the Judge of this Court at Bellefontaine, Ohio, on the 20th day of August, A. D, 1903, at 9 o'clock A. M. and that said defendants give the plaintiff, or his Attorney, at least three days notice of such hearing,

Haymond Ingram

8216 Vs. Court of Common Pleas, Union County, Ohio.

The Board of Education of Union Township et. al. Aug. 20th, 1903

Now comes the plaintiff and dismisses this action at his own costs, and consents that the injunction heretofore granted to him herein, be and the same is, hereby vacated and dissolved.

Jennie Earick

8222 Vs. Court of Common Pleas, Union County, Ohio.

George Earick. Aug. 20th, 1903.

This day this cause came on to be heard on motion of plaintiff for Alimony pending suit in said case and the Court being advised in the premises orders and adjudges that said defendant pay to this plaintiff at once the sum of $50.00 as alimony pending this suit,

In Vacation.

8169 Mary F. Snowden
vs.
Walter Flesher.

Court of Common Pleas, Union County, Ohio
Sept. 5th, 1903

This day this cause was dismissed by plaintiff without prejudice to a future action, and all costs paid.

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September Term, A. D. 1903.

The State of Ohio, Union County ss.

This 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 September Term, A. D. 1903, held at the Court House in the Village of Marysville, County and State aforesaid, was begun on Monday, September, 14th, A. D. 1903,

Present: Hon. Duncan Dow, Judge
Simeon F. Burnham, Sheriff.
Attest:- Chas. C. Leinhorwood, Clerk

The Venire Facias for a Grand Jury heretofore issued and returnable this 14th day of September, A. D. 1903, was duly returned by the Sheriff with his endorsement thereon as follows, towit:-

The State of Ohio, Union County ss. — Sheriff's Office, Sept. 14th, 1903.

On the 14th day of August, 1903, 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,

No.	Names	When Served	How Served.	No. of miles.
1	J. E. Cahill	Aug. 26	Mail	38
2	E. E. Carturell	" 17	Personally	0
3	H. J. Simmons	" 18	Mail	32
4	Walter Hartman	" 24	"	32
5	Abr Showalter	" 18	"	14
6	John Harris	" 19	"	14
7	T. C. Bailey	" 18	"	30
8	L. C. McClain	" 17	"	24
9	Geo. H. Harris	" 18	"	30
10	O. H. Smith	" 20	"	14
11	Wm. H. Somerlot	" 19	"	50
12	Robert F. Elliott	" 20	"	22
13	Levi H. Bechtel	" 18	"	30
14	Geo. M. Wilbur	" 17	"	4
15	David Kyle	" 26	"	32.

S. F. Burnham, Sheriff.

And upon calling the same in open Court all of the above named persons appeared in answer thereto except L. C. McClain, who was excused by the Court. And the Court thereupon ordered the Sheriff to complete the panel, which was done by summoning Howard C. Dosbury, and the panel being complete the Court appointed George M. Wilbur, foreman and each with his fellow Jurors took the oath in manner and form prescribed by law, and the Grand Jurors after being instructed by the Court in relation to their duties were conducted to their room by the Sheriff.

Appointment of Court Bailiffs

Court of Common Pleas Union County Ohio
Sept 14th. 1903. 8036.

It is ordered by the Court of Common Pleas, in and for Union County Ohio that Samuel Hensley and Allen Haines be and they are hereby appointed Court Bailiffs to serve during the present Term of this Court or until the Court shall otherwise direct, and as such Bailiffs they shall preserve order in the Court Room, open and adjourn Court, impanel Juries, except in capital cases, and discharge such other duties as the Court may from time to time direct. Thereupon in open Court came the said Samuel Hensely and Allen Haines and accepted said appointment and took the oath of office to faithfully and impartially discharge the duties of said office. 8170

Duncan Dow. Judge.

Appointments of Deputies

Court of Common Pleas, Union County Ohio.
Sept 14th 1903.

To the Hon. Duncan Dow. Judge of Common Pleas of Union County, Ohio.

State of Ohio, Union County, ss.

This is to certify that I have this 14th day of September. A. D. 1903 appointed Milton Haines and Minnie Penhorwood, Deputies: and respectfully ask that their appointment be approved and confirmed.

Chas Penhorwood. Clerk.

The foregoing appointment of Milton Haines and Minnie Penhorwood, is hereby approved and confirmed this 14th day of September, A. D. 1903. 8218

Duncan Dow. Judge of the Court of Common Pleas. Union County. Ohio.

Whereupon came the said Milton Haines and Minnie Penhorwood. and accepted said appointment and subscribed to the following oath.

"I do solemnly swear that I will support the Constitution of the United States of America. and the Constetution of the State of Ohio. and that I will faithfully discharge the duties of the office of Deputy Clerk of the Court to which I have been appointed according to law. and to the best of my ability.

Milton Haines
Minnie Penhorwood.

Sworn to and subscribed before me this 14th day of September. 1903.

(Seal) Chas Penhorwood Clerk.

Elva Bicket

8036. Vs. Court of Common Pleas. Union County Ohio.

Lavinda Seeley et.al. Sept. 14th. 1903.

This day came the parties hereto by their attorneys and agreed to a settlement of this case.

Wherefore it is ordered that Defendants pay plaintiff. One Hundred Dollars in settlement of this case & that Plaintiff pay costs and this case is dismissed without record.

Emma J. Shultz

8170 Vs. Court Common Pleas. Union County. Ohio.

Arthur Flesher. Sept. 14th. 1903.

This cause came on for hearing this 14th day of September, 1903. on plaintiffs application for leave of Court to file reply and upon her motion to require defendant to grant her an inspection of the receipt set out in his answer. The Court upon due consideration grants leave to plaintiff to reply instanter, and the same is accordingly filed: and the Court orders that the defendant forthwith place in the hands of his attorney, James E. Robinson, the said receipt. and that that the plaintiff be given the right to inspect the same.

H.V. Spicer.

8218 Vs. Court Common Pleas. Union County Ohio.

Elizabeth Mather. et.al. Sept. 14. 1903.

And now this cause coming on to be heard upon the petition and the evidence. the court find that all of the defendants have had due legal personal notice of the pendency and demand of the said petition, and that they are each in default for answer thereto. Thereupon, the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition: that the plaintiff. H.V. Spicer. has a legal right to the one-fourth thereof. the defendant. W.T. Hoops. a legal right to one-fourth part thereof. and. the defendant. Elizabeth Mather. a legal right to one-half thereof subject to the payment of the mortgage set forth in the said petition, to the Fahey's Banking Co. and that the plaintiff is entitled to have partition of said estate. as prayed in his petition. It is therefore ordered. adjudged. and decreed that partition of said estate be made, in favor of all parties in interest: and F. W. Simons, John Blair. and A. B. Conkright. 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 by the oaths of the commissioners above named he cause to be set off and divided. to each of the above named parties

the part and proportion of said estate to which they are severally above found entitled.
and of his proceedings herein. said Sheriff is ordered to make due return.

Harry W. Leeper
8189. Vs. Court Common Pleas. Union County, Ohio.
Levi D. Leeper et.al. Sept, 14th 1903.

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. and that dower could not be assigned in said premises by metes and bounds without injury to the value thereof. and that they have assigned dower to the said Barbara Ellen Leeper as of a third part of the rents issues and profits in the annual sum of Forty ($40) dollars during her natural life the same to be a charge upon said premises and have made and returned their appraisement of said estate subject to the dower of the said Barbara Ellen Leeper in the of $680.00 dollars and free from dower at the sum of $900.00 the Court find said return and proceedings in all respects correct. and in conformity to law, and do therefore approve and confirm the same. And it appearing to the Court that Harry W. Leeper. and Barbara Ellen Leeper has elected to take the said estate at its appraised value. Subject to said dower of Barbara Ellen Leeper and no one objecting thereto, and has paid to the Clerk of this Court the costs of this suit amounting to $62.28 including attorney fees - and to Harry W. Leeper $100.00 and to Barbara Ellen Leeper $100.00 debts of the estate heretofore paid by them respectively - and to the other parties herein their respective distributive shares as follows. To Harry W. Leeper $83.54 To Levi D. Leeper $83.54 To Orten P. Leeper $83.54 Anna L. Leeper $83.55 and to Barbara Ellen Leeper Guardian of Lizzie M. Leeper $83.55 And the said estate subject to the dower charge of Barbara Ellen Leeper is hereby adjudged to the said Harry W. Leeper and Barbara Ellen Leeper and the Sheriff is ordered to execute and deliver a deed to them therefore.

8208.

8203.

8202

Charles S. Ward
8207. Vs. Court Common Pleas. Union County. Ohio.
William E. Rogers & Lizzie Rogers Sept. 14th, 1903.

This cause now coming on for hearing on the petition and the evidence the Court find that defendants William E. Rogers and Lizzie Rogers have been duly served with summons in this case and that they are in default for answer and demurrer, and that the obligations of the petition are hereby confessed by them to be true and that there is due the plaintiff from the defendants William E. Rogers and Lizzie Rogers. On the promissory note set forth in the petition with interest to the first day of this term

8201

the sum of $146,59 The Court further find that in order to secure the payment of said note the defendants William E. Rogers and Lyzzie Rogers his wife executed and delivered to the said Charles S. David the plaintiff their certain mortgage as in the petition described and on the premises therein described. That said mortgage was duly recorded in book 36 page 308 of the records of mortgages of Union County and is a good and valid lien on the premises described in the petition. And that the conditions in said mortgage has been broken.

