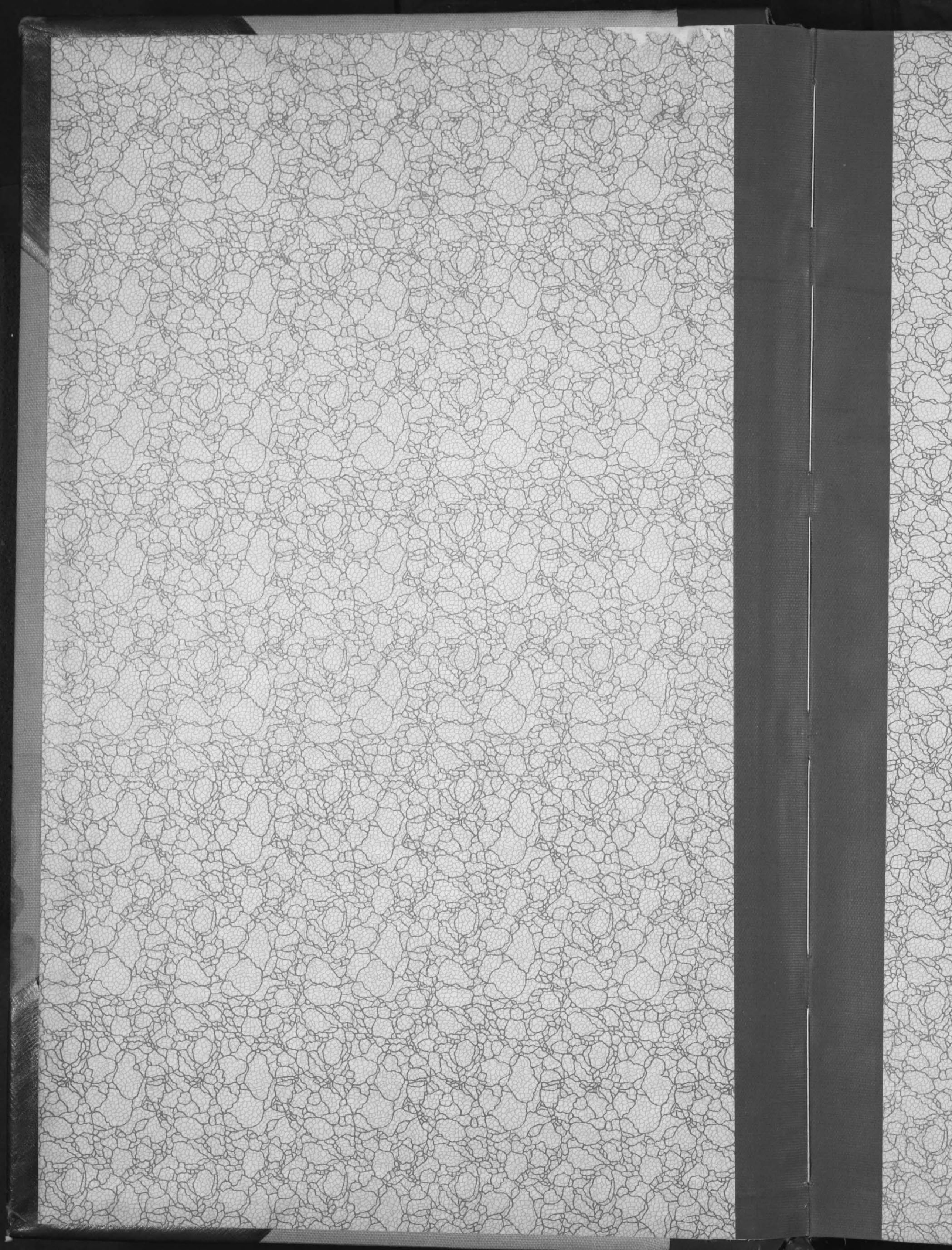
LAW
RECORD

NO. 11

UNION
COUNTY



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Entry

X

George B. Smith
Against
W. H. Longo

Pleas before the Hon D. Moorhead Presiding Sprague & Cowan of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 21st day of June A.D. 1867

Identure to wit on the 20th day of June A.D. 1867 the following Petition was filed with the Clerk of said Court which reads as follows to-wit

George B. Smith
Against
W. H. Longo

In the Union County Court of Common Pleas

Petition

Plaintiff says that on the 15th day of March A.D. 1867 the defendant W. H. Longe executed and delivered to the Plaintiff his promissory note of that date and thereby promised to pay the said Plaintiff the Sum of Twenty Three Dollars and Sixty One Cents On day after the date of said note the said note with the Warrant of Attorney Executed by the defendant is herein attached, Plaintiff says that the said note is, and has long been due, and is wholly unpaid, That there is now due upon the same for Principal and interest the Sum of Twenty Three Dollars and Ninety Six Cents for which he prays judgment against the defendant. Johnston & McNeal Attys. for Plaintiff

State of Ohio Union County ss. P. C. Johnston Esq being Sworn says that he is One of the Attorneys of the above named George B. Smith duly authorized in the premises, That the said George B. Smith is a Non resident of and now absent from said County and that the facts are as he believes, true P. C. Johnston

Sworn to before me and Signed in my presence this 20th day of June A.D. 1867

A. F. Wilkins C.C.P.

George B. Smith
Against
W. H. Longo

In the Union County Court of Common Pleas

And now coming the defendant by John B. Coats One of the Attorneys of this Court and by Virtue of a Warrant of Attorney Executed by the defendant for that purpose now produced in Open Court and duly proved, waives the issuing and Service of any process herein and Enters the appearance of the defendant and confesses that there is due to the said Plaintiff from the said defendant upon the note mentioned in the Plaintiffs petition, the Sum of Twenty Three Dollars and Ninety Six Cents And Consents that Judgment be rendered against the defendant And in favor of the Plaintiff, for that amount and Costs of this Suit, And by Virtue of the same Warrant of Attorney, all Errors that may occur in rendering of this judgment, the right of Appeal, and the Stay of Execution, are hereby waived by the defendant John B. Coats Atty for the Defendant.

Afterwards to wit on the 21st day of June 1867 the following Entry was made upon the Journal of said Court which reads as follows

Entry

George B. Smith
Against
W. H. Longo

Petition Dec Log. F

This day came the Plaintiff by Johnston & McNeal his Attorneys and filed his petition and thereupon came the defendant by John B. Coats One of the Attorneys of this Court and by Virtue of a Warrant of Attorney Executed by the defendant for that purpose, now produced in Open Court and duly proved waived the issuing and Service of process on him and Entered his appearance herein and confesses that there is due to Plaintiff on the note mentioned in his petition, the Sum of Twenty Three Dollars and Ninety Six Cents and poynets

that judgment be Entered in favor of Plaintiff and against Said defendant for that Amount and for the Costs of this Suit. It is thereupon Considered by the Court that the Plaintiff recover of the defendant W. D. Longs the Said Sum of Twenty Three Dollars and Ninety Six Cents the Sum so Confessed to be due together with the Costs to be taxed at $ by the Clerk and by virtue of the Same warrant of Attorney, all Errors that may occur in the rendition of this judgment the right of appeal, and Stay of Execution are hereby waived

Abbot Baker Randall Clerk

Adelia Johnson vs David Johnson } Pleas before the Hon D. M. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville on this 2nd Day and for the County of Union in the State of Ohio on the 11th day of May A.D. 1867 —

Petition — Now before the Court on the 15th day of January 1867 the following Petition was filed with the Clerk of Said Court which reads as follows to wit

Adelia Johnson Plaintiff } vs David Johnson Defendant } Court of Common Pleas Union County Ohio

The Said Petitioner Adelia Johnson says her maiden name was Adelia Hoby ever — That She was married to David Johnson Defendant on the 4th day of September 1865 and remained to him a dutiful and faithful wife until the Grievances hereafter mentioned to wit, On or about the 18th of Sept 1866 and at divers times before that the Said David Johnson Committed adultery with Ida Hopkins, and before that time and since has committed adultery with Other women whose names are to the Petitioner unknown and on the day of November 1866, took Another woman and Cursed her as his wife and Committed Adultery with her, and left the Petitioner taking Said woman with him and has Gone to Parts of the Country to the Petitioner unknown — and both Ever Since has remained absent from the said Petitioner That She is now and has been a bona fide resident of the County of Union and State of Ohio for more than One year last Past. That She does not now know the residence or Post Office address of Said David Johnson. They have One child Phebe L. Johnson who is living with the Petitioner. The petitioner asks a decree of divorce and change of her name to her maiden name and that She have the Custody of her child Robinson and Robinson

Attys for Petitioner

The State of Ohio } Union County S.S. } I Adelia Johnson being duly Sworn do depose and say the Several allegations of the foregoing Petition are true as I believe

Mrs Delia Johnson

Sworn to before me and Signed in my presence by Adelia Johnson this 15th of January 1867

Baker Randall Clerk

Summons & Proof — Afterward to wit on the 4th day of May 1867 the following Proof of Publication was filed with the Clerk of Said Court which reads in the words and figures following

Divorce Notice. Adelia Johnson vs. David Johnson, Court of Common Pleas Union County, Ohio. The said defendant is notified that said Plaintiff filed her petition in said Court against him on the 15th day of January A.D. 1867 praying for a decree of divorce and change of her name from Adelia Hoby to Adelia Johnson, on the ground of wilful absence of said defendant for more than one year last past, and gross neglect of duty, and adultery, and that said cause will be for hearing on the 4th day of May A.D. 1867 at which time said defendant is notified to appear and answer said petition or the same will be taken as confessed and judgment rendered accordingly. Adelia Johnson By Robinson and Robinson her Attorneys

The State of Ohio } Union County S.S. } I Baker Randall Clerk of the Court of Common Pleas within and for said County do hereby certify that the foregoing is a true copy of the Notice in the case of Adelia Johnson vs David Johnson as the same appears of record in my office

In Testimony whereof I have hereunto Set my hand and affixed the Seal of said Court at Marysville this 4th day of May A.D. 1867

Baker Randall Clerk

Entry — Now at this day the Same coming on to be heard upon the petition of the Plaintiff and the Proof of Publication of Notice to the defendant and the defendant not appearing in person or by Attorney and the Court having heard the evidence in Support of the petition and being fully advised in the premises find that the allegations of the petition are true and that the Plaintiff is entitled to a decree of divorce from the defendant and to the change of her name as prayed for in her petition. It is therefore ordered adjudged and decreed that the bonds of matrimony heretofore existing between the Plaintiff and defendant be and the same are hereby forever dissolved and held for naught and that the Plaintiff be restored to all the rights and privileges of a single woman and that her name be changed from Adelia Hoby to Adelia Hoby her maiden name. It is further ordered that the Plaintiff have the custody of the minor child of the parties to this action Phebe L. Johnson and that the defendant pay the costs of this action taxed at $ for which let execution issue. And it is further ordered that a certified copy of this decree be entered of record in the Journal of this Court

Judge Conklin

asking a decree for divorce, Cause - Adultery by defendant
March 20 1867 Robinson & Robinson Attys for Plff"

The State of Ohio } S. John H Shearer, do make Oath that the ad-
Union County ss } vertisement of which the annexed is a copy was
Published for Six Consecutive Weeks from the 20th day of March 1867
in the Marysville Tribune a News Paper of General Circulation in Union
County Ohio, and of which I am the Editor for said Proprietor
J. H. Shearer

Sworn to And Subscribed before me this 4th day of May A D 1867
Taber Randall Clerk

And afterwards to wit On the 11th day of May A D 1867 the following Entry was
made upon the Journal of said Court which appears as follows to-wit

Entry Adelia Johnson } Divorce
vs.
David Johnson } This day came the Petitioner and made full and Satisfactory proof
of due notice of the filing of the Petition, and the Court being fully
by the testimony of the truth of the Allegation of the Plaintiffs Petition, do Consider
Order and adjudge that the Marriage Contract Existing between the said
Parties be and the same is hereby dissolved and rendered Null and Void, and
the said Petitioner is hereby divorced from the defendant and her Maiden Name restored to her, And the Custody of her said Child Phebe D
Johnson is hereby given to the Petitioner, And it is further Considered
Ordered and adjudged that the defendant Pay the Costs of this proceeding in ten days And in default thereof that Execution issue as upon judgments at Law.

Attest Taber Randall Clerk.

X W W Woods, C. S. Hamilton & Thomas L. Barton vs S. H. Lee, (David Watson & Lib Lee } Pleas before the Hon. R. Monteith Presiding Judge of a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 11th day of May A D 1867

Be it remembered to wit On the 13th day of May A D 1867 the following Petition was filed with the Clerk of said Court which reads as follows to wit

To the Court of Common Pleas of Union County Ohio

W. W. Woods C. S. Hamilton and Thomas L. Barton doing business as Partners under the firm name of "The Bank of Marysville" Plaintiffs vs. S. H. Lee, (David Watson and Lib Lee Defendants. Petition

The Plaintiffs say that they are Partners in business, doing business as Bankers under the firm name of the Bank of Marysville, That on the 11th day of January 1867 the defendants made and delivered to the Plaintiffs as Partners as aforesaid their promissory Note of that date Whereby they promised to pay said Bank of Marysville for Value received Five hundred dollars, Sixty days after date. Said time is Elapsed, And no portion of said Sum has been Paid. In the body of said promissory Note was Contained a Warrant of Attorney, by which defendants Authorized any Attorney at Law to appear in any Court of Record and Confess Judgment against the said defendants or either of them in favor of the holders of said Note for the Amount thereof with Cost of Suit, And to release all Errors and waive all right of Appeal. The following is a copy of said Note and Warrant of Attorney

Maysville Ohio January 10 1867

$500,

Sixty days after date as Principal Debtors we jointly and severally promise to pay to the Bank of Maysville Five Hundred Dollars for value Petition received. And we hereby dispense with demand of payment of this Note and authorize any Attorney at Law to appear for us Or either of us at any time after the same shall become due, in any Court of Record in the State of Ohio or Elsewhere and confess the issuing and service of Process, and confess a judgment against us Or either of us in favor of the Holder or Holders of this Note, for the amount of said Note, and interest payable annually after the same shall become due, together with Cost of Suit, and release all Errors and waive all right of Appeal in this behalf. Witness Our hands and Seals this 11th day of January 1867. (Signed) I. C. Lee (David Watson) (Lib Lee)

50cts Stamp

Revenue Stamp

$2,00.

Pltfs say there is due to them on said promissory Note the Sum of Five Hundred Dollars with interest from the 15th day of March 1867. for which Sum the Plaintiffs demand judgment against the defendants

C. S. Hamilton

State of Ohio Union Co. ss. C. S. Hamilton being sworn, On his Oath says he believes the Statements of the foregoing petition to be true,

C. S. Hamilton

Sworn to by C. S. Hamilton before me and signed by him in my presence this 13th day of May 1867

Taber Randall Clerk

Afterwards to wit on the 14th day of May 1867 the following Entry was made upon the Journal of said Court which reads as follows to wit

Entry

W. W. Woods C. S. Hamilton and Thomas J. Dayton

vs

I. C. Lee David Watson & Lib Lee

Judgment On Cognovit

This day came the Plaintiffs and filed their petition against the Defendants I. C. Lee David Watson & Lib Lee & thereupon came M. C. Lawrence one of the Attorneys of this Court in behalf of the said defendants and by Virtue of a Warrant of Attorney for that purpose Executed and now produced in Open Court and duly proved waived the issuing & Service of Summons and acknowledged that the said defendants are indebted to the Plaintiffs in manner & form as in their petition averred, and confessed that the said defendants are indebted to the plaintiffs by reason of the premises the Sum of Five hundred and Five Dollars, Thereupon it is Considered and adjudged by the Court that the said W. W. Woods, C. S. Hamilton & Thomas J. Dayton recover of the said I. C. Lee, David Watson and Lib Lee the said Sum of Five hundred and Five Dollars and their Costs herein Expended taxed to Dollars And by Virtue of the said Warrant of Attorney all Error is released and all right of Appeal is waived

Attest Taber Randall Clerk

Petition

50 cts Stamps

X

W. W. Woods Et. Als. } Pleas before His Hon. D. Conklin Presiding Judge
vs. } at a Court of Common Pleas begun and held at
D. S. Dillon Et Als } the Court House in Marysville within and for the
County of Union in the State of Ohio On the 14th day of
May 1867

Be it remembered on the 13th day of May A.D. 1867 the following petition was filed in the Clerk's office of said Court which reads as follows

W. W. Woods, C. S. Hamilton &
Thomas F. Burton Partners, doing
business under the firm name of the
Bank of Marysville Plaintiffs } Court of Common Pleas
vs. } Union Co, Ohio
D. S. Dillon, H. C. Purdidge
T. A. H. Titus Defendants } Petition

The Plaintiffs say that they are Partners doing business under the firm name of the Bank of Marysville and that on the 15th day of May 1866 the defendants made and delivered to them their promissory note of that date whereby they promised as principal debtors to pay to the said Bank of Marysville the sum of One hundred and fifty dollars, ninety days after date, Said term has elapsed, and said sum has not been paid, Nor has any portion thereof been paid Except Ninety dollars paid December 19th 1866, On the body of said note there was printed a Warrant of Attorney authorizing the Plaintiffs to take judgment on said note in case the same should not be paid according to the tenor and Effect of said note, The following is a true copy of said promissory note and Warrant of Attorney

$150.00 Marysville Ohio May 15th 1866

Ninety days after date as principal debtors we jointly and severally promise to pay to the Bank of Marysville One hundred and fifty Dollars for Value received And we hereby dispense with demand of payment of this note And authorize any Attorney at Law to appear for us, Or either of us at any time after the same shall become due in any Court of Record in the State of Ohio or Elsewhere and waive the issuing and service of writs, And confess judgment against us Or either of us in favor of the holder or holders of this note, for the Amount of said note And interest Payable Annually after the same shall become due together with Costs of Suits And release all Errors And to waive all right of Appeal in this behalf.

Petition

$50.00 Stamps

Witness Our hands and Seals this 15th day of May 1866 D. S. Dillon Seal
H. C. Purdidge Seal T. A. H. Titus Seal

There is now due from defendants to Plaintiffs on said promissory note the Sum of $65.67/100 for which Sum the Plaintiffs ask judgment against the said defendants and for other proper relief

C. S. Hamilton

State of Ohio Union County ss. C. S. Hamilton being Sworn on his Oath Says that he believes the Statements of the foregoing Petition are true

C. S. Hamilton

Sworn to by C. S. Hamilton before me and Signed by him in my presence this 13th day of May 1867

Faber Kendall Clerk

Entry

And afterwards to wit On the 15th day of May A D 1867 the following Entry was made & on the Journal of said Court which reads as follows

W. W. Woods Et Als
vs
S. S. Dillon Et Als

Confession of Judgment on Cognovit

And now Come the Plaintiffs W. W. Woods, C. S. Hamilton and Thomas D. Burton and file their petition against the defendants S. S. Dillon J. H. Partridge and W. H. H. Titus And thereupon M. C. Summers One of the Attornies of this Court appeared in Open Court in behalf of the said defendants and by Virtue of a Warrant of Attorney for that purpose executed by said defendants and now Produced in Open Court and duly proved waived the issuing and Service of Summons and Acknowledged that the said defendants are indebted to the Plaintiffs in manner and form as the Plaintiffs in their petition allege, And confess that the said defendants are indebted to the Plaintiffs by reason of the premises the Sum of Sixty five 67/100 Dollars. Thereupon it is Considered by the Court That said W. W. Woods, C. S. Hamilton, and Thomas D. Burton recover of the said S. S. Dillon J. H. Partridge and W. H. H. Titus the said Sum of Sixty five 67/100 Dollars and his Costs herein laid out to _____ Dollars, And by Virtue of the Same Warrant of Attorney, All Errors released, and right of Appeal Waived

Attest Fabius Randall Clerk

W. W. Woods Et Als
vs
S. McBratney Et Als

Pleas before his Hon. B. S. Cowden Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 1st day of May A D 1867

Be it remembered on the 15th day of May A D 1867 the following Petition was filed with the Clerk of said Court which reads as follows to-wit

Petition

W. W. Woods, C. S. Hamilton and Thomas D. Burton doing business as Partners under the firm name of "the Bank of Marysville" Plaintiffs

vs

S. McBratney, A. J. Scott, Wm Bloats Defendants

Court of Common Pleas Union Co Ohio

Petition

The Plaintiffs for their cause of action say that they are Partners doing business under the firm name of "the Bank of Marysville" That on the 10th day of August 1866 the said defendants made and delivered to said Plaintiffs their joint and Several Promissory Note of that date whereby they promised to pay to said Bank of Marysville the Sum of One hundred and Ninety 90/100 dollars for Value received, thirty days after date, said period has elapsed and said Sum has not been paid nor has any part thereof except Forty dollars paid and credited on said Note on the 1st day of February 1867, in the body of said Note was written a Warrant of Attorney Authorizing any Attorney at Law to Confess a judgment on said Note in Case defendants failed to pay the same when it became due, The following is a Copy of said Promissory Note and Warrant of Attorney

$ 109 90

Marysville Ohio Aug 10 1866

Thirty days after date we Principal Debtors are jointly and Severally promise to pay to the Bank of Marysville One Hundred and Ninety 90/100 Dollars for Value received And we hereby dispense with the demand of payment of this Note, And Authorize any Attorney at Law to appear for us, or Either of us at any time after the Same shall become due, in any Court of Record in the State of Ohio or Elsewhere, And waive the issuing and Service of process and Confess judgment against us, or Either of us in favor of the holder or holders

of this Note, for the Amount of Said Note, And interest Payable Annually after the Same Shall
Become due, together with Costs of Suit, And Release all Errors And waive all right of Appeal
in this behalf. Witness Our Hands And Seals this 10th day of August 1866
S. McBratney Seal Aff Scott Seal John B. Coats Seal

There is now due to Plaintiffs from Defendants On Said Promissory Note the Sum of Seventy One
82/100 Dollars with interest From February 11th 1867, for which Sum with interest the Plain-
tiffs ask Judgment, And for Other And Further Relief. L. S. Hamilton

State of Ohio Union Co, SS, L. S. Hamilton being Sworn Says That the Statements of the
Foregoing Petition are true as he believes L. S. Hamilton

Sworn to by L. S. Hamilton before me And Signed by Him in My Presence this 13th day
of May 1867 Faber Randall Clerk

Entry Afterwards to wit On the 14th day of May A.D. 1867, the following Entry was
Made on the Journal of Said Court which reads as follows to wit

W. W. Woods Et. Al
vs.
S. McBratney, Aff Scott &
John B. Coats

Judgment on Warrant of Attorney

This day came the Plaintiffs, W. W. Woods, L. S. Hamilton &
Thomas D. Burton and filed their Petition against the defendants S. McBratney
Aff Scott and John B. Coats And thereupon came McL. Pearson One of the Attorneys of this
Court in behalf of Said defendants And by Virtue of a Warrant of Attorney for that Pur-
pose Executed And now produced in Open Court & duly proved to and the Issuing and
Service of Summons And acknowledged that the Said defendants are indebted to the Said
Plaintiffs in Manner And form as in their Petition averred, And Confessed that the Defend-
ants are indebted by Reason of the premises the Sum of Seventy three 35/100 Dollars
Whereupon it is Considered And adjudged that the Plaintiffs W. W. Woods L. S.
Hamilton & Thomas D. Burton recover of the Said S. McBratney, Aff Scott & John B. Coats
Said Sum of Seventy three 35/100 dollars And Costs of Suit taxed to dollars, And
by Virtue of the Same Warrant of Attorney, all Errors released And all right of Appeal waived

Attest Faber Randall Clerk

L. D. Broome } Pleas before the Hon. D. J. Caughlin Presiding Judge of a Court of
vs } Common Pleas for Said County And held at the Court House in Marysville within
Nelson Cone } and for the County of Union in the State of Ohio On the 4th day of May 186
Thereupon to wit On the 6th day of April 1867 the following Petition was filed
with the Clerk of Said Court which reads as follows to wit

L. D. Broome Plaintiff
vs
Nelson Cone Defendant

Court of Common Pleas of Union
County Ohio

Petition

The Plaintiff Says, The defendant Nelson Cone being
Seized in Fee Simple of the following described Premises or Tract of land Situate in Union
County Ohio to wit Part of Survey No. 1440 on the Waters of Darby Creek and
Bounded and described as follows, Beginning at an Ash, Oak and Hickory, North
Westerly — of James A. Berry's Land And South Easterly Corner of Stephens on Berry's
Land, thence with Said Stephenson Berry's line S 65° W. 270 Poles to An Ash, Elm And Maple
South Westerly Corner of Said Stephenson Berry's Land in the line of the Original Survey

thence with said line Connecting the bounds S 36° 30' E 138 Poles to three Sugar trees thence N 58 3/4 E 2 on Pole to a Stake, thence N 3 W 20 Poles to an Ash and Hornbush, thence North 20° E 36 Poles to a Small Walnut, Between two Bur Oaks, thence N 18 W 29 Poles to the beginning Containing One Hundred and Seventy Six And One third Acres be the same more or less, And by his deed of Conveyance dated On the 4th day of September A.D. 1860, and which was duly Recorded in the County of Amin On the 5th day of September A.D. 1860 (a Copy of which is here to Annexed) Convey said premises or Land & Lands to the Plaintiff his heirs and assigns Subject to a proviso for redemption thereof in case the defendant should pay to the Plaintiff the Amount of three several Promissory Notes therein mentioned, and described as follows, One Note for One Hundred Dollars dated April 23d 1855, One Note for Two Hundred Dollars dated December 5th 1855 and One Note for One Hundred and Thirteen dollars dated Sept. 4th 1860, (a Copy of which last Mentioned Note is here to Annexed Marked "A", And is now Overdue) All of which three several Promissory Notes were Payable to the Plaintiff by the defendant or Bearer, with interest from date at the rate of ten per Cent Annually untel Paid, And said last Mentioned Note being Payable in One Year after the date thereof, And was given as aforesaid for interest that had then accrued and remained Unpaid on two certain Promissory Notes therein first mentioned, According to the true Effect and Terms of said Notes, Plaintiff further says that the defendant on the 6th day of August A.D. 1864 Executed and delivered to the Plaintiff his Note of Hand for the Sum of Fourteen and Dollars being the principal due on the first two Notes mentioned in said deed of Conveyance, And On the 4th day of September in the year A.D. 1864 the said defendant Executed and delivered to the Plaintiff his Other promissory Note of that date and thereby promised to Pay to the Plaintiff or Bearer the Sum of One Hundred and Seventy Two dollars with interest at the rate of ten per cent Annually which said last Mentioned Note was Executed and delivered as aforesaid, for and in Consideration of the interest then due and accrued on the said three Notes mentioned in said deed of Conveyance, And the Plaintiff then delivered to the defendant the said two Notes, On which the principal had been paid as aforesaid, And Endorsed On the last Note Mentioned in said deed of Conveyance, the Payment of the interest to the 4th day of September 1864, Said Note to Be Executed and delivered by defendant to Plaintiff for the interest accrued as aforesaid, Expressed in the terms and Conditions, That when Paid with the interest as aforesaid Set forth it was to be Payment in full of the interest on said Note to the date aforesaid, Plaintiff further says That said last mentioned Note Overdue and wholly unpaid (a Copy whereof is here to Attached Marked "B") And the said Note last mentioned in said deed of Conveyance is also unpaid, Except as Endorsed thereon as herein before alleged, Plaintiff says That said deed of Conveyance has become absolute, And that there is due and remaining unpaid upon said indebtedness the Sum of Two Hundred and Eighty six dollars with interest from the 4th day of September A.D. 1864, at the rate of ten per Cent Annually Plaintiff therefore prays a decree for the Sale of said premises or tract of land and the application of the proceeds to the Payment of said Promissory Notes, And for other and Equitable relief in the premises

John B. Coale Attorney for Plaintiff

The State of
he believes
sworn to by
6th day of
D. 1865

Nelson

Brief of Opinion
November
1864

And Thereupon
the following
The State
to Notify
of Summon
Clerk
Judge pre
Summons

L.S.

to the Def

Affidavit
Order of Pu
E. D. Bro

Entry

Nelson

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principal

The State of Ohio Union County ss. R. D. Broome Plaintiff being duly sworn says he believes the facts stated in the foregoing Petition to be true R D Broome
Sworn to by the said R D Broome before me and subscribed by him in my presence this
6th day of April A D 1867 Taber Randall Clerk
R D Broome Plaintiff Court of Common Pleas
against of Union County Ohio
Nelson Cone Defendant

Issue a Summons for Nelson Cone to the Sheriff of Union County Ohio, returnable according to law, Amount claimed, Two Hundred and Eighty Six Dollars with interest from the 4th day of September 1864 John Bloar Attorney for Plaintiff

And thereupon the following writ of Summons was issued by the Clerk which with the return and Endorsement of the Sheriff thereon is hereto annexed and is in the following

Summons

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify Nelson Cone that he has been sued by R. D. Broome in the Court of Common Pleas of Union County, and that unless he answer by the 4th day of May A. D. 1867, the Petition of the said Plaintiff against him filed in the Clerks Office of said Court, a true Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 15th day of April A D 1867. Taber Randall Clerk of said Court and the Seal thereof this 6th day of April A D 1867

(Seal) Taber Randall Clerk by [illegible]

Rec'd, this writ April 8 1867, Served April 8th 1867 by delivering to the defendant a certified copy of this writ Total Fee $1.73

D. B. Shelpley Sheriff

Afterward to wit On the 15th day of May A.D. 1867, the following Entry was Made and Spread upon the Journal of said Court in which proceedings as follows to wit

Entry

R. D. Broome Plaintiff
against
Nelson Cone Defendant

Petition
On Note and Mortgage

And now Comes the said R D Broome Plaintiff by John Bloar his Attorney and the said Nelson Cone defendant still failing to demur or answer to the petition of the said Plaintiff and Upon this Cause is submitted to the Court it is therefore Considered by the Court that the Plaintiff Ought to recover the Amount due from by reason of the premises, And the Court with the Consent of the Plaintiff find that Sum is due from the said defendant to the said Plaintiff on the Note and Mortgage in the Petition Set forth the Sum of Three Hundred and Sixty four Dollars and Thirty One Cents, It is therefore Considered, Ordered & Adjudged by the Court that the said Plaintiff recover of the said defendant said Sum of Three Hundred and Sixty five Dollars and Thirty One Cents with the interest thereon at the rate of ten per Cent Annually according to the tenor, Effect and terms of said Note and Mortgage, And also his Costs laid to Dollars and Cents, And it is further Ordered and Adjudged by the Court that in case the said defendant fails for ten days from the close of this term of the Court to pay to the said Plaintiff the said Sum of Three Hundred and Sixty Five Dollars and Thirty One Cents so as aforesaid found due with the Costs of Suit, An Order issue to the Sheriff of this County who is hereby appointed Special Master for that purpose Commanding him to Cause the said Lands and tenements in said

Petition describe to wit Situate in said County of Union part of Survey No. 1440 Beginning at an Ash, Oak and Hickory N.W. Corner of Jos. A Curry's land, and South Easterly Corner of Stevenson Curry's land, thence with said Stevenson Curry's line S 63¾ 270 Poles to an Ash, Elm and Maple, Southwesterly Corner of said Curry's land in the line of the Original Survey, thence with said line Connecting the Corner S 36¾ E 138 Poles to three Hickories thence W 38¾ E 20 Poles to a Stake, thence S 2¼ 20 Poles to an Ash and Thornbush, thence W 2¼ E 36 Poles to a Small Walnut in brush Bank, thence N 15¾ W 79 Poles to the Beginning, Containing One Hundred and Seventy Six and One third acres more or less. To be appraised, advertised and Sold according to law and apply the proceeds of such Sale in Satisfaction of said Judgment and Costs to be Collected as Commanded.

Taken Randall Clerk

D. H. B. Brooks } Plea before his Honor B. S. Conklin Presiding Judge of the Court of Common
vs } Pleas began and held at the Court House in Marysville within and for
B. S. Dillon } the County of Union in the State of Ohio On the 15th day of May A.D. 1867.

Petition Be it remembered On the 6th day of April A.D. 1867 the following Petition was filed on the the Clerk of said Court which reads as follows to wit

D. H. B. Brooks, Alexander Houston & William M. Slack
Partners in Business as D. H. B. Brooks Plaintiffs

Against

B. S. Dillon Defendant } Court of Common Pleas
Union County Ohio

50 00 Stamps Petition

The Plaintiffs say that they are Partners in Business under the firm name of D. H. B. Brooks and that the Defendant B. S. Dillon on the 20th day of February 1866 Made his promissory note in writing of that date and then delivered the same to Plaintiffs and thereby promised to pay the Plaintiffs the Sum of Ninety four & 33 Dollars On or before the first day of April, Ensuing and in tendering thereby the first day of April 1866) A Copy of said note is here to attached and Made a Part hereof, Which note is now due and wholly unpaid, and there is now due on said note the Sum of Ninety four & 33 dollars with interest from the first day of April 1866, Upon which Sum at the date of filing this petition amounts to One hundred & 8 Dollars Wherefore Plaintiffs ask Judgment against said Defendant for said Sum of Ninety four & 33 Dollars with interest from the 1st day of April 1866.

Porter & Sterling Attys for Plaintiffs

The State of Ohio Union County ss A. Thomas Sterling being duly Sworn says that he is One of the Attorneys for the Plaintiffs in this Case duly Authorized in the premises, that this Petition is founded upon a written instrument for the Payment of money only, and is now in possession of Affiant, And that the Plaintiffs are all Non-residents of Union County Ohio and all Now absent therefrom, Affiant further Makes Oath that he believes the facts Stated in the foregoing Petition to be true

A. Thomas Sterling

Sworn to by A. Thomas Sterling before me and Signed by him in my presence this 6th day of April 1867

Taken Randall Clerk

One cipo To the Clerk Union Com. Pleas. Issue a Summons returnable according to Law, against the defendant in this Case, Endorse, "Amt. Claimed on Note $94.33 with interest from April 1st 1866"

Porter & Sterling
Attorneys for Plaintiffs

Summons

And thereupon the following writ of Summons was issued by the Clerk of said Court which with the return Endorsement of the Sheriff, regels in the words and figures following
The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify D.S. Dillon that he has been sued by W.B. Brooks, Alexander Houston & William G. Slade Partners in business as W.B. Brooks in the Court of Common Pleas of Union County And that unless he answer by the 4th day of May A.D. 1867 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons on the 15th day of April A.D. 1867

Witness Taber Randall Clerk of said Court And the Seal thereof at Marysville this 6th day of April A.D. 1867

Taber Randall Clerk U.C.P.

L.S.