It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of $146.59, and his costs herein expended. And it is further adjudged and decreed that unless the defendants William E. Rogers & Lyzzie Rogers shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest from the 14th day of September, 1903. The defendants equity of redemption be foreclosed and the said premises be sold and that and Order of Sale issue therefore to the Sheriff of said Union County directing him to appraise advertise and sell premises as upon execution, and report his proceedings to this Court for further order.

Winfield S. Rogers
8208. Vs. Court Common Pleas. Union County. Ohio.
Josephine M. Thompson et.al. Sept 14. 1903.

This day leave was granted Robert Findley to file answer herein and the same was filed.

The State of Ohio, ex. rel.
Board of Education, Leesburg Tp.
8203. Vs. Court Common Pleas. Union County. Ohio. Sept. 14. 1903.
Dwight Edwards, &c Andon et.al.

This day leave was granted defendant to file answer and the same was filed.

Louisa Browning Court Common Pleas. Union County. Ohio.
8202 Vs. Sept. 14th. 1903.
F. A. Thompson

This day leave was granted defendant to file answer herein by Saturday, September, 19th. 1903.

Robat Neal. Court Common Pleas. Union County. Ohio.
8201 Vs. Sept. 14th. 1903.
Stephen Bros.

This day leave was granted plaintiff to file petition herein by Saturday, September, 19th. 1903.

8193. Allie Flaherty Court Common Pleas. Union County. Ohio. 7981.
Vs. Sept. 14th. 1903.
J. Leo. Flaherty.

This day leave was given to the plaintiff to file petition and the was filed.

8192. The Citizens Home & Savings Co. 8213.
Vs. Court Common Pleas. Union County. Ohio.
Wm. A. Pope et.al. Sept. 14th 1903.

This day this cause was ordered to be left off the docket at the request of the plaintiffs Attorney.
It is therefore ordered by the Court that the plaintiff pay the costs of this action taxed to $ — . for which execution is allowed to issue.

8219.

8181. Barbara Crotinger Court Common Pleas. Union County. Ohio.
Vs. Sept. 14th, 1903.
John W. Parmenter et. al.

This day this cause was ordered to be left off the docket at the request of plaintiffs Attorneys.
It is therefore order by the Court that the plaintiff pay the cost of this action taxed to $ — for which execution is allowed to issue.

8212.

8166. A. B. Montross Court Common Pleas. Union County Ohio.
Vs. Sept. 14th, 1903.
L. C. Beem.

This day this cause was dismissed by the Court at plaintiffs costs. It is therefore adjudged by the Court that the plaintiff pay the costs herein taxed to $ — for which execution is allowed.

8195 Oscar Shanks. Court Common Pleas. Union County. Ohio.
Vs Sept. 14th. 1903.
Alexander Smith.

This day on motion of the plaintiff by his attorney leave was granted to withdraw the affidavit of prejudice filed herein, and cause was continued.

8125 O. L. Davis Court Common Pleas. Union County. Ohio.
Vs. Sept. 14th. 1903.
C. C. C. & St. L R.R. Co.

This day on motion of the plaintiff leave was granted to file petition herein and the same was filed.

8065. Chas. A. Liggett Court Common Pleas. Union County. Ohio.
Vs. Sept. 14th. 1903.
Ida M. McKitrick et. al.

This day on motion leave was granted plaintiff to plead by Saturday September, 19th. 1903.

7981. D. W. Ayers, Guardian &c Court Common Pleas, Union County, Ohio.
Vs. Sept. 14th. 1903.
Eliza Webb et. al.

This day leave was given to the defendant to file amended answer and the same was filed: and on motion leave was given the defendant, O. W. McAdow to plead within ten days.

8213. O. G. Bolenbaugh
Vs. Court Common Pleas, Union County, Ohio
J. W. McEntire et. al. Sept. 14th, 1903.

This day this cause was reported settled and costs paid.

8219. Sarah J. Drum.
Vs. Court Common Pleas, Union County, Ohio.
Alva E. Drum. Sept. 14th, 1903.

This day this cause came on to be heard upon the motion of the defendant to require plaintiff to give defendant inspection of the note sued upon in this case; and was argued by counsel and submitted to the Court, whereupon the Court orders plaintiff to give defendant inspection thereof instanter.

8212. Joseph B. Parthemer Court Common Pleas, Union County, Ohio.
Vs. Sept. 14th. 1903.
The incorporated Village of Marysville et. al.

This day this cause came on to be heard upon the motion of defendant to quash the service & summons herein: on consideration thereof the Court sustains said motion, and adjudge the costs of service and motion against the plaintiff. And thereupon the plaintiff asked and obtained leave to file an amended and supplemental petition striking out the name of Hiram Roney as party plaintiff, and making new parties defendants.

Court adjourned to Tuesday morning Sept. 15th. 1903.

Tuesday Sept. 15th. 1903. Court convened 9 o'clock A. M.
Present Judge C. C Jennet

Orrin G. Walke.
8185 Vs. Court Common Pleas. Union County, Ohio. 8100.
John A. Kennington Sept. 15. th. 1903.

This day this cause came on for hearing on the demurrer to the amended petition filed herein: on consideration thereof the Court sustains said demurrer. and dismisses the petition of plaintiff at his costs.

It is therefor adjudged by the Court that the plaintiff pay the costs of this action taxed to $. for which execution is awarded

Alfred J. Rogers.
8103. Vs. Court Common Pleas. Union County. Ohio. 8218.
John Lafontaine. et. al. Sept. 15th. 1903.

This day this cause came on for trial, and the plaintiff failing to appear in person or by Attorney, this action whereby dismissed at plaintiff's costs for want of prosecution.

It is therefore adjudged by the Court that the plaintiff pay the costs of this action taxed to $—, for which execution is allowed to issue.

Court adjourned to Wednesday Sept. 16th, 1903.

Wednesday Sept. 16th. 1903. Court convened 9 o'clock A. M.
Present Judge Dow.

Court Adjourned to Thursday Sept. 17th, 1903

Thursday Sept. 17th. 1903 Court convened at 9 o'clock. A. M.

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 Sept. Term, 1903. 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 in all such matters as have legitimately come to our notice. having examined over 28 witnesses. covering Sixteen cases. and presented twelve bills, and ignored four cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we visited the County Jail. examined its state and condition, and inquired into the discipline and treatment of the prisoners. and their habits. diet and accommodations. We

find, and respectfully report to the Court, that the rules prescribed by the Judge have been faithfully kept and observed, and we do find that provisions of law for the regulations of County Jails have been violated
Respectfully submitted Geo. M. Wilber. Foreman Sept. 17th. 1903.

8100. Cyrus Moore Vs. Fleetwood Courtright — Court Common Pleas, Union County, Ohio. Sept. 17th. 1903.

This day came the plaintiff by his attorney and dismisses this action at plaintiffs costs, withwith prejudice to a future action. It is therefore adjudged by the Court that the plaintiff pay the costs herein taxed to $. for which execution is awarded.

8218. H.V. Spicer Vs. Elizabeth Mather et.al. — Court Common Pleas, Union County, Ohio. Sept. 17th. 1903.

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 meles bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of said estate at $600 00 free of dower, 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 H.V. Spicer have elected to take the said premises at their appraised value, and neither of the other parties electing to take it is ordered by the Court, on good cause shown, that the proportioner thereof due to the other parties be paid in cash, and that upon said H.V. Spicer, paying the same, together with his proportion of the costs of this case, including Counsel fee of $30 00 to W.T. Hoops and H.V. Spicer, for their services herein, and his proportion of the taxes and penalty due on said premises, Amounting in all to $8 40/100. the said estate be, and it hereby is adjudged to him:
And the Sheriff is ordered thereupon to make and execute to him in conveyance thereof. 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:
First) To the Treasurer of Union County $8 00/100, being the taxes and penalty due on said premises.
Secondly) To the Clerk of this Court the costs of this action, including Counsel fee, the sum of $
Thirdly) To the Taby Banking Co, the sum of $350 00 and of the share of Elizabeth Mather as far as said Mather shall will pay the same and the remainder of said $350 00 after exhausting said Mather share to be paid equity out of the shares of the said H.V. Spicer & W.T. Hoops in equal parts, and the remainder of said $600 00 to be paid to the said Spicer & W.T. Hoops in equal parts. The title to said property to be and the same is

hereby quested to all parties to this suit.

8202. Louisa Browning. Vs. F. A. Thompson. Court Common Pleas. Union County. Ohio. Sept. 17th, 1903. 1159.

This day on motion of plaintiff leave was granted to file an amended petition herein. and the same was filed.

8109. William Blue. Vs. The T. & O. C. R. R. Co. Court Common Pleas. Union County. Ohio. Sept. 17th, 1903

This day came the parties by their Attorneys: also came the following named persons as Jurors, to wit:- George Knetzel, George Trapp. Ray Barnett. Charles Freshwater. A. J. Freeman. A. J. Blumenschein. E. E. Jones. Samuel Sherwood. Wesley Tallman. J. G. Scott. Elliott Southard. and James Shirk, who were duly impaneled and sworn according to law: and thereupon the case came on for hearing on the pleadings and the evidence. 1161

And it being proper in the opinion of the Court, for the Jury to have a view of the place where the accident occurred, it is ordered that said Jury be conducted in a body. under the charge of the Sheriff to said place, and that the same be shown to them by said Sheriff: and the same was done.

And the said Jury having heard the testimony adduced in this case in part. the Court adjourned the further hearing of this case. until tomorrow morning at 9 o'clock. A. M.

8218. H. D. Spicer Vs. Elizabeth Mather. et. al. Court Common Pleas. Union County, Ohio. Sept. 17th, 1903. 1160

Now comes the plaintiff H. D. Spicer and elects to take the premises, described in his petition, he being one of the parties and a tenant-in Common, at the appraised Value of $ 600 00

8109. William Blue. Vs. The T. & O. C. R. R. Co. Court Common Pleas. Union County. Ohio. Sept. 17th, 1903.

This day this cause came on to be heard upon the motion of the defendant to strike, out certain averments of the plaintiff in the amended petition herein; and was argued by counsel and submitted to the Court: on consideration thereof the Court sustained said motion as to the first and third grounds of said motion, and overrules said motion, as to the second ground thereof. to which ruling and judgment of the Court both plaintiff and defendant then and there excepted. 1162.

Court Adjourned to Friday Sept. 18th, 1903.

Court convened Friday morning Sept. 18th. 1903. at 9. o'clock A.M.

1159. State of Ohio. Court Common Pleas. Union County. Ohio.
vs. Sept. 18th, 1903.
Harvey Allen. Indictment for Violation of Beal law.

Now comes the Prosecuting Attorney, on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is guilty, and puts himself upon the County, and the Prosecuting attorney doth the like.
Whereupon it is ordered by the Court that the defendant beheld to bail in the sum of $300. for his appearance from day to day during the present term of this Court: and in default thereof that he be committed to the custody of the Sheriff.

1161 State of Ohio Court Common Pleas. Union County. Ohio.
vs. Sept. 18th, 1903.
Harvey Allen. Indictment for Violation of Beal law.

Now comes the Prosecuting Attorney, on behalf of the State of Ohio. and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty, and puts himself upon upon the County, and the Prosecuting Attorney doth the like.
Whereupon it is ordered by the Court that the defendant beheld to bail in the sum of $300. for his appearance from day to day during the present term of this Court; and in default thereof that he be committed to the custody of the Sheriff.

1160 State of Ohio. Court Common Pleas. Union County Ohio
vs. Sept. 18th. 1903.
Harvey Allen. Indictment for Violation of Beal law.

Now comes the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment, for plea thereto saith he is not guilty, and puts himself upon the County, and the Prosecuting Attorney doth the like: and the said defendant is committed to the custody of the Sheriff, until the hearing of this cause.

1162. State of Ohio. Court Common Pleas, Union County, Ohio.
vs. Sept. 18th, 1903.
Harvey Allen Indictment for Violation of Beal law.

Now comes the Prosecuting Attorney, on behalf of the State of Ohio. and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment, for plea thereto saith he is not guilty, and puts himself upon the County, and the Prosecuting attorney doth the like: and the said defendant is committed to the custody of the Sheriff, until the hearing of this cause

1163 State of Ohio. Court Common Pleas, Union County, Ohio.
Vs. Sept. 18th. 1903.
Harvey Allen Indictment for Violation of Beal law.

Now comes the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment, for plea thereto saith he is not guilty, and puts himself upon the County, and the Prosecuting Attorney doth the like: and the said defendant is committed to the custody of the Sheriff, until the hearing of this cause. 1165.

1164. State of Ohio. Court Common Pleas. Union County, Ohio.
Vs. Sept, 18th. 1903.
Harvey Allen. Indictment for Violation of Beal Law.

Now comes the Prosecuting attorney, on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment, for plea thereto saith he is not guilty, and puts himself upon the County, and the Prosecuting Attorney doth the like: and the said defendant is committed to the custody of the Sheriff, until the hearing of this cause. 8109.

8109. William Blue. Court of Common Pleas. Union County, Ohio.
Vs. Sept. 18th 1903.
The T. & O. C. R. R. Co.

This day again came the said parties by their attorneys, and also came the Jury heretofore impaneled and sworn, and the trial proceeded, and the said Jury having heard the remaining testimony, and the argument in part in this case, the Court adjourned the further hearing of this case until to morrow morning at 8:30 A. M.

8223. Lydia A. Roberts Court Common Pleas. Union County, Ohio.
Vs. Sept. 18th, 1903.
S. V. Parsons et. al. 1155

This day leave was granted plaintiff to file amended petition herein making new parties: and also leave was given Kate Evans to answer in 30 days.

1155.

Court adjourned to Saturday Sept. 19th, 1903.

Saturday morning Sept. 19th. 1903. Court convened at 9,0 o'clock. A.M.

1165. State of Ohio. Court of Common Pleas. Union County, Ohio.
Vs. Sept. 19th. 1903.
Clara Allen and Harvey Allen. Indictment for Violation of Beal law.

Now comes the Prosecuting Attorney on behalf of the State of Ohio. and the defendants being arraigned upon said Indictment each waived the reading thereof, and for plea thereto saith they are not guilty, and put themselves upon the County, and the Prosecuting Attorney doth the like. And thereupon the Court order that the defendant, Clara Allen be held to bail in the sum of One Hundred Dollars for her appearance from day to day during the present term of this Court, to answer the charge against her: and in default thereof that she be committed to the custody of the Sheriff. And thereupon the defendant, Clara Allen with W. T. Hooper as her surety entered into recognizance in accordance with the above order.

8104. William Blue. Court of Common Pleas. Union County. Ohio
Vs. Sept. 19th, 1903.
The T. & O. C. R. R. Co.

This day again came the said parties by their attorneys, and also came the Jury heretofore impaneled and sworn, and the trial proceeded. And the said Jury having heard all the testimony, the argument of counsel, and the charge of the Court, retired to their room in charge of the Sheriff for deliberation.
And now comes said Jury into open Court with their verdict in writing signed by their Foreman and say:- "We, the Jury, being duly impaneled sworn and affirmed, find the issues in this case in favor of the defendant."
Dated this Sept. 19. 1903. Samuel Sherwood. Foreman."

1155 State of Ohio Court of Common Pleas. Union County. Ohio.
Vs. Indictment for cutting with intent to wound.
Whit Mayo. Sept. 19th. 1903.

And now the defendant being brought into Court in charge of the Sheriff, and it appearing that he is in indigent circumstances and unable to employ counsel, the Court, at his request, appoint Milo Myers as counsel for his defense.

1155. State of Ohio. Court of Common Pleas. Union County. Ohio.
Vs. Indictment for Cutting with intent to wound.
Whit Mayo. Sept. 19th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio. and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty; and puts himself upon the County, and the Prosecuting Attorney doth the like.

State of Ohio : Court of Common Pleas. Union County. Ohio.
1168. Vs Indictment for carrying concealed weapons.
Whit Mayo. Sept. 19th, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned upon said Indictment for plea thereto saith he is not guilty: and puts himself upon the County, and the Prosecuting Attorney doth the like. 1155.

Allie Flaherty. Court of Common Pleas. Union County, Ohio.
8190. Vs. Sept. 19th, 1903.
J. Leo. Flaherty.

This day came the plaintiff and dismissed this action at her costs. It is therefore considered by the Court that the plaintiff pay the costs herein taxed at $— for which execution is awarded.

Court Adjourned to Monday Sept, 21st, 1903.

Sept, 21st. 1903 Court convened at 9, o'clock. A.M.

State of Ohio. Court of Common Pleas. Union County, Ohio.
1167. Vs. Indictment for Illegal Voting.
Ira Carter. Sept. 21st, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court and arraigned upon said Indictment for plea thereto saith he is guilty.
It is therefore ordered by the Court that the defendant, Ira Carter pay a fine of five dollars and the costs of prosecution: and in default thereof that he be committed to the Jail of Union County: and stand committed until the said fine and costs are paid or secured to be paid, or he be otherwise discharged according to law. 8217.

State of Ohio. Court of Common Pleas. Union County, Ohio.
1169. Vs. Indictment for Illegal Voting
Isaiah Tyler. Sept. 21st, 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio. and the defendant being brought into Court and arraigned upon said Indictment for plea thereto saith he is guilty. 8076.
It is therefore ordered by the Court that the defendant, Isaiah Tyler pay a fine of five dollars and the costs of prosecution: and in default thereof that he be committed to the Jail of Union County. and stand committed until the said fine and costs are paid, or secured to be paid. or he be otherwise discharged according to law. 1165.

Court Adjourned to Tuesday Sept. 22nd. 1903.

Sept. 22nd. 1903. Court Convened at 9. o'clock. A.M.

1155. State of Ohio Court of Common Pleas. Union County, Ohio.
Vs. Indictment for cutting to wound.
Whit Mayo. Sept. 22nd. 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio. and the defendant with his counsel: also came the following named persons as jurrors. towit:-
George Auetzel. George Trapp. Ray Barnett, A.J. Blumenschein, E.E. Jones. Samuel Sherwood. Wesley Tallman. E.J. Freeman. J.J. Scott, Elliott Southard. James Shirk, and W.G. Snodgrass. who were duly impaneled. and sworn according to law. And the said Jury, having heard the testimony adduced by the parties. the arguments of Counsel, and the charge of the Court retired to their room in charge of the Sheriff for deliberation. And afterward came the Jury, conducted into Court by the Sheriff. and returned the following verdict in writing, signed by their foreman. towit:- "We. the Jury in this case, being duly impaneled, sworn and affirmed to well and truly try and true deliverance make between the State of Ohio and the prisoner at the bar, Whit Mayo. do find that the prisoner at the bar is guilty of cutting with intent to wound as he stands charged in the Indictment in this case
Samuel Sherwood. Foreman.
It is therefore adjudged by the Court that the said defendant, Whit Mayo be imprisoned and confined in the penitentiary of this State, and kept at hard labor, but without any solitary confinement, for the period of two years: and that he pay the costs of this prosecution for which execution is awarded.
And on motion the Court allows Ufilo Myers the sum of Twenty five Dollars for defending the prisoner herein.