Rec'd this writ April 10th 1867. Served April 13 1867 by delivering to the defendant a certified Copy of this writ Total Fee $2.13

J.C. Whelpley Sheriff

Afterward to wit On the 14th day of May A.D. 1867 the following Entry was made upon the Journal of said Court which reads as follows to wit -

Entry

W.B. Brooks
vs.
D.S. Dillon

This day came the Plaintiffs by Porter and Sterling their Attorneys And the said D.S. Dillon having failed to answer or demur to Plaintiffs Petition, it is Considered that the said W.B. Brooks Ought to recover of the said D.S. Dillon the Sum of One Hundred and Six Dollars in the Petition mentioned, It is therefore Considered and adjudged that the said W.B. Brooks Recover of the said D.S. Dillon said Sum of One hundred & 6/100 Dollars together with their Cost in this behalf Expended taxed at $

Attest Taber Randall Clerk

X

E.R. Southwick
vs
D.S. Newcomb &
Hannah Newcomb

Be it remembered that on the 14th day of May A.D. 1867 before His Honor J. Bond Olin Presiding Judge at a term of Common Pleas began and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 14th day of May A.D. 1867

Be it remembered that on the 6th day of April A.D. 1867 the following petition was filed with the Clerk of said Court which reads as follows -

E.R. Southwick Plaintiff
against
D.S. Newcomb &
Hannah R. Newcomb
Defendants

Court of Common Pleas
Union County Ohio

Petition

The said Plaintiff says there is due to him from the said defendants (on the promissory Note a Copy of which is here to attached) the Sum of One hundred and fifty dollars with interest from April 1 1867 -

Therefore the Plaintiff asks for judgment against the said defendants for said Sum of One Hundred and fifty Dollars with interest from April 1st 1867. Second - The said Plaintiff says that on the 3d day of August 1866, the Plaintiff Conveyed by deed in fee Simple to said Hannah R. Newcomb wife of D.S. Newcomb the following real Estate Situate in the Village of Marysville Ohio to wit the west half of Lot No 36 according to a plat of said town

Beginning at the North East Corner of said lot, thence South easterly 8 Rods along the East
line of said Lot Sold by B. H. Cozatt to Elizabeth and Nancy Wood thence Easterly 3 Rods 20
links thence N. 8 Rods to the West line thence W. 3 Rods and 20 links to the beginning, Con-
taining 1 1/2 of an acre more or less - That the Consideration for the same was Seven hun-
dred dollars, One Hundred of which was Paid And the remaining Six hundred were Given
by Defendants of Even date, the first for One Hundred And fifty dollars, due April 1
1867, One for two hundred and twenty five dollars due April 1, 1868, And One for two hund
red and twenty five dollars due April 1st 1869, And to Secure the Payments of said Notes
the said Hannah & Newcomb, Executed and delivered to the Plaintiff Her Mortgage dated
for said Premises with a Condition of Defeasance by the Payment of said Notes at the
time aforesaid, The Plaintiff says he has a Valid lien As a Vendor on said Lots, The Plain
tiff Says he has been informed that said Mortgage deed should have been signed
also by the said E. Newcomb, which by Mistake he did not
do, The said One Hundred and fifty dollar Note is Past due and not Paid, And
all of said Notes are Still the property of the Plaintiff, Therefore the Plaintiff asks
that said Mortgage deed be reformed And by Decree as a Valid Mortgage &
that an Order of Sale be granted for the Sale of said Premises to Satisfy the said claim
of the Plaintiff Therein And that such Other Relief be Granted as may be proper.

Robinson And Robinson Atty's for Plaintiff

The State of Ohio Union County ss. E. K. Southwick Plaintiff being duly affirmed
doth Depose and Say That the several allegations of the foregoing Petition are true
as he believes

E. K. Southwick

Affirmed to before me and Signed in my presence by E. K. Southwick this
6th of April 1867

Taben R. Randall Clerk

Petition

Issue Summons to the Sheriff of Clark County Ohio And Endorse, "Suit on Note
and Mortgage for $150 with interest from 1st of April 1867, And Enforce lien for Notes
not due"

Robinson And Robinson Attorneys for Plaintiff

Mortgage

Thereupon the following writ of Summons was issued by the Clerk of said Court which
reads as follows

The State of Ohio Union County ss. To the Sheriff of Clark County, You are
Commanded to Notify J. Newcomb and Hannah N. Newcomb that they
have been sued by E. K. Southwick in the Court of Common Pleas of Union County
and that unless they Answer by the 1st day of May A.D. 1867, the Petition of the
said Plaintiff by Attorneys filed in the Clerks Office of said Court such
petition will be taken as true and Judgment rendered accordingly

Summons

One fee

You will Make due Return of this Summons on the 15th day of April A.D. 1867

Witness Taben R. Randall Clerk of said Court and the Seal thereof this
6th day of April A.D. 1867

Taben R. Randall Clerk U.C.P.

Seal

Sheriff Return, "Received this writ April 8th 1867 - In Obedience to the Command
thereof I served the same on J. Newcomb and Hannah Newcomb by delive-
ring to Each a Certified Copy of this writ On the 11th day of April 1867
Total Sheriffs Fees $1,50

C. Albin Sheriff Clark Co,

Afterward to wit on the 1st day of May A.D. 1867 the following Entry was
was Made upon the Journal of said Court to which reads as follows

E. K. Southwick } This day Came the Plaintiff by his Attorneys and the Defendants
J. Newcomb & wife } Came not And Made default - And Thereupon Plaintiff
Only demanding a Jury the Cause was Submitted to the

Court. Whereupon the Court being fully advised in the premises do find the Allegations of the Petition to be true. It is therefore Considered Ordered and Adjudged that the Said Court Continue to be a Mortgage be foreclosed as Prayed for in the Petition, And that the Plaintiff Recover On the Note in the said petition described as due the Sum of $ 157, And his Costs herein Expended taxed to $ And it is further Ordered that an Order of Sale issue to the Sheriff of this County who is appointed Special Master for that purpose Commanding him to appraise, advertise and Sell the Real Estate in said Petition described according to law

Attest Taber Randall Clerk

Reuben Barnett vs E. Hammond

Plea before the Hon. S. Conklin Presiding Judge of the Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 25th day of June A.D. 1867

Be it remembered that on the 18th day of May A.D. 1867 the following Petition was filed with the Clerk of said Court which reads in the words and figures following to wit

Reuben Barnett Plaintiff vs. E. Hammond Defendant

Court of Common Pleas Union County Ohio

Petition

Petition

Plaintiff says that there is due him from said Defendant on the promissory note a Copy of which is sent attached the Sum of three hundred and forty dollars with interest from Feby 26th 1867 Therefore Plaintiff asks judgment against said defendant for said Sum of three hundred and forty dollars with interest thereon from Feby 26th 1867

Robinson and Robinson Attorneys for Plaintiff

The State of Ohio Union County ss. J. M. Robinson being duly sworn deposes and says I am Plaintiff Attorney in the above xxxx action and the said action is for money only on a promissory note sueing in my possession and believe the several allegations of said petition are true

J. M. Robinson

Sworn to before me and signed in my presence by J. M. Robinson this 18th of May 1867

Taber Randall Clerk

Order

Let Summons and Endorsement issue for $340, with interest from Feby 26th 1867

Robinson and Robinson Attorneys for Plaintiff

Summons

Thereupon the following writ of Summons was issued by the Clerk of said Court which with the Endorsements of the Sheriff thereon reads as follows to wit

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify E. Hammond that he has been sued by Reuben Barnett in the Court of Common Pleas of Union County and that unless he Answer by the 15th day of June A.D. 1867 the Petition of the said Plaintiff Against him filed in the Clerks Office of said Court Such Petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons on the 27th day of May A.D. 1867. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 18th day of May A.D. 1867. Taber Randall Clerk

Served this writ May 18, 1867, Served May 20, 1867, by leaving at the residence of the defendant a certified Copy of this writ. Total Fee $ 1.77

B. B. Whelpley Sheriff

Afterward to wit On the 20th day of June A.D. 1867 the following Entry was made upon the Journal of said Court which reads as follows to wit:-

Reuben Bennett }
vs. } Civil Action
E. I Hammond }

This day came the Plaintiff but the defendant came not & made default and thereupon this Cause was submitted to the Court and the Court being fully advised in the premises do find for the Plaintiff and find there is due the Plaintiff from the defendant the Sum of Three Hundred and Forty Eight dollars on the note in the Petition described, It is therefore Considered, Ordered and adjudged that the Plaintiff recover of the defendant said Sum of Three Hundred and Forty Eight Dollars and his Costs herein Expended taxed to $

Attest Nelson Randall Clerk.

Entry

Thomas H. McBride }
vs. } Plea before His Honor A. J. Hamblin Judge presiding Judge
John R. Stewart } of Court of Common Pleas began and held at the Court House in
Marysville within and for the County of Union and State
of Ohio On the 6th day of May 1867

Be it known to wit On the 12th day of March 1866 the following Motion was filed with the Clerk of said Court which reads as follows to wit

Motion to dismiss defendants appeal

Thomas H. McBride Plaintiff }
against } Court of Common Pleas
John R. Stewart Defendant } Union County Ohio
Motion to dismiss appeal

The Plaintiff moves the Court to dismiss the appeal of defendant in this cause because 1st The undertaking given by said appellant is not conditioned that the appellant will prosecute his appeal to Effect, and without unnecessary delay 2d That said undertaking is not conditioned that if judgment be adjudged against appellant on appeal he will satisfy such judgment and Costs.

Porter and Sterling Attorneys for Plaintiff

Afterwards to wit on the 9th day of April A.D. 1866, the following Motion was filed with the Clerk of this Court which reads as follows

Thomas H. McBride } Court of Common Pleas
vs. } Union County Ohio
John Stewart } Motion

Motion

And now Comes the said John Stewart by his Attorneys Reid and Randall and moves the Court here for security in this Case for the following reason: 1st Plaintiff in this action has become a non resident of the County in which the aforesaid action is brought

Reid and Randall Defendants Attorneys

Entry

Afterward to wit on the 10th day of May the following Entry was made upon the Journal of said Court which reads as follows to wit

Thomas McBride } On Motion John Stewart was given leave to file an Amended
vs. } Petition Bond in thirty days from the rising of this Court, and on Motion
John Stewart } of John Stewart the said Thomas McBride was required to give
Security for Costs in Sixty days from the rising of this Court and came

Continued

Entry

Afterwards to wit on the 8th day of Nov. 1866 the following Entry was made upon the Journal of said Court which reads in the words and figures following to wit

Thomas H. McBride
vs
John H Stewart } Motion of defendant for an order requiring Plaintiff to Give Security for Costs in Dec'mber, Plaintiff Husband to file his petition in thirty days from rising of Court then came

Continued. and on the 21 day of December 1866 the following Petition was filed for the the Clerk of said Court of Common Pleas which reads as follows to wit

Thomas H. McBride Plaintiff } Court of Common Pleas
against } Union County Ohio
John H Stewart Defendant } Petition

Petition

The Plaintiff says that the defendant on the 1st day of July A.D. 1865 And On divers Other days and times between that day and the Commencement of this action, unlawfully And with force broke And Entered the close of the Plaintiff the same being in his possession and situate in Dover Township Union County Ohio, And threw down the Stewart fence, And then and there unlawfully cut down, took and carried away thirty five bushels of Wheat the property of the Plaintiff of the value of Forty & 75/100 Dollars And defendant converted and disposed of the same to his own use, And thereby prevented the Plaintiff from having the use, benefit and Enjoyment thereof And other wrongs then and there did to the damage of the Plaintiff of Forty & 75/100 Dollars, Wherefore the Plaintiff brings his suit and prays judgment against the defendant for said sum of Forty and 75/100 Dollars his damages so by him sustained with interest on said sum from the 1st day of July 1865, And for other proper relief

Porter & Sterling Attys for Plaintiff

State of Ohio } The Plaintiff Thomas H. McBride being duly sworn says that he believes
Union County ss } the facts stated in the foregoing petition to be true Thos. McBride
Sworn to by Thomas H. McBride before me and signed by him in my presence this 21st day of Dec. 1866

Jabez Randall Clerk

And afterwards to wit on the 24th day of Dec. 1866 the following Answer was filed in the Clerk of said Court which reads as follows

Thomas H. McBride Plaintiff } Court of Common Pleas
against } Union County Ohio
John H. Stewart Defendant } Answer

Answer

The defendant says that he denies that he unlawfully and with force broke And Entered the Plaintiffs close, And Carried away thirty five bushels of Wheat belonging to Plaintiff, But says that the defendant Entered the premises aforesaid in a lawful manner, the same belonging to the defendant, in his occupation and Cut and Carried away And appropriated to his own use about Fifteen bushels of merchantable Wheat the same belonging to said defendant by virtue of a contract with the Plaintiff, in which Plaintiff as the Assignee of One Hiram McBride agreed to turn said Wheat over and did turn the same over to defendant in liquidation of a claim held by defendant against the said Hiram McBride. 2 For further answer to the Plaintiffs Petition by way of Counter Claim Defendant says that he sentered to Hiram McBride agreed with the Plaintiff the premises described in the Petition aforesaid, That the said Hiram McBride agreed to manure drain the said land and to seed the same with a crop That the said Hiram McBride failed to comply with the terms of said Contract but sowed the Wheat by hand and did neither manure or drain the land. By reason of which failure to comply with the terms of said Contract, but about One half of a crop was produced to the damage of defendant in the sum of Eighteen dollars

3d Defendant further says That as part of said Contract aforesaid with Abram McBride, Out of which this action grew, the said Abram McBride agreed that the said McBride should have the One half of about fifteen acres of Corn on the Thorn, the said McBride to have the One half in the Shock, and that before the Corn was divided the said Abram McBride carried away and appropriated to his own use by the aid of said Corn to defendants damages $ 20.00 That in all defendant has been damaged in the Sum of $ 38.00 for which said Sum of Thirty Eight Dollars he asks judgment against the Plaintiff for the costs of this action

Rich and Randall Defendants Attorneys

State of Ohio Union County ss. John D. Stewart being first duly sworn says the allegations and facts in the foregoing Answer are true as he verily believes

John D. Stewart

Sworn to before by John D. Stewart and Signed by him in my Presence this 24th June 1866

Jeffn Marshall Clerk

And on the 6th day of May A.D. 1867 the following Entry was made upon the Journal of said Court in the words as follows

Thomas D. McBride } This day came the Parties by their Attorneys and
vs } Submitted this Cause to the Court upon the issue
John D. Stewart } joined between the Parties and the Court being fully
advised in the premises do find that the said John D. Stewart
is guilty in manner and form as the said Thomas D. McBride in his Complaint
against him, and assess the damages of the said Thomas D. McBride by reason
of the premises to Fifteen dollars. Therefore it is Considered and Adjudged
that the said Thomas D. McBride recover of the said John D. Stewart the
said Sum of Fifteen Dollars his damages aforesaid, And also his Costs herein
Expended taxed at Dollars

Attest John Randall Clerk

William Goff } Now before the Hon R. Hamblin Presiding Judge at
vs } a Court of Common Pleas began and holden at Marysville
Mary E. Goff } the Court House in Marysville within and for said County
of Union in the State of Ohio On the 29th day of June A.D. 1867
Came to be set on the 5th day of April A.D. 1866 the following Petition was filed with
the Clerk of said Court which reads as follows to wit

Petition

William Goff Plaintiff.
Against
Mary E. Goff Defendant } Petition

50 cts Stamps

The Plaintiff says that he is now, and has for more than One year last Past a bona fide resident of said County of Union, That on or about the 1st day of Sept 1856 he was married to the defendant, and That he has Ever Since Conducted himself towards her as a faithful and affectionate husband, The defendant disregarding her marital duties On or about the day of June 1864 and at divers times was guilty of Adultery with persons unknown to the Plaintiff

The Plaintiff prays that he may be divorced from the said defendant and that he may have such other and further relief as justice may require

R. Hamilton Attorney for Plaintiff

Entry

Summons

Entry

Cond Petition

State of Ohio Union County ss

William Goff being Sworn says the Statements of
The foregoing Petition are true Wm Goff.
Sworn to by William Goff before me and Signed by him in my presence
this 5th day of April 1866 A.F. Wilking J.P.

Recipe — To Taber Kendall Clerk — Issue Summons to Sheriff of Union and Champaign County returnable according to law. Endorse "Fees Prayed for"

Afterward to wit on the 7th day of April A.D 1866 the following writ of Summons was issued by the Clerk of said Court which reads in the words and figures following

Summons

The State of Ohio Union County ss. To the Sheriff of Our Said County Greeting

We Command you that you Summon Mary E. Goff to be & Appear before the Judge of Our Court of Common Pleas at the Court House in the 7th day of May next to Answer a Petition for Divorce Exhibited against her by Wm Goff And this She Shall in no wise Omit under the Penalty of Ord Thereof and have you then and there this writ Witness Taber Kendall Clerk of Our said Court of Common Pleas and the Seal of Said Court at Marysville this 7th day of April A.D 1866 Taber Kendall Clerk

(L.S.)

Received this writ April 8th 1866, Served On April 14th 1866 by delivering to the defendant a certified Copy of this writ also a Copy of the Petition

Fees Total $1.77 D. B. Whelpley

And afterward to wit on the 6th day of July 1866 the following Entry was made upon the Journal of Said Court which reads as follows to wit

Entry

William Goff
vs
Mary E. Goff } In Divorce

On Motion to the Court the Plaintiff has leave to file an Amended Petition in Twenty days from this date And Cause Continued

Afterward to wit On the 16th day of July 1866 the following amended Petition was filed with the Clerk of Said Court and reads in the words and figures following

William Goff Plaintiff } Court of Common Pleas
vs Union County Ohio
Mary E. Goff Defendant } Amended Petition

Amend Petition

By leave of the Court the Plaintiff now Comes and Amends his Petition and Says. The Plaintiff now is and for more than a year last Past has been a bona fide resident of the County of Union; That On or about the 1st of September 1856 he was Married to the defendant, and has Conducted himself towards her as a faithful and affectionate husband — The defendant during said Marital duties in this that She Much has been guilty of Gross Neglect of Duty. The Plaintiff Prays that he may be divorced from the said defendant and That he May have such Other and further relief as is Proper in the Premises. D. Hamilton Attorney for Plt

State of Ohio Union County ss. William Goff being Sworn says the Statements of the foregoing Petition are true Wm Goff.
Sworn to by William Goff before me and Signed by him in my presence
July 16th 1866 Taber Kendall Clerk

Answer

And afterward to wit On the 24th day of August 1866 the following Answer was filed with the Clerk of said Court of Common Pleas which is as follows

William Goff
vs
Mary E. Goff } In Com Pleas Cuyahoga County
Mary E. Goff } In Divorce

In the Amended Petition of Plaintiff as well as to the Original Petition And says that he is not guilty of any of the charges in said Petition alleged against her

Cole & Cole & Sol. Corwin Attys for Defendant

Entry

Afterward to wit On the 25th day of October 1866 the following Entry was made upon the Journal of said Court which reads as follows

William Goff
vs
Mary E. Goff } Divorce

On Motion to the Court by Defendants and By Consent of Parties, It is Ordered decreed and adjudged that the Plaintiff pay to the defendant as Alimony Pendente Lite the Sum of One hundred dollars & forty Three $\frac{33}{100}$ dollars in Hand And Sixty Six $\frac{66}{100}$ dollars in thirty days from this date, And in default of said payments that Execution issue therefor As upon judgments at law

And Afterward to wit On the 27th day of Nov. A.D. 1866 the following Entry was Made on the Journal of said Court of Common Pleas which reads in the words and figures following to wit

William Goff
vs
Mary E. Goff } Petition for Divorce

This day this Cause came on to be heard upon the Petition And Evidence And the Court being fully advised in the premises Do find That the said Mary E. Goff hath been guilty of gross neglect of duty as in the Amended Petition alleged. Wherefore it is considered and adjudged, That the Marriage Contract and relation heretofore Existing between the said William Goff and the said Mary E. Goff be and the same is hereby annulled and dissolved And the said Petitioner is divorced from the said defendant, And it is further considered and adjudged by the Court That the said defendant Mary E. Goff recover of the said Petitioner after sixty days the Sum of Two hundred dollars Alimony in addition to the allowance of $100 pending suit and costs of Suit taxed to dollars and in default of Payment that Execution issue therefor as upon judgments at law

Attest Taken Randall Clerk

Petition

Entry

Answer

Entry

Petition

$2.50
6 cts
Stamps

X

John Countright } Pleas before Obs Olson Judge Franklin Township Antrim
Against } County of Common Pleas begun and holden at the Court House in
Barton H Picket } Mayersville Mt Vernon for the County of Knox in the
State of Ohio On the 8th day of May A D 1867

Knox Co to wit — } On the 8th day of November A D 1866 the following Entry was
Made for Record in the Journal of Said Court which reads as follows to wit

Entry John Countright }
vs } On Motion to Strike Out Judgt of Dismissal
Barton H Picket } Motion Granted & Pltf pays Costs of Def Order Attachment
Writ of Attachment & Garnishee Petition in Bankruptcy Issued
Copy Cos Summons, Amt Bond to Answer in Duty Sworn to

Affidavit to wit On the 5th day of December A D 1866 the following Petition was
filed in the Clerk of Said Court which reads in the words and figures following

John Countright Plaintiff } Court of Common Pleas
vs } Petition and for Knox County Ohio
Barton H Picket Defendant } Petition

The Said John Countright Plaintiff Complaining of
the Said Defendant Barton H Picket and says That this Action is brought
into this Court by Attachment from the Docket of L. A. Wells J P And the Said
Defendant is indebted to the Said Plaintiff in the Sum of Seven ty
three dollars for and On Account of the following claim and demand
That is to say the Plaintiff Contracted with Said Defendant on or about the Occupancy
for the Period of Fifteen Months from the first day of February A D 1866
Plaintiff — the Above Garden, Stable, Waggon Shed, Corn Crib & Other Build
ings with the Use of Water, together with Pasture for Colt, Horse and Horses
with Use of Sugar Camp for Making Sugar, and Firewood, the Property of
Said Plaintiff Commencing On or about the 16th day of September A D 1865
and Ending April 16th 1866, at the Rate of Three dollars and fifty Cents per
Month which would be Sixty Six dollars and fifty Cents, And for the Amount of
Five dollars the Value of Manure hauled off the Said Farm by Defendant, Also
for the Value & Price of two trees Taken by Defendant from Plaintiff on or about
Said the 15th day of March by the Potters. That Premises of Said Plaintiff Occupied
and used by Said Defendant aforesaid and Situated in Monroe Township Knox
County aforesaid, There are No Credits to be given on Said Account, Claim and Demand
of Claim aforesaid, There is due the Plaintiff On the Said Account, Claim & Demand
aforesaid from Said Defendant the Sum of Seventy three dollars with the Interest
thereon from the first day of January A D 1867 for which Amount aforesaid Said
Plaintiff Asks Judgment against Said Defendant

By Reid & Eaton his Attorneys

Lyman T Glick being first duly Sworn according to Law Says That he is the
Agent of the Plaintiff John Countright in this Action, And That Said John Countright is
now absent from Delaware and Knox Counties, And That this Affiant therefore makes
this Verification And Says That he believes the Statements & Allegations Contained
in the foregoing Petition are true

Lyman T Glick

Sworn to and Subscribed by the Said Lyman T Glick before me and in my presence
this 5th day of December A D 1866, Witness my Hand and Notarial Seal

T E Power

Notary Public

[L S]
6 cts
Stamps

afterward to wit on the 5th day of January 1867 the following Answer of Barton
Pickett was filed in the Clerk of said Court which is fyled as follows to wit
John Coultright Plaintiff } Court of Common Pleas Union County Ohio
vs
Barton B. Pickett Defendant } Defence No. One
Answer

And Now Comes the said defendant and for his Answer
and defence to Count One says that the Cause of Action set forth in the Petition did not accrue
within Six years before this action was commenced. Defence No. Two
And said defendant for defence No two says that he admits that he entered
and Occupied in the said House for the Space of about Seventeen Months but def-
endant denies that it was between the times set forth in said Petition and defend-
ant says that he left the same about the 9th day of April A.D. 1860, and defend-
ant denies all the other allegations of said Petition, and denies that there is any
thing due the said Plaintiff from him by reason of any thing therein set forth in his said
Petition. Defence No. 3. And said defendant for defence No three to said Petition
says that at the time he moved into said House on or about the 25th day of September A.D.
1858 the said Plaintiff and this Defendant Entered into a Parol Contract whereby it was
agreed between them that the Price which the said defendant should pay the said Plain-
tiff for the use of said House should be fixed and determined by One Thomas B Morris, and
that as soon as the said Price and Value of said rent was fixed and determined by
the said Morris as the term of said tenancy was Ended, the said defendant
was to pay the said Plaintiff said Price on the demand of said Plaintiff, and that
the Price so fixed upon by said Morris was to be final between them, and this
defendant says that said Morris never fixed upon the said Price of said
rent and was never called upon by said Plaintiff to fix said Price from the
beginning of this Suit, nor was any effort made by said Plaintiff to have said
Price and Value fixed upon and determined by the said Morris, though the
said Morris was ready, able, and willing at all times to do so and
determine said Price upon being called upon so that for
Wherefore Defendant says there is nothing due the said Plaintiff and prays
to be hence dismissed with his costs. John B Coats & Carter & Van Deman
Attorneys for Defendant

The State of Ohio Union County ss. Barton B Pickett being Sworn on his Oath Says
he believes the Statements of the foregoing answer to be true B. B. Pickett
Sworn to by Barton B Pickett before me and by him Subscribed in my presence
this 5th day of January A D 1867 Faber Glen & all Clerk

And afterwards to wit on the 15th day of January A D 1867 the following Reply was filed with
the Clerk of said Court of Common Pleas which is fyled as follows to wit
John Coultright Plaintiff } Court of Common Pleas within and for
vs Union County Ohio
Barton B Pickett Defendant } Reply

And Now Comes the said Plaintiff John Coultright and for Reply
to the Answer of said Defendant Barton B Pickett says that the said Plaintiff
denies the Statements and allegations of said defendant contained in said
Answer and each of them and says the same are not true
Wherefore he asks judgment as prayed for in said Petition fil a Amin
Reid & Powell his Attorneys
The said Plaintiff John Coultright being first duly Sworn according to law
says that the Statements & allegations contained in the foregoing
Answer are true as he believes

John Coultright

(Filed 15)

Sworn to and Subscribed by the Said John Courtright before me in my presence this 13th day of January A.D. 1867

L.S. J.D. Van Deman Notary Public

Entry Afterward to wit On the 13th day of February A.D. 1867 the following Entry was made upon the Journal of Said Court and reads as follows to wit

John Courtright vs B. & P. Ticket — Civil Action On Appeal

Upon Application of the Plaintiff this Action is Continued at his Costs

Entry And Afterward to wit On the 8th day of May A.D. 1867 the following Entry was made upon the Journal of Said Court and reads in the words and figures following

John Courtright vs Burton & Ticket — Appeal

This day Came the Parties by their Attorneys & being at Issue Thereupon Came a Jury to wit Wesley Duncan, Philemon Tofey, Henry Keezis, D.B. Henderson Abraham Aubry and David Williams, John Fea, S.A. McNeil, D.D. Graham Reynolds Myers, and John Weaver, Andrew Keyes and Moses Thompson Duly Elected Tried and Sworn well and truly to try the Issue Joined by the Parties and a true Verdict to render according to the Evidence On their Oaths do Say, that they Find for the Defendants

It is therefore Ordered and adjudged by the Court that the Said Defendant Go hence without day and recover of the said Plaintiff his Cost in this behalf Expended and have as his Own Costs and in default of Payment thereof that Execution issue therefor

A.H. Tuker Randall Clerk

X

Petition

Wm Holdreth
vs
Platt B Holdreth

Be it Remembered, That at a Court of Common Pleas begun and holden at the Court House in Marysville within and for the County of Union in the State of Ohio On the 7th day of May A D 1867

Now to wit On the 29th day of September A D, 1866 the following Petition was filed in the Clerks Office of said Court which is as follows to wit

William Holdreth Plaintiff
against
Platt B. Holdreth Defendant } Petition

The Plaintiff says this Cause of Action is founded upon an account of which the following is a copy together with all Credits

(account amounting in the aggregate to $ 108. 24
Credits " " 39. 26 } = $ 68.98

There is due the Plaintiff on said account from the Defendant the Sum of Sixty Eight dollars and Ninety Eight cents which he claims, with interest from the 5th day of March 1863 for which he asks Judgment

Price and Kinnear Plaintiffs Attorneys

State of Ohio Union County ss. William Holdreth being Sworn says that he is the Plaintiff named and the facts stated and allegations in the foregoing Petition are true, Wm Holdreth Sworn to before me by Wm Holdreth Jr. and Signed by him in my Presence this 29th Sept. 1866

Allen Kendall Clerk

And now to wit On the 3rd day of October A D. 1866 the following Answer of Platt B. Holdreth was filed with the Clerk of said Court which is as follows to wit

Answer

Wm Holdreth Sr Plaintiff
vs
Platt B Holdreth Defendant } In Union Common Pleas

Defendants Answer

And Now Comes the said Platt B Holdreth Defendant and for Answer to the Petition of the Wm Holdreth Sr Says

1st That he denies that he Owes this Plaintiff any Sums of Lawful Money on the Land previous to the year 1858, & he did not Own the Land until 1858. Then Items Amt. to $ 15.27 as Set forth in Plaintiffs Bill of Particulars ; 2 That the Items in said Plaintiffs Petition for Attorneys Fees and for Expenses in Attending Trial at Marysville as named by the Statute of Limitations ; And for the Cost the said Services were never Performed for this Defendant, Then Items Amt. to $ 43.73 in Cost $ 14.76 Total $ 58.09 3d This Defendant for further defense Says That the Plaintiff has not given a Credit to this Defendant large Enough by nearly one third of the Amount of the Credit allowed, That the Plaintiff has allowed the Defendant wages at the Rate of Only 50 to 62 cents per day for Labor when the regular Price at the time was 75 cents and $ 1,00 per day, That the true Credit to be Given the Defendant Should be about $ 54.26 a Difference of $ 15,00 4th For a fourth defense the Defendant Says, That he denies the Items of Attorneys Fees and Expenses Charged amounting to $ 43.75, This Defendant Says That he does not nor ever did owe the Plaintiff for the same, Defendant further Says That he admits That on a fair Settlement with the said Plaintiff, there is due to the Plaintiff from Defendant the Sum of Nine dollars, And that Sum Money he now brings into Court for the Plaintiff and tenders the Same, And having thus fully answered asks to have the Petition dismissed with his Costs, Cole and Cole

Attorneys for Defendant

State of Ohio Union County ss. Platt B. Holdrich Defendant being first duly Sworn Says the allegations of the foregoing Answer are true as he verily believes

P. B. Holdrich

Sworn to and Subscribed in my Presence this 29th day of October 1866

Taber Randall Clerk

And afterwards to wit On the 6th day of May A.D. 1867 the Amended Answer of the said Platt B. Holdrich was filed with the Clerk of said Court of Common Pleas which reads as follows to wit

Amd Answ

William Holdrich Plaintiff }
vs. } And the said Platt B Holdrich Defendant
Platt B. Holdrich Defendant } Now Comes and for answer to the Petition of the Plaintiff Says That the said Plaintiff Ought not to have his said action against the defendant On any of the items Specified in his Petition which are dated previous to April 1859, As they did not accrue to the said Plaintiff against this defendant for Six years next before the Commencement of this action / And which items amount to fifty Six dollars and Thirty is ready to Make Affidavit, And for a further defense to this action of Plaintiff, the defendant Says That he denies that moves the Plaintiff any account or any item of account which accrues at a date Earlier than April 1858, The items thus denied are Set forth in Plaintiffs Petition as follows All Charges for tax Paid from 1851 to 1857 inclusive as Specified in Plaintiffs Petition to wit Thirteen 9/10 dollars $ 13.19, Expenses of attending trial in Marysville for Defendant $ 28.73, Attorneys fee Paid to D M Robinson for Defendant $ 15.00 Total Fifty Six dollars $ 56.92, And defendant Says as to the balance of the Amt, Claimed in Plaintiffs Petition That he Paid it in work and Labor Performed by the defendant for the Plaintiff at his request, And to this he is ready to Make affidavit P. B. Cole Atty for Defendant

State of Ohio Union County ss. Plat. B. Holdrich being Sworn Says that the facts stated in the foregoing Answer are true as he believes P. B. Holdrich

Sworn to and Subscribed before me May 6th 1867 Taber Randall Clerk

And On the 7th day of May the following Reply of Wm Holdrich Sr was filed with the Clerk of Said Court which reads as follows to wit

Reply

William Holdrich } In Court of Common Pleas
Against } Union County Ohio
Plat B. Holdrich } Reply

Now Reply to the first defense of defendant Plaintiff denies that said items of account therein Specified are barred by the Statute of limitations, And Says That said items are Part of a running account Commencing in the year 1858 and running up to the year 1863 And for further Reply to said defense Says That at various time within Six years before the Commencement of this suit Action the defendant promised and agreed to pay the Amount of said items as aforesaid Specified to Plaintiff Reed and Randall Plaintiffs Attorneys

State of Ohio Union County ss. William Holdrich Plaintiff being first duly Sworn Says the Matters and facts Set forth in his foregoing Reply are true as he verily believes

William Holdrich Sr.

Sworn to And Subscribed before me by William Holdrich Sen. this 7th May 1867 Taber Randall Clerk

Entry

And Thereupon to wit upon said 7th day of May A D 1867 the following Entry was Made upon the Journal of Said Court which reads as follows to wit

William Holdreth Son }
vs } Civil Action
Platt R Holdreth }

This day came the Parties by their Attorneys and Thereupon Came a Jury to wit Martin Sheldon, Nelson Torry, Henry B Ferris, Abraham Hoby sen, David A Williams, John Fox, Samuel L McNeil, D D Graham Regular sworn and Duly Elected Jurors John Deaver Levi Longshaw and George Gibson Tales sworn who being duly Empannelled and sworn the Truth to Speak upon the Issue joined between the Parties upon their Oaths do Say That the defendant Platt R Holdreth doth Owe the Said William Holdreth Son, Plaintiff the Sum of Fourteen dollars and Ninety five cents in Manner and form as the Said William Holdreth Sr, hath Therein in That behalf alleged

Therefore it is Considered, Ordered and adjudged by the Court that the Said William Holdreth Son Recover of the Said Platt R Holdreth the Sum of Fourteen dollars and Ninety five cents his debt aforesaid and also his Costs in this behalf Expended taxed to dollars & cents

Attest Isaiah Randall Clerk

Alden Smith }
vs } Pleas before Hon Adam Poe Judge at the Court of Common Pleas begun and holden
Elizabeth Smith } at the Court House in Marysville within and for the
County of Union in the State of Ohio On the 4th day of Nov 1867

Petition Heretofore to wit On the 19th day of March 1867 the following Petition was filed on the Fin Block of Said Court in which Said words & figures to wit

Alden Smith Plaintiff } In the Court of Common Pleas
vs } Fall Session County Ohio
Elizabeth Smith } Petition for Divorce

The Plaintiff Alden Smith Says He is now and has been for the last two years a bona fide resident of Said County of Union and is now and has been for more than a year last Past a bona fide resident of the State of Ohio. That on the 3d day of August 1865, the Plaintiff and defendant were lawfully intermarried, That the Plaintiff hath Ever since his said marriage Conducted himself in all respects properly towards his said wife but he avers and charges that the defendant wrongfully and Voluntarily Committed a Adultery with One Archabald Childress on or about the first of January 1867 at the County of Putnam and State of Ohio and Since the 8th of January 1867 when Plaintiff discovered said Conduct of said defendant the Said Parties have not lived or Cohabitted with Each Other. The defendant resides in Union County Ohio, No Children Issue of said marriage, The Plaintiff asks a decree of Divorce from Said defendant

Robinson and Robinson
Attorneys for Plaintiff

The State of Ohio Union County ss. A. Alden Smith Plaintiff being duly Sworn de-
-poseth and Say the Sevral allegations of the within Petition are true. Alden Smith
Sworn to before me and Signed in my presence by Alden Smith this 19th of March 1867
Jabez Kendall Clerk

Summons

Thereupon to wit On the said 19th day of March 1867 the following writ of Summons
was issued by the Clerk of said Court which with the return of the Sheriff is made in
the words and figures following to-wit

The State of Ohio } To the Sheriff of Union County. You are commanded
Union County ss } to notify Elizabeth Smith That she has been sued by
Alden Smith in the Court of Common Pleas of Union County and that on
the session by the 20th day of April A.D. 1867, the Petition of the said Plaintiff
against her filed in the Clerks Office of said Court Such Petition will be tak-
-en as true and judgment rendered accordingly. You will make due
return of this Summons on the 1st day of April A.D. 1867, Witness Jabez Kendall
Clerk of said Court and the Seal thereof at Marysville this 19th day of
March A.D. 1867 (L.S.) Jabez Kendall Clerk C.C.P.