Willis Wolford. Court of Common Pleas. Union County. Ohio.
8217. Vs. Sept. 22nd. 1903.
E.P. Rogers. et.al.
This day this cause was settled and all costs paid.

George Hamilton Court of Common Pleas. Union County, Ohio.
8076. Vs. Sept. 22nd. 1903.
The Toledo and Ohio Central Company.
The above case is continued by agreement of parties this 21st day of September 1903.

State of Ohio Court of Common Pleas. Union County. Ohio.
1165. Vs. Indictment for Violation of Beal Law.
Clara Allen. et.al. Sept. 22nd. 1903.
This day the Prosecuting Attorney entered a plea of not guilty as to the Indictment of Harvey Allen in this case.

8227. Arvin B. Robinson Court of Common Pleas. Union County. Ohio.
Vs. Sept. 22nd. 1903.
J. Taylor Alexander et. al.

This day came plaintiff & the defendants came not but made default herein. and thereupon this cause was submitted to the Court & the Court being fully advised in the premises do find for the plaintiff & that there is due plaintiff from defendants the sum of Seven Hundred & Eight dollars & that plaintiff right to recover said sum of Seven Hundred & eight dollars from defendants.
It is considered ordered & adjudged by the Court that plaintiff recover from the defendants the said sum of Seven Hundred & Eight dollars. 1160
It is further found that the legal title to the Real estate described in said Petition is in Plaintiff & that said sum of $708. was for the purchase money thereof. & is a lien on said Real estate & that said Real estate ought to be sold to pay said purchase money.
It is therefore ordered adjudged & decreed by the Court that if said judgment is not paid in ten days that an order of sale issue for the sale of said Real Estate directed to the Sheriff of Union County Ohio ordering him to sell said Real estate according to law. and to report his proceedings herein to this Court for which therefore this case is continued.

State of Ohio Court of Common Pleas. Union County. Ohio.
1159. Vs. Indictment for Violation of Beal law.
Harvey Allen Sept. 22. 1903.

This day Nolle Prosequi is entered herein, by order of the Court. 1165
at request of the Prosecuting Attorney.

State of Ohio Court of Common Pleas. Union County. Ohio.
1162. Vs. Indictment for Violation of Beal law.
Harvey Allen Sept. 22nd. 1903.

This day Nolle Prosequi is entered herein. by order of the Court.
at request of the Prosecuting Attorney.

State of Ohio Court of Common Pleas. Union County. Ohio.
1163. Vs. Indictment for Violation of Beal law.
Harvey Allen Sept. 22nd. 1903.

This day Nolle Prosequi is entered herein. by order of the Court, at request of the Prosecuting Attorney.

State of Ohio. Court of Common Pleas. Union County. Ohio.
1164. Vs. Indictment for Violation of Beal law.
Harvey Allen Sept. 22nd. 1903.

This day Nolle Prosequi is entered herein. by order of the Court, at request of the Prosecuting Attorney.

State of Ohio Court of Common Pleas. Union County. Ohio.
1161. Vs. Indictment for Violation of Beal law.
Harvey Allen. Sept. 22nd. 1903.

Now comes the Prosecuting attorney on behalf of the State of Ohio. the defendant

being brought into Court in custody of the Sheriff: thereupon the said defendant retracts his plea of not guilty heretofore entred, and for plea to said Indictment, saith he is guilty as he stands charged in said Indictment. It is therefore adjudged by the Court that the said defendant Harvey Allen, pay a fine of $200, and the costs of this prosecution: and that he stand committed to the Columbus Workhouse until the said fine and costs are paid. or secured to be paid, or he be otherwise discharged according to law.

1160

State of Ohio vs. Harvey Allen — Court of Common Pleas. Union County, Ohio. Indictment for Violating the Beal law. Sept. 22nd. 1903.

Now comes the Prosecuting attorney on behalf of the State of Ohio. the defendant being brought into Court in custody of the Sheriff: thereupon the said defendant retracts his plea of not guilty heretofore entered, and for plea to said Indictment, saith he is guilty as he stands charged in said Indictment.
It is therefore adjudged by the Court that the said defendant, Harvey Allen, pay a fine of $ 100, and the costs of this prosecution: and that he stand committed to the Columbus Workhouse until the said fine and costs are paid. or he be otherwise discharged according to law.

1165

State of Ohio. vs Clara Allen — Court of Common Pleas Union County, Ohio. Indictment for Violation of Beal law. Sept. 22nd. 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant appearing asked and obtained leave of the Court to withdraw her plea of not guilty heretofore entered, and for plea to said Indictment saith she is guilty.
It is therefore adjudged by the Court that the said defendant Clara Allen pay a fine of $ 50, and the costs of this prosecution: and that she stand committed to the Columbus Workhouse until the said fine and costs are paid. or secured to be paid. or she be otherwise discharged according to law.

Court adjourned to Friday, Sept. 25th, 1903.

Friday, Sept. 25th, 1903. Court convened at 9 o'clock A.M.
Present: Hon. Duncan Dow, Judge.

Sarah E. Stahler
8187 Vs. Court of Common Pleas, Union County, Ohio.
Joseph Westlake et. al. Sept. 25th, 1903.

This day this cause came on to be heard upon the motion of the defendant to strike the amendment to the petition from the files, and was argued by counsel, and submitted to the Court; on consideration thereof the Court sustains said motion,

William Blue.
8109 Vs. Court of Common Pleas, Union County, Ohio.
The T. & O.C. R.R. Co. Sept. 25th, 1903.

The Jury in this action having on a former day of this term rendered a verdict for the defendant, and no motion for a new trial having been made, it is therefor considered by the Court that the said defendant go hence without day, and recover from the plaintiff his costs herein expended.

8226

L. C. Beem.
8156 Vs. Court of Common Pleas, Union County, Ohio.
A. B. Montross et. al. Sept. 25th, 1903.

8160

This day on motion leave was granted to defendant, Jam Sake to file Supplemental answer herein, and the same was filed.

Sarah J. Drumm.
8219 Vs. Court of Common Pleas, Union County, Ohio.
Alva E. Drumm, Ex. Sept. 25th, 1903.

This day on motion of the defendant, leave was granted to file answer and the same was filed.

Sarah E. Stahler,
8188 Vs. Court of Common Pleas, Union County, Ohio.
Wm. H. Longbrake. Sept. 25th, 1903.

8156

This day this cause came on to be heard upon the motions of the defendant, and was argued by counsel, and submitted to the Court, on consideration whereof the Court overrules said motions, to which ruling and judgment of the Court, the defendant then and there excepted,

8184

State of Ohio. Court of Common Pleas, Union County, Ohio.
1170 Vs. Information for Larceny.
David Glassmire. Sept. 25th, 1903.

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 Information for plea thereto saith he is guilty, and is remanded to the custody of the Sheriff until sentence,

8200

Appointment of Committee to Examine Commissioners' Report.

Court of Common Pleas, Union County, Ohio.

On motion to the Court for the appointment of a Committee to examine the Annual Report of the County Commissioners of Union County Ohio; the Court hereby appoints C. Piper, J. H. Kinkade and James E. Robinson, Prosecuting Attorney of said County, as such Committee for said purpose, and authorizes them to make examination of said Report, and report their finding to this Court, as provided by law.

Court adjourned to Monday Sept. 28th, 1903.

Monday, Sept. 28th, 1903. Court convened at 9 o'clock A. M.

Alvi Graham et. al.

8229 Vs. Court of Common Pleas, Union County, Ohio.

John S. Schniderer. Sept. 28th, 1903.

This day on motion of defendant leave was granted to file answer herein in 36 days and cause continued.

L. C. Beem

8160 Vs. Court of Common Pleas, Union County, Ohio.

A. B. Montross et. al. Sept. 28th, 1903.

This day this cause was dismissed by consent of parties without record, and each party to pay costs made by them.

Court adjourned to Tuesday, Sept. 29th, 1903.

Tuesday, Sept. 29th, 1903, Court convened at 9 o'clock, A. M.

L. C. Beem

8156 Vs. Court of Common Pleas, Union County, Ohio.

A. B. Montross et. al. Sept. 29th, 1903.

This day on motion of the defendant leave was granted to defendant, Montross to file Supplemental Answer, and the same was filed.

Thomas Emanuel Parmenter &c.

8184 Vs. Court of Common Pleas, Union County, Ohio.

John H. Parmenter et. al. Sept. 29th, 1903.

This day on motion leave was granted to plaintiff to file reply and the same was filed.

Rosa B. Turner.

8204 Vs. Court of Common Pleas, Union County, Ohio.

James H. Fegins et. al. Sept. 29th, 1903.

It appearing to the Court that the defendants, Forest Fegins, Dolpha Christie, Elmer Christie, Vernie Christie, Della Christie are minors under the age of fourteen years and Harley Christie is a minor

over the age of fourteen years and has failed to apply for the appointment of a guardian ad litem though more than 20 days have elapsed since completion of service by publication and all of said minors have been duly and legally served by the publication of notice for six weeks in the Union County Journal, a newspaper of general circulation in said County on motion of the plaintiff, Aaron B. Robinson is hereby appointed Guardian for the suit for said minor defendants. And now comes the said Aaron Robinson, and in open Court accepts said appointment.

Court adjourned to Wednesday, September, 30th, 1903.

Wednesday, Sept. 30th, 1903, Court convened at 9 o'clock, A. M.
Present: Hon. Duncan Dow, Judge.

Thomas Emanuel Parmenter, an infant
8184 under 14 years of age by Joseph M. Kennedy, as next friend,
Vs. Court of Common Pleas, Union County, Ohio.
John Wesley Parmenter et. al, Sept. 30th, 1903. 8197

This day this cause came on for hearing on the petition of the plaintiff Thomas Emanuel Parmenter, an infant under 14 years of age by Joseph M. Kennedy, as next friend, and the evidence and was submitted to the Court; and the Court find that due and legal service has been obtained upon the defendants, John Wesley Parmenter by publication, and the Court finds that the defendant, John Wesley Parmenter was at the commencement of this action seized of the life estate and in the possession of the premises described in the petition being the undivided one half thereof, subject to the dower interest therein of Barbara Crotinger, the widow of one John Crotinger, deceased, being the lands devised to said John Wesley Parmenter by the last will and testament of John Crotinger, deceased, which said last will and testament was duly probated in the Probate Court of said County of Union, State of Ohio, on the 28th day of February, 1899, which said estate was duly settled in the Probate Court of said County. And the Court further finds that by the terms of said last will and testament that said John Wesley Parmenter was to have and to hold said real estate as and for his life estate therein, and to go to his heirs after said John Wesley Parmenter. 8176

The Court further find that the plaintiff, Thomas Emanuel Parmenter, an infant under 14 years of age is the son and only heir at law of said defendant, John Wesley Parmenter. The Court further finds that the said defendant, John Wesley Parmenter by the terms of said will of said John Crotinger, deceased, came into the possession of and is now in the possession of said real estate, and that he failed and refused to pay the tax thereon and permitted the same to become delinquent and was duly and properly placed by the Auditor of said County of Union on the delinquent tax list, and said lands were by said Auditor duly advertised and sold at delinquent tax sale on the 21st day of January, 1902, to Henry E. Coukright and that more than one year had elapsed since said sale of said lands by said Auditor of said County at delinquent tax sale, before the commencement of this action, That said defendant, John Wesley Parmenter has failed and refused to pay the amount of the purchase price of said lands at said sale, and the penalties thereon, or any part thereof, and that his right to do so, and his interest in said land by reason of said sale

of said land for taxes, and failure to redeem the same ought to be, and the same are hereby adjudged to be forfeited, and the title and possession of the said John Wesley Parmenter to all and singular the premises in the petition described, hereby are decreed by the Court to be forfeited as to said defendant John Wesley Parmenter, and all persons claiming under him, and the Court do adjudge and decree that all the interest, right and title and possession of said premises belonging to said John W. Parmenter, are hereby vested in the said plaintiff, Thomas Emanuel Parmenter, an infant under fourteen years of age, as the only heir at law of the defendant, John Wesley Parmenter, And it was further ordered that the costs and expenses of this action and Attorney Fees of plaintiff, be and are a lien upon said premises, and this cause is continued as to all questions arising under the cross-petition of Henry E. Coubright, as to his tax lien on said premises.

8197 John Saughrey
Vs.
Melvina Saughrey

Court of Common Pleas, Union County, Ohio.
Sept. 30th, 1903.

This day this cause came on to be heard upon the pleadings and the evidence, on consideration thereof and the Court being fully advised in the premises finds that the plaintiff at the time of filing his petition was, and had been a bona fide resident of the State of Ohio, and the County of Union for one year next preceding the filing thereof; but finds that said plaintiff is not entitled to a divorce as prayed for therein, and the Court refuses the same to him, and the petition of plaintiff herein is dismissed. This cause came on further to be heard upon the cross-petition of the defendant for alimony, and upon consideration thereof the Court refuses same. It is therefor ordered by the Court that plaintiff pay the costs herein taxed at $—,

8176 J. B. Livingston and Fredrick S. Taft, Trustees &c.
Vs.
George Harriman and Mary C. Harriman,

Court of Common Pleas, Union County, Ohio,
Sept. 30th, 1903

This day the parties appeared in open Court and by and with the consent and approval of the Court settled this cause as follows:- It is agreed that the defendants shall pay to the plaintiffs, as Trustees of the said Company the sum of Two Hundred and Fifty Dollars, and pay the costs of this action, and it is further agreed that the defendants release all claims upon the plaintiffs as such Trustees and release and surrender all rights which which they have or claim to have as stockholders of said Company. The plaintiffs agree to and do accept the said sum of Two Hundred and Fifty Dollars in full of all claims against the defendants, and in full of said mortgage and agree to and do enter cancellation of said mortgage and bond mentioned in the petition and agree to and do reassign to the defendants the policy of fire insurance upon the buildings in the petition described, and hereby release the defendant, Geo. Harriman from all liability on his stock in said Company on account of losses thereof. This settlement is intended to be, and is a complete adjustment of all matters between said parties, and it is agreed that this action shall be dismissed without record, all of which is approved by the Court, and it is ordered by the Court that this action be, and the same is dismissed at the costs of the defendants, and it is further ordered that there be no record,

Court adjourned to Thursday, October, 1st. A.D. 1903.

Thursday, October, 1st. 1903, Court convened at 9 o. clock A. M.

8204 Rosa B. Turner
Vs.
James H. Fraginis et al

Court of Common Pleas, Union County, Ohio.
Oct. 1st, 1903.

This day this cause came on to be heard upon the motion of defendant to strike out and make more definite and certain the petition of plaintiff; and was argued by counsel and submitted to the Court, on consideration whereof the Court overrules said motion.

Court adjourned to Monday, October, 5th, 1903.

Court convened Monday, October, 5th, 1903, at 9 o'clock A. M.

8168 Alex. Armintrout.
Vs.
Jacob Armintrout et al.

Court of Common Pleas, Union County, Ohio.
Oct. 5th, 1903.

It appearing to the Court that the plaintiff in this case seeks to set aside a certain paper writing purporting to be the last will and testament of Lucina Armintrout, late of the County of Union, deceased which has been admitted to probate according to the Statute in such cases made and provided, and no issue having been made up by the pleadings as to a portion of the defendants in this action, It is now ordered that the validity of said will be, and it is hereby put in issue between the parties and that it be ascertained by the verdict of the jury whether said writing is the last will and testament of said Lucina Armintrout, deceased, or not.

8168 Alex. Armintrout,
Vs.
Jacob Armintrout et al

Court of Common Pleas, Union County, Ohio.
Oct. 5th, 1903.

This day Harley Armintrout one of the minor defendants and being over 14 years of age, and having been duly served with summons makes application to the Court for Guardian for the suit and asks that James E. Robinson be appointed, and the Court hereby appoints the said James E. Robinson, Guardian for the suit for Harley Armintrout.

Court adjourned to Tuesday, October 6th, 1903.

Tuesday, October, 6th, 1903, Court convened at 9 o'clock A. M.

Leonard Schoeller.

8220 Vs. Court of Common Pleas, Union County, Ohio.

Mary Schoeller. Oct. 6th, 1903.

This day this case came on for hearing upon the petition of the plaintiff, the defendant being in default for answer, and the testimony in the case; and the Court being fully advised in the premises do find for the plaintiff.

1st;- That said plaintiff was a bona fide resident of Union County, O.

2nd;- That the parties were married as stated in the petition.

3rd;- That the defendant was guilty of adultery as charged in the petition, and that service of summons had been made on her.

It is therefore adjudged and decreed by the Court that said plaintiff have a complete divorce from the defendant, and each party restored to all of their rights in the premises, and the plaintiff to pay the costs herein taxed to $—.

Sarah J. Drumm,

8214 Vs. Court of Common Pleas, Union County, Ohio.

Alva E. Drumm, Ex, Oct. 6th, 1903

This day by agreement this cause was continued.

Alice Hodge

8211 Vs. Court of Common Pleas, Union County, Ohio.

Chas. H. Hodge, Oct. 6th, 1903

This cause came on this day to be heard on the petition, and the evidence, and on consideration thereof, the Court find that the plaintiff at the time of filing her petition, had been a 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 therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Alice Hodge and Charles H. Hodge, be and the same hereby is dissolved, and both parties released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said plaintiff exclusively.

It is further ordered that the plaintiff pay the costs of this proceeding.

Court adjourned to Wednesday, October, 7th, 1903.

Wednesday, October, 7th, 1903, Court convened at 9 o. clock A. M.

8201

Alick Armintrout.

8168 Vs. Court of Common Pleas, Union County, Ohio,

Jacob Armintrout et. al. Oct. 7th, 1903.