Rec'd this writ March 19th Served March 22d 1867, by delivering
to the defendant a certified Copy of this writ with the Endorsement thereon
also a Copy of the Petition Total Sheriff Fee $2.62

B. F. Shelby Sheriff

Afterwards to wit On the 9th day of November A.D. 1867 the following Entry was made
of Record in the Journal of said Court which reads as follows to wit

Alden Smith }
vs } Divorce
Elizabeth Smith }

This day came the Petitioner and
Submitted this cause to the Court on the Petition and Ev-
-idence. Whereupon the Court find the Sevral allegations of the Petition are true
It is therefore Considered, Ordered and adjudged by the Court that the Contract
of Marriage of said Parties be and the same is hereby set aside and held for nou
-ght, And the Parties are by reason of the premises divorced, And it is further
Ordered that the Plaintiff Pay the Costs in ten days and in default thereof that
Execution issue as upon judgments at law

Attest Jabez Kendall Clerk

X

Lydia A. Ward } Pleas before the Hon. D. Scantlin Presiding Judge of a Court of
vs } Common Pleas begun and held at the Court House in Marysville
Henry Ward } within and for the County of Union in the State of Ohio on the
8th day of November A.D. 1867

Henry Ward to wit On the 22d day of July 1867 the following Petition was filed
with the Clerk of said Court which reads as follows to-wit

Lydia A. Ward Plaintiff }
vs } Court of Common Pleas Union County Ohio
Henry Ward Defendant } Petition

The Plaintiff says that she has been a resident of the State
of Ohio for more than One year last past and that she is now and has been for
more than two years last past a bona fide resident of said County of Union Ohio

That On or about the 10th day of May 1859 in the County of Morgan and State of Ohio She the said Married to the Defendant and She has ever been conducted herself towards the said Henry Ward as a fait Chaste and Obedient Wife, That She said while living with the Defendant the following Children to wit Daniel Aged Seven years, Louis aged Six years, Lucretia aged five years, Sarah is aged three years, and Marietta Ward aged two years, Plaintiff Says that the said Defendant regardless of his Conjugal duties towards Plaintiff on or about the 15th day of May 1867 Guilty of Extreme Cruelty towards your Petitioner without any just Cause or Provocation on his part, That he on said day struck her beat, and ill treated Plaintiff and then and there Knocked her down, that defendant has at divers times prior to said date Struck and beat Plaintiff, threatened to break her jaw and to Knock her down, and to Otherwise ill-Treat her, And further that defendant about the 25th day of May 1867, threatened to take the life of Plaintiff calling her a Damned bitch &c, And all without any just Cause or provocation on his part, 2d As a Second Ground of divorce Plaintiff Says That the defendant Disregarding his duties as a Husband towards Plaintiff has continuously for Years Past and up to the filing of this Petition been guilty of Gross Neglect of Duty towards Plaintiff and wholly without Cause or provocation on his part, That defendant although an able bodied man and able to work has neglected to Provide Even the Ordinary necessaries of life for Plaintiff or for said Children, That Plaintiff has been compelled to work out among the neighbors by days works to keep herself and Children from Starvation, That She has been so compelled to work out for, and to work for the neighbors for a long time past up to the present time, That defendant is now gone to parts unknown, and has wholly abandoned Plaintiff and her Children, And That his said children in consequence of said Gross Neglect of duty on defendants part are all now in the Infirmary of this County Maintained at the Expense of the County while She herself is entirely without a home, Plaintiff therefore prays, That She may be divorced from the said Henry Ward, that the Custody of said Children may be decreed to her, That the defendant may be decreed to pay her reasonable Alimony, And That She may have such Other relief in Equity and justice may pertain

Porter and Sterling Attorneys for Plaintiff

The State of Ohio Union County ss. The Plaintiff Lydia A Ward being duly Sworn Says She believes the facts Set forth in the foregoing Petition to be true

Lydia A. Ward

Sworn to by Lydia A. Ward before me and Signed by her in My presence this 23d day of July 1867

Tabor Randall Clerk

The State of Ohio Union County ss. Lydia A. Ward being duly Sworn makes Oath That the said Henry Ward has absconded from the State of Ohio, That his Where about is unknown to affiant, and cannot with reasonable diligence be ascertained by her, And That Service of Summons, or a Copy of Petition cannot be had upon him within the State of Ohio as Elsewhere, Lydia A. Ward

Sworn to and Subscribed before me this 23d day of July 1867

Tabor Randall Clerk

Afterwards to wit on the 4th day of Nov, 1867 the following Proof of Publication was filed with the Clerk of Said Court which reads as follows to wit

Proof of Pub.

Legal Notice - Henry Ward whose place of residence is unknown will take notice That his wife Lydia Ward on the 23d day of July 1867 filed her Petition

in the Court of Common Pleas of Union County Ohio praying to be divorced from Defendant Henry Ward alleging as cause therefor 1st Extreme Cruelty, 2d Gross neglect of duty Said Ward is required to Answer Said Petition by the 28th day of September 1867
July 31, 1867 Porter and Sterling Attorneys for Petitioner

The State of Ohio Union County ss, I John H. Sheary do make Oath that the Advertisement of which the annexed is a copy was Published for six consecutive weeks Prior to Oct 28th 1867 in the Marysville Tribune a Newspaper of General Circulation in Union County Ohio and of which I am the Editor & Proprietor

J. H. Sheary

Sworn to And Subscribed before Me This 4th day of Nov. A.D. 1867
Taber Kendall Clerk.

And afterwards to wit On the 8th day of November A.D. 1867 the following Entry was made in Said Journal of Said Court to wit Omitting in the words and figures following to wit

Entry

Lydia A. Ward
vs
Henry Ward

Divorce

This Cause came On to be heard upon the Petition & Plaintiff's And testimony, And was Argued by Counsel, In Consideration whereof the Court do find that due Notice of the filing And Pendency of Said Petition was given to the Said Defendant According to law, And the Court find that the Said Parties were Married as averred in Said Petition, And the Court further find that the Said defendant has been Guilty of Extreme Cruelty And Gross neglect of duty towards Plaintiff as averred in Said Petition
It is therefore Adjudged And decreed that the Said Marriage Relation Heretofore Existing between the Said Parties be And the Same is hereby Set aside And wholly Annulled, And the Said Parties wholly Released from the Obligations of the Same, And it is further Ordered that the Custody And care of the Said Children be And the Same is hereby given to the Petitioner as prayed for by Her, And it is further Adjudged that the defendant Pay the Costs in this behalf Expended taxed at $

Attest Taber Randall Clerk.

Helen Bancroft & Co, vs Orson Benton

In Pleas before the Hon N. Hamblin Presiding Judge at a Court of Common Pleas begun And held at the Court House in Marysville within And for the County of Union in the State of Ohio On the 29th day of October A.D. 1867.
Be it remembered that on the 28th day of September 1867 the following Petition was filed with the Clerk of Said Court which reads as follows to wit

Helen Bancroft & Co Plaintiffs
vs
Orson Benton Defendant

Court of Common Pleas Union County Ohio
Petition

The Plaintiffs say they are Partners doing business in Ohio in the firm name of Helen Bancroft & Co And this action is founded on a Promissory Note of which a Copy is here to attached And there is due the Plaintiffs from said defendant thereon the Sum of One hundred and forty Six & 34/100 Dollars with interest from the 31st day of August A.D. 1867, Wherefore Plaintiffs ask judgment against said defendant for Said Sum of One hundred and forty Six & 34/100 Dollars with interest from

Robinson and Robinson Plaintiffs Attorneys

August 31st 1867

State of Ohio Union County ss. D. H. Robinson being Sworn Says that he is the Attorney for the above named Plaintiffs in the above Cause & the Same is for Money Only due on a written Promissory Note in his Possession & he believes all the Allegations of the above Petition to be true

D. H. Robinson

Sworn to before Me and Signed in My Presence by D. H. Robinson this 28th day of September 1867

Peter Randall Clerk

Elton Bemsaft & Co Plaintiffs } Court of Common Pleas
vs } Union County Ohio
Orson Benton Defendant }

To Clerk, Issue Summons upon the Petition in the above Cause returnable According to Law, Amount Claimed $ 46.25 with interest from August 31st A.D. 1867 Robinson and Robinson Plaintiffs Attorneys

Praecipe

Thereupon the following writ of Summons was issued by the Clerk of the Court of Common Pleas of said County of Union which with the return of the Sheriff is said County is in the words and figures following to-wit

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify Orson Benton that he has been sued by Elton Bemsaft & Co in the Court of Common Pleas of Union County and that unless he answer by the 26th day of October A.D. 1867 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly

You will make due return of this Summons On the 7th day of October A.D. 1867

Witness Peter Randall Clerk of said Court and the Seal thereof at Marysville this 28th Day of September A.D. 1867 Peter Randall Clerk to Ohio

Rec'd Sept 28, 1867, Served Oct 4th 1867 by delivering to the defendant a certified Copy of this Writ, Total Sheriffs Fee $ 2.15, D. B. Shellday Sheriff

Appearance to writ On the 2nd day of October A.D. 1867 the following Entry was made upon the Journal of said Court which reads as follows to wit

Elton Bemsaft & Co

vs. } This day Came the Plaintiffs but the defendant made
Orson Benton } default, Thereupon this Cause being Submitted to the Court
It is found that there is due Plaintiffs as alleged in their Petition the Sum of One hundred and Thirty Seven & 10/100 Dollars, It is therefore Considered, Ordered and Adjudged that Plaintiffs recover of defendant said Sum of $ 137.10 and costs herein by Sheriff taxed to $

Peter Randall Clerk

Sarah Roberts } Plaea before the Hon. D. Conklin Presiding Judge at a Court of
vs } Common Pleas begun and held at the Court House in Marysville
D. S. Roberts } within and for the County of Union in the State of Ohio on the 8th day of November A.D. 1867

Petition

Came to hand to writ On the 26th day of August A.D. 1867 the following Petition was filed in the Clerks of said Court which reads as follows to writ

Sarah Roberts Plaintiff }
Against } Court of Common Pleas
Phillip S. Roberts Defendant } Union County Ohio
Petition

The Plaintiff Says She has been a resident of the State of Ohio for twenty

years last past, and is at present a bona fide resident of the said County of Union
On or about the 4th day of November A.D. 1863 at Marysburg in the County of Union and State
of Ohio, She was married to the defendant, and that they Complainant conducted herself towards
the said Phillip P. Roberts as a faithful and obedient wife, She had while living
with the said Phillip P. Roberts the following children to wit Eunice L. Roberts, aged
two years born August 8th A.D. 1865, The defendant engaged in his marital duties on the
5th day of September 1866 at the house of Elmer Derby in Esher in Union County and State
of Ohio, did commit adultery with One Barbary R. Banks, and that he has continued
since with the defendant said defendant is living as man and wife with the said Barbary
R. Banks, The place of Defendants residence is Unknown, The Plaintiff prays that Divorce
be decreed from said Phillip P. Roberts and that the custody of the said child may be decreed
to her, and that she may have such other and further relief as Equity may require.
Porter and Sterling Attorneys for Plaintiff

State of Ohio Union County ss. Sarah Roberts being duly sworn states that she believes
the facts stated and the several allegations made to be as set forth in the foregoing Petition
Sarah Roberts
Sworn to before me by Sarah Roberts and Signed by her in my presence this 26th day of Aug-
ust 1867
Faber Kendall Clerk

Sarah Roberts Plaintiff
Against
Phillip P. Roberts Defendant
} Court of Common Pleas Union County Ohio
The said Plaintiff Sarah Roberts in the above cause
being first duly Sworn Deposeth and Saith that on the 26th day of August 1867 She
filed her Petition in the Court of Common Pleas of Union County Ohio against Phillip
P. Roberts Defendant, the Object and Prayer of said Petition is that She may be granted
a divorce from said Defendant, and also be decreed the Custody of their said Child
and such other and further relief as the Case demands, That Affiant States that said
Defendant has removed beyond the State of Ohio, and that he is now absent therefrom
and that service of Summons cannot be made upon him within the State, and that said
Plaintiff wishes to obtain service upon said Phillip P. Roberts Defendant by Publi-
cation, And further Saith not,
Sarah Roberts
Sworn to before me by Sarah Roberts and Signed by her in my presence this 26th day of
August 1867
Faber Kendall Clerk

Afterward to wit On the 4th day of Nov 1867 the following Proof of Publication was
filed and in the Clerk of said Court which is words as follows to-wit

Proof of Pub'n

Divorce Notice - P. P. Roberts whose place of residence is unknown will take
Notice That his wife Sarah Roberts On the 26th day of August 1867 filed her Petition in the
Court of Common Pleas of Union County and State of Ohio, praying to be divorced from
him said husband P. P. Roberts, alleging as a cause thereof Adultery
Said Roberts Defendant is required to answer said Petition by the 26th day
of October 1867. August 28, 1867. Porter and Sterling Attorneys for Plaintiff
The State of Ohio Union County ss. I John O. Shearer do make Oath that
the advertisement of which the annexed is a copy was Published for six
Consecutive weeks prior to October 28th 1867 in the Marysville Tribune a News
Paper printed & Genl circulation in Union County Ohio, And of which
I am the Editor and Proprietor
John O. Shearer
Sworn to and Subscribed before me this 4th day of November
A.D. 1867
Faber Kendall Clerk

Entry

Whereas on the 8th day of November A.D. 1867 the following Entry was made in the Journal of said Court which reads as follows to-wit

Sarah Roberts } Petition for Divorce
vs
Phillip P. Roberts } This Cause came on to be heard upon the Petition of the Plaintiff and Testimony and was Argued by Counsel, in consideration whereof the Court do find that due notice of the filing and tendency of said Petition was given to the said Defendant according to law, and the Court further find that the said Parties were Married as in said Petition is alleged, and that the said Defendant did Commit Adultery with the said Barbara A. Banks as therein set forth

It is therefore adjudged and decreed that the said Marriage relation heretofore existing between the said Parties be and the same is hereby set aside and wholly annulled, and the said Parties wholly freed and from the Obligations of the same, And it is further Ordered that the Custody and Care of the said child Emma C. Roberts be and the same is hereby given to the Petitioner And it is further adjudged that the Defendant pay the Costs in this behalf Expended taxed at $

Attest Reuben Randall Clerk

Louisa Morrow } Pleas before the Hon. S. Mantlin Presiding Judge at
vs } a Court of Common Pleas began and held at the Court
A. Smith Alexander et al } House in Marysville within and for the County of Union
in the State of Ohio on the 9th Day of Oct. 1867

Be it remembered to-wit On the 26th day of September A.D. 1867 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Louisa Morrow Plaintiff }
vs } Court of Common Pleas Union County Ohio
A. Smith Alexander & } Petition
Thaddeus Morrow Defendants } The said Plaintiff says there is due her from said Defendants on the Promissory Note a copy of which is hereto attached the Sum of two hundred Dollars with interest thereon as therein stated (Less ten Cents) from May 8, 1866. Therefore the Plaintiff asks judgment against the said defendants for said Sum of two hundred dollars with ten per Cent interest from the 8th of May 1866

Robinson and Robinson Attorneys for Plaintiff

The State of Ohio Union County ss. D. K. Robinson being duly Sworn Says he is one of the Attorneys and Agents for the Plaintiff in the foregoing action for the collection of the above mentioned Note and that said action is for Money Only on a written promissory Note in my Possession and I believe the allegations of the above named petition to be true

D. K. Robinson

Sworn to before me and Signed in my Presence by D. K. Robinson this 26th day of September 1867

Reuben Randall Clerk

Issue and Endorse "Suit for $200, Ten per Cent interest from May 8 1866 On Note"

Robinson and Robinson

And thereupon the following Writ of Summons was issued by the Clerk of said Court which on the Return of the Sheriff Endorsed thereon clearly in the case and figures following
The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to Notify D Smith Alexander and Thaddeus Wood that they have been sued by Louisa Morrow, in the Court of Common Pleas of Union County and that unless they Answer by the 26th day of October A D 1867 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition is to be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 7th day of October A, D, 1867 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 26th day of September A, D, 1867 Taber Randall Clerk C.P.

Rec'd Sept 27 1867, Served Oct 3 1867 by delivering to each of the Defendants a certified Copy of this Writ, Total Shff Fees $2.87
D. B. Whelpley Shff

Afterward to wit On the 26th day of October A D 1867 the following Answer of D Smith Alexander was filed with the Clerk of said Court which reads as follows

Louisa Morrow Plaintiff
against
D Smith Alexander and
Thaddeus Wood Defendants

Court of Common Pleas
of Union County Ohio

Answer

Now Comes the said D Smith Alexander One of the above named Defendants and for Answer to the Plaintiffs Petition says that he is the Principal in the Note in the Petition described, And that the said Thaddeus Wood is surety thereon and the said Defendant further says, That at and before the Commencement of this action, the Plaintiff was and still is indebted to this Defendant in the Sum of Seventy three Dollars being the One fourth of the Price and Value of the Washing, Ironing and washing done by the said Defendant for William Alexander the Father of the Plaintiff for Seventy three weeks from the 1st day of October 1865 to March 10th 1867 which said Washing, Ironing and Washing was done at and for the said William Alexander at the request of the Plaintiff. And the said Plaintiff agreeing and promising this Defendant that in Consideration that the said Defendant would pay the said William Alexander and Board him And do his Washing That She the said Plaintiff would pay as One of his Children her proportion of the One fourth of the Price and Value thereof, And this Defendant says that the said William Alexander was old and infirm and unable to take care of Himself, being without Means of Support and unless he had taken him he would have been Obliged to go to the Infirmary of the County The said Defendant therefore asks that he may be allowed the said Sum of Seventy three Dollars with Interest from the 10th day of March 1867 as and By way of Set off in this Action John Bloat Att'y for Defendant

The State of Ohio Union County ss. D Smith Alexander One of the Defendants being Sworn says he believes the facts Stated in the foregoing Answer to be true
D Smith Alexander

Sworn to by the said D Smith Alexander before One and Signed by him in my presence this 26th day of October A, D, 1867 Taber Randall Clerk C.P.

Afterward to-wit On the 29th day of Oct. A.D. 1867 the following Reply was
filing with the Clerk of said Court which reads as follows to-wit
Louisa Monon Plaintiff } Court of Common Pleas
vs } Union County
A. Smith Alexander &
Thaddeus Dora Defendants } Reply Ohio

The said Plaintiff comes

Reply And for Reply to the Defendants answer Says the Several allegations of the same
are untrue Except to this Extent to-wit, She is the daughter of Wm Alexander
and She has Promised the said A. Smith Alexander to Contribute a reasonable
Proportion of the Expense of Keeping Up said Father in the thy Old age of his Children
And She Says She has paid the said A. Smith Alexander Her full Share of said Ex
pense to this full Satisfaction and the whole is Long Since been Settled, Any noted
And Said Johnson And Robinson Attys for Plaintiff

The State of Ohio Union County ss. Thomas Bonn being duly Sworn Says the
Plaintiff is a Non Resident of said County and Now absent therefrom and
he is Plaintiff in the Calculation of the said Note in the Petition Set forth &
he believes the allegations of the Above Reply are true Thos. Bonn

Sworn to before me and Signed in my Presence this 29th Oct. 1867 Taber Randall Clerk
And afterward to-wit On the 9th day of November A.D. 1867 the following Entry was made
upon the Journal of said Court which reads as follows to-wit

Louisa Monon } This day Came the Parties and Submitted
vs } this Cause to the Court and thereupon the Court
A. Smith Alexander et al } do find there is due from Defendant to Plaintiff
the Sum of two hundred and Twenty nine & 35/100 Dollars as Set forth in her Petition
and that the said Plaintiff doth Owe the said A. Smith Alexander the Sum of
Seventy three Dollars as alleged in his Answer and that the same should be
allowed as an Offset against the same leaving a balance of $ 156, 35/100

It is therefore Considered, Ordered and Adjudged by the Court that
the Plaintiff Recover of the Defendant the said Sum of One hundred
and fifty six & 35/100 Dollars and her Costs herein Expended taxed to $
Second Trial demanded and allowed, Bond fixed at $ 30 —

Attest Taber Randall Clerk —

A. Greenleaf & Co. } Plea before the Hon. R. Hamilton Presiding Judge at a
vs } Court of Common Pleas begun and held at the Court House
Edward S. Heisler } in Marysville within and for the County of Union in the State
of Ohio On the 6th day of November A.D. 1867 —

Petition Heretofore to-wit On the 25th day of June 1867 the following Petition was filed in the the Clerk
of said Court which reads as follows to-wit

A. Greenleaf, Moses H. Clark
A. G. Greenleaf, H. G. Bancroft Partners
in name of A. Greenleaf & Co Plaintiffs
vs
Edward S. Heisler Defendant } Court of Common Pleas
Union County Ohio
Petition

The said Plaintiffs Say they
are Partners doing business in the State of Ohio in the Name

and Style of D. Greenleaf & Co. and then is due the said Plaintiffs from the said defendant Edward S. Kessler the Sum of three hundred and fifteen & 31/100 Dollars on an account a Copy of which is hereto Attached as follows

May 11 1867 To Goods Sold by Plaintiffs to Defendant	$ 283,26
" 17 " " " " " " " "	32 05
	$ 315,31

Wherefore Plaintiffs ask judgment against the defendant for said Sum of three hundred and fifteen & 31/100 Dollars with interest from June 17th 1867 On said account

Robinson and Robinson Attorneys for Plaintiffs

The State of Ohio Union County ss. H. C. Bancroft One of the Plaintiffs being duly sworn do depose and say the several allegations of the above petition are true

H. C. Bancroft

Sworn to before me and Signed in my Presence by H. C. Bancroft This 24th June 1867

Taber Randall Clerk

Prae. Issue Summons and Endorsed Suit for $315,31 with interest from June 17 1867 On acct Also Attachment and Garnishee Precept to Logan County Ohio

Robinson & Robinson Attornies for Plaintiffs

And On the said 25th day of June 1867 the following Affidavit & Bond were filed with the Clerk of said Court which read as follows to wit

Affidavit. D. Greenleaf & Co. Plaintiffs } In the Court of Common Pleas Union County Ohio
vs
Edward S. Kessler Defendant

H. C. Bancroft One of the Plaintiffs being duly sworn do depose and say that he is One of the Plaintiffs in the above action. That the Plaintiffs have commenced a certain action against the Defendant in said Court to recover the Sum of Three hundred and fifteen & 31/100 Dollars with interest from June 17th 1867, Further this Affiant Makes Oath that said defendant is about to dispose of his property with the intent and for the purpose of defrauding the Plaintiffs his Creditors Further that affiant believes One Joseph Kessler is indebted to the said defendant in a Sum to this Affiant unknown

H. C. Bancroft

Sworn to before me & Signed in My Presence by H. C. Bancroft this 25th of June 1867

Taber Randall Clerk

Bond. D. Greenleaf & Co. Plaintiffs } Whereas D. Greenleaf & Co. have commenced a civil
vs action against Edward S. Kessler in the Court of
Edward S. Kessler Defts Common Pleas of Union County Ohio for recovery of said defendant the Sum of Three hundred and fifteen & 31/100 Dollars, and have applied to the Clerk of said Court for an Order of Attachment to be issued against the said defendant in said action by filing the necessary Affidavit therefor, Now therefore We H. C. Bancroft and James Kinkade and the Sureties of the Plaintiffs do hereby undertake to the said Defendant in the Sum of Six hundred and Thirty & 62/100 Dollars That said Plaintiffs shall pay said Defendant all damages which the said defendant may sustain by reason of said attachment if the Order of Attachment shall have been wrongfully obtained, dated June 25th 1867

H. C. Bancroft James Kinkade

I Taber Randall Clerk of said Court do hereby approve the above and in taking over the Sureties Bond June 25th 1867

Taber Randall Clerk

Summons

And thereupon to wit on this 25th day of June 1867 the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit
The State of Ohio Union County ss. Know To the Sheriff of Union County. You are commanded to Notify Edward S. Beisler that he has been sued by P. Greenleaf & Co. in the Court of Common Pleas of Union County and that unless he Answer by the 27th day of July A.D. 1867 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court said Petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 8th day of July A.D. 1867 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 25th day of June A.D. 1867
Taber Randall Clerk C.P.

[P.S.]

And Endorsed thereon is the Sheriffs return which reads as follows to wit
Received this 26th June 25th 1867 and Served On the defendant by leaving a true Copy of this writ at his usual Place of residence On the 26th day of June A.D. 1867 Total Sheriffs Fees $2.77
D. B. Whel Sheriff by Thomas Martin Deputy

Order Attachment

And On said 25th day of June A.D. 1867 the following Order of Attachment was issued by the Clerk of the Court of Common Pleas of the County of Union which reads as follows to wit: The State of Ohio Union County ss. Court of Common Pleas
P. Greenleaf & Co. vs Edward S. Beisler } To the Sheriff of the County of Union
You are Commanded to attach and safely keep the Lands, Tenements, Goods Chattels, Stocks, or interest in Stocks, Rights, Credits, Moneys and Effects of the Defendant Edward S. Beisler Not Exempt by law from being applied to the Payment of the Claim of the Plaintiff P. Greenleaf & Co. Or so much thereof as will Satisfy their Claim for Three Hundred and Fifteen 31/100 Dollars and Forty Dollars the probable Costs of this action
Witness my Hand and the Seal of said Court at Marysville this 25th day of June A.D. 1867
Taber Randall Clerk of the Court of Common Pleas Union County

Entry

And Endorsed on said Order is the following Return of the Sheriff of said County of Union to wit
Received this writ June 26th 1867; I have this day Attached in the presence of B. R. Crum & Mortenstus Jr. Holders of Union County the following goods and Chattels to wit, Groceries Dry Goods &c, Contained in the Schedule Returned in the Case of Valorus T. Hill Against E. S. Beisler, said Property was to be Appraised according to law by said Freeholders and Attached to the Sum of Five hundred and sixty two 57/100 Dollars, under the former Attachment and have the same in my Possession, And On the same day I Served by leaving a Certified Copy of this writ at the usual Place of Residence of the within named Defendant, Total Sheriffs Fees and Expenses $18.37
D. B. Whel Sheriff by Thomas Martin Deputy

Order of Attachment

And On the same day to wit On the 25th day of June A.D. 1867 the following Order of Attachment was issued by the Clerk of said Court of Common Pleas of Union County to the Sheriff of Logan County which on the return of said Sheriff Endorsed thereon reads in the words and figures following to-wit: The State of Ohio Union County ss.
Court of Common Pleas P. Greenleaf & Co. vs Edward S. Beisler. To the Sheriff of the County of Logan. You are Commanded to attach and safely keep the Lands, Tenements Goods, Chattels Stocks, or interest Stocks, Rights, Credits, Moneys and Effects of the Defendant Edward S. Beisler Not Exempt by law from being applied to the Payment of the Claim of the Plaintiff P. Greenleaf & Co. Or so much thereof as will Satisfy their Claim for Three Hundred and Fifteen 31/100 Dollars and Forty Dollars the probable Costs of this action
You will also Notify said E. S. Beisler that he has been Summoned as Garnishee in this action and that he be and appear before Our said Court On the 28th day of October next to make answer on his Oath to all Questions that may be put to him touching

of Summons

ty. You are Com
& &c, in the Court
y of July A D 1867
of Union County
gly. You will
Taber Randall
D 1867

[illegible] Key & this writ
[illegible] A D 1867
[illegible] Deputy
[illegible] upon by
[illegible] Goods & Chattels &c of
[illegible] Dollars the
[illegible] on the 8th day of
[illegible] 25th day of June
[illegible] in County
[illegible] of Union to wit
[illegible] D Crum &
[illegible] &c. Goods
[illegible] Chattels &c of the Defendants
[illegible] Appearance must
[illegible] be Certified Copy
Total Charges
[illegible] County
[illegible] Order of Attachment
[illegible] County to the
[illegible] Return made in the
[illegible] day &c.
To the Sheriff of
[illegible] Lands, Tenements
[illegible] of the Defendant
[illegible] Claim of the
[illegible] Claim for Rent
[illegible] of this Action
[illegible] taken in this
[illegible] day of October
[illegible] Action touching

(L.S.)

the Property of Every description and Credits of the Defendant in his Keeping or under his Control And all Amounts Owing by him to the Defendant or to the Use or Profit, You are to Make due Return of this Order On the 8th day of July A. D 1867. Witness My Hand and Seal of said Court at Marysville this 25th day of June A. D 1867

Taber Randall Clerk of the Court of Common Pleas Union County

Received this writ June 27th 1867 and Served July 8th 1867 by leaving a Certified Copy thereof at the usual Place of Abode of Joseph Oberlin Total Charges $2.25 / $2.25

E. Bowers Sheriff by L. H. O. ...

And afterward to wit On the 28th day of October 1867 the following Affidavit of Joseph H. Oberlin was filed with the Clerk of said Court which reads as follows to wit

Bumbaugh & Co. vs. Edward S. Oberlin — Garnishee

Court of Common Pleas Union County Ohio

Joseph H. Oberlin being duly Sworn says he is indebted to the said Edward S. Oberlin and have agreed and Promise to Pay to the said Plaintiffs their said Claim On the 20th of November 1868 Two Claim of Note of Five Hundred Dollars, Dated November 20th 1866, And due two years after date thereof. We have Settled and Have assumed to Pay said Claim in the manner above named and Consent that the Order of Court may be Made to that Effect. —

Attest John D Coats — Joseph H Oberlin

Mark

Sworn to And Subscribed Before Me this 28th of Oct. 1867

Taber Randall Clerk ...

And afterward to wit On the 6th day of November 1867 the following Entry was made upon the Journal of said Court which reads as follows to wit

Bumbaugh & Co. vs. Edward S. Oberlin — Garnishee — Entry

This day came the Parties and Submitted this cause to the Court, Upon Hearing the Court being fully advised in the premises do find for the Plaintiffs, And that there is due to the Plaintiffs from the Defendant on the Account Sued for the Sum of Three Hundred and Twenty Dollars. It is therefore Considered, Ordered and Adjudged by the Court that said Plaintiffs Recover of said Defendants said Sum of Three Hundred and Twenty Dollars And Costs by them Expended to be Levied &

And it is further Ordered and Adjudged that a Moiety Sum shall pending of the Proceeds of the Sale of the Property attached in this cause to be Sufficient to satisfy the Judgment & Costs of the Plaintiffs against said E. S. Oberlin in this Court at this term Shall be Paid to the Plaintiffs and Applied on this Judgment, And that Joseph H. Oberlin Garnishee who has Answered in this cause Pay the Balance of this Judgment and Interest and Costs On the 20th day of November 1868, And in Default thereof that Execution Issue thereon for the Enforcement of Judgments at Law.

Attest Taber Randall Clerk ...

X

Samuel Stiles } Pleas before the Hon. D. Conklin Presiding Judge at a Court of Common
vs } Pleas begun and held at the Court House in Marysville on Thur &
John Moyer } for the County of Union in the State of Ohio on the 7th day of
September A.D. 1867

Petition Here to fore to wit On the 7th day of September A.D. 1867 the following Petition was
filed in the Clerk of said Court which reads in the words and figures following
Samuel Stiles }
Against } Union County Ohio
John Moyer } Court of Common Pleas
Petition The Plaintiff Complains of Defe
ndant, And says, That his Cause of Action is founded upon an account of
which the following is a copy together with all Credits
(Here the items should have copied) Total Amount of Dr 66 $2055,68
" " " Credits 1167,00
Balance $ 888,68
(For items of Debt and Credit See Original Bill)
Wherefore he Plaintiff asks Judgment upon said account from the defendant the Sum of Eight
hundred and Eighty Eight Dollars and Sixty Eight Cents ($ 888,68) which he claims
with interest from July 1st 1864, The Plaintiff asks Judgment against the
Defendant for the said Sum of Eight hundred and Eighty Eight Dollars and Sixty Eight
Cents ($ 888,68) with interest from July 1st 1864 O. Brown Attorney for Plaintiff
The State of Ohio } O. Brown of lawful age being Sworn says that he is the
Union County ss } Attorney of said Samuel Stiles who is now a non resident and absent from
the State of Ohio, Deponent believes the Statement in said Petition to be true
O. Brown
Sworn to and Subscribed before me this 5th day of September A.D. 1867
J. C. Bennett Notary Pub. Un Co. O.

P.S. To the Clerk of said Court Issue a Summons in this Cause, directed to the Sheriff of Union County
Praecipe to be Served and returned according to law. Endorse Amount claimed by Plaintiff $ 888,68
and interest from July 1st 1864 Howard for Costs having indemnity from O. Brown P. B. Cole
Thereupon the following writ of Summons was issued by the Clerk of said Court which with
the return of the Sheriff endorsed thereon is as follows to wit
The State of Ohio Union County ss } To the Sheriff of Union County, You are commanded
to Notify John Moyer that the Petition filed by Samuel Stiles in the Court of Common Pleas of
Union County and that unless he answer on the 16th day of September A.D. 1867 the Petition of the
said Plaintiff against him filed in the Clerk's office of said Court, and Petition will be taken
as true and Judgment rendered accordingly, You will make due return of this Summons on the
5th day of October A.D. 1867, Witness Taber Kendall Clerk of said Court and the Seal thereof
affixed hereto this 7th day of September A.D. 1867 Taber Kendall Clerk
Issued, this writ Sept. 7th 1867, Served Oct. 1st 1867 by delivering to the defendant a cer-
tified Copy of this writ, Total Sheriffs Fees $ 2,57 A. B. Whitesley Sheriff
And now on the 21st day of October A.D. 1867 the following Answer of John Moyer was
filed in the Clerk of said Court which reads as follows to wit
Samuel Stiles Plaintiff } Court of Common Pleas
against
John Moyer Defendant } Defendant for Answer to Plaintiffs Petition says that
he has Paid to Plaintiff Over and besides the Credits set forth in his Petition the Sum
of Thirteen hundred and forty five Dollars ($ 1345,00) (For items see Bill)
Here Should have followed the several Items

The claim of Plaintiff is $888.68 Balance $456.32 The Defendant says that this is his due from the Plaintiff to him and complains, Over and above the claim of Plaintiff as aforesaid the said Sum of four Hundred and fifty Six & 32/100 dollars on the interest from the 1st day of July 1864, The Defendant therefore asks judgment against the Plaintiff for said balance of Four Hundred and Fifty Six & 32/100 Dollars after liquidating the claim of Plaintiff, and the interest aforesaid, and for Costs of Plaintiff & the case demands

Porter and Sterling Attys. for Defendant

The State of Ohio Union County ss. John Moyer the defendant being Sworn Says that the facts Stated in the foregoing Answer are true as he believes

John Moyer

Sworn to by John Moyer before me and Signed by him in my presence this 21st day of Oct A.D. 1867

Peter Randall Clerk

Affirmant to exit On the 30th day of October A.D. 1867 the following Reply of Samuel Stiles to the Answer of John Moyer was filed with the Clerk of Said Court which reads as follows to wit

Reply

Samuel Stiles } Union County Ohio
vs. Court of Com Pleas
John Moyer } Reply to Answer

Now comes the Plaintiff and for Reply to the Defendants Answer, Says that it is not true that the Defendant is entitled to any of the Several items of Credit in his Answer Set forth, Over and besides the Credits Set forth in the Petition, Plaintiff denies that the Defendant is Entitled to any Credit against this Plaintiff or on any account or Notes, Except for those items of Credit which are Set forth in the Plaintiffs Petition, Wherefore Plaintiff demands a judgment for the Amount due to him as claimed in the Petition

D & Beem Attorney for Plaintiff

The State of Ohio Marion County ss. The Said Samuel Stiles being Sworn Says that the Statements in the foregoing Reply are true as he verily believes

Samuel Stiles

Sworn to before me and Subscribed in my presence by Samuel Stiles this 31st day of October A.D. 1867 Philip Dornbaugh Clerk Court Com Pleas Marion County Ohio

(L.S.)

Affirmant to exit On the 9th day of November A.D. 1867 the following Entry was made upon the Journal of Said Court which reads as follows to wit

Entry

Samuel Stiles } This day came the Parties by their Attorneys and Submitted this
vs. } Cause to the Court upon the issue joined between the Parties, and
John Moyer } the Court being fully advised in the premises do find that the
Said John Moyer Defendant is indebted to the Said Stiles Plaintiff in the
Sum of $ 133.68 after Making deduction of all Payments Made by Defendant
It is therefore Considered that the Said Samuel Stiles Plaintiff Recover of the Said
John Moyer Defendant the Said Sum of One Hundred and Thirty Three & 68/100 Dollars
($ 133.68/100) his debt aforesaid in Manner and form as found by the Court as aforesaid
And also his Costs in this behalf Expended taxed to Dollars

Test Peter Randall Clerk

X

Ebenly & Shedd
vs
A. A Wood & Others

Pleas before the Hon. D. Monklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 28th day of October A. D. 1867

Petition

Come before to Wit On the 30th day of May A. D. 1866 the following Petition was filed with the Clerk of said Court of said County as follows to-wit

Ebenly and Shedd Plaintiff
Partners in the name of Ebenly & Shedd
doing business in the State of Ohio

against

A. A Wood, George Lockhart &
Charles Scott Defendants

Petition

The said Plaintiffs Partners doing business in the State of Ohio in the Name & Style of Ebenly & Shedd

50 cts Stamps

Say that is due them from the defendants on their promissory Note a copy of which is hereto attached the Sum of Ninety Six & 70/100 Dollars with interest from March 3d 1866, and therefore the Plaintiffs ask judgment against defendants for that Sum of Money upon said Note. 2 For Second Cause of Action said Plaintiffs as said Partners say that is due them from the said defendants On the promissory Note (a copy of which marked "A" is hereto attached) the Sum of two hundred and forty five & 05/100 Dollars with interest thereon from Nov 11 1866 & therefore Plaintiffs ask judgment against said defendants for said Sum of Two hundred and forty five & 05/100 Dollars with interest from Nov 11 1866, on said last mentioned Note

Robinson and Robinson Attorneys for Plaintiffs

The State of Ohio Union County ss. I S. M Robinson being duly Sworn do depose and say the Second allegations of the foregoing Petition are true as I believe — That I am the Attorney of Plaintiffs in the said action, That Plaintiffs are Non residents of said County of Union, That said action is brought on said promissory Note for money only which are in my possession for Collection

S. M. Robinson

Sworn to before me by S. M. Robinson & Signed in my presence by him this 30th of May 1866

Taber Randall Clerk

Prcp

Issue Summons & Endorse "Action for $96,90 with interest from March 3d 1866 and for $245,05 with interest from Nov 11, 1866, on promissory Notes

Robinson & Robinson Attys for Plaintiffs

Thereupon to-wit On said 30th day of May A D 1866 the following writ of Summons was issued by the Clerk of said Court which with the return of the Sheriff endorsed thereon reads in the words and figures following to-wit

Summons

The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to notify A. A Wood George Lockhart & Charles Scott, that they have been Sued by Ebenly and Shedd Partners in the name of Ebenly and Shedd in the Court of Common Pleas of Union County, and that unless they Answer by the 30th day of June A. D 1866 the Petition of the said Plaintiffs against them filed in the Clerks Office of said Court, Such Petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons On the 1st day of June A D 1866 With the Taber Randall Clerk of said Court and the Seal thereof at Marysville this 30th day of May A. D. 1866.

Taber Randall Clerk C.C.P.

Recd. this Writ May 30th 1866 Served by delivering to Each of the defendants a certified Copy of this Writ June 1. 1866 H. B. Whelpley Sheriff per Martin Deputy

Total Sheriffs Fees $2,75

Entry

Afterwards to wit On the 28th day of October A.D. 1867 the following Entry was made upon the Journal of said Court which reads as follows to wit

Ebenezer and Rhoda
vs
John A Wood Et Als

This day came the Plaintiffs, but the defendants Wade Defaults, And it appearing That $ 287, has been Paid Since the Commencement of this Action, And That $ yet $ 63.00 due It is therefore Considered, Ordered, and Adjudged by the Court that the Plaintiffs Recover of said defendants said Sum of Sixty three Dollars and Costs herein Expended taxed to $

Attest Taber Randall Clerk

X

Robert Belt
vs
Wm L. Miller

Pleas before the Hon A.S. Coultis Presiding Judge at a Court of Common Pleas begun and held at the Court House in Mansfield in and for the County of Ohio in the State of Ohio On the 4th And of November A.D. 1867,

Petition

Be it remembered that on the 2d day of March A.D. 1867 the following Petition was filed in the Clerks office of said Court which reads as follows to-wit

Robert Belt Plaintiff
Against
Wm L Miller & L. McMurry

Court of Common Pleas, Ohio County Ohio
Petition

The said Plaintiff says that on the 23d day of June 1865 the Defendants Executed and delivered to the said Plaintiff their deed in fee simple for the following Real Estate Situate in the Village of Mansfield Ohio, to-wit all of the Lots No. 111 & 13), One Hundred and Eleven & One Hundred and Twenty Seven, as Numbered on the Plat of said Village, but the defendants have had Possession of said premises ever since the date of said deed

$1.00 Stamps

At the time said Conveyance was Made to Plaintiff, Dorcas Barton held a Mortgage deed on said Lot No. 13), for an Amount to the Plaintiff unknown to Secure certain Promissory Notes due said Dorcas Barton and since the date of said deed of Conveyance to Plaintiff, the Defendant hath Paid off One or two of said Notes, and the Plaintiff hath Paid off one of said Notes Amounting in the aggregate to Two Hundred and Seventy five Dollars, That said Plaintiff at the time said deed of Conveyance was Made to him, he received also into his Possession certain Personal Property of the Defendant and in Consideration thereof agreed to and with the Defendant Wm L. Miller by Selling to him On Credit a Lot of Lumber and Gave his Written Promise to deliver five hundred Cords of Wood and Make Sixteen Other advances from time to time, all of which the Plaintiff hath Complied with and Made large advances for the said Wm L. Miller, and Sold said Personal Property with the Exception of Some Small articles of Small Value, and applied the Proceeds in Part Payment of the indebtedness of said Miller to Plaintiff, That said Conveyance was Made to said Plaintiff with the agreement of the Parties for the Purpose of Securing Plaintiff for any Amount which said Miller might become indebted to the Plaintiff by reason of such advances &c, and that when said indebtedness Should be paid by Defendant to said Plaintiff That Plaintiff Should reconvey the Same to said Miller or his Wife

That differences having arisen between said Wm D. Mullin and said Plaintiff as to the amount of money said Mullin owed to Plaintiff they agreed to settle by writing a copy of which is hereto to leave to Arbitration of A. Reyno Sr. Patrick and John Cullins the decision of said Amount and to abide by and stand by their Award,

That in pursuance of said Written agreement the said Arbitrators in pursuance of law, made their Written Award (a copy of which is hereto attached) awarding and deciding that said Mullin owed on said account to said Plaintiff the Sum of Seven Hundred and Forty Dollars on the 31st day of January 1867 and On Payment of which by said to Plaintiff the Plaintiff should convey said Real Estate to said Mullin & his said Wife all of which the Plaintiff is ready and willing and hath offered to do to the Defendant, But the Defendant to have Out of Each & Every of them paid said Sum or any part thereof to Plaintiff, but all of the said moneys unpaid and due the Plaintiff to wit the Sum of Seven Hundred and Forty Dollars with interest from the 31 of January 1867, and the same is a Lien on said lots

The Plaintiff further for his declaring to claim said Confession to be an absolute said Confession to the intention of the Parties and he prays Judgment for the Sum of Seven Hundred and Forty Dollars with interest from January 31 1867 against said Mullin the Plaintiff as aforesaid and Decree said Award & an Order of Sale of said Premises and On Payment of said Judgment that Plaintiff be allowed to release to said Mullin or Special Warranty Deed his interest therein to said Defendants & Each of them and that such other & further Relief may be granted as the Law requires

Robinson and Robinson Attorneys for Plaintiff

The State of Ohio Union County ss. Robert Belt Plaintiff being duly sworn do depose and say the several allegations of the foregoing Petition are all true in substance and in fact & Verily believe

Robert Belt

Sworn to before me and signed in my presence this 2d day of March 1867

Isaac Marshall Clerk

Precipe Issue Summons Great Endorse Amt Claim $740, on the 5th March from January 31, 1867 and to sell Lots 111 & 137 in Marysville Ohio Robinson & Robinson

Afterwards to wit on the 5th day of March A.D. 1867 the following writ of Summons was issued by the Clerk of said Court which is as follows to wit

Summons The State of Ohio Union County ss To the Sheriff of Union County, You are commanded to take if &c P. Miller & L. M. Miller that they have be summoned by Robert Belt in the Court of Common Pleas of Union County and that unless they answer by the 6th day of April A.D. 1867 the Petition of the said Plaintiff against them filed in the Clerks Office of said County and Petition will be taken as true and judgment rendered accordingly, You will make return of this Summons on the 8th day of March A.D. 1867. Witness Isaac Marshall Clerk of said Court and the Seal thereof at Marysville this 5th day of March A.D. 1867, Isaac Marshall Clerk 1867,

L.S. Sheriffs Return Rec'd this writ 5th March 1867, Served March 8 1867 by delivering to Each of the defendants a certified Copy of this writ, Total Sheriffs Fees $1.37 D.B. Whelpley Sheriff

Answer Afterwards to wit on the 6th day of April A.D. 1867 the following Answer of P. P. Miller and L. M. Miller was filed with the Clerk of said Court which is as follows to wit, Robert Belt Plaintiff against P. P. Miller & L. M. Miller Defendants, Court of Common Pleas of Union County Ohio. Answer

The said defendants for answer to the Plaintiffs Petition say 1st They deny that said Conveyance mentioned in said Petition was made for the Purpose and Consideration therein stated, but on the contrary the defendants say that said deed of Conveyance was made, Executed and delivered by the defendants to the Plaintiff for about Nine Consideration other or further than this to Wit, said deed of Conveyance was Executed and delivered to Plaintiff by the Defendants as a Release upon the Express Contract, Agreement, and Consideration, on the part of and between the said Plaintiff and Defendants in Consideration that said Defendants would Make, Execute and deliver said deed of Conveyance to Plaintiff, Conveying to him the Premises in the Petition described, that the said Plaintiff would immediately on the receipt thereof, Make, Execute and deliver a deed in Fee Simple for said Premises Conveying the same to the said Defendant or One of the Defendants in this Action, Defendants and do further say that the Personal Property mentioned in said Petition was delivered by the defendants to the Plaintiff for the Purpose of Securing Plaintiff for such amount as said W. L. Miller the Plaintiff become indebted to him by reason of the several Orders, advances &c mentioned in said Petition, and that said Personal Property was Amply Sufficient for that Purpose, Except as to the Amount Due on said Mortgage, which they deny was the Sum of Two Hundred and Seventy Dollars As Said by Plaintiff On the Mortgage mentioned in said Petition and that said Plaintiff took said Personal Property into his Possession and Damaged the Same by running Over Corn in Gathering and Sold and Disposed of the Corn for Much less than the Value thereof, whereby he became unable to make the Amount of said advances aforesaid, Defendants further say that the said Plaintiff has Refused or neglected to perform his Part of said Contract, and they further say that said Action was unjust and Groundless in Every Sense and was Obtained as they believe, through Partiality, Prejudice, Ignorance and Other Undue Means and Ought Not to be Enforced against them, further than to the Extent of the Amount of Plaintiffs Payment Made upon said Mortgage with the Interest thereon Defendants further say that but for the Agreement Made as aforesaid by and between the Plaintiff and Defendant as hereinbefore Set forth, the said Mrs. L. Miller the said W. L. Miller who is the Wife of the said W. L. Miller would have Conveyed said Premises to the said Plaintiff by deed as aforesaid and they say that the said Plaintiff Fraudulently obtained said deed and has Evidence to Establish the Same in Fraud of the Rights of the Defendants, and still holds the same by reason in Neglecting and refusing to Convey the Same said Premises to the said L. M. Miller and that the said L. M. Miller Ought not to be Barred or Prejudiced in her Rights as to Dower and Homestead in said Premises by reason of Having Signed said deed, The Defendants therefore pray for a decree declaring said deed to be void and directing a Conveyance of said Premises described in said deed to the said L. M. Miller with proper Covenants and for other Proper Relief. John K. Hart Attorney for Defendants

The State of Ohio Clinton County ss. W. L. Miller One of the Defendants being duly Sworn says the Facts Stated in the foregoing answer to be true

Signed by the said W. L. Miller W. L. Miller

Sworn to by the said W. L. Miller before me and signed by him in my presence this 6th day of April A.D. 1867 Taber Randall Clerk

Afterward to wit on the 27th day of April A.D. 1867 the following Reply of Robert Bell was filed in the Clerk of said Court which reads as follows to wit

Robert Belt
vs
P. L. Miller & Wife

Union County Ohio
Court of Common Pleas

Reply

And Now Comes the said Plaintiff and for reply to said answer says the several allegations in the same charging that Plaintiff obtained said Conveyance by fraud as by the petition stating that he would recover by the same to P. L. Miller Wife & Wm L. Miller are not true and denies the same & all other allegations therein set forth, stating for that any other consideration for the said Conveyance than that stated in said petition are denied and are not true

The Plaintiff denies that said award was unjust, unfair and was obtained through Inability, prejudice, ignorance, and undue means, but on the Contrary was much left in favor of Plaintiff throughout as justly his due but was the result of a careful and thorough Examination of the parties and Witnesses Court is pending on the Matter to this action

All other allegations of said answer so far as they contradict the allegations of the petition aforesaid or charge wrong, fraud or deceit on the Plaintiff or mistake of Jurisdiction left in the Chancellor are denied

Johnson and Johnson Attorneys for Plaintiff

The State of Ohio Union County ss. Robert Belt being duly Sworn says the foregoing allegations of the foregoing Reply are true as he believes Robert Belt

Sworn to before me and Signed in my presence this 27th day of April 1867

Isaac Randall Clerk

Entry

Afterward to-wit On the 10th day of May 1867 the following Entry was made upon the Journal of said Court which reads as follows to-wit

Robert Belt
vs
P. L. Miller & Wife

On affidavit of Defendant this Cause is continued at Defendants Costs. It is therefore considered, Ordered and adjudged that the Plaintiff recover of the Defendant his costs of this term of Court taxed to $

And afterward to-wit On the 4th day of November A D 1867 the following Entry was made upon the Journal of said Court which reads in the words and figures following

Robert Belt
vs
P. L. Miller & L. M. Miller

This day came the Parties to this action and submitted this Cause to the Court and thereon the Court doth find that there is due Plaintiff from Wm L. Miller as alleged in the Petition the Sum of Seven Hundred and Seventy three 33/100 Dollars, and that the Sum of Three Hundred and Eighty Six and 65/100 Dollars of said amount is a Lien on the Real Estate in said Petition described It is therefore Considered Ordered and adjudged, that the Plaintiff recover of said Wm L. Miller the said Sum of Seven Hundred and Seventy three 33/100 Dollars and his Costs herein Expended taxed to $

And it is Ordered and adjudged that if the Defendant pay said Sum within sixty days from this date to Clerk the said Sum of Three Hundred and Eighty Six and 65/100 Dollars and the Cost and Costs, an Order of Sale issue to the Sheriff of this County who is appointed Special Master for that purpose Commanding him to advertise, appraise and Sell the Real Estate in said Petition described according to Law, Selling first said Lot No 111 and then Lot No 87 if it be necessary in Order to pay said Sum found to be a Lien as aforesaid, and On the Payment & Satisfaction of said Sum of Three Hundred and Eighty Six and 65/100 Dollars interest and Costs which

& a Lien as aforesaid that the Plaintiff shall pertain to the said L. H. McMillin all of his interest in said Real Estate by deed and in default thereof this decree shall operate as such Conveyance

Attest Taber Randall Clerk

IX

C. A. Stebbins } Pleas before the Hon D. D. Conklin Presiding Judge at a
vs } Court of Common Pleas begun and held at the Courthouse
Isaac Rees } in Marysville within and for the County of Union in the State
of Ohio On the 9th day of November A. D. 1866

Petition

Heretofore to wit On the 5th day of June A. D. 1867 the following Petition was filed in the Office of the Clerk of said Court which Petition is as follows to wit

C. A. Stebbins Plaintiff } In the
vs } Court of Common Pleas
Isaac Rees Defendant } Petition

The Plaintiff C. A. Stebbins says That he was a member of a Partnership Firm doing business under the laws of Ohio at Columbus Ohio under the firm Name and Style of Stebbins Town & Co, And that while he was a member of that Firm Said Firm of Stebbins Town & Co Sold And delivered to Isaac Rees Defendant at his own request, divers goods, Wares, Merchandize And chattels on Account, A Copy of which account with the Credits and Payments Made thereon is Hereto attached and Marked "A". He further says That said Firm of Stebbins Town & Co have dissolved their Partnership And that at And upon the dissolution of said Partnership he C. A. Stebbins became the Owner of said account against Isaac Rees for a full fair and Valuable Consideration Paid to said Firm, And that he is now the Owner of said account, And that the Same is due, And no Payments have been made thereon Except as Stated in said Account He further says That there is now due to him from the Defendant Isaac Rees on said account the Sum of Six Hundred and Two & 75 Dollars ($602,75) with interest from May 15th 1867, Wherefore the Plaintiff C. A. Stebbins asks judgment against the said Isaac Rees for the Sum of Six Hundred and Two & 75 ($602,75) Dollars with interest from May 15th 1867 M. L. Bourquin Atty

The State of Ohio Union County ss. C. A. Stebbins Plaintiff being sworn says That the Statements and allegations made in the foregoing Petition are true as he verily believes C. A. Stebbins

Sworn to by C. A. Stebbins before me and Signed by him in my Presence this 5th day of June 1867 Taber Randall Clerk

Summons

(For form of Act. & Order see Book)

Thereupon the following Writ of Summons was issued by the Clerk of said Court which is and is as follows to wit

The State of Ohio Union County ss. To the Sheriff of Union County, Greeting
You are Commanded to Notify Isaac Rees That he has been Sued by C. A. Stebbins in the Court of Common Pleas of Union County and that unless he Answer by the 6th day of July A. D. 1867 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on that day of June A. D. 1867 Witness Taber Randall Clerk of said Court and the

Sum & Return

Seal Thereof at Marysville this 5th day of June A D 1867
Taber Kendall Clerk Clerk.

Read this writ June 5th 1867 and Served by delivering a Certified copy of
this writ to Isaac Rees Out the 5th day of June 1867
Total Sheriffs Fees $ 2.50 D. Shirley Sheriff by Critchfield Deputy

And on Saturday 8th day of June A D 1867 the following Affidavit and undertaking
was filed with the Clerk of said Court and Stubbs Years Leave to issue summons
to the Summons, which Affidavit is as follows to wit

Affidavit

C. A. Stebbins Plaintiff } Court of Common Pleas Union County Ohio
vs } Affidavit for Attachment
Isaac Rees Defendant } Personally C. A. Stebbins Plaintiff being first duly Sworn
says that he has Commenced an action in said Court of Common Pleas as afore
the said Isaac Rees Defendant to recover the Sum of Six Hundred and Eight Dollars (608.75)
and 75 Dollars on an account for Goods Wares and Merchandise before that time
Sold and delivered by Stebbins Tyron & Co. to said Isaac Rees at his Own request
Plaintiff further says that he was a Member of said firm at the time of the Sale of the
said Goods and that the Partnership has since been dissolved and that upon the
dissolution he Purchased said account of said firm for a full fair and Valuable
Consideration by him paid to said firm therefor and that he is now the Owner of the
same, Plaintiff further says that said account or claim is just and that
there is now justly due to him on said account from said Defendant the Sum
of Six Hundred and Eight & 75/100 Dollars ($608.75) and that he justly Ought to recover
that sum of Money from said Defendant and Affiant further says that the
said Isaac Rees has assigned and disposed of all of his Goods and Chattels
to One H. Wellborn consisting of a Stock of Clothes, Clothing, Merchandise &
fixtures in the Town of Richwood Union County Ohio, for the Consideration
and fraudulently, with the intent to defraud his Creditors, Plaintiff further says
that said Isaac Rees fraudulently Contracted the debt for which the said action is
brought and that said Goods and Merchandise Contained in said account were Sold and
delivered by the said Stebbins Tyron & Co. to said Isaac Rees by reason of fraudulent and
false representations made by the said Isaac Rees at the time said Goods were
Sold and delivered to him, and before that time and further says that said
Goods and Merchandise would not have been sold to said Isaac Rees had it not been
for said false and fraudulent representations. In proof that false and fraudulent
representations were made, the Plaintiff says, that said Rees represented that
he was worth $ 1000 00/100 at the time of the first Purchase, and that he did not owe
any Person One dollar, and he states subsequently the same facts, with the gen-
-eral allegation that he owed no One Except Stebbins Tyron & Co. and from one to five hun-
-dred dollars in Cincinnati. While on the Contrary it appears that he either
was legally indebted at that time or that he most Misrepresents his indebtedness

C. A. Stebbins

Sworn to by C. A. Stebbins before me and Signed by him in my presence this
5th of June 1867
Taber Kendall Clerk

Undertaking

Witness C. A. Stebbins has Commenced a civil action against Isaac Rees, in
the Court of Common Pleas of Union County Ohio to recover of him the Sum
of $608.75/100 and has applied to said the Clerk of said Court for an Order
of attachment, to be issued against the said Isaac Rees in said action
by filing the necessary affidavit therefor, Now therefore We C. A. Stebbins

& Samuel McCampbell and McL Dawson his Sureties do Severally and
take to the said Isaac Rees in the Penal Sum of Twelve Hundred and
Twenty five Dollars that the said C. A. Stebbins shall pay the said Isaac Rees all
damages which the said Isaac Rees may sustain by reason of said attach-
ment if the Order of Attachment should have been wrongfully obtained
Dated this 5th day of June 1867. C. A. Stebbins Saml McCampbell McL Dawson
Taken & Entered in Docket of said Court & Sworn to & Approved of the above undertaking
and the Sureties thereto, June 5th 1867 Taber & Kendall Clerk
And thereupon on said 5th day of June 1867 the following Order of Attachment
was issued by the Clerk of said Court which is in the words & figures
Order of Attachment. as follows to wit, The State of Ohio Union County ss
Court of Common Pleas, C. A. Stebbins vs Isaac Rees, To the
Sheriff of the County of Union. You are Commanded to attach and
Safely keep the Lands Tenements, Goods, Chattels, Stocks or interest in
Stocks, Rights, Credits, Moneys and Effects of the Defendant
Isaac Rees (not Exempt by law from being attached to the Payment
of the Claim of the Plaintiff C. A. Stebbins & to summon them to
Satisfy his Claim for Sixty Three and 50/100 Dollars and
Sixty Dollars the probable Costs of this action, You will make due return of
this Order On the 18th day of June A D 1867, Witness My Hand and Seal
of said Court at Marysville this 5th day of June A D 1867
Taber Kendall Clerk of the Court of Common Pleas Union County
Received this writ June 5th 1867 and Served by delivering a certified Copy of this
writ to Isaac Rees On the 6th day of June 1867 And On the Same day I attached
in the presence of Andrew Spratt and Philander Roberts two Freeholders of
Union County the Goods and Chattels Lands and Tenements Contained in the
Schedule returned in the case of C. A. and B. Foraker against Isaac Rees
and A. Wareham, Said Goods were of sufficient under a former attachment
of the Sum of Two Thousand four hundred and forty three 86/100 Dollars and
I have the Same in My possession Total Shuggables $ 277 P. C. Shadley Sheriff
By Martin DeLong Dy
Afterwards to wit On the 9th day of November 1867 the following Entry was made in the
Entry Journal of said Court which reads as follows to Wit, C. A. Stebbins vs Isaac Rees
This day came the Plaintiff and the Defendant came not but made default, and this cause
came on to be heard and thereupon the Party desiring a jury it was submitted to the Court by the Plaintiff
On the Petition and Evidence, & On Consideration Whereof the Court with the consent of the
Plaintiff do find the allegations of the Petition to be true and that there is due from
the Defendant to the Plaintiff On the account set forth in the Petition the Sum of Six
Hundred and Twenty & 75/100 Dollars ($620 75) & it is therefore Considered, Ordered
and adjudged by the Court that the Plaintiff recover of the Defendant said Sum
of Six Hundred and Twenty & 75/100 Dollars found due as aforesaid, and also his
Costs herein Expended taxed to $ And it is Considered Ordered and
adjudged, That the Motion heretofore by Defendant to dissolve the Attachment be
Overruled, And it appearing to the Court that the Summons and Return attached in
this Cause has been made by publication by Posting Copies in Six Public Places and the Statute relating to Service of Notice of
Property, & it is further Ordered and adjudged by the Court that the Sheriff of this
County proceed to advertise and Sell according to Law the Real Estate Seized in
Attachment in this Cause to Satisfy said Judgment & interest & Costs —

anor it appearing to the Court that there are Other and prior liens by attachment upon the same Real Estate, Leave is granted to the Plaintiff to withdraw proceedings under the Order of Sale, and to Issue Execution against the Property of the said Isaac Ong at any time he may be put to do ——— " ——— " ———

Before Calvin Randall Clerk ——

X

D S Hamilton Admr of D. D. Welsh vs R. J Shadyack & M. J Shadyack

Plea before the Hon. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 25th day of June A D 1866

Petition

Came the Plaintiff by Hamilton & Orr his Attorneys & filed his Petition and the Clerk of said Court which reads as follows to wit

$5000 Stamps

D S Hamilton Administrator of D. D Welsh Plaintiff

vs

R J Shadyack and M J Shadyack Defendants

Court of Common Pleas

Union County Ohio

Petition

The Plaintiff says he is administrator of the Estate of D D Welsh deceased, Cause of Action No 1, The Plaintiff says that on the 25th day of March 1857, the Defendant R J Shadyack made and delivered to said D D Welsh his promissory note of that date whereby he promised to pay D D Welsh or bearer One day after date One Hundred Dollars for Value received The following is a copy of the Note $100 One day after date I promise to pay D D Welsh or bearer the Sum of One Hundred Dollars for Value received this twenty third of March A D 1857 Signed R J Shadyack"

No 1

Upon is due to Plaintiff on said Note $ 100,00 with interest from the 25th day of March 1857, On the said 25 day of March 1857 said R J Shadyack and M A Shadyack Executed and delivered to said D D Welsh their Mortgage deed on the and Hereinafter described to secure the Payment of said Note to wit In the Town of Marysville and being the South half of Lot No 1 on on the South West Corner of Out Lot No 1 in Mc Davis addition to the town of Marysville and being the South half of a lot bought by Henry E Hammett of Mc A Smith Commissioner and by him Conveyed to Adam Wolford and Sold by him to Wm Davis & by them to Wm Roberts and by him to R J Shadyack" Said Mortgage was recorded April 4th 1857 in Book No Pages 577 & 600, and the Same by reason of the Non Payment of said Sum and the interest has become absolute Second Cause of Action

2d

The Plaintiff says that on the 29th day of May 1858, the Defendant R J Shadyack made and delivered to said D D Welsh, bearing date said David D Welsh his promissory Note of that date whereby he promised to pay said D D Welsh or bearer on day after date the Sum of One Hundred & Eighty 88/100 Dollars for value received On the 29th day of May 1858 With interest after two years Which Sum is due to him as Administrator of said D D Welsh One Hundred and Eighty 88/100 Dollars with interest from the 29th day of May 1857 The following is a copy of said Note" Marysville May 29th 1858 On the 29th day of May 1858 for Value received I promise to pay David D Welsh or bearer One Hundred and Eighty Dollars and Eighty Eight Cents & draw interest after two years Signed R J Shadyack

L S

The Plaintiff Thereon Says That as to his First Cause of Action he May have a
judgment against said R.H. Shadrack for said Sum of $ 100,00 with Interest
Thereon from the 25th day of March 1857, for a Foreclosure of said Mortgage and
an Order to Sell said Mortgaged Premises to Pay said judgment and for Other
Proper Relief. As to his Second Cause of Action he Says plaintiff may have
said R.H. Shadrack for said Sum of $ 181 88/100 with Interest Thereon from May
29th 1857 and for Other Proper Relief. C.S. Hamilton

State of Ohio Union County ss. C.S. Hamilton Plaintiff in the Foregoing Petition named
being Duly Sworn Says the Statements of the Foregoing Petition are true
Sworn to by C.S. Hamilton before me and Signed by him in my Presence April 3 1866
Taber Randall Clerk

Plaintiffs Praecipe. Taber Randall Clerk,
Issue Summons to Sheriff of Delaware County
Endorsed "Amount claimed on First Cause of Action $ 100,00 with Interest from
March 23d 1857 And Foreclosure of Mortgage on Mayfield, Amount claimed
On Second Action $ 181 88/100 With Interest from May 29th 1857"
C.S. Hamilton

Summons

After and to wit On the 3d day of April A.D. 1866 the following writ of Summons
was issued by the Clerk of said Court which reads as follows to wit
The State of Ohio Union County ss. To the Sheriff of Delaware County
Greeting. You are Commanded to Notify R.H. Shadrack and M.A. Shadrack that
they have been Sued by C.S. Hamilton Adm'r of the Estate of D.D. Welsh dec'd
in the Court of Common Pleas of Union County and that unless they answer
by the 5th day of May A.D. 1866, the Petition of the said Plaintiff against
them filed in the Clerks Office of said Court such Petition will be taken as true
and judgment rendered accordingly. You will make due return of this Summons
on the 16th day of April A.D. 1866, Witness Taber Randall Clerk of said
Court and the Seal thereof at Marysville this 3d day of April A.D. 1866
Taber Randall Clerk

L.S.

Sheriffs Return

The Return of the Sheriff thereon thereto Writ reads as follows to-wit -
April 4th 1866 Rec'd this Writ and on the 10th day of April 1866 Personally
Served the Within named R.H. Shadrack and M.A. Shadrack Each on the a
bove and Certified Copy of this Writ, Total Sheriffs Fees $ 3,80
Jno. M. Lacey Sheriff Delaware Co. Ohio,
And afterward to wit On the 4th day of May 1866 the following Answer was filed
in the Clerk of said Court which reads as follows to-wit
C.S. Hamilton Adm'r Plaintiff
vs
R.H. & M.A. Shadrack Defendants

Court Com. Pleas
Union County

The Answer of R.H. Shadrack to the Petition of C.S.
Hamilton Adm'r of David D. Welsh dec'd. The said Defendant as to cause of
Action No 1, Says that said cause of action is a Note and Mortgage, Given Executed
by Defendant and Delivered to the said Welsh in his life time, That said Note and
Mortgage were wholly without Consideration, Never having been received by
Defendant nor any Paid by Plaintiff, But Defendant Says that said Note
and Mortgage were made and delivered on the Faith that said Welsh
would account to Defendant for Same in the Settlement of their Mutual ac-
counts, Notes and dealings, But Defendant Says no Settlement was ever made with
said Welsh in his life time by Defendant, Nor has any Person or Since with his Said
Administrator

2 Said Defendant for a Second defence to said first Cause of Action No 1, says that said Welsh took Possession of said Mortgaged Premises On or about the first day of April 1857 and commenced and Continued to use and occupy said Premises by himself & those claiming under him until the Commission being three years, and Defendant says that rents, occupation, gains and profits are well worth Twenty five dollars per year making the Sum of Two Hundred and Twenty five Dollars for which Sum the Plaintiff is justly indebted to the Defendant. For a third defence to said Cause of action No 1, Defendant R. M. Shadrach says that the house on said mortgaged premises when said Welsh took Possession thereof, and that the house has been burnt down and destroyed while in the Possession and use of said Welsh, and by the negligence of said Welsh, by reason of which Defendant has sustained damages in the Sum of Seventy Five Dollars more, The Defendant avers that said Welsh is justly indebted for said use and occupation and for said House in the Sum of Three Hundred Dollars.

As to the Plaintiffs Cause of Action No 2 Defendant R. M. Shadrach says that the same was the last Payment on a lot of five & 3/4 acres of land near Marysville on the North side of Spill Creek, the same that Mortgage by said Shadrach to said Welsh, Recorded in Mortgage Record Book 2 Page 330 & 331 Union County Records. Defendant says that he was to pay said Welsh $ 80 per acre for said land - said sum One Hundred dollars in Cash, and gave him a Mortgage for Deferred Payments, Second Note of $ 193,80 on which said Mortgage was for Closed, said land Sold, proceeds applied and paid said last named note, and left as Defendant is informed about $33, Over which has never been paid - the said Welsh having broken the Purchase of the land - -

The Sale was confirmed February 1861. Defendant therefore avers that he is entitled to an offset of said $33, and interest since February 1861 Making Principal and interest Sixty One 60/100 Dollars. For Second Defence to said Cause of Action No 2, Defendant says that said Welsh took Possession of said 5 3/4 acres of land about April 1 1857, and held until Feb, 1861 when the said Sale of the land to him was confirmed, That said Welsh during said Period of four years used and occupied and had the rents and profits of the same, and Defendant avers that the same was well worth Twenty Dollars per year, Making in all the Sum of Seventy six Dollars for said time being three years and ten Months, and that Defendant should have the same with interest as an offset against said Note. For a further defence says that in the Month of October 1856, Defendant sold and delivered to said Welsh to apply on said Note mentioned in Cause of Action No 2 in Plaintiffs Petition, One Cord worth $ 22, three yearling cattle at $ 9 dollars each Making $ 27, 34 Sheep at $ 2,20 per head Making $ 74,80, Making in all $ 123,80 for which the Defendant is Entitled to a Credit on said Note and which said Welsh promised to make, The Defendant avers that the first claim of said Plaintiff against Defendant is the said Note No 2, for One Hundred and Eighty Dollars 88 cents with interest from May 29 1858, Making Principle and interest to this date Two hundred Sixty seven 60/100 dollars against which the defendant is entitled to Credits and allowances as aforesaid for the following items before mentioned & to wit, To rent of said Mortgaged Premises $ 225, To price and Value of said House destroyed $ 75, 00, For rent of said 5 3/4 acres of land $ 76,00, Interest thereon since Feby 1861, $ 22,80, To Overplus of Money on Sale of 5 3/4 acres of land $ 33,

Interest Since Feby 1861 $ 88,80, $ 9,60, Tp Price of Cattle and Sheep $ 173,80, Interest on Same Since Oct, 1856 $ 70,49, Total $ 634,69, which being Substracted from said Note and Interest No 2, Left $ 367,60, Leave justly due Defendant from the Plaintiff as such Administrator of D. D. Welsh Deceased for which the Plaintiff as Administrator is justly indebted to Defendant At the Commencement of this Suit, And which the Defendant prays may be allowed him as Offsets. Payments and Credits as set forth, being the Amount due Defendant after allowing Just Claim of Plaintiff & for which Defendant prays judgment against said Plaintiff as such Administrator as aforesaid

Cole & Cole
Attys for Defendant

State of Ohio Union County ss R. J. Shadrack being first duly Sworn Says That the Statements of the foregoing Answer are true as he verily believes

R. J. Shadrack

Sworn to by R. J. Shadrack before me and Signed By him in My Presence May 4th 1866

Faben Randall Clerk

Afterwards to wit On the 15th day of May 1866 the following Entry was made on the Journal of said Court which reads as follows to wit - - -

C. S. Hamilton Admr &c
vs
R. J. Shadrack & Wife
Same Continued

Entry

Leave granted Plaintiff to file a Reply by the 4th day of May, Reply filed same

Afterwards to wit On the 14th day of May 1866 the following Reply of C. S. Hamilton Admr &c was filed with the Clerk of said Court which reads as follows to wit - -

C. S. Hamilton Administrator of D. D. Welsh Plaintiff
vs
R. J. Shadrack and M. J. Shadrack Defendants

Reply

Court of Common Pleas
Union County Ohio

Reply

The Plaintiff for Reply to the Answer of the Defendant says 1. He has no knowledge whatever tending to the several allegations of the Answer, Except what is said in the Answer, Since he does not admit them, but denies the Whole of them and demands the Proof 2. That the Claim of the Defendant for a Cow, three yearling Cattle & Thirty Sheep Amounting in all to $ 135,00 is barred by the Statute of Limitations

C. S. Hamilton

State of Ohio Union County ss C. S. Hamilton being Sworn says that the Statements of the foregoing Reply are true as he verily believes

C. S. Hamilton

Sworn to by C. S. Hamilton before me and Signed By him in My Presence October 30 1866

Faben Randall Clerk

Entry

Afterwards to wit On the 8th day of November 1866 the following Entry was made upon the Journal of said Court which reads as follows to wit

C. S. Hamilton Admr &c
vs
R. J. Shadrack Defts

And Now Comes the Parties to this action by their Attorneys C. S. Hamilton Attorney for the Plaintiff Leaving withdrawn his Demurrer, And both Parties agreeing them to the Court Ordered that the Matter herein Concerned be referred to Ogle Lawson Master Commissioner and his report to be made to this Court at the first day of the next term, Either Party having the right to take depositions after three days Notice

And afterwards to Wit On the 25th day of June AD, 1867, the following Entry was made upon the Journal of Said Court to which Reads in the Words and figures following to Wit. Wm Hamilton Admr of the Estate of D.D. Welsh Decd. Plff

Against

R. & Shadrack Defendants

This day came the Parties by their Attorneys and thereupon the Report of Mr. C. Sayrs Master Commissioner of this Court heretofore made in this Action in the aforesaid Order of Judgment R. Shadrack Owes to the Plaintiff as Admr of D.D. Welsh decd, the Sum of One hundred and fourteen Dollars and Seventy Nine Cents Mr Commissioner by the Court here, and Ordered in all things to Stand Confirmed. Thereupon it is Considered Ordered and adjudged by the Court Execution Admr of the Estate of D.D. Welsh Decd. Recover of the Defendant Said Sum of One hundred and fourteen Dollars and Seventy Nine Cents his Debt aforesaid and also his Costs herein expended, and it is further Ordered and adjudged by the Court that the said Defendant R. Shadrack have ten days from the close of this term of Court to Pay to said Plaintiff the said Sum of One hundred and fourteen Dollars and Seventy Nine Cents Debt aforesaid together with the Costs of Suit, An Order issue to the Sheriff of Union County Ohio Who is hereby Directed Special Master Commissioner Or Other person Commanding them to Cause the said Lands and Tenements in the Plaintiffs Petition described to be sold at the Court House in Marysville within and for the County of Union in the State of Ohio on the 9th day of November A.D. 1867 - - - -

Be it remembered that on the 1st day of June 1867 the following Petition was filed with the Clerk of said Court which reads as follows to Wit

A & L Bournstein & Co,
Partners in Name of A & L Bournstein & Co Plaintiffs
Against
Isaac Lees & Jo Worthen, Defendants

Court of Common Pleas
Union County
Ohio

PETITION

The said Plaintiffs say that there is due to them from the said Defendants Isaac Lees On an account a copy of which is here to attached Marked "A" the Sum of Seven and fifty four & 49 Dollars Wherefore the said Plaintiffs ask Judgment against said Isaac Lees for said Sum of Seven Hundred and fifty four and 49 Dollars, Second, The said Plaintiffs say that the said Isaac Lees was also indebted to Tobias and Grunbaum Partners doing business

Bond

A & L Bournstein & Co
vs
Isaac Lees Et als

Pleas before the Hon. D.S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 9th day of November A.D. 1867 - - - -

in that Name in the State of Ohio on account a copy of which is here to attached marked "B" in the Sum of Two Hundred and Twenty Six 20/100 Dollars which account is duly assigned to Plaintiffs, and there is due the Plaintiffs thereon the Sum of Two Hundred and Twenty Six 20/100 Dollars & therefore the Plaintiffs ask for judgment against said Isaac Rees for said Sum of Two Hundred and Twenty Six 20/100 Dollars making in all Four Hundred and Eighty Dollars & 64/100 — Robinson & Robinson Attorneys for Plaintiffs

The State of Ohio Union County ss. I John W Harker One of the Plaintiffs in the said Plaintiffs being duly Sworn do depose and say the Several allegations of the said Petition are true

John W Harker

Sworn to before me and Signed in my presence by John W Harker this 1st day of June 1867

Tabor Randall Clerk

Issue Summons and Endorse Suit for $754.00 on acct & $226.20 on acct assigned $980.20

Robinson and Robinson Attorneys for Plaintiff

Affidavit

And thereupon to wit on said 1st day of June 1867 the following Affidavit of John W Harker was filed with the Clerk of said Court which reads as follows to wit

A & D Fountstein & Co, Plaintiffs

vs.