The parties by their Attorneys come, and are at issue, and a jury being called come towit:- George Knetzil, George Trapp, Ray Barnett, A. J. Blumenschein, C. E. Jones, E. J. Freeman, Elliott Southard, James Shirk, J. H. Southard, Jerry Miller, M. Coolidge and Charles Monlock, who being duly impanelled and sworn, do find that the paper writing described in the petition and produced at the trial of this case, purporting to be the last will and testament of said Lucina Armintrout, deceased, is the last will and testament of said Lucina Armintrout, deceased.

It is therefore considered and adjudged by the Court that said paper writing produced at the trial, purporting to be the last will and testament of said Lucina Armintrout, deceased, ~~is the last will and testament of said Lucina~~ Armintrout, deceased, and that said defendants recover of said plaintiff their costs herein. Motion by plaintiff for a new trial made and overruled, and exceptions by plaintiff. 8186

Judgment is rendered against the plaintiff for his costs herein, and ordered that defendants recover their costs of plaintiff.

Lunfield S. Rogers.

8209 Vs. Court of Common Pleas, Union County, Ohio.

Josephine M. Thompson et al. Oct. 7th, 1903

This day by leave 30 days were granted for defendant to answer, and caused continued.

Court adjourned to Monday, October, 12th, 1903. 8200

Monday, October, 12th, 1903, Court convened at 9 o. clock A. M.

Rosa B. Turner

8204 Vs. Court of Common Pleas, Union County, Ohio,

James W. Teagins et. al. Oct. 12th, 1903.

This day came the parties, and this cause came on to be heard upon the demurrer of defendants to the petition, On consideration whereof the Court sustains said demurrer upon the ground that the two causes of action set up in the petition are improperly joined, Thereupon the plaintiff asked and had leave of the Court to withdraw her second cause of action for the purpose of docketing the same as a separate action in this Court, and to dismiss Josiah Turner, Administrator from this action so as to make him defendant in the separate action to be docketed against him, The Court having granted leave to plaintiff to withdraw her second cause of action for the purposes herein stated, it is ordered by the Court that the same be stricken from the petition in this cause, and that said Josiah Turner be, and he is dismissed from this action all of which is without prejudice to the plaintiff, And thereupon the defendant asked and obtained leave of the Court to file answer herein by October, 25th, 1903. 8199

Robert Aral.

8201 Vs. Court of Common Pleas, Union County, Ohio.

William Stephens et. al. Oct. 12th, 1903,

This day came the defendants, and the plaintiff still being in default for petition or other pleading, the defendants waived a jury and submitted this cause to the Court upon the answer of the defendants and the evidence, On consideration whereof, the Court being fully advised in the premises finds in favor of the defendants upon the counterclaim set forth in defendants' answer, and that there is due the defendants from the plaintiff therein the sum of one dollar.

It is therefore adjudged by the Court that the defendants recover from the plaintiff the said sum of One Dollar and their costs herein expended, and that plaintiff pay his own costs, and execution is awarded therefor.

John Barnett

8186 Vs. Court of Common Pleas, Union County, Ohio.

The Incorporated Village of Richwood, Oct. 12th, 1903,

This day leave was granted plaintiff to file motion to strike out certain averments of the answer, and the same was filed; and thereupon this cause came on to be heard therein, and was argued by counsel and submitted to the Court; on consideration whereof the Court sustains said motion as to last ground thereof, and overrules motion as to balance thereof.

And on motion leave is given plaintiff to file reply and the same was filed, to which the defendant then and there excepted,

Hattie Walsh

8206 Vs. Court of Common Pleas, Union County, Ohio.

Peyton M. Walsh Oct. 12th, 1903,

This day this cause was dismissed by plaintiff at her costs. It is therefore adjudged by the Court that the plaintiff pay the costs of this action taxed to ℔ for which execution is awarded.

Allie Flaherty

8193 Vs. Court of Common Pleas, Union County, Ohio

J. Leo Flaherty. Oct. 12th, 1903

This day on motion of defendant leave was granted to file answer herein in 30 days and cause continued,

Court adjourned to Tuesday, October, 13th 1903.

Tuesday, October, 13th, 1903. Court convened at 9 o'clock A. M.

8214 C. H. Rosecrans & Sons.
Vs.
T. C. Bechtel.

Court of Common Pleas, Union County Ohio.
Oct. 13th 1903.

This day comes the plaintiff and dismisses and discharges the attachment heretofore made in this cause, because the property taken by the officer was property that would be exempt from execution, plaintiff to pay the costs of attachment for which judgment is awarded, and the cause of action is continued.

8203 The State of Ohio, on relation of The Board of Education of Jerusburg Township, Union County, Ohio,
Vs.
Dwight Edwards, as Auditor of Union County, Ohio, and William King, O. M. Bell, Frank Beem, Harry Thomas, O. B. McClain and William Carroll.

Court of Common Pleas, Union County, Ohio.
Oct. 13th, 1903.

This day came the parties and submitted this cause to the Court upon the pleadings and the evidence; on consideration whereof the Court finds that at the February Term, A.D. 1903, of the Circuit Court of this County, in a case in Quo Warranto there pending in said Court entitled "The State of Ohio on relation of John M. Sheets Attorney General Vs. S. S. Drake and others", the said Circuit Court rendered the finding and decision, a true copy of which is set forth in the reply of the plaintiff herein to the answer of defendant Dwight Edwards, and that prior to the time of filing the petition herein, and before any tax levy was placed on the tax duplicate for the present year a certified copy of said decree was filed with said Auditor, and that he had actual notice of said decree. The Court further finds that subsequent to the rendering of said decree by the Circuit Court the defendants therein named filed a petition in error in the Supreme Court of this State to reverse said action and decision of the Circuit Court, and that the same is now pending in said Supreme Court, The Court further finds that on the 21st day of May, 1903, the said Supreme Court entered a stay of execution of ouster as set forth in the defendants answer, The Court further finds that in district No.— both Boards of education employed the same teacher and she is now teaching the school in said district, The Court further finds that in sub-district No.— the Boards employed different teachers, and were each willing to carry on the school in said district, but that the teacher employed by the relators is now teaching said school, and that the teacher employed by the special board, the defendants, is teaching in the Village of Magnetic Springs, under the employment of the defendants.
The Court further finds that the Auditor has entered the tax levy of ten mills made by the defendants upon the tax duplicate for collection covering all the territory mentioned in the special act referred to in the petition.
The Court finds as a matter of law that the act of the Supreme Court in granting stay of execution of ouster in said proceedings in the Supreme Court operated to continue said special board, and that the tax levy already entered on the tax duplicate is all that is authorized by law to be levied, and for that reason the levy made by the relators

should not be entered. It is therefor considered and adjudged by the Court that the application for mandamus prayed for be refused, and this action dismissed at the costs of the plaintiff. to all of which findings and judgment of the Court the plaintiff then and there excepted, and having made its motion for a new trial herein the same is overruled by the Court, to which plaintiff excepted. It is ordered and adjudged by the Court that this action be and it is dismissed, and it is further adjudged that the defendants recover of the plaintiff their costs herein expended taxed to $—.

D. H. Ayers, Guardian &c.

7981 Vs. Court of Common Pleas, Union County, Ohio.

Eliza Webb et. al. Oct. 13" 1903.

This day came the parties by their Attorneys and waived a Jury and submitted this cause to the Court upon the pleadings and evidence. On consideration whereof the Court being fully advised in the premises finds in favor of the defendants, and that the plaintiff's ward, Don C. Black is not entitled to receive the sum of $600, or any other sum in lieu of advancement made to the defendants, for the reason that his father Benjamin Black in his life time received an advancement making him equal with the other children of said Mary Saughrey. It is therefor adjudged and decreed by the Court that the cost of this proceeding be paid by the said O. H. McAdow as Administrator of the estate of Mary Saughrey out of the funds of said estate, and that he distribute the balance of said fund to the plaintiff one sixth part thereof, and to the said Eliza Webb, Archibald Black, Eunice Stone, Mary Harter, and Anna Howard, each one sixth part thereof.

D. H. Ayers, Guardian &c.

7981 Vs. Court of Common Pleas, Union County, Ohio.

Eliza Webb et. al. Oct. 13th, 1903.

Now comes the plaintiff and gives notice of his intention to appeal this cause to the Circuit Court.

The State of Ohio, ex. rel. John Blue.

8194 Vs. Court of Common Pleas, Union County, Ohio.

William Livingston. Oct. 13", 1903.

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and also came the complainant, John Blue, and William Livingston, the defendant, in accordance with the condition of the recognizance entered into by said defendant before Joseph Robertson, a Justice of the Peace, and filed in the office of the Clerk of this Court; and thereupon, upon full consideration of the evidence, it is ordered and adjudged that the said defendant William Livingston, do forthwith enter into recognizance in the sum of Two Hundred Dollars, with good and sufficient security, to be of good behavior and to keep the peace with all persons, and particularly with the said John Blue for the term of one year next hereafter, and in default of such security that he be committed to the jail of this County, there to remain until he shall comply with this order, or be otherwise legally discharged. And that he pay the costs of this prosecution for which execution is awarded. And thereupon came the said defendant and

with A. F. Benedict and Morris H. Hill, as his sureties, approved by the Court entered into recognizance, as above required.

Court adjourned to Wednesday, October, 14th, 1903.

Wednesday, October, 14th, 1903, Court convened at 9 o'clock, A. M.

Marshall Markey and Fred E. Guthery Admrs.

8117 Vs. Court of Common Pleas, Union County, Ohio.

Ellen B. Bunn, Oct. 14th, 1903

Now came the plaintiffs and the defendant by their Attorneys and agreed to a settlement of this case, by which defendant is to pay plaintiffs in full settlement of their claim herein the sum of One Hundred Dollars; and defendant also to pay the costs of this action.

And said settlement having been approved by the Court, it is therefore adjudged by the Court that the plaintiffs recover of the defendant, the said sum of One Hundred Dollars, together with their costs herein expended taxed to $11.93, for which execution is awarded.

Sarah Scott

8196 Vs. Court of Common Pleas, Union County, Ohio.

John V. Scott. Oct. 14th, 1903.

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer, 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 wilful absence, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Sarah Scott and John V. Scott be, and the same hereby is, dissolved, and both parties released from the obligations of the same, and that the plaintiff pay the costs in the case.

William A. Phelps.

8235 Vs. Court of Common Pleas, Union County, Ohio.

John F. Millar. Oct. 14th, 1903

This day the Court grants 10 days leave in which to file reply.

Court adjourned to Thursday, October, 15th, 1903

Court convened Thursday, October 15th, 1903, at 9 o'clock A. M.

8205 Malin Wright, Admr.
Vs.
John H. Moffitt et al. Court of Common Pleas, Union County, Ohio.
Oct. 15th, 1903.

This day the Court grants leave to plaintiff to file reply and the same was filed.

8210 Clara Dell Parker
Vs.
Morris Parker. Court of Common Pleas, Union County, Ohio.
Oct. 15th, 1903.

This cause came on this day to be heard on the petition, the answer of the defendant and the evidence; and on consideration thereof the Court 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, and that the defendant was legally served with summons and a copy of the petition. The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Clara Dell Parker and Morris Parker be, and the same hereby is, dissolved, and both parties are released from the obligations of the same. And the Court find that the plaintiff is the owner of the following described real estate, towit:- Lot No. 662 in the Orin Bunn Addition to the Village of Richwood, Ohio, and the same is hereby restored to her divested of all and every claim, title and interest by curtesy or otherwise of her said husband.

Court adjourned to Saturday, October, 24th, 1903

Saturday, Oct. 24th, 1903, Court convened at 9 o'clock A. M.

Edwin H. Perkins, Admr &c.
Vs.
H. H. Merchant, Admr &c. Court of Common Pleas, Union County, Ohio
Oct. 24th, 1903.

This cause being heard on demurrer to defendants answer to the Amended Petition herein filed, it is considered and adjudged by the Court, that the said demurrer be, and the same is hereby sustained. And thereupon the said defendant not asking to plead further, and a jury having been waived, this cause was submitted to the Court upon the pleadings and the evidence as to the appointment of Perkins, as such Admr, no other evidence being introduced by plaintiff. Thereupon, on consideration thereof, the Court finds on the issues joined for the plaintiff, and finds that there is due and owing to said plaintiff, as Administrator of Lydia Ann Perkins, deceased, from the said defendant, as Administrator of the estate of Abner Liggett, deceased, the sum of Three Hundred and Fifty ($350) Dollars, with interest thereon at the rate of six per centum per annum from the 17th day of January A.D. 1901. It is therefor considered, ordered and adjudged by the Court that the said plaintiff recover from the said defendant as such Administrator, the said sum of $350.00, with interest thereon at the rate of six per centum per annum from the 17th day of January, A.D. 1901, so as aforesaid found due, together with his costs in this behalf expended taxed at $-. And to the findings, orders and judgments of the Court, in the premises the said defendant, by his Counsel at the time excepted.

Certificate for Pay

Sheriff's Office, Union County, Ohio, Marysville, Ohio, Oct. 24th, 1903.
To Hon. Duncan Dow, Judge:- The Court charges for the September Term A.D. 1903, Union County Common Pleas, are due for services rendered and are as follows:-
Union County, Ohio to Simion F. Burnham, Sheriff, Dr.

To serving Grand Jury Venire	$4,50
To serving Petit Jury Venire	4,50
To serving Grand Jury Witnesses 91	9,10
To making 93 copies Grand Jury Witnesses	9.30
To 653 miles travel Grand Jury Witnesses	52,24
To calling 68 Grand Jury Witnesses	3.40
To Samuel Hensley 19 days as Court Bailiff	38.00
To Allen Hamlin 21 " " " "	42.00
To S.F. Burnham per Sec. 1231 O.S.	300.00
	$ 463.04

Total

I hereby certify the above bill to be correct - S.F. Burnham, Sheriff.
To the Clerk of the 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.

8199

Martha E. Liggett, Admr,
Vs,
The estate of Gideon Liggett, decd, et al.

Court of Common Pleas, Union County, Ohio.
Oct. 24th, 1903,

On this 24th day of October, 1903, this cause came on to be heard upon appeal from the order of the Probate of Union County disallowing the claim of said Martha E. Liggett, herein, and upon the issues joined between the parties as shown by the transcript and original papers transmitted from said Probate Court and filed herein, and by agreement of the parties a jury was waived and this cause submitted to the Court upon the evidence, and the Court being fully advised finds that said claim of said Martha E. Liggett is not a valid claim against said estate of Gideon Liggett, deceased, and the same is disallowed. It is further ordered that the costs herein be paid by the Sheriff out of the proceeds of the sale now remaining in his hands in the case of Charles A. Liggett Vs. Ida M. McKitrick et.al. and numbered 8065, to all of which finding, order and judgment the plaintiff then and there excepted and filed her motion for a new trial, which the Court overruled, and which ruling and decision is excepted to by plaintiff.

8065

Chas. A. Liggett
Vs.
Ida M. McKitrick et.al.

Court of Common Pleas, Union County, Ohio,
Oct. 24th, 1903,

This day this cause came on to be heard upon the pleadings and the evidence, on consideration whereof the Court finds that all the defendants have had due legal notice of the pendency and demand of the petition filed herein; and also of the answer and cross-petition of Martha E. Liggett, widow of Gideon Liggett, deceased.
The Court further finds that there is due the said Martha E. Liggett, upon the claim set out in her amended answer the sum of Eleven Hundred and Twenty-five ($1125) Dollars.
It is therefore, ordered, adjudged and decreed that the Sheriff out of the proceeds of the real estate sold in his hands pay:-
First:- The additional costs in this case, together with the costs taxed in Case No. 8199, which is an action between the same parties,
Second:- The Widow's dower interest in the real estate sold amounting to the sum of $2726.65,
Third:- The amount found due Martha E. Liggett, upon the claim set out in her amended answer, to-wit, the sum of $1125,
Fourth:- To Martha E. Liggett, as Administrator, whatever sum the Probate Court shall certify to be necessary to pay the debts of the estate of Gideon Liggett, deceased,
Fifth:- The balance of said proceeds in said Sheriffs hands to the heirs of the said Gideon Liggett,

D. 1903,

in their proper proportions; to all which orders, judgments and decrees, except the order relating to the widow's dower, the plaintiff and defendants there and there excepted. And thereupon plaintiff by his Attorney gave written notice of his intention to appeal said cause to the Circuit Court, and the Court fixed the amount of the appeal bond at $300.

The Farmers Bank.

8111 Vs. Court of Common Pleas, Union County, Ohio.

C. L. Stout et. al. Oct. 24th, 1903.

This day this cause came on for hearing on motion to confirm the sales 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 sales be, and they are hereby, approved and confirmed. And it is further ordered that the said Sheriff convey to the purchasers, D. H. Ayers, and Church Bros. & Held, by deeds, according to law the property so sold; and the purchasers are 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 their title; and a writ of possession is awarded to the purchasers to put them in possession of said premises. And the Court coming now to distribute the proceeds of the sale to D. H. Ayers, amounting to Eighty Dollars, it is ordered that the Sheriff out of the money in his hands pay:-

First:- To the Treasurer of this County, one half of the taxes, penalty and interest against said property, to-wit, the sum of $2.36,

Second: all the costs of this action, except the cost made by Church Bros. & Held on their answer and cross-petition, amounting to $48.07,

Third:- To the plaintiff, The Farmers Bank, the balance of the proceeds in the said Sheriff's hands, amounting to $39.57, as a credit on plaintiff's claim of $64.64, leaving a balance still due to plaintiff of $35.07 for which execution is awarded against the said C. L. Stout, and D. H. Ayers, therefor.

And the Court coming now to distribute the proceeds of the sale to Church Bros. & Held, amounting to $75.00, it is ordered that the Sheriff out of the money in his hands pay:-

First:- To the Treasurer of this County, one half of the taxes, penalty and interest against said property, to-wit the sum of $2.36

Second:- The costs by Church Bros. and Held made in this action, taxed to $32.24,

Third:- To the defendant Church Bros. & Held, the balance of the proceeds in said Sheriff's hands amounting to $40.40, as a credit on their judgment and interest therein amounting to $66.11, and there still remaining due to said Church Bros. & Held the sum of $25.71, execution is awarded against the said C. L. Stout, therefor.

Times of Court

Times for Holding Common Pleas Courts, A.D. 1904.