Isaac Rees & Co, Defendant

Court of Common Pleas

Union County Ohio

Affidavit

I John W. Harker One of the Plaintiffs being duly Sworn do depose and say the said Plaintiffs have Commenced a Civil action in said Court against the said Defendants to recover of the said Isaac Rees Defendant the Sum of Nine Hundred and Eighty 64/100 Dollars now due and payable to the said Plaintiffs from the said Defendant Isaac Rees On an account for goods before that time Sold and delivered to said Isaac Rees at his request as follows to-wit an account for Seven Hundred and fifty four 46/100 Dollars by the Plaintiffs to said Isaac Rees and two Hundred and Twenty 64/100 Dollars by Tobias & Greenbaum Partners assigned to Plaintiffs making said Sum of Nine Hundred and Eighty 64/100 Dollars & the said John W. Harker from the said affidavit states that said Claim is just and that there is now justly due the Plaintiffs on the said account the said Sum of Nine Hundred & Eighty 64/100 Dollars from the said Isaac Rees, and the Plaintiffs Ought justly to recover that Amount Further affiant further Saith the said indebtedness of Seven Hundred and fifty four 46/100 Dollars was contracted fraudulently by the said Isaac Rees since that said goods was Sold & delivered to him by the Plaintiffs by reason of fraudulent & false representations made by the said Isaac Rees at the time said Goods was Sold and delivered to him by the Plaintiffs, Affiant further makes Oath that said Isaac Rees hath assigned to the Defendants &c. Secretions all of his goods and chattels consisting of a Stock of Merchandise in the Village of Richwood in the said County of Union without consideration & fraudulently & for the purpose of & with the intent to defraud & cheat the Plaintiffs his Creditors out of the said Sum of Money & further this deponent Saith Not

John W. Harker

Sworn to before me and Signed in my presence by John W Harker this 1st of June 1867

Tabor Randall Clerk

Bond

And on said 1st day of June the following Bond was filed in the said Clerk of the Court of Common Pleas of the County of Union which reads in the words and figures following to wit

Whereas A & D Fountstein & Co have Commenced a civil Action against Isaac Rees in the Court of Common Pleas of Union County Ohio

to recover of him the Sum of Nine Hundred and Eighty $^{64}/_{100}$ Dollars & such
as specified to the Clerk of said Court for an Order of Attachment by reason of
the Defendants Non Residence & that A & R Bornstein & Co. and John W.
Hanson in his individual right and B. W. Robinson as their Surety do hereby
undertake to said Isaac Lee in the Penal Sum of Fifteen Hundred Dollars that
the said A & R Bornstein & Co. shall pay to said Isaac Lee all damages which
the said Isaac Lee shall sustain by reason of said attachment if the Order shall
never be made finally Obtained Given / 1867 A & R Bornstein & Co (Seal) John W.
Hanson Seal B. W. Robinson Seal & Taber Randall Clerk of said Court do
certify that the above undertaking and the Sureties thereto June / 1867 Taber Randall Clerk
Issue Summons Let to Writ Ordered first day of June AD 1867 Thereupon was Writ of Summons
was Issued by the Clerk of said Court which with the return of the Sheriff endorsed
thereon and also of the following to Wit, The State of Ohio Union County ss. To the
Sheriff of Union County, You are Commanded to Garnishy Isaac Lee
and B. W. Robinson that they have been Served by A & R Bornstein & Co. in the
Court of Common Pleas of Union County and that unless they answer
by the 2nd day of June D 1867 the Petition of the said Plaintiff against
them filed in the Clerks Office of said Court such Petition will be taken
as true and judgment rendered accordingly, You will make due return
of this Summons On the 10th day of June A D 1867.
Witness Taber Randall Clerk of said Court and the Seal thereof at
Marysville this 1st day of June A. D. 1867 Taber Randall Clerk By T.
Received this writ June 1st 1867 And Served by delivering a certified copy of
this writ to B. W. Robinson on same day, and by delivering a certified copy of
the Writ to Isaac Lee On this 1st day of June 1867 Total Sheriffs Fee $ 4.50
S. B. Shipley Sheriff By T. Martin Deputy
And the following Order of Attachment was Issued by said Clerk on the said
first day of June A.D. 1867, Which is read in the words and figures following
The State of Ohio Union County ss. Court of Common Pleas
A & R Bornstein & Co. Pltf Isaac Lee & B. W. Robinson, Garnishees, To the Sheriff of the County
of Union, You are Commanded to attach and safely keep the lands, Tenements
Goods, Chattels, Stocks or interest in Stocks, Rights, Credits, Moneys and Effects
of the Defendant Isaac Lee not Exempt by law from being applied to the
Payment of the Claim of the Plaintiff A & R Bornstein & Co, or so much
thereof as will satisfy said Claim for Nine Hundred and Eighty $^{64}/_{100}$ Dollars &
64 cents and forty Dollars the probable Costs of this action, You will also
Garnishy B. W. Robinson that he has been Served as Garnishee in this action, and
that he be and appear before Our said Court On the 25th day of October next to
Make Answer Under Oath to all Questions that may be Put to him touching the
Property of every description and Credits of the Defendant in his Possession
or under his Control and all Amounts Owing by him to the Defendant without
Delay or Suit. You will Make Return of this Order On the 10th day of June AD 1867
Witness My Hand and Seal of said Court at Marysville this first day of June AD 1867
Taber Randall Clerk of the Court of Common Pleas Union County
The following is the return of the Sheriff Endorsed upon said Order and Read
as follows to Wit "Received this Writ June 1st 1867, I have this day attached
in the Presence of Edward Stiles and William Hamilton two free Holders of
Union County the following goods and Chattels Lands and Tenements to wit

Contained in the Schedule hereto attached belonging to the said Isaac Rees & O. Wortham and have Caused the Same to be appraised according to law, by two Disinterested Holders of Union County whose names are Signed to the Schedule) under Oath at the Sum of Two thousand four Hundred Sixty Nine 86/100 Dollars and have the Same in my Possession, And I have this day Served by delivering unto Said Copy of this Writ On O. Wortham the Garnishee, June 4th 1867 Said on Isaac Rees by delivering to Him a Certified Copy of this Writ

Total Shriffs Fees $ 8.25 A. B. Whelpley Sheriff by T. Martin Deputy

And afterward to Wit On the 9th day of November A D 1867 the following Entry was made upon the Journal of Said Court Which is as follows to wit

Entry — A. & S. Bowerstine & Co
vs
Isaac Rees & Wortham

This day came the Plaintiff by their Attorney and the Defendant Isaac Rees Came not, and thereupon this Cause was Submitted to the Court On the Petition and Evidence and thereupon the Court do find for the Plaintiff that there is due them as alleged in Said Petition from the Defendant Isaac Rees the Sum of Nine Hundred and Eighty 86/100 Dollars, and it is therefore Considered, Ordered and adjudged by the Court that the Plaintiff recover of the said Isaac Rees this Sum of Nine Hundred and Eighty 86/100 Dollars and their Costs in this behalf Expended taxed to $ And it is further Ordered that they Cause be Assigned unto O. Wortham and it is further Ordered that the Motion of Isaac Rees to dismiss the Attachment be Overruled. And the Court do therefore Order and adjudge that the Sheriff of this County proceed to advertise and Sell as according to law the Property and Real Estate Seized by him in Attachment in this Cause or So much thereof as may be necessary to Satisfy Said Judgment Interest and Costs . . .

Attest Taden Randall Clerk

Comfort L. Patton
vs
Roswell Ashbaugh Etal

Pleas before his Hon D S Conklin Presiding Judge of a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 17th day of February A D, 1868

Be it remembered that On the 17th day of May A D 1867 the following Petition of Comfort L. Patton was filed with the Clerk of Said Court which is as follows to Wit

Petition — Court of C. Patton against Alvin Thompson, Robert W. Patterson, Rhoda Patterson his wife, Roswell Ashbaugh, Harrison Ashbaugh, Franklin Ashbaugh, Sarah Jones Defendants, in Court of Common Pleas Union County

The Plaintiff Comfort L. Patton of Lucas County Ohio Comes and Says that She is the Owner and Seized in Fee Simple of Five Eighths (5/8) of the lands and tenements hereinafter described, The Plaintiff further Says that Intitle to Said Estate is derived as follows Jacob Ashbaugh in his life time on the 26th day of April 1864 Executed his last Will and Testament which was Proved June 20 1864, by which he devised to this Plaintiff, to Robert Ashbaugh, Joseph Ashbaugh Simeon Ashbaugh, Jane Patterson, Mary Courtney, Nancy Colbrook and Elizabeth Blair, Part of his Children Said Real Estate to be divided Equally among them and Sarah Jones an Other daughter of the deceased was to Share Equally with them Other named in Said Will should be predeceased by Jacob & Grant

The said Estate of Said Wm Ashbaugh was at Sec 6 T 3 R 14 in said Union County Ohio and consisted of Lot No 6 (Six) in a Subdivision of Lots in a part of Survey No 3354 in Union County Ohio" bounded On the North by Lot No 7 in Same Subdivision reference being had to a Plat of Same On Record in the Recorders office in Union County aforesaid Book No. B Page 274, 2d All That Piece or Parcel of Land Situate in the town of Marysville Union County Ohio, and bounded as follows, Beginning at the S. W. Corner of a lot of about One Half acre Sold by Lewis Culp & to Silas A Strait and being Part of Out Lot No 1, (One) in the town of Marysville thence running N 1/2 E with Said Strait to a Stake 20 Poles to the North West Corner of Said Strait — in Said North Line then a with Said Line N 89° W Five Poles to a Stake, thence S 1/2 W 20 Poles to a Stake in the North Margin of North Street, thence with Said Street S 89° E five Poles to the Beginning Containing One Hundred Poles (More or less

The Prayer of Said Petition is that the Said interest of the Plaintiff in Said Parcels of Real Estate to wit 5/8 (Five Eighths) Part of Each Thereof be Set off to her in Severalty, if the Same Can be done without Manifest injury to the Value of Said Estate, Or Otherwise that the Same be Sold by Order of Court, And that the Plaintiff have Such Other and further relief in the Premises as Equity and good Conscience may require

P. B. Cole Atty for Plaintiff

State of Ohio Union County ss. P. B. Cole being Sworn Says That he is the Attorney for Mrs. Comfort D. Patton the Plaintiff and that he believes the Statements of the foregoing Petition to be true, Affiant further Says That the reason why the Plaintiff Herself Verify this Petition herself is That She is a resident of the State of Iowa and is absent from this County. P. B. Cole

Sworn to and Subscribed by P. B. Cole before me & Signed by him in my presence this 17th day of May 1867

Tabin B Andrews Clerk

Precipe

Comfort D Patton
vs
Perry Ashbaugh Et al

Issue a Summons returnable according to Law for Alvin Thompson & Sheriff of Union Co. And Jonathan Pearson, Coroner, And Franklin Ashbaugh & Sheriff of Perry County, Suits brought for Partition of Real Estate in Marysville Union County O

P. B. Cole
Atty for Plff

I hereby waive the issuing & Service of Summons & Enter my Appearance herein May 23rd 1867
J Evan Thompson

Afterwards to Wit On the 15th day of May A.D. 1867 the following Entry was filed by the Clerk of said Court which reads as follows to Wit

The State of Ohio Union County ss. To the Sheriff of Perry County, Ohio Greeting: You are Commanded to Notify Roswell Ashbaugh, Harrison Ashbaugh & Franklin Ashbaugh that they are Defendants in a Petition filed by Comfort D Patton in the Court of Common Pleas of Union County and that unless they answer said Petition on the 2nd day of June A.D. 1867 the Petition of the said Plaintiff against them will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 10th day of June A.D. 1867 Witness Tilton Randall Clerk of said Court and the Seal thereof at Marysville this 8th day of May A.D. 1867

Tilton Randall Clerk

Return of Sheriff of Perry County, Ohio Receive this Writ May 13th 1867 & Obedience to the Command of the Within Writ I on the 30th day of May A.D. 1867 Served the Within Harrison Ashbaugh & Franklin Ashbaugh Personally by a Certified Copy of the Summons upon Each of them & the Same day before Mentioned Served the Within Roswell Ashbaugh Personally by a Certified Copy of this Summons upon Him, He having Control of Said Premises, Dan'l Sheridan, Dan'l on the 31st day of May 1867 Served the Within Franklin Ashbaugh Personally by a Certified Copy of this Summons & on the 31st day of May 1867 Served upon Isaac Ashbaugh by a Certified Copy of this Summons having the above Named Roswell Ashbaugh in his Care Total Sheriff's Fee $4.05

Thomas Ryan Sheriff of Perry County Ohio

Afterwards to Wit On the 30th day of October 1867 the following Entry was made upon the Journal of Said Court which reads as follows to Wit

Entry

Comfort D Patton
vs
Roswell Ashbaugh Et Als
Franklin & Harrison Ashbaugh

On Motion to the Court it is Ordered that D W Robinson be Appointed Guardian Ad Litem for the Infant Defendants Roswell & Franklin Ashbaugh, Phebe Robinson & Reuben Ashbaugh Heirs at Law & Next of Kin of Isaac Ashbaugh Deceased and that they Enter their Appearance accordingly - Which is done as follows

Comfort D Patton Plaintiff
vs
Roswell Ashbaugh Et Als Defts

Com. Pleas
Union Co.
Partition
Roswell Ashbaugh Harrison & Franklin Ashbaugh Infant Defendants

Answer Com. & Petition

By D W Robinson their Guardian Ad Litem

Now Comes Said for Answer to Plaintiffs Petition Says that he denies the allegations in the Said Petition, and asks the Court to protect their interests and rights which on account of their tender years they are themselves unable to do

D W Robinson Guardian Ad Litem

Supp. Pet.

And On Said 30th day of October A.D. 1867 the following Supplemental Petition was filed With the Clerk of Said Court which reads as follows to-Wit

Comfort D Patton Plaintiff
vs
Roswell Ashbaugh Et Al, Defts

Union Com. Pleas
In Partition

The Plaintiff Comfort D Patton says that on the 17th day of May 1867, She filed her Petition in this Court Praying among other things Partition of the Several Parcels of Real Estate therein described, alleging That She was the Owner in Fee Simple of Five and undivided One Eighth Part of the Same, And also alleging therein That Mrs Patterson Wife of Robert W. Patterson was the Owner of One Eighth Part of Said Real Estate.

The Plaintiff Says by Way of Supplement that Since filing Said Petition That She has Purchased the Interest of Alvin Thompson & Robert N. Patterson in Said Lands by Deeds Shown to the Court, their Said Interest being One Undivided One Eighth thereof, and that Plaintiff is now the Owner of Three fourth Parts of Said Real Estate, The Plaintiff therefore asks that Three fourth Parts of Said Real Estate be Set off to her in Severalty instead of 5/8 Parts

P. Bloch Atty for Plaintiff

And On Said 30th day of October AD 1867 the following Entry was made upon the Journal of Said Court to Wit

Entry — Comfort D Patton
vs
Roswell B Hanson et als

This Cause Came On to be Heard upon the Petition of Plaintiff Answer of Guardian Ad Litem of Infant Defendants, and On Motion of P Bloch Attorney for Plaintiff It is Ordered that by the Oaths of B. F Fay Levi Longstake and Wms A Henderson Partition be Made of Said Lands in the following proportions to Wit. To Said Comfort D Patton Three Equal Fourth Parts To Alvin Thompson One Equal Eighth Part. To Roswell, Hanson, And Franklin Ashbaugh Each One Twenty Fourth Part, And it is Further Ordered that a Writ of Partition issue to the Sheriff of Union County Commanding him to Cause Said Partition to be Made accordingly —

And afterwards to Wit On the 4th day of November AD 1867 the following Writ of Partition was Issued by the Clerk of Said Court which Process is the Words and Figures following — to Wit

Writ of Partition

The State of Ohio Union County ss. } To the Sheriff of Said County Greeting

We Command You That Without Delay by the Oaths of B. F Fay Levi Longstake and Wms A Henderson, you Cause Partition to be Made of the following described premises Situate in the County of Union and State aforesaid To Wit, Two Acres of Land known as Lot No 6 (Six) in a Subdivision of Lot in Survey No. 3354 Bounded on the North by Lot No. 7 in Said Subdivision — 2d All that Piece or Parcel of Land Situate in the Town of Mechanicsville in Said County of Union and bounded as follows, Beginning at the S W. Corner of a Lot of about One Half Acre, Sold by Levi Phelps to Wms A Stinaker being East of and Lot No. 1 (One) in Said Town of Mechanicsville thence N & West Said Stinakers Lein 20 Poles to the N W. Corner of Said Stinaker in On a Straight line thence With Said lein N 89° W 5 Poles to a Stake, thence S 1° W 20 Poles to a Stake in the North Margin of North Street thence With Said Street S 89° E 5 Poles to the Beginning Containing 100 Poles More or less, Among the Persons Named Herein and in the following Proportions to Wit, To Comfort D Patton the Equal (3/4) three fourth Parts To Alvin Thompson One Equal (1/8) One Eighth Part, To Roswell Hanson and Franklin Ashbaugh Each One Twenty Fourth Part in pursuance of An Order Lately Made in Our Court of Common Pleas Within and for the Said County of Union in a certain Petition for Partition Wherein the Said Comfort D Patton is Petitioner and the Said Roswell Ashbaugh and Others are Respondents and that your Proceedings in the Premises you distinctly certify under your Hand to Our Said Court on Thursday, Witness My Hand and the Seal of Said Court of Common Pleas at the Court House in Marysville this 4th day of November AD 1867

John Randall Clerk

Sheriffs Return, We Command by the Foregoing Writ of Partition I have Executed the Same by the Oaths of B. F Fay Levi Longstake & W A Henderson, Partitions to be Made as Will Appear by the Report of the Viewing & and Commissioners Summons & Returned

Total Shrieffs & Com. Fees $16.75 Given under my Hand this 4th day of November A D 1867

D. B. McKelvey Sheriff

Com Rep.

Commissioners Report

Comfort L Patton } Union County SS
vs
Roswell Ashbaugh Et Als } In Partition } Court of Common Pleas

According to the command of the Writ of Partition in this Cause, I have And On call of the Sheriff of said County, With the Services of my Commissioners Duly Sworn And upon actual View of the premises We are of the Opinion that the said lands cannot be divided Without manifest injury And We do Estimate the Same at Three Hundred And Twenty Five Dollars as the Value of the Parcel or tract of Five acres And the 2 Lot described We do value at Five Hundred Dollars, Given under Our hands this 4th day of Nov. Entered AD 1867, By D. Foy Levi Longbrake M. Henderson Commissioners

And now at this day to Wit On the 6th day of November AD 1867 the following Entry was Made Upon the Journal of Said Court Which reads as follows to Wit

Comfort L Patton Plaintiff } In Partition
vs
Roswell Ashbaugh Et Als } On Motion to the Court by P. D. Rose Counsel for Petitioner And upon Producing the Proceedings of the Sheriff And the Report And Proceedings of the Commissioners Heretofore And the Same being Examined, It is Ordered that said Proceedings And Report be And the Same are hereby Approved And Confirmed, And thereupon the Petitioner & the Parties Electing to take said Estate at the Value thereof as found by said Commissioners, On Motion of the Petitioner it is Ordered 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, And On Motion of Lewis Thompson Esq Attorney for Allen Thompson One of the Defendants leave is granted to said Thompson to file his Answer Setting up Claim upon a Portion of the Premises herein Ordered to be Sold And his Answer is filed accordingly And this Cause Continues, Thereupon the following Answer of Allen Thompson was filed In the the Clerks of said Court Which reads as follows to Wit -

Answer

Comfort L Patton Plaintiff } Court of Common Pleas
vs
Allen Thompson, Robert Watterson } Union County Ohio
Ann Watterson his Wife And Others } Answer

One of the Defendants to Allen Thompson for Answer says

1st That it is true That he Owns the Undivided One Eighth (1/8) of the lands and tenements as Set forth in Plaintiffs Petition, And he further says That On the 4th day of April 1859 the Auditor of Union County Ohio Executed And delivered to Allen Thompson as Assignee of John M Thompson Who Purchased the Same at a Sale for Delinquent taxes a Deed of the Premises described in Plaintiffs Petition as the 2d Item of Real Estate Which Deed was duly Filed and Recorded April 1859 in Book 22 And Pages 309 And 310 of the Records of Union County Ohio, Said Defendant further says That there is due to him the following Sums of Money for Purchase Money, Taxes, interest, Penalty and improvements by him Made on Said Part of Out Lot Number One (No 1) in Marysville Union County Ohio Amounting in the Aggregate to $161,10 (For items See Answer of Thompson) & Which is a Lien upon Said Part of Out Lot No. 1 in Marysville O.

Affts Defendant therefore Asks that if in Case Real Estate can be sold
then be Set off to him in addition to the One Eighth (⅛) of Said part of Out Lot No 1
and ⅛ of the Five Acres a Sufficient Amount in Value to Pay & Cancel his liens afore-
Said, and in Case Said Real Estate cannot be divided That he be allowed Out of the
Proceeds (Money arising from the Sale) Said Sum of One Hundred and Sixty One
Dollars and Ten Cents ($161,10) And Such Other and further Relief in the premises
as Equity and Good Conscience may require

Lawrence and Peker Attys for Defendant

State of Ohio Union County, Alvin Thompson being Sworn Says that he believes
the facts Stated and allegations in his foregoing Answer to be true

Alvin Thompson

Sworn to before Me and Subscribed in My Presence this 25th day of October A D 1867

Milton McNutt Clerk

And on the 9th day of November A D 1867 the following Reply of the Said Com
fort L Patton was filed with the Clerk of the Said Court of Common Pleas
which reads as follows to Wit

Comfort L Patton Plaintiff

Reply

vs

Roswell Shaugh Et Al Defts

Reply

The Said Comfort L Patton
Comes and for Reply to the Answer of Alvin
Thompson Defd, Says that She admits that Alvin Thompson has paid taxes
on the Real Estate described in the Petition which with interest She is willing to
allow, but is not willing to allow Penalty, And She denies that improvements
have been made of any Value, She says that the Said Thompson has enjoyed
the rents and Profits of the Said property to a greater amount in Value
than the taxes & any improvements he may have made will amount to &
asks that the Same may be cancelled in the adjustment of this cause

L. D. Peker Atty for Plaintiff

And afterwards to Wit On the 22d day of January A D 1868 the following Order of Sale
was filed with the Clerk of Said Court which with the Return of the Sheriff &
the Proof of Publication reads as follows to Wit

Order of Sale

The State of Ohio Union County ss. To the Sheriff of Union County Greeting
In Pursuance of an Order of Our Court of Common Pleas within and for the
County of Union at the October term thereof A D 1867 in a certain Petition for Par
tition Now pending in Said Court wherein Comfort L Patton is Petitioner and Roswell
Shaugh and Others Defendant, We Command you that Without delay
you proceed to Sell at Public Auction the lands and tenements in the Said petition
described to Wit Four Five Acres of land known as Lot No 6 (Six) in a
Subdivision of Lots in Survey No 3354 bounded on the North by Lot No 7 in Said
Subdivision 2d All that Piece or Parcel of land Situate in the Town of
Marysville in Said County of Union and bounded as follows, Beginning
at the S W Corner of a lot of about One half an acre Sold by Levi Phillips to
James L Stinatt & being part of Out Lot No 1 (One) in Said Town of Mary
sville — thence N 6° W with Said Stinatts line 20 Poles to the N W Corner
of Said Stinatts in Mathiots line, thence with Said line N 89° W 5 Poles
to a Stake thence S 1° W 20 Poles to a Stake in the North Margin of North
Street thence with Said Street S. 89° E 5 Poles to the Beginning Contain
ing 100 Poles More or less and that you proceed in the premises

Proof of Publ.

you Cmake known to Our Said Court of Common Pleas at this present term
and have you then Then this Writ Witness Taber Randall Clerk of Said
Court of Common Pleas at Marysville this 15th day of November A.D. 1867
Taber Randall Clerk

(D.B.)

In the State of Ohio Union County ss. Rec'd this 2nd November 15th 1867
And On the 20th day of November 1867 I advertised the within described lands and
Sheriff's Return tenements for Sale in the Marysville Tribune a Paper Published in Marysville
One of General Circulation in Said County, Sale to take place on the 23d day
of December 1867 at One O'clock P.M. at the door of the Court House in
Marysville in Said County, And after having So advertised the Same for
More than Thirty days I did on the Said 23d day of Dec 1867 at One O'clock
P.M. Offer Said Lands and tenements for Sale And Struck off the following
described lands and tenements to Wit Five Acres of land known as lot No 6 Six
in a Subdivision of lots in Survey No 3354 bounded on the North by lot No (7) Seven in
Said Subdivision to Comfort L. Patton for the Sum of $ 80.00 for Acre She being the
highest & best bidder was declared the purchaser Thereof, And also at the Same
time and Place Struck off the following described premises to Wit all that
Piece or Parcel of land Situate in the Town of Marysville in Said County of
Union and Bounded as follows Beginning at the S.W. Corner of a lot of land of
About ½ Half An Acre Sold by Levi Phelps to Henry A. Stinaff and being part
of Out Lot No (1) One in Said Town of Marysville, thence 1° E with Said
Stinaff's line 20 Poles to the N.W. Corner of Said Stinaff's in Mc Cluer's line
thence North Said line N 89° W 5 Poles to a Stake thence S 1° W 20 Poles
to a Stake in the North Margin of North Street thence with Said Street S 89° E 5 Poles
to the Beginning Containing 100 Poles More or less to Comfort L. Patton for the
Sum of $ 732.00 She being the highest and best bidder Was declared the purchaser
Thereof Amount of Sale $ 1132.00 Total Sheriff's and Printers Fees $ 21.32
D. B. Whelpley Sheriff

And on the 5th day of February 1868 the following Proof of Publication was
filed with the Clerk of Said Court which is Read as follows to wit
Proof of Pub.. Sheriff's Sale - Comfort L. Patton Wm Boswell & Shaugh et als Union Com Pleas
By Virtue of An Order of Sale to Me directed from the Court of Common Pleas of
Union County Ohio I Shall offer for Sale at the door of the Court House in Marysville
Union County Ohio, On the 23d day of December 1867 at One O'clock P.M. the
following Lands and tenements Situate in Union County Ohio, and bounded &
described as follows to Wit Five Acres of land known as lot No 6, in a Subdivision
of lots in Survey No 3354 bounded on the North by lot No 7 in Said Subdivision, 2d all
that Piece or Parcel of land Situate in the Town of Marysville in Said County of
Union and bounded & as follows, Beginning at the S.W. Corner of a lot of about
One Half An Acre Sold by Levi Phelps to Henry A. Stinaff and being part of Out
Lot No 1 in Said Town of Marysville, thence 1° E with Said Stinaff's line 20 Poles
to the N.W. Corner of Said Stinaff's in McCluer's line thence N with Said line N 89° W
5 Poles to a Stake thence S 1° W 20 Poles to a Stake in the North Margin of North Street
thence with Said Street S 89° E 5 Poles to the Beginning Containing 100 Poles more
or less Lot No 1 appraised at $ Lot No 2 appraised at $ Terms
One third on day of Sale, Balance in One and two years, deferred Payments Secured
by Mortgage - D. B. Whelpley Sheriff
The State of Ohio Union County ss I John McShaw do Make Oath that
the Advertisement of which the Annexed is a copy Was Published for thirty

days prior to the 25th day of December 1867 in the Marysville Tribune a Newspaper of General Circulation Within Union County Ohio one of Which I Am the Editor and Proprietor I, H. Swan, Sworn to and Subscribed before me this 3d day of February A.D. 1868

Taber Randall Clerk

Aftenwards to Wit On the 17th day of February A.D. 1868 the following Entry was made upon the Journal of Said Court Which reads in the Words and figures following to Wit

Comfort L. Patton Plaintiff

vs

Roswell Ashbaugh Et al Defts } In Chancery

Petition

On Motion to the Court by Mr. Cole Counsel for 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 this Court, and the Same being Examined and found by the Court in all respects in Conform of law. It is Ordered That Said proceedings & Sale be and the Same is Hereby Approved and Confirmed, and That the Said Sheriff Execute and deliver to the Said Purchaser a deed in fee Simple for the lands & tenements So Sold by him as aforesaid, And it is further Ordered That the costs and Expenses of this Suit including an Attorneys fee to P. B. Cole of $38.00 be paid Out of the monys in the Hands of the Sheriff in the following proportions to Wit Comfort L Patton three fourth parts, Alvin Thompson One Eighth part and Roswell, Harrison and Franklin Ashbaugh Each One Twenty fourth part the whole of Said Costs & Expenses Amounting to $. And That the Said Sheriff distribute the proceeds of Said Monys and the Securities for the Deferred Payments between said Parties in the following proportions, to Said Comfort L Patton three fourth parts Alvin Thompson One Eighth part, And Roswell, Harrison and Franklin Ashbaugh Each One Twenty fourth part, the Amount of Money after Paying Costs & Expenses being $. And the Amount to be divided as deferred Payments being $ to be divided into two Equal annual Payments Without Interest, and the Said Cause coming On further to be heard upon the Answer of Said Alvin Thompson one of the Defendants Setting up a Claim for taxes Paid and improvements Made upon the Said Lot No 1 in Marysville and Plat of Lots Plats and Testimony Offered by Said Parties, On Consideration Whereof the Court do find that Said Thompson did Pay taxes and Make improvements as Set forth in his Answer But the Court find further that Said Thompson Lease the Rents of Said property long Enough for the Rents and Profits to Pay him for his Said Expenses And Taxes And the Court therefore disallow his Said Claim Except as in Payment of Said Rents and Profits

Taber Randall Clerk

X

Petition

Eberly & Shedd
vs
M. B. Riley & Co.

Pleas before the Hon. Franklin Pugsley Judge of the Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 6th day of February A.D. 1868

Heretofore to Wit on the 4th day of January A.D. 1868 the following Petition was filed in the Clerks office of said Court which petition is as follows to wit

Eberly & Shedd Plaintiffs
vs
M. B. Riley & Co. Defendants

Court of Common Pleas Union County Ohio

Petition

The Plaintiffs say they are Partners doing business in Ohio under the firm Name of Eberly and Shedd. That they is due Plaintiffs from the Defendants On an Account a copy of which is here attached the Sum of One Hundred and Eighty four 84/100 Dollars. That on Plaintiffs obtained judgment against the Defendants for Said Sum of One Hundred and Eighty four 84/100 Dollars with the interest upon from the 20th day of September A.D. 1867

Robinson & Robinson Attorneys for Plaintiffs

The State of Ohio Union County ss. S. W. Robinson being Duly Sworn says that he is One of the Attorneys for Plaintiffs That the Plaintiffs are non-residents and absent from this County and that he believes the Several allegations in the above Petition to be true S. W. Robinson

Sworn to and Subscribed before me and in my presence this 4th day of January A.D. 1868 Aaron Kendall Clerk

Eberly & Shedd Plaintiffs
vs
M. B. Riley & Co. Defendants

Court of Common Pleas Union Co. Ohio
To Clerk, Issue Summons in the above case Returnable according to Law, Amount claimed $184.08. With interest from September 20th 1867.

Robinson & Robinson

Thereupon to Wit on said 4th day of January A.D. 1868 the following Writ of Summons was issued by the Clerk of said Court which writ is as follows to Wit

Summons

The State of Ohio, Union County Ohio ss. To the Sheriff of Union County, You are commanded to Notify M. B. Riley & Co. that they have been Sued by Eberly and Shedd in the Court of Common Pleas of Union County and that unless they Answer by the 1st day of February A.D. 1868 the Petition of the said Plaintiffs against them filed in the Clerks Office of said Court, Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 15th day of January A.D. 1868, Witness Aaron Kendall Clerk of said Court and the Seal thereof at Marysville this 4th day of January A.D. 1868 Aaron Kendall Clerk Clk.C.P.

L.S.

Sheriffs Return, Rec'd this Writ January 4th 1868, Served January 9th 1868 by delivering to the Defendant a certified Copy of this Writ Total Sheriffs Fees $ 2.97

S. B. Riley Sheriff

Entry

Afterward to Wit On the 6th day of February A.D. 1868 the following Entry was made upon the Journal of said Court which reads as follows to Wit

Eberly & Shedd
vs
M. B. Riley & Co.

Civil Action

This day came the Plaintiffs and the Defendants came not but made default and thereupon Constitution Party demanding a Jury, this cause was submitted to the Court, and the Court

being fully advised in the premises do find the allegations of the Petitioners to be true, and that there is due the Plaintiffs from the Defendants in said Court the Sum of One Hundred and Eighty Eight Dollars, and it is Ordered and adjudged that the Plaintiffs recover of the Defendants said Sum of One Hundred and Eighty Eight Dollars and Cents Costs herein expended taxed at $

Attest Jas H. Randall Clerk

Trustees of Liberty Church } Pleas before the Hon. D. Hamblin Presiding Judge
vs. } of the Court of Common Pleas begun and held
Wm Allen & Jas Dunn Dec'd } at the Court House in Marysville in Union
and for the County of Union in the State of Ohio on the 11th day of Feb, 1868
Monday the 7th day of May A.D. 1867 the following Petition was filed with
the Clerk of said Court which is duly as follows to Wit

Petition

To the Court of Common Pleas of Union County Ohio. Your Petitioners
Jesse Mitchell Wm Allen & John Taylor respectfully represent that they
are the present Trustees of "Liberty Society of the Presbyterian Church"
on Darby Creek and that said Society is a legally Organized Church in
Connection of the Presbyterian Church in the United States.
That On the 10th Day of February 1816 Dallas Dunn and his Wife Ann Mary
Dunn Conveyed by their Deed then on file to Amos Ewing and to the
Party of Trustees of said Church and to their Successors of Trustees of said
Society the following Real Estate Situate in said County of Union to Wit
Then Situate in the County of Madison Now in the County of Union Beginning
at two Ban Oaks Corner to Survey No. 7390, thence East 7 Poles to a Stake
thence No. 17½ Poles to a Stake thence West 33 Poles to a Stake, thence
S 17½ Poles to a Stake in the line of Survey 7390, thence West with said line 6. 24
Poles & 6 links to the Beginning. Containing 3 Acres of land more or
less being Part of Survey 7750, & 7830, Said Petitioners represent that
Society desires to make Sale of said Real Estate for the Purpose of
reinvesting the Proceeds in Other Real Estate and building a House
of Worship Thereon to be used for a Place of Public Worship for said
Society being the same Purpose for which said Real Estate was Con-
veyed to said Trustees, The said Amos Ewing and said Dallas Dunn
Deceased, and said Society have Ceased
to live and Occupy said premises for their Public Worship and
have Arranged to build a House of Public Worship for said Society
in the Village of Pleasant Valley a Distance of About One Mile
from said Real Estate, and the Proceeds of said Real Estate are
necessary for the Completion of said Object, Therefore your
Petitioners ask an Order of this Court Authorizing the Sale of said
premises as provided by the Statute of this State

Robinson & Robinson Attys for Petitioners

The State of Ohio Union County ss, Personally Came Jesse Mitchell & Wm Allen, Trustees
of said Society being duly Sworn do depose and say the Several Alle
gations of the foregoing Petition are true as they verily believe

Jesse Mitchell Wm Allen

Sworn to & Subscribed in My presence this 7th day of May 1867
Jabez Pendergast Clerk

Afterwards to Wit On the 2d day of November A.D. 1867 the following Petition & Proof were filed with the Clerk of Said Court which are as follows to Wit

Proof of Pub.

Legal Notice. To All Whom it May Concern and Especially the Heirs of Walter Dunn Dec'd. Notice is hereby given that Jesse Mitchell Wm. Allen and John Taylor as Trustees of Liberty Society of the Presbyterian Church on Darby Creek Pleasant Valley Ohio have filed a Petition in the Court of Common Pleas of Union County Ohio asking Authority to sell for the benefit of Said Church, the Four acres of land which said Dunn and Wife Conveyed to them bearing date the Twenty Sixth day of January A.D. 1816 as Trustees of said Society And On which the Said Church Now Stands about One mile West of Pleasant Valley Ohio, a Copy of Petition will be Made for an Order of Sale of Said Premises Hearing of the Court — Robinson and Robinson Attorneys for Petitioners
Dec. 4th 1867 The State of Ohio Union County ss
I John McSheary do Make Oath that the Notice hereto annexed is a Copy as Published for Six Consecutive Weeks Prior to the 28th day of October 1867 in the Marysville Tribune a Union Co Paper of General Circulation within Union County Ohio
John McSheary
Sworn to and Subscribed before me this 4th day of November A.D. 1867
Jabez Pendergast Clerk

Afterward to wit On the 9th day of November 1867 the following Entry was made upon the Journal of Said Court which reads as follows to wit

The Trustees of Liberty Church &c. vs. The Heirs of Walter Dunn Dec'd. } Ex Parte

Entry

This day came the Trustees of Liberty Society of the Presbyterian Church on Darby Creek and made proof to the Satisfaction of the Court that due Notice hath been given &c. according to law of the filing and pendency of this Petition & the Court being Satisfied by proof that the Sale of the Real Estate Named in Said Petition is desired by the Members of Said Society and that there is a necessity for the Same and that the Members desire the re-investment of the proceeds of the Sale thereof in a lot in the Village of Pleasant Valley as set forth in Said Petition, And that it will be greatly to the advantage of Said Church, that the Same be done in Order to procure said lot and Church or Meeting House, It is Considered Ordered and Adjudged by the Court that Said Trustees Sell at Public Sale On the 18th day of December A.D. 1867 at 1 O'clock P.M. the Said Real Estate and re-invest the proceeds thereof in Other Real Estate for the use of Said Church as a Place of Worship for Said Presbyterian Church, And report the Proceedings of Said Sale and the Manner of Said re-investment to this Court at its Next term to which term this Cause is Continued for Report

And afterwards to Wit On the 5th day of February A.D. 1868 the following Report was filed with the Clerk of Said Court which reads as follows to wit

Trustees of Liberty Church } In Court of Common Pleas Union County Ohio
vs. } The Plaintiffs Report that they advertised the
The Heirs of Walter Dunn Dec'd } 4 acres of Land in Petition described for

Sale at Public Vendue on the 10th day of December 1867 On the premises & in pur-
suance of said Order, On said 11th of December 1867 Offered the Same for
Sale at Public Vendue & One Richards bidding for the Same
of Twenty Dollars per acre and that being the highest Sum Bid
Said Premises Therefor they Struck off and Sold the Same to him for that
Sum & Executed to the Purchaser the Deed required by Plaintiffs for the use of the
Grantees, And they have Re-invested the Same in the Village of Pleasant
Valley Ohio. — For the Execution Thereof & Fees for Said Society
Johnson & Robinson Attorneys for Petitioners

Entry

And afterwards to Wit On the 17th day of February A.D. 1868 the following Entry
was Made upon the Journal of Said Court Which Reads as follows to Wit
Trustees of Liberty Church

vs

The Heirs of Wallis Dun Dec'd, Et Als

This day came on this cause to be heard
On the Motion to Confirm Sale and Make
Deed, And thereupon the Court being fully advised in the premises
do find that the Said Trustees have Made the Sale of the Real Estate in the Petition de-
scribed in all respects according to the Order of this Court, and according to
Law to George Pickands, And that a Contract had been Made by them reserving
the instalment of the Purchase Money of Said Lot in Other Real Estate for the purpose
of a Place of Worship for Said Liberty Church, It is therefore considered, Ordered
and Adjudged by the Court that the Said Sale be and the Same is Hereby Con-
firmed and the Said Trustees Authorized and directed to Make to Said
Purchaser a Deed in Fee Simple for Said Lot in Said Petition described
and that Said Trustees Pay the Costs of this Proceeding taxed to $

Attest Jaden Goodall Clerk

Petition

Thos. G. Miller Exr. }
vs } Pleas before the Hon A.S. Conklin Presiding Judge at a
Calvin Elmon Et Als } Court of Common Pleas begun and held at the
Court House in Marysville Within and for the County
of Union in the State of Ohio On the 11th day of February 1868
Came to Law to Wit On the 10th day of January A.D. 1868 the following Petition was filed
with the Clerk of Said Court Which reads as follows to Wit
Thomas G. Miller Executor of the Last Will and
Testament of Calvin Elmon dec'd and Plaintiff
against
John Elmon and Elizabeth F. Elmon his wife
Wesley Abrahams and Harriet Abrahams his wife
and Andrew J. Smith Calvin Richards and
Joseph Richards Defendants

Court of
Common Pleas
Union County
Ohio

Petition

The Plaintiff says, On or about the 12th day of January
A.D. 1864 he was duly appointed and Qualified as the Executor of
the last Will and Testament of Calvin Elmon dec'd and (prior to that time)
by the Probate Court of Delaware County Ohio, And Letters of Admin-
istration were issued accordingly by Said Court
On the life time of the Said Calvin Elmon to Wit On or about the third
day of April A.D. 1855, the Defendant John Elmon made and

delivered to said Calvin Elmore his Promissory Note of that date the following of
which is a true Copy with the Endorsements thereon, " One year after date
for Value received I Promise to Pay Calvin Elmore Or Bearer, Eleven Hundred
Dollars Without interest, Dated Pleasburg April 5th 1865
(Sd) John Elmore

Endorsements, Duly 7th 1865, Recd, One Hundred Dollars (100) Oct, 21st 65
Recd, One Hundred Dollars (100) To Wit On the Within Note One Hundred and Fifty
Dollars Feb. 19th 1866, April 4th 1867 Paid Two Hundred Dollars 200
Sept 3 67 Paid Fifty Dollars — Recd, On the Within Note One Hundred and ten
Dollars April 5th 1857 — Received On the Within Note One Hundred and Ten Dollars
being interest in full to April 5 1858, Recd, May 5th 1860 Eight Dollars, Recd, on the
Within Note June 1st 1860 Fourteen Dollars and Twenty Nine Cents to apply on interest
November 24th 1862 Received On the Within Note Two Hundred Dollars 200 — 1864 June 15th Paid
Seventy Five Dollars — 150 Sept, 4th Paid One Hundred and Fifty Dollars
36 50/100 Oct 20th Paid Two Hundred and Sixty Seven Dollars 67 Cents, Payments to Pay
in full on the Within Note — ten per Cent Premium from Maturity April 5th 1865
(Sd) John Elmore

I agree to Pay Six per Cent on the within Note from January 5th 1864, the same being
1480 (Sd) Wesley Abrahams And Thereby promise to Pay
Said Calvin Elmore Or Bearer the Sum of Eleven Hundred Dollars in One
year after the date thereof for Value Received; The Defendant John
Elmore And Elizabeth J. Elmore his Wife, On the 5th day of April AD 1865
to Secure the Payment of Said Note, Executed and delivered to Said Calvin
Elmore his Mortgage Deed (a copy Marked "A" of Which is here to Annexed)
And Thereby Conveyed to Said Calvin Elmore his Heirs and Assigns
the following Lands and Tenements Situate in Said County of Clinton and State of
Ohio being that part of Survey Number Six Thousand and One Hundred and Twenty Nine
of the Virginia Military Lands deeded to Said John Elmore by John Cleaveley
And Barsheba Canady, Containing One Hundred and Seventy Nine Acres
The Condition in Said Mortgage deed was in Substance that if the Said John Elmore
Should Pay or Compromise the Payment of the above described Note to Said
Calvin Elmore his Heirs or Assigns then the Deed was to be Null and Void, Otherwise
to be and remain in full force, On the 19th day of May AD 1865 at 10 Oclock A.M. the
Said Mortgage was delivered to the Recorder of Clinton County to be by him Entered
On Record and was Recorded May 20th AD 1865 in Book No 2 Pages 632 & 633
The said Deed has become absolute, There is due and remaining unpaid
upon Said indebtedness the Sum of Six Hundred and Fifteen Dollars and Eighty
three cents, Plaintiff says Said Premises were Sold by Said John Elmore and Elizabeth
J. Elmore his Wife to Wesley Abrahams and that Wesley Abrahams and Hannah
Abrahams his Wife Sold Part of Said Premises to Said Augustus Smith and Also
Part to Said Calvin Richards and Wife Eliza Richards, The Plaintiff therefore asks
for Judgment as Executor of the last Will and Testament of Calvin Elmore deceased,
against Said John Elmore for the Said Sum of Six Hundred and Fifteen Dollars
and Eighty three Cents With the interest from 2d day of Sept AD 1865 and
that Said Mortgage be foreclosed, and that Said Premises may be Ordered to
be Sold and the Proceeds Applied to the Payment of Said debt and that
he have Judgment for the balance if any Jones & Applegate Attys for Plaintiff
Thomas G Miller being first duly Sworn Says he is the Executor of the Last Will
And Testament of Calvin Elmore deceased, And Plaintiff in the above case and

That the facts Set forth in this above Petition are true as he verily believes
T. G. Miller

Sworn to by Thomas G. Miller before me and by him Subscribed in my presence
this 4th day of January A D 1868 B F Loofbourow Clerk Court
Com Pleas Del. Co. O.

Clerk Will issue Summons Endorsed "Action to foreclose Mortgage and for the
recovery of Money, Amt. of Claim $6583 With Interest from the 2 day of Sept 1867"
to Sheriff Union County for the Defendants Wesley Abrahams and Hannah
Abrahams his Wife Also for Andrew J Smith Calvin Richards and Joseph Richards and Joseph
Richards and to Sheriff of Delaware County Ohio for John Elmore and
Elizabeth F. Elmore his Wife if personable to be found according to Law
Avery & Hoskins Attys for Plaintiff

And Thereupon to Wit On said 10th day of January 1868 the following Writ
of Summons was issued by the Clerk of said Court to the said Sheriffs
of Union and Delaware Counties Which Writ with the returns of said
Sheriffs indorsed are as follows To Wit

The State of Ohio Union County Ohio ss. To the Sheriff of Union County
You are Commanded to Notify Wesley Abrahams and Hannah his Wife Andrew
J Smith Calvin Richards & Joseph Richards that they Et Als Have been
sued by Thomas G. Miller Executor of the last Will and Testament of
Calvin Elmore dec'd in the Court of Common Pleas of Union County and that unless they Answer or Demur
on or before the 8th day of February A.D. 1868 the Petition
of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition Will be taken as true
and Judgment rendered Accordingly, You Will Make due return of This Summons on the
20th day of January A D 1868, Witness Faben Kendall Clerk of said Court
and the Seal thereof This 10th day of January AD 1868
Faben Kendall Clerk Com Pl

Rec'd this Writ Jan. 10 1868, Served Same 18 68 by delivering to Each of the
Defendants a Certified Copy of this Writ Except Joseph Richards not found
Total Sheriffs Fees $4.27 I D Shellenberger Sheriff

The State of Ohio Union County ss. To the Sheriff of Delaware County
You are Commanded to Notify John Elmore and Elizabeth Elmore (his wife)
that they and Others have been Sued by Thomas G. Miller Executor of the last
Will and testament of Calvin Elmore deceased in the Court of Common
Pleas of Union County and that unless they Answer or Demur on the 8th day of Feb
ruary A.D. 1868 the Petition of the said Plaintiff against them filed in
the Clerks office of said Court Such Petition Will be taken as true
and judgment rendered Accordingly, You Will Make due
return of this Summons on the 20th day of January A.D. 1868
Witness Faben Kendall Clerk of said Court and the Seal Thereof at Marysville
this 20th day of January AD 1868 Faben Kendall Clerk Com Pl

The State of Ohio Delaware County, On the 16th day of January 1868 I received this Writ
and On the 20th day of January 1868 I served the Same by leaving at the usual
place of residence of the Within Named John Elmore & Elizabeth Elmore Within Named
certified Copies of this Writ for each of them they being absent
Total Sheriffs Fees Del Co. $2.63 D. D. Lacey Sheriff Delaware County Ohio

Afterwards to Wit On the 4th day of February 1868 the following Answer of Calvin Richards was filed with the Clerk of said Court which is as follows to Wit

Thomas G. Mellin Exr. Plaintiff } Court of Common Pleas
vs } Union County Ohio
Andrew J. Smith Et Al } Answer of Calvin Richards

The said Defendant Calvin Richards for Answer to said Plaintiffs Petition says that On the 24 of January 1863 for and in Consideration of Six hundred Dollars Paid the said Caleb & Elynor, John Elmore and Elizabeth T. Elmore Conveyed to the said Calvin Richards and Joseph L. Richards all That part of the lands in said Petition described lying and State West of the road called the Mill Lane Johns road running through said farm and thereby released to said Calvin & Joseph L. Richards all that part of said farm being about 75 acres and being all the land described in said Petition of which this Defendant has the only interest, said Deed of Conveyance to said Richards was duly recorded On the 15th of May 1863 in Book 25 Page 148 of the Records of Deeds of Union County Ohio — Therefore this Defendant asks that he be dismissed with his costs and that the Order of Sale be granted of said 75 acres of land — Robinson and Robinson Attys for Calvin Richards

The State of Ohio Union county ss. I Calvin Richards being duly Sworn do depose and say the several allegations of the foregoing Answer are true as I believe Calvin Richards

Sworn to before me and Signed in my presence this 4th of February 1868
Tabor Randall Clerk

And afterwards to Wit On the 11th day of February A.D. 1868 the following Entry was Made upon the Journal of the said Court of Common Pleas of Union County Ohio Vizt in the words and figures following to Wit

Thomas G. Mellin Executor of the last Will and testament of Calvin Elmore deceased Plaintiff } Court of Common Pleas Union County Ohio

Against

John Elmore and Elizabeth T. Elmore his wife Wesley Abrahams and Harriett Abrahams his wife and Andrew J. Smith Calvin Richards and Joseph L. Richards Defendants } Journal Entry

And Now comes the said Thomas G. Mellin Executor of the last Will and testament of Calvin Elmore deceased Plaintiff by Jones and Hoppes his Attorneys and the said John Elmore and Elizabeth T. Elmore his wife, Wesley Abrahams and Harriett Abrahams his wife, and Andrew J. Smith Still failing to demur or Answer to the said Petition, this Cause Came On to be heard upon the Petition and Exhibits of the Plaintiffs and upon the Answer of Calvin Richards and was Argued by Counsel and the Court being fully advised in the premises It is Considered by the Court that the said Plaintiff Ought to recover on the note described in his said Petition the amount claimed by reason of the premises from the said defendant John Elmore and the Court find there is due from the said defendant John Elmore to the said Plaintiff on the note in said Petition Set forth the Sum of Six hundred and thirty One dollars (631) and Twenty two Cents (22) It is therefore Considered by the Court that the said Plaintiff Thomas G. Mellin Executor of the last Will and testament

of Calvin Elmore deed, recover of the said Defendant John Elmore the said sum of Six Hundred and Thirty One Dollars and Twenty two cents the Sum aforesaid due as aforesaid and also his costs and charges aforesaid

And it is further Ordered and Adjudged that in case the Defendant fails for ten days from the date of this Term of Court to pay to the said Plaintiff the said Sum of Six Hundred and Thirty One Dollars and Twenty two cents so as aforesaid Ordered and Decreed as to the costs of said Order it shall be the duty of the Sheriff of Logan County Ohio to cause the Lands and tenements in said Petition described, Except 35 acres of the same which has been sold to Calvin and Joseph Richards to be set apart in the County of Union and State of Ohio being that part of Survey No. Six Thousand and Ninety Nine (6099) of the Virginia Military Lands deeded by said Benjamin and John Elmore to William Canada and Ship Shubael Canada by Patent Canada containing One Hundred and Seventy Nine acres of land (Except so much of said One Hundred and Seventy Nine acres as was sold to said Calvin and Joseph Richards being that part or portion of said Lyon Containing of about Twenty Five acres Lying and Situate West of Jabez and Luther the Millstream Johns Road, running through said Lyon,) The Premises hereby Ordered to be sold being that portion of the said Premises described in said Petition Sold by said John Elmore and Wife to Isaac Wesley Williams, and Situated East of said road, to be appraised, advertised and sold according to Law, and apply the proceeds of said Sale in satisfaction of the said judgment &c aforesaid and that Execution issue for the balance

Attest Wesley Randall Clerk

Robert Lewis
vs
Ely Scott & Others

Plea before the Hon. D. Hamblin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio on the 17th day of February A.D. 1868

Petition

Be it remembered on the 28th day of December A.D. 1867 the following Petition was filed in the Clerks office of said Court which reads as follows to wit

Robert Lewis Plaintiff

Against

Ely Scott, Lydia E. Scott
Wesley Abrams, W. McAbrams
Isaac Lamb and Wm. Mc Cullen Defendants

The Plaintiff says 1st On the 6th day of December A.D. 1864 the Defendants to Obiah Beckley, (the assignor of Below Complained Twenty ago and Notes) his Promissory Note of that date, and thereby promised to pay to the said Obiah Beckley or bearer the Sum of Five Hundred ($500) Dollars in one year after the date thereof, and Five Hundred ($500) Dollars in two years from the date thereof for Value received

2d The Defendants Ely Scott and Lydia Scott on the 6th day of December A.D. 1864 to secure the Payments of said Notes Executed and delivered to Obiah Beckley their Mortgage Deed and thereby Conveyed to the said

L.S.

his heirs and Assigns the following Lands and Tenements Situate in said County of Union and the Subdivision as follows, Viz, also in the Virginia Military District County of Union and State of Ohio Right of Survey No. 3694 Beginning at a large Elm in the Original West line of the Survey and North West Corner to Peter Lewis S 81° E 99½ Poles to a Stone With Brick Bats and Pieces of Brick under it, S.W. Corner of G. McClays Land and in the Patterson line, Thence On With said line and West line of said Clays Land N 7° E 177 Poles to a Stake in the Center of Bokes Creek, Thence up the Creek on the Meanders N 45° W 13 Poles, Thence South 71½ Poles, N 38° W 64 Poles, Thence S 17° W 25½ Poles, Thence South 70½ W 7½ Poles to the Line, Corner of a Lot Owned by Joseph Gordon, Then With the East line S 4° W 12½ Poles to a Stone and Ruins of a Stone Brook in the State Road from Delaware to Bellefountaine, Thence On the Said Road N 84° W 52 2/10 Poles to a Stone and Ruins of a Stone Brook Standing and Then With Said line S 7° W 94 Poles to a Stone and Ruins of Stone Brook 13 Feet South of Corners South line, Thence S. 84½ W 14½ Poles to a Stone and Ruins of Stone Brook and in the Original West line of Said Survey No 3694 Thence With Said line S 7° E 135½ Poles to the Beginning, Containing Eighty Nine (89) acres & 150 Poles More or less. The Condition Whereof is Such that Whereas the said Mortgagor doth Stand Bound in Substance that "If said Alf Scott or his Heirs and Assigns Should well and truly Pay the Gross Sum of Money When the Same shall become due to the said Grantee his Heirs or Assigns according to the tenor thereof then this Obligation Shall be Void, Otherwise the Same shall be in full force and Statute in Law, 3° On the 6th Day of December A.D. 1864 at 7 Oclock P.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on Record, and Was Recorded the 9th Day of December A.D. 1864

4th On the 29th day of April A.D. 1866 the said Abram Beckley Made an Absolute assignment of said Note and Mortgage to the Plaintiff Robert Lewis, The Defendant Alf Scott Having Paid the $500 Note before Mentioned and Coming due Dec. 6th 1865

5th On the 4th day of the Defendant Alf Scott and Lydia E Scott Sold said Premises above described and Conveyed their Estate in the Premises before the Commencement of this Suit to One Wesley Abams One of the Defendants in this action

6th On the 8th day of October 1867 the Defendants Wesley Abams and Ol. Abams Executed a Mortgage to the Defendants Legare Bane and B.F. McAllister, On said Premises to Secure the Payment of and Conditioned to Pay the Sum of ($3100) Thirty One Hundred Dollars, which Mortgage Was On the 9th day of October 1867 delivered to the Recorder of said County to be Entered by him On Record and Was Recorded Oct 18th 1867, 7th The Plaintiff does not Know Whether Said Defendants Bane and McAllister have let this time any Subsisting Lein on said Premises and demands proof of the Same, The said debt has become absolute, there is due and remaining Unpaid upon said indebted upon the Sum of $500 With interest from the 6th day of December A.D. 1864

8th The Plaintiff asks that his Mortgage may be foreclosed the priorities of Lein determined, the said Lands and Tenements to Ordered to be Sold and the proceeds applied to the Payment of the debt due him, and Execution awarded for the balance

Eric Randall & Gilbert Plaintiffs Attys.

State of Ohio Franklin County, Robert Lewis being Sworn Says That he believes the facts Stated and Allegations in the foregoing Petition to be true, Robert Lewis

Sworn to before me a Notary Public and Signed in My Presence this 23d day of Dec 1867

George Taylor Notary Public

[L.S.]

Robt Lewis
vs
Jeff Scott Etals } Court of Common Pleas Union County

To Clerk, Issue Summons in the above case returnable according to law, Amount of claim $ 500 with interest from 6th day of Dec, AD 1864 Price Pendleton & Gilbert Plaintiffs Attorneys — And of Counsel to Wit On the 2nd day of January AD 1868 the following writ of Summons Was issued by the Clerk of said Court Which with the return of the Sheriff thereon Endorsed Reads as follows to Wit —

Summons

The State of Ohio Union County ss. To the Sheriff of Union County
You are commanded to Notify Jeff Scott Lydia E Scott Wesley Abrams & M. Abrams Isaac Lam Augt B Mc Allister that they Have been Sued by Robert Lewis in the Court of Common Pleas of Union County and that unless they Answer by the 1st day of February AD 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition will be taken as true and judgment Rendered accordingly. You will make due return of this Summons on the 15th day of January AD 1868.

Witness Taken Kendall Clerk of said Court and the Seal thereof this 2nd day of January AD 1868 Taken Kendall Clerk &c.

And this writ Was Issued January 15th 1868 by delivering to Each of the defendants a certified Copy of this writ, Total Fees $ 4.77

B. B. Shelley Sheriff

And afterwards to Wit On the 11th day of February AD 1868 the following Entry Was Made in Book No the Journal of said Court Which Reads as follows to Wit

Entry

Robert Lewis Plaintiff Against Jeff Scott Lydia E Scott Wesley Abrams M. M. Abrams Isaac Lam Augt B Mc Allister Defendants. Petition on Foreclosure of Mortgage. And Now Comes the said Robert Lewis by Reid Kendall & Gilbert his Attorneys and the said Jeff Scott, Lydia E Scott Wesley Abrams M. M. Abrams Isaac Lam and B F. Mc Allister or any of them Still failing to answer or demur to said Petition, It is Considered that the said Plaintiff Ought to Recover the amount due him by reason of the premises and the Court With the Consent of the said Plaintiff Find that there is due from the said Defendant Jeff Scott to the said Plaintiff on the Note in the said Petition Set forth the Sum of Six Hundred and Thirty Two and 80/100 Dollars and that the Same is a Prior Lien upon the premises described in Plaintiffs Petition, It is therefore Considered by the said Court here that the said Plaintiff Recover of the said Defendant Jeff Scott the said Sum of Six Hundred and Thirty two & 80/100 Dollars the Sum so found due as aforesaid, also his Costs taxed to $ and it is further Ordered and Adjudged that in case the said Defendants fails for ten days from the Close of Term of this Court to Pay the said Plaintiff the said Sum of Six Hundred and Thirty two and Eighty One Hundredth Dollars & so aforesaid found due for the Costs of Suit an Order issue to the Sheriff of said County Commanding him to Cause the said Lands and Tenements in said Petition described to-wit — Situate in said County of Union and described as follows, Situated in the Virginia Military District County of Union and State of Ohio, Part of Survey No. 3694 Beginning at a large Stone in the Original West line of the Survey and North West Corner to Joseph Whites land, S 81° E 99½ poles to a Stone With Brick Bats and Pieces of Coal on it S. W. Corner of C. M. Clays land, And in the Grassy run road, thence North With said Road

Petition

Dog filed

Summons issued

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and West Line of said Clays Lane N 7° E 177 Rods to a Stake in the centre of Bokes Creek, Thence up the Creek N 6th Meanders N 40½ W. 13 Rods thence South 71½ Rods. West 6½ Rods thence S 17 W 30½ Rods, thence S 70½ W 9½ Rods to the line Comm of a lot Owned by Wm P. Gordon, Then With the East line S 4½ W 12½ Rods to a Stone and Pines & Stone Knob in the State Road from Delaware to Bellfontaine, Then With Said Road N 84¾ W 53½ Rods to a Stone & Pines & a Stone Knob Sandstone and with the East line of A. L. Bonnell Thence With Said line S 7 W 92½ Rods to a Stone & Pines & Stone Knob 12 Link South of Connells South line, Thence S 84¼ W. 14⅝ Rods to a Stone & Pines & Stone Knob Ones in the Original Meridian of Said Survey No 36 44 Thence With Said line S 7½° W 135⅝ Rods to the Beginning Containing Eighty Nine Acres & 50 Rods More or less, To be appraised and Sold According to Law, And after the process of Said Sale in Satisfaction of Said Judgment So & aforesaid rendered

Test Taken Kendall Clerk

X

A. H. Kling & Bro, Pltfs
vs
Bird & Brother & Jeke Bird Defts

Pleas before the Hon A. S. Conklin Presiding Judge at a Court of Common Pleas Began and Held at the Court House in Marysville Within and for the County of Union in the State of Ohio On the 4th day of February A.D. 1868

Petition

Heretofore to Wit On the 24th day of December 1867 the following Petition was Filed Be it the Clerk of Said Court which Reads in the Words and figures following

Union Pleas of Marion County Ohio

Petition

Wm. H. Kling and Geo. H. Kling Partners doing Business under the firm Name and Style of A. H. Kling & Bro.

Against

Bird & Brother and Jeke Bird

Plaintiffs Says. That on the 15th day of September A.D. 1867 the Defendants Bird and Brother and Jeke Bird Made and delivered to the Plaintiffs their Promissory Note of that date of which the following is a copy "$ 227.67 On or before December 1st 67 for" "Value received We Severally and Jointly Promise to Pay A. H. Kling & Bro. or Order" "At the Richwood Bank Two Hundred and Twenty Seven 67/100 Dollars With Interest" "Without Any Stays or Relief Whatever" "Witness Our Hands & Seals at Marion Ohio this 18th day of September 1867"

Bird & Brothers
Jeke Bird"

U.S. Revenue Stamps

That no credits thereon, That the said Note was presented for Payment at the Richwood Bank and that no Part of it was Paid, That there is due from the Defendants to the Plaintiffs on said Note the Sum of Two Hundred and Twenty Seven 67/100 Dollars Which they Claim With Interest from the 18th day of September A.D. 1867 and for Which they ask Judgment Johnston & McNeal Attys for Plaintiffs

The State of Ohio Marion County ss. Wm H. Kling being Sworn Says That he believes the facts Stated and Allegations in the foregoing Petition to be true Wm H. Kling

Sworn to before me and Subscribed in my Presence this 21st day of December A.D. 1867

Philip Dunbaugh Clerk of the Court of Common Pleas of Marion County Ohio

L.S.

A. & Reling & Bro.
vs.
Bird & Brothers and Jesse Bird

In the Union Com. Pleas

Blue Summons upon the Petition in the above case returnable according to law, Amount Claimed $ 327 00 with interest from Sept 8th 1867 Johnston & McNeal Plaintiffs Attorneys

Summons

Filed this 21st Dec, AD 1867 the following Writ of Summons was issued by the Clerk of said Court which reads as follows to wit
The State of Ohio Union County ss. To the Sheriff of Union County
You are Commanded to notify Bird & Brothers & Jesse Bird that they have been Sued by Amos A. Reling and Eli A. Reling Partners doing Business under the firm Name & Style of A. & A. Reling & Bro, in the Court of Common Pleas of Union County and that unless they Answer by the 25th day of January A D 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition Will be taken as true and judgment rendered accordingly
You will Make due return of this Summons On the 6th day of January A D 1868
Witness Taber Kendall Clerk of said Court and the Seal thereof at Marysville this 21st day of Dec, AD 1867 Taber Kendall Clerk C.C.P.

Sheriffs Return

Rec'd this writ Dec, 28th 1867, Served January 2 1868 by delivering to Each of the Defendants a Certified Copy of this writ Fees $3.27
J. B. Wolfley Sheriff

Entry

Afterward to Wit On the 4th day of February AD 1868 the following Entry was made upon the Journal of said Court which reads as follows to Wit
Amos A. & Reling & Bro,
vs.
Bird & Brothers & Jesse Bird
Petition

This day Came the Plaintiff by Johnston & McNeal their Attorneys and the Defendants Having Still failed to Answer or demur to the Petition are held to be in Default, and this Cause is Submitted to the Court upon the Petition and Evidence, and the Court being fully advised in the premises does find that there is due to Plaintiff from Defendants On the Note in the Petition mentioned the Sum of Two Hundred and Thirty Two Dollars and Twenty Eight cents, It is therefore Considered by the Court that the Plaintiff Recover of the Defendants the said Sum of Two hundred and Thirty two Dollars and twenty Eight cents ($ 232 28/100) the Sum so found due by Note with their Costs taxed at $

Taber Kendall Clerk

Answer

Petition

The First Nat. Bank
of Marion Ohio
Against
I. F. Guthery I. L. Franklin
and C. C. Rettyman

Pleas before Hon. I. Monklen Presiding Judge
of the Court of Common Pleas begun and held at
the Court House in Marysville within and for
the County of Union in the State of Ohio on the
4th day of February A.D. 1868 -

Be it remembered that On the 3d day of February A.D. 1868 the following Petition was filed with the Clerk of said Court which reads as follows
to wit

In the Court of Common Pleas of
Union County Ohio

The First National Bank
of Marion Ohio
Against
I. F. Guthery, I. L. Franklin and C. C. Rettyman

Petition

The Plaintiff says, That On the 15th day of May A.D. 1867 the Defendants Isaac F. Guthery (by his Signature I. F. Guthery) I. L. Franklin and C. C. Rettyman Executed and delivered to Plaintiff their Promissory Note of that date and thereby promised to pay Plaintiff Nine Hundred and 37/100 Dollars, Ninety days after that date - Said Note with the Warrant of Attorney Executed by Defendants is here to attached - That said Note is Endorsed "Received On this Note June 5th 1867 ($34.25/100) Thirty Four & 25/100 Dollars - That Sum is due and unpaid upon said Note the Sum of Eight Hundred and Seventy Five & 36/100 Dollars from Defendants to Plaintiff which Plaintiff claims, With interest On the Same from the 15th day of August A.D. 1867, and for which Plaintiff asks judgment

Johnston and McNeal Plaintiffs Attys -

The State of Ohio Union County ss - Jno. C. Johnston being Sworn says that he is One of the Attorneys of the First National Bank above named, duly Authorized in the premises that the above Pleading of the First Nat. Bank is founded upon a Written Instrument for the Payment of Money Only, And is now in the Possession of this Affiant, and that the facts Stated and Allegations in the foregoing Petition are in all respects true and believe true

Jno. C. Johnston

Sworn to before me and Subscribed in my presence this 3d day of February A.D. 1868

Fabon Blandall Clerk

The First Nat Bank of Marion Ohio
Against
I. F. Guthery I. L. Franklin and C. C. Rettyman

In the Union Co. Com. Pleas

Answer

Answer

And Now come the Defendants I. F. Guthery I. L. Franklin & C. C. Rettyman by A. J. Sterling Esq One of the Attornies of this Court And by Virtue of a Warrant of Attorney Executed by defendants and now produced in Open Court and duly proved and Waive the issuing and Service of any process upon said Defendants and Enter their appearance herein and Confess that they is due from the Defendants to Plaintiff the Sum of Eight Hundred and Seventy Five and 36/100 Dollars With interest from the 15th day of August A.D. 1867 And Consents that a judgment be rendered against Defendants and in favor of Plaintiff for that amount and the Costs of this Action, And by Virtue of the Same Warrant of Attorney all Errors which may occur in the rendition of Such judgment the right of appeal And the Stay of Execution are hereby released

A. James Sterling Defendants Attorney

And On the 4th day of February A.D. 1868 the following Entry was made upon the Journal of Said Court which reads as follows to wit

The First National Bank of Marion Ohio against I. F. Guthery I. L. Franklin and C. C. Rettyman } In Union Common Pleas
Journal Entry

This day Came the Plaintiff by their Attorneys Johnston & McNeal & filed their Petition against the Defendants, and thereupon Came the Defendants

by A Kims Sterling Esq One of the Attorneys of this Court and by Virtue of a Warrant of Attorney Executed by Defendants for that Purpose Produced in Open Court and duly Proved, Waived the Issuing and Service of any Process upon Defendants and Confessed Entered Their Appearance Herein, and Confessed that that is due from defendants to Plaintiff the Sum of Eight Hundred and Ninety Seven Dollars and Twenty Four cents being the Principal and interest due on said Note And Covenants that Judgment be rendered against Defendants and in favor of Plaintiff for that Amount and the Costs of this Action to be taxed by the Clerk, And by Virtue of the same Warrant of Attorney Waives all Errors that may occur in the Rendition of this Judgment the Right of Appeal and the Stay of Execution, It is therefore Considered by the Court that the Plaintiff Recover of the Defendants the Sum of Eight Hundred and Ninety Seven Dollars and Twenty Four cents and the Costs in this behalf Expended to be taxed by the Clerk at $

And all Errors that may occur in the Rendition of this Judgment the Right of Appeal and the Stay of Execution are released

Taken and all Clerk

W Whiteley Fapler & Kelley
vs
George Meckley

Pleas before the Hon R. Hoonkley Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville Ohio within and for the County of Union in the State of Ohio On the 7th day of Feby 1868

Petition

On the said 7th day of February AD 1868 the following Petition was filed with the Clerk of said Court which reads as follows to Wit

W Whiteley Fapler & Kelley Plaintiffs } Court of Common Pleas
Against } Union County Ohio
George Meckley Defendant } Petition

The Plaintiffs say that they are a Partnership firm doing Business in the State of Ohio Under the Laws of Ohio, Under the firm Name and Style of Whiteley, Fapler & Kelley, That on the 8th day of July 1865 at Marysville Ohio the Defendant Made and delivered to the Plaintiff his promissory Note for this firm Name of Whiteley, Fapler & Kelley, his promissory Note On which this action is prosecuted and of which the following is a true copy

"Marysville Ohio, July 18th 1865 Six Months after date for Value received I Promise to Pay, Whiteley, Fapler & Kelley, One Hundred Seventy One & 70/100 Dollars With interest from date if Not Paid at Maturity Until paid and I hereby dispense With demand of Payment: Protest and Notice of Non payment of this Note, And Authorize any Attorney at Law, to appear for Us or Either of Us any time, after the same Shall become due, in any Court of Record in the State of Ohio, Or Elsewhere, and Waiving the Issuing & Service of Process, and Confess Judgment against Us or Either of Us in Favor of the Holder or Holders of said Note And Interest on the same at the Rate of Six per Cent Per Annum, after the same Shall become due, together With Costs of Suit, and Release all Errors and Acts of Error and Waive the Stay of Execution, And all Rights of Appeal on this behalf Witness My Hand and Seal this 18th day of July 1865"

$ 171 70/100 (Signed) "George Meckley Seal"

Revenue Stamps 10 cts Cancelled, Said Note is Endorsed, "Received on the within $100. Dollars, June 1st 1866, There is due from the defendant to the

Plaintiff on Said Note the Sum of Eighty 68/100 Dollars which they claim with the interest from the 1st day of June 1866 and for which they ask judgment (making at this date Eighty Eight + 85/100 Dollars ($88 85/100) McDonald City for Plaintiffs —

The State of Ohio Union County ss. McDonald being Sworn says that he is the Attorney of the Plaintiffs duly Authorized, and that the above Petition is founded upon a Written instrument for the Payment of Money Only, which is shown in the possession of the Affiant, and that the facts and allegations in the foregoing Petition are true as he verily believes McDonald

Sworn to by McLaurence before me and Signed by him in my presence this 7th day of February 1868 Taber Kendall Clerk

And thereupon to wit on Said 7th day of February A.D. 1868 the following Answer of John Bloats Attorney for Defendant was filed with the Clerk of Said Court which reads as follows to Wit

Whiteley Fiskler & Kelley Plaintiffs } In the Court of Com. Pleas
Against } Union Co Ohio
George Keckley Deft } Answer.