State of Ohio, Tenth Judicial District:- It is ordered that the terms of the Common Pleas Courts of the several Counties in said Judicial District for the year 1904, be fixed as follows, to-wit:-

Crawford County on the 8th day of Feb. and the 2nd day of May, and the 24th day of Oct.
Hancock County on the 4th day of Jan. and the 4th day of April, and the 12th day of Sept.
Hardin County on the 4th day of Jan, and the 4th day of April, and the 12th day of Sept.
Logan County on the 1st day of Feb. and the 2nd day of May and the 14th day of Nov.
Marion County on the 25th day of Jan, and the 16th day of May and the 24th day of Oct.
Seneca County on the 1st day of Feb. and the 18th day of April, and the 10th day of Oct.
Union County on the 4th day of Jan, and the 21st day of March, and the 19th day of Sept.
Wood County on the 4th day of Jan, and the 4th day of April, and the 12th day of Sept.
Wyandot County on the 18th day of Jan, and the 4th day of April, and the 12th day of Sept.

It is further ordered that the Hon. Geo. E. Schrott, be designated as Supervising Judge, and that said terms of Court begin at 9 o'clock A. M.

Boston G. Young, Duncan Dow, James C. Tobias, Geo. E. Schrott, Charles C. Emurt, Edward M. Fries } Judges 10th Judicial District.

Dated at Fostoria, Ohio, this 20th day of October, A.D. 1903.

8156 I.C. Burn
Vs.
A. B. Moutross et al.

Court of Common Pleas, Union County, Ohio.
Oct. 24th, 1903.

8187

All parties hereto having agreed that the defendant, John Burns is entitled to receive the sum of One Hundred and Twenty Dollars upon the claim set up in his cross-petition filed herein, the Court so finds and orders that the defendant, Jane Lake pay him said amount out of the money due upon her said contract with the defendant, Moutross, It is further agreed by and between the plaintiff and the defendants, A. B. Moutross and Jane Lake, that there will yet remain due from said Lake to said Moutross upon said contract the sum of Two Hundred and Sixty Dollars, which amount the said Moutross claims by right of exemption in lieu of a homestead; and the cause is now heard upon said claim, After due consideration of the facts as agreed upon in relation to said claim, and of the pleadings herein, and after hearing argument of counsel, the Court finds thereon in favor of the plaintiff. It is therefore ordered that the said Jane Lake pay the costs herein, out of the said Two Hundred and Sixty Dollars, towit, the sum of $—, and that she pay the balance thereof to the plaintiff; and it is accordingly adjudged that he recover from her said amount found due him and the costs aforesaid herein expended; to all of which findings, orders and judgments the said defendant, A. B. Moutross, duly excepts, and causes his exceptions to be herein noted,

8201

8222 Jennie Earick
Vs.
George Earick

Court of Common Pleas, Union County, Ohio.
Oct. 24th, 1903 at 3:30 P. M.

8170

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 finds that the allegations thereof are confessed by defendant to be true, The Court also finds that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as set forth in said petition, The Court further finds upon the evidence adduced that the defendant has been guilty of extreme cruelty towards this plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for in said petition, It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Jennie Earick and George Earick be, and the same hereby is dissolved and both parties 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 Jennie Murphy, It is further considered & ordered by the Court that the plaintiff pay the costs of this proceeding & the same is paid,

773

John H. Barnett.
Vs.
The Village of Richwood.

8186

Court of Common Pleas, Union County, Ohio.
Oct. 24th, 1903.

This cause came on for hearing upon the pleadings and the evidence, and after hearing argument of counsel and upon due consideration the Court finds in favor of the defendant. It is therefore ordered that the temporary injunction heretofore allowed against the defendant Village, be and the same hereby is dissolved, and that plaintiff pay the costs herein taxed at $— for which amount judgment is hereby rendered against him; to all of which finding order, and judgment plaintiff excepts, and gives notice of intention to appeal, and the amount of the bond therefor is fixed at One Hundred Dollars.

John H. Healey
Vs.
John H. Barnett

8191

Court of Common Pleas, Union County, Ohio,
Oct. 24th, 1903

This day this cause came on to be heard upon the motion of the defendant to vacate and dissolve the temporary injunction granted herein, and was argued by counsel and submitted to the Court, on consideration whereof the Court sustains said motion and dissolves said temporary injunction, and dismisses plaintiff's petition at his costs, It is therefore adjudged by the Court that defendant recover of the plaintiff his costs herein taxed to $—, to all which rulings and judgments the plaintiff by his counsel excepted, And on motion the Court fix the amount of the appeal bond at $100.

Sarah E. Stahler

8187 Vs. Court of Common Pleas, Union County, Ohio.

Joseph Wuttaho Oct. 24th, 1903,

This day this cause came on to be heard upon the demurrer of plaintiff to the second defense in defendants answer, and was argued by counsel and submitted to the Court, on consideration whereof the Court finds for the plaintiff and sustains said demurrer, to which finding and judgment the defendant by his counsel then and there excepts,

Robert Aral

8201 Vs. Court of Common Pleas, Union County, Ohio,

Stephen Bros. Oct. 24th, 1903,

This day this cause came on to be heard upon the motion of the plaintiff to vacate the judgment heretofore rendered in this Court in this case, at the present term of this Court, and was argued by counsel and submitted to the Court; on consideration whereof the Court find that there was unavoidable casualty and misfortune preventing the plaintiff from prosecuting the above action, and that the plaintiff herein, by reason thereof, is entitled to have the judgment in this case of October, 12th, 1903, vacated, It is therefore ordered that upon payment of the costs of this term said judgment be vacated and leave given to plaintiff to file petition herein, And thereupon came the plaintiff and paid the costs as above ordered, and filed petition in this cause; and said cause is continued,

Emma J. Shultz

8170 Vs. Court of Common Pleas, Union County, Ohio.

Arthur Flesher. Oct. 24th, 1903,

A trial by jury having been waived by agreement of the parties, hereto, this cause was accordingly heard by the Court upon the pleadings, the statements submitted as evidence in lieu of testimony of witnesses, and upon argument of counsel; the Court on consideration thereof, finds for the defendant upon the issues joined. It is therefore considered by the Court that the defendant recover from the plaintiff his costs herein expended taxed at $ -, Plaintiff thereupon moved the Court to grant a new trial herein, which motion was overruled by the Court. To all of which judgment, finding and ruling the plaintiff, by her Attorney, duly excepted at the time thereof, and filed written notice with the Clerk of her intention to appeal as required by law, and the Court fix the amount of appeal bond at $100,

Madeline Cherry

7739 Vs. Court of Common Pleas, Union County, Ohio.

The Odd Fellows Benficial Association et. al. Oct. 24th, 1903,

This day came the plaintiff and dismissed this cause at her costs. It is therefore adjudged that the defendant recover of the plaintiff the costs taxed to $ — for which execution is awarded.

It is ordered that all matters, causes 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 14th day of September A. D. 1903, and continued from day to day and from time to time by regular adjournments until this 24th day of October, A. D. 1903, and is now adjourned without day.

Attest:- Chas. Swetonwood, Clerk

In Vacation.

Order to draw Jury.

It is hereby ordered that the Clerk of the Court of Common Pleas of Union County Ohio, shall on the 7th day of December, A.D. 1903, cause to be drawn according to law the names of fifteen persons to serve as Grand Jurors, and the names of fifteen persons to serve as Petit Jurors at the next term of said Court, commencing January, 4th, A.D. 1904, Said Grand Jurors to appear on the 4th day of January, A.D. 1904, at 9 o'clock A.M.; and the said Petit Jurors to appear on the 11th day of January, A.D. 1904 at 9 o'clock, A.M.

Duncan Dow, Judge of Court of Common Pleas, Union County, Ohio,

8254

Milo S. Myers, Ex. &c.
Vs.
Mary Rogers et. al.

Court of Common Pleas, Union County, Ohio.
Dec, 10th, 1903.

This cause came up for hearing on motion made by plaintiff's Attorneys before Judge Duncan Dow of said Court, in Vacation thereof. And it appearing to said Judge that the property in controversy in this case is in danger of being wasted by reason of the costs of keeping the same; and said Judge being satisfied that the sale thereof will be for the benefit of the parties, therefore on motion of the plaintiff, it is ordered that the Sheriff forthwith sell said property at public sale, after giving due notice thereof for ten days in some newspaper printed in said County, towit, the Marysville Evening Tribune, and for cash, and that the Sheriff retain the proceeds of such sale until further order herein.

Duncan Dow, Judge of said Court.

8254

Milo S. Myers Ex. &c.
Vs.
Mary Rogers et. al.

Court of Common Pleas, Union County, Ohio,
Dec, 11th, 1903,

This day the parties hereto agree to the following partial settlement:- Said plaintiff releases all claim to two sows with pigs at side, also to their pigs, also two shoats weighing about 200 lbs, also 1/2 of the money to be received from the immediate sale of 25 pigs weighing about 80 lbs, also three black pigs weighing about 45 lbs, the 25 pigs to be sold by plaintiff and money turned over 1/2 to Sheriff, 1/2 to Edgar Rogers; and said Edgar Rogers disclaims all title to the other property described in the petition of plaintiff The balance of said chattels described in said petition are to be sold by the consent of the parties hereto by the plaintiff, and the money received for the hogs to be held by the Sheriff until the further order of the Court, And the said Edgar Rogers agrees to pay one half of the market price of the corn fed to said hogs up to this time, towit, $6.75, Said Edgar Rogers further releases all claims against said plaintiff in his personal and official capacity for damages growing out of this cause, And the said Mary Rogers disclaims all title to the chattels described in said petition outside of hogs and iron kettle; said plaintiff releases to her said kettle.

No 20
Ordered Jan' 17" 1902