And now Comes the Defendant George Keckley by John Bloats Esq. One of the Attorneys of this Court and by Virtue of a Warrant of Attorney Executed by Defendant and now produced in Open Court and duly proved, and waives the issuing and Service of any Process upon Said Defendant, And Enters his Appearance herein, and confesses that there is due from the Defendant to the Plaintiffs on the Note in the Petition mentioned the Sum of Eighty Eight 88/100 Dollars at this date, and consents that a Judgment be rendered against the said Defendant in favor of the Plaintiffs for that amount and the Costs of this action, and by Virtue of the Same Warrant of Attorney all Errors which may occur in the rendition of Such Judgment, are released, and all right of Appeal and Stay of Execution are hereby released & waived, Feby 7th 1868 John Bloats Attorney for Defendant

And on Said 7th day of February A.D. 1868 the following Entry was made upon the Journal of Said Court which reads in the words and figures following to, wit

Whiteley Fiskler & Kelley } Judgment on Cognovit —
Against
George McKeley

This day came the Plaintiffs by their Attorney McLaurence and filed their Petition against the said George McKeley, and thereupon came John Bloats One of the Attorneys of this Court, and by Virtue of a Warrant of Attorney Executed for that purpose by the said George McKeley, and now produced in Open Court and duly proved, waived the issuing and Service upon Said Defendant and Entered his Appearance herein, and confessed that there was due from the Defendant to the Plaintiffs on the Note in the Petition mentioned the Sum of Eighty Eight and 85/100 Dollars — at this date — and Consents that a Judgment be rendered against the Said Defendant — in favor of the Plaintiffs for that amount and the Costs of this action, and by Virtue of the Same Warrant of Attorney all Errors which may occur in the rendition of Such Judgment, and all right of Appeal & Stay of Execution are released and waived, It is therefore Considered Ordered & adjudged by the Court that the Plaintiffs recover of the defendant George Keckley said Sum of Eighty Eight + 85/100 Dollars ($88 85/100) So confessed to be due and also the Costs of this Suit taxed to $ and all Errors are released, and right of Appeal and Stay of Execution waived

Attest Taber Kendall Clerk

X

S. H. Dolbear
vs
Benjamin Grubbs &
Wm S Grubbs

Plea before the Hon. L. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 7th day of Feby. 1868

Petition

The following Petition was filed with the Clerk of said Court on the said 7th day of February A.D. 1868 Which reads as follows to Wit

S. H. Dolbear Plaintiff
vs
Benjamin Grubbs &
Wm S. Grubbs Defendants

Petition

Court of Common Pleas
Union County Ohio

The Plaintiff says this action is founded upon a Promissory Note of which the following is a Copy, with the Credits and indorsements thereon

"Marysville Ohio July 27 1866 Eight Months after date for Value received We promise to Pay Dolbear & Co, One Hundred and fifteen Dollars with 6 per cent interest from date, and We hereby dispense with the demand of Payment, protest & Notice of non Payment of this Note and Authorize any Attorney at Law to appear for us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio or Elsewhere, and Waiving the issuing and Service of Process and confessing Judgment against us or either of us in favor of the Holder or Holders of this Note for the amount of said Note, and interest on the same at the rate of Six per cent per Annum, after the same shall become due, together with the Costs of Suit and release all Errors and Rights of Error and Waive the Stay of Execution and all right of Appeal in this behalf - Witness Our Hands and Seal this 27th day of July 1866, $115 00 Revenue Stamps 10 cts Cancelled, Signed Benjamin Grubbs, Wm S Grubbs"

Said Note is Endorsed as follows, "Paid on the within Note Fifteen Dollars April 29th 1867 - also" Dolbear & Co, Plaintiff further says that he was a member of the firm of Dolbear & Co. the Payees of said Note, and that upon the dissolution of the Partnership said Note was assigned to him for a good & Valuable Consideration, and that he is now the Owner and Holder of the same That is due from the Defendants to the Plaintiff on said Note the Sum of One Hundred and five Dollars and 21 cents with interest from April 29th 1867, which at this date amounts to One Hundred and ten & 15/100 Dollars ($110 15) for which with Costs he asks judgment, Mc Lawrence Atty for Plaintiff

The State of Ohio Union County ss. Mc Lawrence being Sworn says that he is the Attorney of the Plaintiff duly Authorized in the premises, and that the above Petition is founded upon a Written instrument for the Payment of Money only, which is now in the Possession of Affiant, and that the facts and allegations in the foregoing Petition are true as he Verily believes

Mc Lawrence

Sworn to by Mc Lawrence before me and Signed by him in my presence this 7th day of February 1868

Tabor Kendall Clerk

Answer

And on the said 7th day of February A D 1868 the following Answer was filed with the Clerk of said Court which reads as follows to Wit

Answer

S. H. Dolbear
vs
Benjamin Grubbs &
Wm S. Grubbs

In the Court of Common Pleas
Union County Ohio

Answer

And now comes the Defendants Benjamin Grubbs and William S Grubbs by John B. Coats Esq One of the Attorneys of this Court

and by Virtue of a Warrant of Attorny Executed by the Defendants and now produced in Open Court, and duly proved, and waiving the issuing and Service of any process upon said Defendants, and Entering their Appearance herein and Confessing that there is due from the Defendants to the Plaintiff, the Sum of One Hundred and Ten D 15/100 Dollars On the Note in the Petition Mentioned at this date, and Consents that a Judgment be rendered against the said Defendants in favor of the Plaintiff for that Amount and the Costs of this action, and by Virtue of the same Warrant of Attorny all Errors which may occur in the rendition of Such Judgment are released and all right of Appeal, and Stay of Execution are thereby released and Waived Feby 7th 1868

John B Coats Attorney for Defendants

And On the said 7th day of February A D 1868 the following Entry was made upon the Journal of said Court which reads as follows to-wit

S. W. Dolbear
vs.
Benjamin Grubbs &
Wm S Grubbs

Judgment On Cognovit

This day came the Plaintiff by his Attorney Wm. Lawrence and filed his Petition against the said Benjamin Grubbs & Wm S Grubbs and thereupon came John B Coats one of the Attorneys of this Court, and by Virtue of a Warrant of Attorny Executed for that purpose by the said Benjamin Grubbs and Wm S Grubbs and now produced in Open Court and duly proved, Waiving the issuing and Service of process upon said Defendants, and Entered his Appearance herein, and Confessed that there was due from the Defendants to the Plaintiff on the Note mentioned in the Petition the Sum of One hundred and ten and 15/100 Dollars ($ 110.15) at this date, and Consents that a Judgment be rendered against the said Defendants in favor of the Plaintiff for that Amount and the Costs of this action, and by Virtue of the same Warrant of Attorney all Errors that may occur in the rendition of such Judgment, and all right of Appeal and Stay of Execution are released and Waived, It is therefore Considered Ordered and Adjudged by the Court that the Plaintiff recover of the Defendants Benjamin Grubbs and Wm S Grubbs said Sum of One Hundred and Ten and 15/100 Dollars ($ 110.15) So Confessed to be due And also the Costs of this Suit taxed to $ Also all Errors are released And right of Appeal And Stay of Execution Waived

Attest Tabor Kimball Clerk

William O Woods
vs
Abraham Deeves

Pleas before the Hon N Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 7th day of February A D 1868

Petition

Now to wit - On the 4th day of January A D 1868 the following Petition was filed in the Clerk of said Court in the words and figures following to wit

William O Woods Plaintiff } Court of Common Pleas
Against } Union County
Abraham Deeves Defendant } Petition

The Plaintiff Says / on the 17 of May 1866, Defendant Abraham Deeves Made and delivered to John Wiedman his two promissory Notes of that date and thereby promised to Pay the said John Wiedman or bearer on the first of said Notes the Sum of Two Hundred and Fifty Dollars in one year after the date thereof With interest from date for Value Received, and on the Second Note the Defendant promised to Pay to the said John Wiedman or bearer a like Sum of Two Hundred and Fifty Dollars in Two years after the date thereof With interest from date for Value Received

2d The Defendant Abraham Deeves on the said 17th day of May 1866 to Secure the Payment of said Notes Executed and delivered to the said John Wiedman a Mortgage deed and thereby Conveyed to the Plaintiff his heirs and assigns the following land and tenements Situate in said County of Union and described as follows to wit, Being Fifty acres off of the West side of the following described land (The East line of said Fifty acres to run Parallel with the line of the Fenton Road) Being part of Military Survey 8 Nos 5629 & 6493 Beginning at a Red Oak N E to land deeded to Sanford Hulbrook by George Jones thence with the North line of said land S 80 W 177/10 Poles to a Stone in the Centre of the Fenton Road thence with the Centre of said road N 16° 50' W 80 Poles to a Stake in the centre of said road thence N 81 1/4 E 54 37/100 Poles to a Stake in the East Corner of James S Balcombs land, thence N 9° 7' W 32 38/100 Poles to a Stake or Stone thence N 81 1/4 E 98 4/5 Poles to a Stake thence S 8 1/2 E 32 38/100 Poles to a Stake or Stone thence N 80° 30' E 34 4/5 Poles to a Beech, thence S 9° 15' E 79 Poles to the Beginning Containing One hundred and ten acres more or less, The condition Contained in said Mortgage Deed was in Substance as follows That if the said Abraham Deeves shall Pay or Cause to be Paid to the said John Wiedman the following Sums of Money for which he has given his promissory Note of Even date herewith "Marysville May 17 1866 One year from date I Promise to Pay John Wiedman or bearer two Hundred and fifty dollars With interest from date for Value Received. (Signed) Abraham Deeves"

Marysville May 17 1866 Two years after date I Promise to Pay John Wiedman or bearer Two Hundred and Fifty Dollars With interest from date for Value Received (Signed) Abraham Deeves

Then these Presents Shall be Void, Otherwise to be and Remain in full Force and Virtue — 3 On the 17th of May 1866 at 8 O'clock A M, the said Mortgage was delivered to the Recorder of said County to be by him Entered on Record. — May 18 1866 in Book 5 page 574 & 575

The Plaintiff further says that said John Friedman did assign the said Two notes to Robert Snodgrass and the said Robert Snodgrass did assign them to the Plaintiff together with all rights of action against the Defendant or any other to secure the Amount of said Notes, and the Plaintiff further says that said Mortgage was at the same time delivered to him by the said Robert Snodgrass and further the Plaintiff alleges that — Notes and Mortgage bona fide his (Plaintiffs) property and rights of action 4th The said deed has become absolute, There is due upon and remaining unpaid upon said Note first described herein the Sum of Two Hundred and Fifty Dollars with interest thereon from May 17 1866, And upon the second Note herein described the Amount is Two Hundred and Fifty Dollars with interest from May 17 1866, On which last named Note there has been no Payments, 5th The Plaintiff asks that said Mortgage may be foreclosed, the said premises Ordered to be Sold and the Proceeds applied to the Payment of said debt and Execution awarded for the balance

P. B. Cole Plaintiffs Attorney

State of Ohio Union County ss. W. W. Woods being Sworn says that he believes the facts Stated and Allegations in this foregoing Petition to be true W. W. Woods

Sworn to And Subscribed before me in my presence this 4th day of January, 1868

Tabor Randall Clerk

William W. Woods Plaintiff
Against
Abraham Deever Defendant

} Com Pleas
Union County

To the Clerk

Issue a Summons upon the Petition

Bc/pw

in the above case returnable according to law — Amt claimed $250
On the interest from May 17 1866

P. B. Cole Atty for Plaintiff

And thereupon to Wit On said 4th day of January AD 1868 the following Writ of Summons was issued by the Clerk of said Court which reads together with the return of the Sheriff in the words and figures following to Wit

Summons

The State of Ohio Union County ss, To the Sheriff of Union County, You are Commanded to Notify Abraham Deever that he has been Sued by W. W. Woods in the Court of Common Pleas of Union County and that unless he Answer by the 1st day of February AD 1868, the Petition of the said Plaintiff against him filed in the Clerks Office of said Court, Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 15th day of January AD 1868, With your Tabor Randall Clerk of said Court and the Seal thereof at Marysville this 4th day of January AD 1868

(Seal)

Tabor Randall Clerk C.C.P.

Rec'd this Writ Jany 7 1868, Served by delivering to the Defendant a certified copy of this Writ On Jany 7 1868 Fees $1.63

P. B. Whelpley Sheriff

And afterwards to Wit On the 7th day of February 1868 the following Entry was made upon the Journal of said Court which reads as follows to Wit

William W. Woods Plaintiff
Against
Abraham Deever Defendant

} Action On Mortgage

This day came the Plaintiff by his Attorney and Submitted this Cause to the Court, The Defendant being in default for want of Answer Whereupon the Court do find that the Defendant Owes the Plaintiff the Sum of Five Hundred and Seventy Five 00/100 Dollars in manner and form as the Plaintiff in his Petition hath in that behalf alleged — Therefore it is Ordered, Adjudged and decreed that the Plaintiff recover of the Defendant the said Sum of Five

Hundred and Seventy Five & 50/100 Dollars the debt aforesaid and his costs herein Expended to be taxed to &
Whereupon it is Ordered that James B Whelpley Sheriff of this County be & is Constituted a Special Master Commissioner and that he proceed to & sell as upon Execution at law the lands and tenements in the Petition described, that is to say — Situate in said County of Union, Being Fifty Acres off the West Side of the following described land, The East line of said Fifty Acres to run parallel with the Kenton road, Being part of Military Survey No 5629 & 6493. Beginning at a Red Oak North East Corner to Land deeded to Hanford Philbrooks by George Innes, thence North on the North line of said land S 80 W. 177/10 Poles to a Stone in the Center of the Kenton road thence North with the Center of said road N 16 50' W 80 Poles to a Stake in the Center of said road thence N 81° E 54 32/100 Poles to a Stake Corner to James S. Baldwins land thence N 7 W 33 38/100 Poles to a Stake or Stone thence N 85 30' E 34 5/10 Poles to a Beech thence S 9° 15' E 79 Poles to the Beginning Containing One Hundred and ten acres One Qr & 16, And that said Master report to the Court how his proceedings in that behalf together with the date, Amount and respective priorities of all liens and incumbrances by judgments or Otherwise upon said Mortgaged premises, And that he bring the Money into Court And this Cause is Continued as to the Note not due described in said Petition

Title Taken all Clerk — —

Wm Bealer
vs
Manchester & Hewit

Pleas before the Hon D Monklin Presiding Judge at a Court of Common Pleys begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 17th day of Feby 1868

Heretofore to wit On the 10th day of February A D 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

Wm Bealer Plaintiff
vs
P. Manchester & Hewit

Court of Common Pleas, Union County Ohio
Petition

The Plaintiff says there is due him from the Defendants on their Note (a Copy of which is here to attached) the Sum of Two Hundred and Twenty Five & 78/100 Dollars and therefore the Plaintiff asks judgment against the said Defendants P Manchester & Hewit for said Sum of Two Hundred and Twenty Five & 78/100 Dollars due as aforesaid Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County ss D W Robinson being duly Sworn deposes and says I am Plaintiffs Attorney in this action & the said action is for money Only On a Written promissory Note for Money Only in my Supposition and I believe the Several allegations of said Petition are true D W Robinson

Sworn to And Subscribed before me this 6th of February 1868
Taber Randall Clerk —

We Consent that the Plaintiff may take judgment for the Amount above named & claimed against us to wit for $225. 78
Feb 11 1868
Manchester & Hewit

And On the 17th day of February A D 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

Wm Bealer
vs
Manchester & Hewit

This day came the Parties, And the defendants in Open Court Confess that they do owe the

Plaintiff as alleged against them in Plaintiffs petition the Sum of Two Hundred & Twenty Five & 78/100 Dollars ($225.78) Therefore it is Considered Ordered & adjudged by the Court that the Plaintiff recover of the Defendants said Sum of Two Hundred and Twenty Five & 78/100 Dollars and his Costs herein Expended taxed to $

Taber Randall Clerk.

X

S. O. Carter
vs
W. C. Bailey &
Joseph Carter

Pleas before the Hon D. Sloanklin Presiding Judge at a Court of Common Pleas begun and holden at the Court House in Marysville within and for the County of Union in the State of Ohio on the 4th day of February A.D. 1867 Continued from day to day and on the 5th day of December 1867 the following petition was filed with the Clerk of said Court which reads as follows to wit

S. O. Carter Plaintiff
Against
W. C. Bailey and
Joseph Carter Defendants

In the Court of Common Pleas of Union County Ohio

Petition

Plaintiff says that his action is founded upon a promissory note of which the following is a copy "$ 110.00 Oct 18 66

For value received One year after date We or Either of Us promise to pay S. M. Carter or bearer the Sum of One hundred and ten Dollars with interest

W. C. Bailey
Joseph Carter"

That there are no Credits thereon, Plaintiff says that he is the Owner of said Note, and that there is due to him from said defendants upon said Note the Sum of One Hundred and Ten Dollars with interest from the 18th day of October A.D. 1867 and for which he asks judgment Johnston & McNeal Plaintiffs Attorneys.

The State of Ohio Union County ss. S. O. Carter being Sworn says that he believes the facts Stated and the allegations in this foregoing petition to be true

S. O. Carter

Sworn to before me and Signed in my presence this 3d day of December A.D. 1867 Philip Dombaugh Clerk Court Com. Pleas Union Co. Ohio

L.S.

To Clerk

S. O. Carter Plff
Against
W. C. Bailey and Jos. Carter Defts

Please summon upon the petition in the above case returnable according to law, Amount Claimed $ 110.00 with interest from 18th day of October A.D. 1867, Johnston & McNeal Plaintiffs Atty

Summons

Afterward to Wit On the 15th day of December A.D. 1867 the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit

The State of Ohio Union County ss. To the Sheriff of Union County

You are Commanded to notify W. C. Bailey and Joseph Carter that they have been Sued by S. O. Carter in the Court of Common Pleas of Union County and that unless they answer by the 1st day of January A.D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this

Summons On the 23d day of December AD 1867 Witness Taber Randall Clerk of said Court and Seal thereof Issued at Marysville this 10th day of December AD 1867 Taber Randall Clerk

Sheriff's Return, Rec'd, Dec 16 1867, Served W C Bailey Defendant by delivering to him a Certified Copy of this Writ, Dec 23 Carter not found in my County Sheriff's Fees $3.33 D. B. Whitsley Sheriff

Afterwards to wit On the 7th day of February AD 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

D O Carter vs W C Bailey et al } Petition on Note

This day came the Plaintiff by Johnston & McNeal his Attorneys and the Defendant W C Bailey Sole partner of the firm of Adams & Co Within he is held to be in Default, and on Motion of Plaintiff this Cause is Submitted to the Court upon the Petition and Exhibits, And the Court being fully advised in the premises does find that there is due to the Plaintiff from the Defendant named in the Petition the Sum of One Hundred and Eleven Dollars and fifteen Cents, He is therefore Considered by the Court that the Plaintiff recover of the Defendant W C Bailey the said Sum of One Hundred and Eleven Dollars and Fifteen Cents the Same to draw Interest from this Date and also his Costs in and about this Suit Expended Taxed at $ and Execution issued to Joseph Carter This Cause is dismissed at Defendants Costs

Attest Taber Randall Clerk

Elizabeth Jones et al, Pltffs } Plea before the Hon Lot Morrill Presiding Judge
vs } of a Court of Common Pleas begun and held at the
Orrin Beam } Court House in Marysville within and for the County
of Union in the State of Ohio On the 7th day of February AD, 1868

Petition

Be it remembered On the 11th day of Dec AD 1867 the following Petition was filed with the Clerk of said Court which reads as follows Viz

Court of Common Pleas
Union County
Ohio

Elizabeth Jones in her own right
John Jones, Mary Ann Jones
and Sarah L Jones Minors by their
next friend Elizabeth Jones Plaintiffs

vs

Orrin Beam Defendant

Petition

The said Plaintiffs
Say they are Seized in Fee Simple of the
following Real Estate Situated in the Said County of Union and State of
Ohio and being all of Military Survey No. 4569, Originally Calling for 500
acres Excepting Thereform 223 acres Thereof off of the Northerly End thereof, Conveyed to John Short by John Graham by deed bearing date of actual
Survey 308 acres off the Southerly End of Said Survey of which Plaintiffs
are now and for four years have been Seized in Fee Simple by deed from
John Graham and Sarah his wife dated
and by deed from Wm Graham Executor of the Will of
Said John Graham deceased That the Said Defendant Orrin Beam

unlawfully Keeps the Said Plaintiffs Out of the Possession of Said Premises, Now from the Plaintiffs ask judgment against Said Defendant and for the recovery of the possession of Said Premises, & Seven Hundred Dollars Damages Said Defendant for three years Last Past has been in possession of Said Land receiving the rents and issues and profits thereof from the first of May, 1865 to this time and the Said Defendant hath during that time, Cut, destroyed and removed a large quantity of Valuable Timber on Said premises and belonging thereto and being the property of the Plaintiffs, and by reason thereof the Plaintiffs are damaged in the Sum of One Thousand Dollars, and therefore the Plaintiffs ask judgment against the Defendant in Said Sum of One Thousand Dollars

Robinson and Robinson Attorneys for Plaintiffs

The State of Ohio Union County ss. I D M Robinson being duly Sworn do depose and Say I am Plaintiffs Attorney in this behalf and the Plaintiffs are absent from said County of Union and are absent therefrom and I believe the Several allegations of the foregoing petition are true D M Robinson

Sworn to before me and Signed in my presence this 13th of Dec 1867

Taber Randall Clerk

Issue Summons and Endorse "Action for the recovery of the possession of land & $1000 - damages Robinson and Robinson Attorneys for Plaintiffs

And thereupon to wit On the Said 14th day of Dec AD 1867 the following writ of Summons was issued by the Clerk which with the return of the Sheriff Endorsed thereon reads in the words and figures following to - wit

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify Orrin Bream that he has been Sued by Elizabeth Jones in her own right, and John T Jones Mary Ann Jones and Sarah L Jones Minors by their next friend in the Court of Common Pleas of Union County and that unless the Answer by the 1st day of January A D 1868 the Petition of the Said Plaintiff against him filed in the Clerks Office of Said Court Such Petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 23d day of Dec. A D 1867. Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 14th day of December A D 1867

Taber Randall Clerk C.P.

Rec'd Dec 14th Served Dec 17 1867 by delivering to the Defendant a certified Copy of this writ Fees $2.27 D B Wellsley Sheriff

Afterwards to wit On the 4th day of January 1868 the following Supplemental Petition was filed with the Clerk of the Said Court of Common Pleas of Union County on the Which cases as follows to - wit

Elizabeth Jones & Others Plaintiffs
Against
Orrin Bream Defendant

Court of Common Pleas
Union County Ohio
Supplemental Petition

The Plaintiffs in this action Now Come and file their Supplemental Petition and Say That the Said defendant is Now Since the filing of Said Original Petition & threatens to continue to cut down and remove the green and valuable timber on Said land, That Said land is well timbered with valuable Oak and Other green timber and by its removal the value of the lot will be irreparably damaged and unless the defendant be restrained by the injunction of the Court from cutting and removing the Same - he will

by means of the large Number of Hands now Employed and which will be Employed in that Work – Cut & remove the large Portion of Said Timber before this Cause can be tried on its Merits – Therefore the Plaintiff ask that the Defendant may be restrained by the injunction of the Court from Cutting and removing any of the timber on Said Land in the Original Petition described Until Said Cause can be tried by the Court and Jury

Robinson and Robinson Attys for Plaintiffs –

Supl. Petition

The State of Ohio Union County ss. D. F. Robinson being duly Sworn says that he is one of the Plaintiffs Attorneys and the Plaintiffs are State absent from and Non-residents of Said County and that believes the Several allegations of the foregoing Supplemental Petition are true D. F. Robinson

Sworn to & Subscribed before me this 5th of May 1868

Jabez Kendall Clerk

Injunction

Injunction allowed as prayed for until further Order of the Court On Bond being given in One Hundred Dollars $100 – May 4 1868

Jno. A. Smith P. J. C. P.

And afterwards to wit on the 7th day of February A.D. 1868 the following Entry was made in the Journal of said Court which reads as follows to wit –

Elizabeth Howe and Others

vs. } Civil Action

Delmore Snodgrass

This day came the Parties and Submitted this Cause to the Court upon the Petition and Answer the Court being fully advised in the premises do find for the Plaintiffs against the Defendant Delmore Snodgrass and do find and adjudge by the Court that the Plaintiffs own of the Defendant the Description of the Real Estate in Said Petition described and that Perpetual Injunction issue to

Writ Issued Writ of Perpetual Injunction issue to the Sheriff of this County Commanding him to deliver to Plaintiffs Possession of Said premises, and all questions of Damages to be Settled under the Law for the Benefit of the Complaining Claimants and the Court being Satisfied that the Defendant is entitled to the benefit of the Law for the Payment of Improvements and for waste Made by defendant While in Possession under an imperfect title, It is Ordered that a Jury be Empannelled and Sworn according to Law to make the Valuations &c as provided by Law, And this Cause is Continued for that purpose. But the Defendant is in the meantime Enjoined from Cutting or removing timber from Said Land from this date

Jabez Kendall Clerk

Delmore Snodgrass vs Elizabeth Snodgrass et al

Plea before the Hon. D. Skinkle Presiding Judge of a Court of Common Pleas begun and held at the Court House in Marysville Ohio within and for the County of Union in the State of Ohio On the 5th day of May 1868

Be it remembered that on the 5th day of Sept A.D. 1867 the following Petition was filed in the Clerk of Said Court which reads as follows to wit

To the Court of Common Pleas of Union and for the County of Union in the State of Ohio, Your Petitioner Delmore Snodgrass of the Said County of Union represents that he has a legal right to, and is Seized in Fee Simple

Petition

of the Ten dividen One Half part of the following Real Estate Situate in the County of Union in the State of Ohio and in the Village of Marysville and being the Lot No Eighty Six (86) in Said Village and being the Same formerly Owned by William Snodgrass deceased, and the Same On which his Widow Sarah Snodgrass resided at the time of her decease. And your Petitioner further represents that Emeline Snodgrass and Viola Snodgrass of Said County of Union are tenants in common with your Petitioner in Said premises, Each Owning One undividen One fourth part of the Same, There is no Widow Dowering. Your Petitioner therefore prays that Partition of Said Premises may be Made, Or if the Same cannot be divided Without Manifest injury, Then that Such proceedings may be had in the premises as are Authorized by Law. Porter And Sterling Attys for Petitioner

And thereupon to Wit On Said 7th day of Sept. A D 1867 the following Notice was filed With the Clerk of Said Court which reads as follows to wit.

Notice

To Emeline Snodgrass And Viola Snodgrass, You will take notice that On the 7th day of September A.D. 1867 I file a Petition against you in the Court of Common Pleas Within and for the County Union in the State of Ohio and the Same is now Pending Wherein Delmon Snodgrass Petitions for Partition of the following Real Estate Situate in Union County Ohio, And being Lot No 86, in the Village of Marysville And being the Same property formerly Owned by William Snodgrass deceased & On Which his Widow Sarah Snodgrass resided at the time of her decease, and that at the Next Term of Said Court I will ask for an Order that Partition of Said Premises may be Made, & that a Sale may be had of the Same, according to the Statute in Such Case Made and provided

Dated This 7th day of Sept. A D 1867 Delmon Snodgrass

The State of Ohio Union County ss. Delmon Snodgrass Makes Oath that On the 7th day of Sept. 1867 he Served Emeline Snodgrass And Viola Snodgrass the above Named parties Each With a true and full copy of the above Notice, Sept 7th 1867 Delmon Snodgrass

Sworn to And Subscribed before me the day and year above mentioned

Taken Marshall Clark a c

Afterward to Wit On the 28th day of October A.D. 1867 the following Entry was made upon the Journal of Said Court which reads as follows to Wit

Entry

Delmon Snodgrass Plaintiff

Against

Emeline Snodgrass And Viola Snodgrass Defendants

Petition

And now Comes the Said Delmon Snodgrass by Porter & Sterling his Attorneys And thereupon this Cause came on to be heard upon the Petition And Evidence and Defendants being in default of Answer or Demurrer, Whereupon the Court upon due Consideration defined that due Notice of the Pendency of this action has been given for More than forty days Prior to the first day of the present Term of this Court And the Court doth find that the Said Delmon Snodgrass has a Legal Title And is Seized in Fee Simple of One Half Part of Said premises And the Court defined that Said Emeline And Viola Snodgrass are tenants in Common in Said premises With the Said Delmon Snodgrass in the following proportions to Wit that the Said Emeline Snodgrass is Seized of One fourth part thereof - the Said Viola Snodgrass of One fourth part thereof. It is therefore Ordered that a Writ of Partition issue to the Sheriff of Said County of Union Commanding him that by the Oaths of

A F Wilkins John Cassil and A. Mowry Partition be made of said lands in the following proportions to wit To the said Delmon Sprague one half East. To the said Emelin Sprague One fourth East and to Viola Hodges one fourth East and it is further Ordered that the Sheriff return his proceedings in the premises forthwith

Writ of Partition

Writ of Sale

Sheriff's Return

Decree & Report

Delmon Sprague
against
Emelin Sprague et al

Union County S.S.

Partition

Counsel for

Said Com

Court

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Delmon

The State

Summons

Affidavit

of Mailing

Counsel for said Petitioner and upon producing the return of the Sheriff and the Report of said Commissioners thereto fore appointed, and the same having been Examined by the Court and found in all respects Correct and in Conformity to Law. It is hereby Ordered that said Proceedings and Report be and the same is hereby Approved and Confirmed and thereupon the said Parties electing to take the said Premises at the said Valuation - it is Ordered that the said Premises be Sold at Public Sale by the Sheriff of said County of Union according to Law, and that he return his doings in the Premises to the Next Term of this Court at which time this Cause is Continued -

Affidavit to Pet on the 20th day of November A.D. 1867 the following Order of Sale was issued of the Clerk of the said Court of Common Pleas of Union County which with Return of the Sheriff endorsed thereon is recorded in the words and figures following to-wit

Order of Sale

The State of Ohio Union County ss. In the Name of Union County Greeting -

In pursuance of an Order of Our Court of Common Pleas, Begun and for the County of Union at the October Term thereof A.D. 1867 in a certain Petition and Petition Now Pending in said Court wherein D Elmon Snodgrass is Petitioner and Emeline Snodgrass and Viola Snodgrass defendants We Command you that Without delay you proceed to Sell at Public Auction the lands and tenements in the said Petition described to-wit Lot No (86) Eighty Six in the Village of Marysville in said County of Union, and that you proceed in the premises you Notice known to Our said Court of Common Pleas at Chambers Term and have you then there this Writ. Witness Taber Mendall Clerk of said Court of Common Pleas at Marysville this 20th day of November A.D. 1867

Taber Mendall Clerk

Return of Sheriff - The State of Ohio Union County ss. Rec'd this 21st November 20/67 and on the 2nd day of Dec'r 1867 I advertised the within described lands and tenements for Sale in the Marysville Tribune a Paper of General Circulation in said County and printed in said Town of Marysville, Said Sale to take place at the Door of the Court House in Marysville in said County, On the 6th day of January 1868 at One O'clock P.M. And after having so advertised said property for more than Thirty days, I did on said 6th day of January 1868 at 1 O.C. P.M. Offer said lands and tenements for Sale and struck off the same to William Cull for the Sum of $1005.00 It being more than two thirds the appraised Value and it being the highest and best Bidder was declared the purchaser thereof Amount of Sale $1005.00, Fees $16.60 J. B. Whelpley Sheriff -

And On the 3 day of Feby A.D. 1868 the following proof of Publication was filed with the Clerk of said Court which is as follows to-wit, Sheriffs Sale

D Elmon Snodgrass
Emeline Snodgrass & Viola Snodgrass
Offer for Sale

Union Common Pleas

By virtue of an Order of Sale to me directed from the Court of Common Pleas of Union County Ohio I shall Offer for Sale On the 6th day of January 1868 at One O'clock P.M. the following described lands and tenements to-wit Lot No Eighty Six (86) in the Village of Marysville County of Union and State of Ohio, Terms, One third Cash in hand and the balance in One and two years Payments, to be Secured by Mortgage on the Premises

J. B. Whelpley Sheriff

The State of Ohio Union County ss, I John Oldhearn do Make Oath that the annexed Statement of which this annexed is a Copy was Published for 30 days prior to the 6th day of January A.D. 1868 in the Marysville Tribune a Newspaper of General Circulation in this

Union County Ohio, Court of Common Pleas Be Entered and proprietor, D.O.C. Sheaver
Sworn to and Subscribed before me this 3rd day of Feb. A.D. 1868.
Aaron Randall Clerk

And afterward to Wit On the 3rd day of February A.D. 1868 the following Entry was
made upon the Journal of said Court Whichsaid as follows to Wit

Entry

Dolphus Sheadgrass
vs
Emeline Sheadgrass
Wm. Sheadgrass &c } On Partition

On motion to the Court by Porter and Sterling Counsel for Petitioner and upon Considering the proceedings of the Sheriff of 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 points in due form of law, It is Ordered that said proceedings and Sale be and the same are hereby Approved and Confirmed, and that the said Sheriff Execute and deliver to the said Purchasers a deed in fee simple for said lands and tenements by him sold as aforesaid, And it is further Ordered that the Costs and Expenses of this Suit (including an Attorney fee to Porter and Sterling of $35.00) be paid out of the said Moneys in the hands of the Sheriff in the following proportions to wit, Dolphus Sheadgrass One half part Emeline Sheadgrass One fourth part and Viola Sheadgrass One fourth part and that the said Sheriff distribute the proceeds of said Moneys less the Costs in the following proportions to wit, To Dolphus Sheadgrass One half part, to Emeline Sheadgrass One fourth part and to Viola Sheadgrass One fourth part

Attest Aaron Randall Clerk

Samuel R. Harbert } Pleas before his Honor Jacob Mankin Presiding
vs } Judge of a Court of Common Pleas begun and
Henry Neal & } held at the Court House in Marysville within
James H. Neal } and for the County of Union in the State of Ohio on
the 25th day of May A.D. 1868, Heretofore On the 5th day of Aug
ust A.D. 1867 the following Petition was filed with the Clerk of said Court
Which reads Viz: Samuel R. Harbert Plaintiff against Henry Neal and James H.
Neal Defendants, Court of Common Pleas of Union County Ohio. Petition
Petition The said Samuel R. Harbert Plaintiff says that the defendants Henry Neal
James H. Neal On or about the 16th day of August A.D. 1866 at the County
of Union in the State of Ohio unlawfully and wrongfully caused the foll
owing noisome substance and offensive matter to be collected dep
osited and left to remain in the public road and highway lead
ing from Milford in Union County to Woodstock in Champaign Coun
ty to the Injurious and annoyance of the Public to wit a large quant
ity of Salt Codfish Salted Fish to wit about One hundred Pounds thereof
which said Salted Fish had become and was tainted and Putrid
producing a noisome, offensive and unwholesome smell, and the said Salt
and Salted fish was dangerous to the lives of cattle, that cattle were liable
to stray, get upon & pass along and on said road and Eat thereof and be killed thereby

And the Plaintiff Says That on the Said 16th day of August A.D. 1866 he the Said Plaintiff was the Owner & Lawfully Possessed of a Certain Valuable Cow to the Value of One Hundred and Ten Dollars Which Said Cow on the day and year aforesaid Casually and Without the Knowledge Consent or Sufferance of Plaintiff Came Without Any Fault of his, Strayed in Ordinary Said Town and Then and There did Eat & Destroy Quantity of Said Salted Fish and Salt, by reason of the Eating Thereof as aforesaid and of the injury Produced Thereby the Said Cow Then and There Died to the Damage of the Plaintiff - One Hundred and Ten Dollars, The Said Plaintiff therefore asks Judgment against the Defendants for the Sum of One Hundred and Ten Dollars with interest from the 16th day of August 1866 P. B. Cook and

P. B. Cook Atty's for Plff.

State of Ohio Union County ss. Samuel B. Harbut Plaintiff being Sworn Says That the Statements of the foregoing Petition are true as he verily believes

Samuel B Harbut

Sworn to and Subscribed by Samuel B Harbut before me this August 3 1867

P. B. Winger J.P.

Samuel B Harbut

vs

Henry Neal & Hiram McNeal

Issued Summons returnable according to Law. Clement Clayton p. Clk

Cook and Cook Atty's for Plaintiff

And thereupon the following Writ of Summons was placed in the hands of said Court which reads to-wit: The State of Ohio Union County ss

To the Sheriff of Union County You are Commanded to Notify Henry Neal and Hiram McNeal that they have been Sued by Samuel B Harbut in the Court of Common Pleas of Union County and that unless they Answer by the 7th day of September A.D. 1867 the Petition of the said Plaintiff Against them filed in the Clerks Office of said Court Such Petition will be Taken as true and judgment rendered accordingly You will Make due return of this Summons on the 19th day of August A.D. 1867 Witness Taken Randall Clerk of said Court and the Seal Thereof at Marysville this 5th day of August A.D. 1867

Taken Randall Clerk

And - Summons was returned and filed duly Endorsed to wit, "Because this Writ August 10th 1867 Served August 14th 1867 by delivering to Each of the defendants a certified Copy of this Writ & Fees, Service 65. Writ 50 Copies 50 & Return 12½ cts

B. Wolfley Sheriff -

Afterwards On the 21st day of August 1867 the following Answer was filed in the said Clerks Office which reads

Samuel B Harbut vs Henry Neal & Hiram McNeal

Court of Common Pleas Union County Ohio

Answer of Defts.

The said Defendants for Answer to the said Plaintiffs Petition say they have no Personal Knowledge of the facts therein and deny the several allegations of the same and say they are not true, and ask to be dismissed with their Costs herein Expended Robinson & Robinson Attys for Defts.

The State of Ohio Union County ss. I Hiram McNeal One of the Defendants being duly Sworn Say the allegations of said Answer are true as I believe

Hiram McNeal

Sworn to & Subscribed in Open Vacation by James H. Neal One of the Defendants
this 21st day of Dec 1867 Tilton Mandall Clerk
Afterwards On the 7th day of November AD 1867 the following Entry was made
in the Journal of Said Court which is in the words following to wit
Samuel P. Hurbut Plaintiff
vs
James H. Neal & Henry Neal Defendants } Civil Action

Entry

This day Came the Parties by their Attorneys and thereupon Came a Jury to wit Jonathan Hardman, Peter Cone, John Gathin Wyon Mitchell, Adolphus Bidwell, Edward Gregory, Jacob Pantheon, Wm. Capel James Morton, John Marshall, Joseph Gyer, Wm. Linton who being duly Empannelled and Sworn the truth to Speak upon the Issue joined between the Parties upon their Oath do Say they find for the Plaintiff Sum of Six Dollars Damages by reason of the premises at One Hundred Dollars Now this Cause Considered, Ordered & Adjudged by the Court That the Plaintiff recover of the Defendants the Said Sum of One Hundred Dollars his damages so by the aforesaid Verdict assessed and his Cost in this behalf Expended and that Execution do issue for the same but upon the Defendants demanding a Second Trial under the Statute which is allowed and Bond fixed at $200 &c

And On the 30th day of November 1867 the following Bond for Second Trial was filed with the Clerk of Said Court which reads as follows to wit Know all Men by these Presents that We James H. Neal Henry Neal and P. W. Ruman do hereby undertake to Samuel P. Hurbut in the Penal Sum of Two Hundred Dollars to the Payment of which well and truly to be made we bind ourselves, Our Administrators &c. The Condition of the above undertaking is that whereas the said Samuel P. Hurbut at the October Term AD 1867 of the Court of Common Pleas of the County of Union & State of Ohio Obtained a Judgment against the said James H. Neal and Henry Neal for the Sum of One Hundred Dollars damages &c and whereas the said James H. Neal and Henry Neal demanded a Second Trial and the same was allowed by the Court and the undertaking fixed at Two Hundred Dollars, Now therefore if the said James H. Neal and Henry Neal shall abide by and perform the Order and Judgment of the Court and pay all moneys and Costs and damages which may be required or awarded against them Consequent upon said Second Trial then this undertaking shall become void but otherwise it shall remain in full force

2d Trial Bond

Signed by Me as Clerk of Said Court this 30th day of Nov. AD 1867
Tilton Mandall Clerk

James H. Neal Seal
Henry Neal Seal
P. W. Ruman Seal

And On the 6th day of February AD 1868 the following Entry was made in the Journal of Said Court which reads

Samuel P. Hurbut } On Motion of Defendants this Cause is Continued
vs } at Defendants Costs, and it is Considered that
Entry J. H. Neal & Henry Neal } Plaintiff recover of Defendants his Costs of
this Term of Court taxed to $.

And afterwards On the 25th day of May AD 1868 the following Entry was also made in the Journal of Said Court which reads as follows to wit

Samuel B Hoarbut
vs
Hiram H Neal & Henry Neal
and Thompson Comm a Jury to wit Jacob Lupt & Levi Bolivar Hays Sr. &
Dunbar A. J. Boring Joseph Moore A. D. Ferguson and Marshall Fogle
Regular Jurors and Col Baldwin L. F. Whitehead, S. A. Cherry, Daniel Coop &
John Sharp Talesmen Who being duly Empanelled and Sworn the truth
to Speak upon the issue joined between the Parties, upon their Oaths do
Say they find for the Plaintiff & assess his Damages by reason of the premises
at $ 88 ⁶⁵/₁₀₀ Whereupon Defendants Moved the Court to Grant a new Trial
for reasons on file which Motion was Overruled and Exceptions taken &
filed by the Defendants, Whereupon it is Considered, Ordered & Adjudged
by the Court that the Plaintiff Recover of Defendants Said Sum of
Eighty Eight and ⁶⁵/₁₀₀ dollars ($88,65) Their damages so as aforesaid assessed
And thereupon on the Same 25th day of May 1868 the following Motion
was filed in Said Court to wit

S. B. Hoarbut } Court of Common Pleas
vs. } Union County Ohio
Hiram H Neal & Henry Neal } Motion

The Defendants Move the Court
to Grant them a New Trial in this Action for reasons following
1st The Court Erred in the Charge of the law to the Jury
2 The Said Verdict was for the Plaintiff and against the Defendants
and was against the Weight of Evidence & against the law

Robinson & Robinson Attys for Defendants

And thereupon the following Bill of Exceptions was filed by the Clerk
of Said Court which reads to wit

Samuel B Hoarbut } Court of Common Pleas
vs. } Union County Ohio
Hiram H Neal & Henry Neal Defendants } Bill of Exceptions

Be it remembered that at the term of the Court of this Cause at
the May Term 1868 of Said Court, the Said Plaintiff to Maintain the issue
on his part introduced Evidence tending to prove that Defendants were
the Owners of a Drug Store and Grocery at which place they had a half bbl
of Salted Fish And Spoiled Fish with Salt thereon and that Said Hiram H
Neal Employed Wm R Thomas to remove Said Spoiled Fish & Salt Out of
the Corporation of Marysville, Where it was at that time and place in Some
place where it would not injure or annoy one of town, That Thomas place Said
Fish and Salt in the Public Highway a Short distance Outside of Said Corporation
Where the Plaintiffs Cow (Which had not to the Plaintiffs knowledge Escaped
from the pasture field which had Enclosed her) found the Same and ate thereof
and by reason thereof She died and that She was of Value from Eighty to One
Hundred Dollars; That Said Fish and Salt were not Covered up, but were
left On the Ground and produced an annoying Smell to those who might
happen near thereto; That Defendants to Maintain the issue on their part
introduced Evidence tending to prove that Said Hiram H Neal Sending
Said Fish & Salt Spoiled in his Grocery requested Wm R Thomas to Take the
Same in his Wagon and haul it away and Put it Some place where it could

not injure or annoy any One And that for so doing he would give him the Key in which it was placed – That said Thomas accepted said proposition and took the said Key fish and Salt into said Wagon and hauled it away and on short – by work dys or Consent of the Defendants or Either of them them said Fish and Salt On the Side of said highway where it caused the injury Complained of – That said Thomas was a Farmer of Ordinary Common intelligence and acted in good faith Supposing the said fish & Salt would not injure or annoy any One by being placed on the Side of said road, the said Defendants asked the Court to Charge the Jury at the Close of the Evidence "That if the Defendants or Either of them made an arrangement in good faith with W.M. Thomas or any Other Competent person Whereby said Thomas undertook to remove said Mackerel Fish and Salt and place the same at some place where it would not injure or annoy any One and if said Thomas acting in good faith Without the knowledge or Consent of the Defendants or Either of them placed the same on the Side of said road and before they the Defendants had knowledge of the fact that said Fish and Salt were placed in said highway the said Plaintiffs cow Got Hurt of by reason of which Injuries, the defendants are not liable" Which instructions were refused by the Court and On the Contrary the said Court instructed the Jury That if said Thomas Placed said said Salt and Fish in the possession of W.M. Thomas or any Other Competent person With an Arrangement and Agreement on his part to remove the same to some place where they would not injure or annoy any One but did not give Specific or particular instructions Where he should place them and left it to the judgment of said Thomas as to the place Where he should place them in Order to be Where they would not injure or annoy any One, and if said Thomas through Carelessness, Negligence or Error in judgment on his part placed them in the public highway where they would annoy persons passing there to and would cause disease or death or Scare to animals Which might Eat thereof and Cause the injury Complained of – the Defendants liable although they had no knowledge that said Fish & Salt would be there until after the injury were done" To all of Which Ruling of the Court refusing to give the said instructions asked for by Defendants and in giving the said instructions given instead thereof the Defendants Excepted, and thereupon the Jury returned a Verdict for said Plaintiff against Defendants upon the issues joined between the parties, Whereupon the Defendants by their Counsel moved the Court to Grant them a new Trial of said cause by reason of said Supposed misdirection of the said Court of the law given as aforesaid to the Jury aforesaid at the trial aforesaid and by reason of the said Verdict being against the law and Evidence of the Case, But the said Court Overruled the said Motion & refused to Grant a new Trial and gave judgment upon the said Verdict of said jury against the Defendants for said Plaintiffs, Whereupon the Defendants by their Counsel made this Bill of Exceptions to said Opinion & Judgment of the Court in that behalf and prayed that said Court would Seal & Sign & Seal this Bill of Exceptions made as aforesaid which is accordingly done. May 25th 1868 – J.S. Constable Assoc. Judge (Seal)

Filed & Taken Record Oct Court

X

Flora A. Mills
vs
James Mills Et al

Pleas before the Hon. S. Conklin Common Pleas Judge of a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 11th day of Feb 1867
Here to for to wit on the 11th day of January A.D. 1868 the following Petition Bond Filed with the Clerk of said Court Which reads in the words following.

Flora Annette Mills
vs
James Mills, Lewis Mills, and Chambers Mills

By John Powell her Guardian
Court of Common Pleas
Union County Ohio

Petition

Now (under the Guardianship of Abraham Combest)
The said Petitioner by her said Guardian Says She is the Owner in Fee Simple of the undivided One Eighth part of Thirty acres of land hereinafter described Situate in the County of Union and State of Ohio in Survey No. 5503. Being the land devised to Sophia Mills by Chambers Lyons and described in the Will of said Lyons as follows, Part of Survey No. 5503, in the County of Union being part of my homestead farm and the same on which the said Sophia now resides Beginning at the North East corner of said Survey Running thence West with the North line thereof Forty rods to a Stone, thence South to the land of Isaac Coulter, thence East by Coulters line to a Stone, thence North to the place of beginning containing Forty acres more or less. That James Mills and Lewis Mills are tenants in common with Petitioner in said land and own Each One Eighth thereof and the said Chambers Mills (who is a Minor and under the Guardianship of Abraham Combest duly appointed by the Court) is the Owner of the One Eighth thereof. That Petitioner & Defendants have Each Share of said land Set off to them in Severalty and in Case the said land will not bear division then that the same may be Sold and the proceeds of the Sale divided and Petitioner She asks an Order of Partition & other proper relief

Robinson and Robinson Pltffs Attorneys

And thereupon the following Appearance of Defendants was filed in the Clerks Office of said Court and reads in the words following to wit

John Powell Guardian of Flora Annette Mills Plaintiff
vs
James Mills, Lewis Mills, Chambers Mills under the Guardianship of Abraham Combest

Court of Common Pleas
Union County Ohio

Petition for Partition

This day Came the above named James Mills, Lewis Mills and Abraham Combest Guardian of Chambers Mills and Enters their Appearance to the said Petition for Partition of forty acres described in said petition and waive process in this case In Witness Our Hands and Seals this 1st day of January 1868 James Mills Seal Lewis Mills Seal Abraham Combest Seal
Guardian of Chambers Mills

And afterwards on the 6th day of February A.D. 1868 the following Entry was made in the Journal of said Court and reads

Flora Annette Mills by her Guardian John Powell
vs
James Mills Et. Als.

Partition

This day came the Petitioner and

Entry

submitted this Cause to the Court and thereupon the Court do find that the Petitioner is Entitled to Partition as prayed for and that the Defendants are Tenants in Common with the Petitioner - It is therefore Considered and Ordered by the Court that Partition be made of said premises and an Order of Partition issue to the Sheriff of this County Commanding him that by the Oaths of Levi Keenan George Wilson and Samuel McAllister Commissioners Selected said Partition, setting off to the Petitioner the One Eighth of the premises in said Petition described and to Chambers Mills the One Eighth thereof and to Flora Mills the Other One Eighth thereof and to James Mills the Other Eighth thereof and to Lewis Mills the Other Eighth thereof and as per Petition proceedings prior to this Term of the Court

Therefupon the following Writ of Partition was issued by the Clerk of said Court which reads as follows to Wit

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of said County Greeting You Command you that by Virtue & delay by the Oaths of Levi Keenan George Wilson and Samuel McAllister You cause Partition to be made of the following described premises Situate in the County of Union and State of Ohio to Wit Part of Survey No 5503 Being the Lands devised to Sophia Mills by Chambers Dynes and bounded On the West by Lands of Mrs. Eaton, North by Land of George Cooter South by Josiah Westlakes Land and On the East by Land formerly owned by Hiram Chambers Dynes Comprising the following persons in the following Proportions, To the said Petitioner Flora A Mills One Eighth part, To Chambers Mills the One Eighth Part, To James Mills three Eighths part, To Lewis Mills One Eighth part - in pursuance of an Order lately made in Our Court of Common Pleas Within and for the said County of Union in a certain Petition for Partition Wherein the said Flora A. Mills is Petitioner and the said James Mills and Others are Respondents and that your proceedings in the premises you distinctly and truly indorse your name to Our said Court for which Witness my Name and the Seal of said Court of Common Pleas at the Court House in Marysville this 6th day of February A.D. 1868

L.S.

Taber Kendall Clerk

Sheriffs Return - As Commanded by the foregoing Writ of Partition I have Executed the Same by the Oaths of George Wilson, Levi Keenan and Samuel McAllister Partition to be made as will appear by the Report of the Commissioners hereto the Returned

Sheriffs Return

Sheriffs Costs, Fees $6.55 Given under my hand this 7th day of February A.D. 1868

J. B. Whidden Sheriff

Commissioners Report

Flora A Mills
Against
James Mills Et Als

Union County ss. Court of Common Pleas
In Partition

Com. Rep't.

According to the Commission of the Writ of Partition in this Cause issued, and On call of the Sheriff of said County We the undersigned Commissioners after being first duly Sworn have upon actual view of the premises We are of the Opinion that the said lands cannot be divided without manifest injury, and We do Estimate the Value of the Same at Forty Dollars per Acre. Given under our hands this 7 day of February A.D. 1868 George Wilson, Levi Keenan

Samuel McAllister } Commissioners

and Chancery Court on the 11th day of February A.D. 1868 the following Entry was made in the Journal of said Court which reads as follows to wit

Flora Annette Mills
by her Guardian &c
vs.
James Mills Et Als

Entry

Petition

This day came on this cause to be heard on the motion to Confirm a Report of Appraisement &c. And thereupon the Court being fully advised in the premises do find that said proceedings and Report of Appraisement in all respects regular and lawful and therefore do approve and Confirm the same, And thereupon Sam Mills and Lewis Mills Electing to take the land at the appraisement, And no one objecting that it is Considered and adjudged that said James Mills and Lewis Mills Stand Seized of said Lot by Devise of Land and that they pay to Madelia Flora Annette Mills, and Chambers Mills Each Their One Eighth of the Sum of Appraisement thereof after deducting from the first Payment their Share of the Costs of this Proceeding, and that the Costs of this proceeding including one Attorneys Fee of $3.75 to Robinson and Robinson be paid by said parties as follows viz: 3/8 by James Mills 3/8 by Lewis Mills 1/8 by Flora Annette Mills & 1/8 by Chambers Mills within Sixty days of payment for ten days that Execution issue Therefor, And the Sheriff is authorized to Make a deed to said James and Lewis Mills of Their Interest

Attest Taken Randall Clerk

X

M Madelia Bro & Co
vs
Robert Sharp and W H Worthum

Petition

The Plaintiffs Say they are a firm doing a Bank of Common Pleas Exchange and Discount business in Maysville Mason County in the State of Ohio and for the County of Union in the State of Ohio On the 7th day of Feby 1865 Heretofore On the 4th day of January A.D. 1868 the following Petition was filed in the Clerks of said Court which reads in the words following to wit

Court of Common Pleas
Union County Ohio

M Madelia Bro & Co Plaintiffs
against
Robert Sharp and
W H Worthum Defendants

Petition

The Plaintiffs say they are a firm doing business in Cincinnati Ohio in the firm name of Madelia Bro & Co, and that is also there Business to transact from the Defendants on their promissory Note a copy of which is here to attached the Sum of One Hundred and Twenty Nine dollars with interest from the 5th of December 1866 As follows (Copy of Note & 129.00)

Cincinnati O. Dec 4th 1866.

One day after date We the Subscribers of Maysville County of Mason & State of Ohio promise to pay to the Order of Madelia Bro & Co, One hundred and Twenty Nine Dollars Value Received with interest at ten per cent after maturity

Sharp & Worthum

Therefore Plaintiffs ask for Judgment against the Defendants for said Sum of Money viz: One Hundred & Twenty Nine Dollars, with interest from Dec 5th 1866

Robinson & Robinson Attys for Plff

The State of Ohio Union County ss P. P. Robinson One of the Attys of the Plaintiffs being duly Sworn do depose & say the Plaintiffs are not residents of said County of Union and are Absent therefrom and that this action is for money

Only On _ On the Instrument in My Petition and that I believe the several allegations of the foregoing Petition true Sworn to before me & Signed in My presence this 3 of Dec. 1868
Jason Marshall Clerk

On same proof & Entry On appearance in this case Dec 5 1867
H. H. Woodbury, Robert Shanks

Ord Leave to Pet On the 7th day of February 1868 the following Entry was made in the Journal of said Court which reads in the words and figures following
Madden Bro & Co

Vs

Robt Shanks & H. H. Woodbury } This day came the Parties and Submitted this Cause to the Court, Trial by Jury Waived the Court being fully advised in the premises do find the Petition and Answer to be true and that is still a balance due and unpaid on said Note the Sum of Ninety Eight & 75/100 Dollars after deducting the two Payments of $25, and $15,00 mentioned in the Defendants Answer, It is therefore Considered and adjudged that the Plaintiffs recover of the Defendants said Sum of Ninety Eight and 75/100 Dollars, together with Costs herein Expended the set to $

Attest Jason Marshall Clerk

Thomas B. Finley

Vs

Hyles Sabine, Anna M. Sabine his wife and William Gabriel

Pleas before Hon Wm H. Gunckle Judge at a Court of Common Pleas begun and held at the Court House in Mayesville within and for the County of Union in the State of Ohio on the 3rd day of Feby, 1868

Ord Leave to Pet On the 4th Day of February A.D. 1868 the following Petition was filed with the Clerk by said Court which reads in the words and figures following to Wit

Civil action in the Court of Common Pleas of Union County Ohio

Thomas B. Finley Plaintiff
Against
Hyles Sabine & Anna M. Sabine his wife and H. H. Gabriel Defendants

Petition

Petition

The said Plaintiff Thomas B. Finley Says that on the 15th day of October A.D. 1865 the Defendant Hyles Sabine Made and delivered to said Plaintiff his Promissory Note of that date and thereby promised to Pay to the Plaintiff Or Order the Sum of One thousand Dollars On the first day of October A.D. 1866 With interest Annually for value received, Which Note has Elapsed - yet neither said Sum nor any part thereof nor any interest has been paid to Copy of said Note is annexed to and made part of this Petition marked "A" The said Plaintiff also says that on the 15th day of October 1865 said Defendant Hyles Sabine Made and delivered to said Plaintiff his promissory Note of that date and thereby promised to Pay to said Plaintiff Or Order One Thousand Dollars on the first day of October A.D. 1868 With interest Annually for value received Which said Note has Elapsed, yet neither said Sum nor interest nor any part of said Sum or interest has been paid A Copy of said Note is annexed to and made part of this Petition marked "B"

Thirdly. The said Defendant Hoyles Sabine On the 15th day of October A.D. 1865 Made and delivered to said Plaintiff His two Other promissory Note of that date And thereby promised by Each One of them to Pay said Plaintiff or Order One Thousand Dollars with interest Annually Payable One Note On the first day of October A.D 1866 and One Note On the first day of October 1867 Till the the Principal Sum of Said Notes Nor any Part of Either of them for the interest Nor any Part of the interest of Either of Said Notes has been Paid The interest due on Said Notes to October 15th 1867 from Said Hoyles Sabine to Plaintiff is as follows

On the Note Payable October 15th 1868, The interest due October 15th 1866 is $60,00 The interest on Same due October 15 1867 is $60,00 On the Note payable October 15th 1869, The interest due October 15th 1866 is $60,00 The interest on Same due October 15th 1867 is $60,00 Said Several Sums of interest are due from Defendant Hoyles Sabine to Plaintiff With interest On Each from the Date When due, That is to Say, On Sixty Dollars from October 15th 1866, On Sixty Dollars from October 15 1867, On Sixty Dollars from October 15th 1866, On Sixty Dollars from October 15th 1867 No part of Said Sums or any of them have been Paid Nor have said Sums been Paid

Fourth. The Defendants Hoyles Sabine and Anna M. Sabine his wife on the 15th day of October A.D. 1865 to Secure the Payment of all said Note and all said interest Executed and delivered to said Plaintiff their Mortgage Deed and thereby Conveyed to the Plaintiff His Heirs and Assigns the following Land and Tenements Partly in Union County and Partly in Hardin County Ohio, but Chiefly in Union County To Wit, Part of Military Survey Number 1374 & 1360 Beginning at Two Beeches and a Sugar tree Corner of Survey No. 1374 Thence North 10½ degrees West 27 Poles On the West line of Survey No. 1374 Passing Rush Creek at 10 Poles, the County line at 10½ Poles to a Stake in the line of said Survey the South East Corner of a Tract of 350 acres of Henry Mackie, Thence On the said South line North 79½ Degrees East 272 Poles to a Stake the South East Corner in the West line of another Tract of this of 350 acres, Thence On the said line South 10½ Degrees East 102 Poles to a Corner of this last Tract of Land, Thence South 35 Degrees West 172 Poles to a Buck and Sugar tree Corner of this Tract and a Corner of said Survey No 1374, Thence On the line thereof South 55½ Degrees West 80 Poles to three Beeches on the Corner of said Survey, Thence On the same line thereof — 53½ Degrees West 176 Poles to the Beginning, Containing three Hundred and Seventy Acres of Land all in and Union and Hardin Counties and the same Land formerly Owned by Plaintiff The Condition Contained in said Mortgage Deed Was in Substance That if the said Hoyles Sabine Should Pay said Several Sums of Money & Note With the interest to said Thomas B. Finley Or His Assigns Within the Same Should respectively become due With the interest Thereon said Mortgage to be Void Otherwise to be and remain in Full force, Said Mortgage at the date of its Execution Was duly Stamped with the Proper Revenue Stamps Required By Law, and On the said Stamps denoting Four Dollars then duly Cancelled as required By Law, Said Mortgage Was duly Recorded by the County Recorder of Union County Ohio on the 24th day of November 1865 & was by him Received and on November 21st 1865, and said Mortgage Was Received for Record by the County Recorder of Hardin County Ohio December 4th 1867 and duly Recorded December 5th 1867 and said Mortgage has been duly recorded as aforesaid in the Proper Records Offices aforesaid of said Counties

Petition

Entry

Summons

Precipe

The said deed may be come absolute, said Lands an Entire and cannot be divided and Sold in Parcels Without manifest injury, The Plaintiff says that William Gaskill of Union County Ohio claims some Mortgage or Mortgages or Mortgage or interest in said Lands the particulars of which the Plaintiff does not know, but Plaintiff says it is Subsequent and Subordinate to Plaintiffs Mortgage Lien -

All said Notes Sums and interest remain due and owing from Dyland and Hyles Sabins to Plaintiff as hereinabove Stated, The Plaintiff asks that he may have judgment for the several Sums of money due him as herein shown, that said Mortgage may be foreclosed, the said premises Sold pursuant to Statute, and the proceeds applied to the payment of said Sums due and to become due Plaintiff and that Executions may be awarded for the same and that proper Orders and Judgments may be made for the payment of Municipal taxes on said lands and taxes to accrue pending proceedings herein, Wm Lawrence Atty for Plaintiff

The following are Copies of Notes referred to in the foregoing petition

$1000 - On the first day of October 1866 I promise to pay Thomas B. Finley or Order the Sum of One thousand Dollars with interest payable annually for Value Received, This Note is Secured by Mortgage on lands in Hardin & Union Counties Ohio - On which Mortgage the proper revenue Stamps required by law is affixed and cancelled for said Mortgage and this Note October 13th 1865

Hyles Sabins

$1000 - On the first day of October 1867 I promise to pay Thomas B. Finley or Order the Sum of One thousand Dollars with interest payable annually for Value Received, This Note is Secured by Mortgage on lands in Hardin and Union Counties Ohio. On which Mortgage the proper revenue Stamps is required by law is affixed and cancelled for said Mortgage and this Note

October 13th 1865

Hyles Sabins

State of Ohio Logan County SS The above named Thomas B Finley being Sworn Says that he believes the facts Stated and allegations in his foregoing petition to be true

T. B. Finley

Sworn to before me and Subscribed in my presence this 31st day of Dec 1867

Ed Convestine Notary Public

Clerk Com. Pleas Union County Issue Summons for Defendants

There is by the following writ of Summons to be issued by the Clerk of said Court which reads in the words and figures following to wit

The State of Ohio Union County SS, To the Sheriff of Union County

You are Commanded to notify Hyles Sabins Emma Sabins his wife and William Gabriel that they have been Sued by Thomas B Finley in the Court of Common Pleas of Union County and that unless they answer by the 1st day of February A.D. 1868 the petition of the said Plaintiff against them filed in the Clerks Office of said Court in said petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 13th day of January A.D. 1868, Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 13th day of January A.D. 1868

Taber Randall Clerk C.P.

At Journal to Wit On the 7th day of February 1868 the following Entry was made in the Journal of said Court which reads in the words and figures following

Thomas B Finley

vs

Court of Common Pleas

Union County

Hyles Sabins Emma Sabins his wife & Wm Gabriel Defendants

Ohio

Entry

And now comes the said Thomas B Finley and the said Hayley Sabine Still failing to demur or answer to the said petition, It is Considered that the said Plaintiff Ought to recover the Lien upon and Sum by reason of the premises, and the Court on the Consent of the Plaintiff Says that there is due from the said defendant to the said Plaintiff on the note in the said petition set forth the Sum of $ 2595. It is therefore Considered by the said Court that the said Plaintiff recover of the said defendant the said Sum of $ 2595 - the Sum of Seven & Cents in addition to the Costs herein to $ And it is further Ordered and Decreed that in default of said defendant paying the said Sum of $ 2595 - and the Costs of this suit for ten days from the date of this term of the Court to pay to the said Plaintiff the said Sum of $ 2595 - It is Ordered and Decreed that in case of said default of the Sheriff of said County Commanding him to cause the said lands and tenements in said petition described to be appraised advertised and sold according to law and apply the proceeds of said sale in satisfaction of said judgment and decree as aforesaid and the remainder after paying the said judgment as aforesaid be brought into Court subject to the further Order of this Court - -

Attest Taber Randall Clerk -

John Meyer
vs.
James Megahy

Pleas before his Honor J. S. Conklin Presiding Judge of a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 8th day of November A.D. 1867

Heretofore On the 31st day of July 1867 the following petition was filed with the Clerk of said Court to wit

John Meyer Plaintiff
vs.
James Megahy Defendant

Court of Common Pleas
Union County Ohio

Petition in Detinue

Petition

The said John Meyer Plaintiff says that he is the owner of the following described Chattels to wit One bay horse, and One gray horse - One two horse wagon - One red and white cow and One red Heifer and Plaintiff says he is entitled to the immediate possession of the same, and that said Defendant James Megahy wrongfully and unjustly detains in his possession the said Chattels and from the said Plaintiff, and the said Plaintiff further says that the said defendant James Megahy did so wrongfully detain the possession of said Chattels for the space of (30) thirty days next before the Commencement of this action and wholly deprived the said Plaintiff of all use and benefit thereof during all of said time to the damage of the said Plaintiff ($60.00) Sixty dollars - Wherefore the said Plaintiff prays an Order against the said Defendant - that he may be ordered to deliver to the said Plaintiff the said Chattels and also a Judgment against the said Defendant for the Sum of ($60.00) Sixty Dollars his damages so taken by reason of such unlawful detention as aforesaid Porter & Sterling Attys for Plaintiff -

State of Ohio Union County ss. John Meyer being Sworn says that he is the Plaintiff in the above action, and he states that he believes the facts set forth in the several allegations of the foregoing petition to be true John Meyer

Sworn to before me by John Meyer and signed by him in my presence this 31st day of July 1867

Taber Randall Clerk

John Meyer Plaintiff
vs
James Mergahy Defendant
} In the Clerks

Court of Common Pleas
Union County

Precipe

You will please an Order of Replevin in the above Suit for the following Chattels, One Bay Horse, One Gray Horse, One Red Horse Wagon, One Red & White Cow, and One Bright Red Heifer, Also a Summons to defendant returnable according to law and Endorse Amount of damages claimed ($60.00)

Porter & Sterling Attys for Plaintiff

and also on said day the following Affidavit was filed in the Clerks Office of said Court which reads to wit

State of Ohio Union County
John Meyer Plaintiff
Against
James Mergahy Defendant
} Affidavit

Affidavit

John Meyer being sworn deposes & says that he is the Owner of the following described personal property to wit, One Bay Heifer, One Gray Horse, One Red Horse Wagon, One Red and White Cow, and One Red Heifer — That the Plaintiff is the Owner thereof and is entitled to the immediate possession of said property, and that said property is wrongfully detained by the said James Mergahy, and Affiant further makes Oath that said property was not taken in Execution or any Order or Judgment against this Deponent or for the Payment of any tax fine or Amercement against him or by Virtue of any Order of Delivery issued in Replevin or any other mesne or final process issued against this Deponent

John Meyer

Sworn to by John Meyer before me and Signed by him in my presence this 31st day of July 1867 Fabyan Randall Clerk

and thereupon the following Writ of Summons was issued to wit

Summons

The State of Ohio Union County ss. To the Sheriff of Union County
You are Commanded to notify James Mergahy that he has been Sued by John Meyer in the Court of Common Pleas of Union County and that unless he answer by the 31st day of August A.D. 1867 the Petition of the said Plaintiff as against him filed in the Clerks Office of said Court, Such Petition will be taken as true and Judgment rendered accordingly, You will make due return of this Summons On the 15th day of August A.D. 1868
Witness Fabyan Randall Clerk of said Court and the Seal thereof at Marysville this 31st day of July A.D. 1867 Fabyan Randall Clerk

And said Summons was duly Endorsed as follows

Sheffs Return

Received this writ July 31st 1867 and Served by delivering a Certified Copy of this writ to the within named Defendant On the 1st day of August 1867. Fees $1.40 Mileage 150 Copy & Return 12 = $2.27 B. F. Shelby Sheriff By Thomas Martin Deputy

The following Order of Delivery was also issued by said Clerk to wit

The State of Ohio Union County
John Meyer Plff
vs
James Mergahy Defft
} Court of Common Pleas
To the Sheriff of Union County

Order of Delivery

You are Commanded to take the following chattels to wit One Bay Horse, One Gray Horse, One Red Horse Wagon

One Red and White Cow and One Bright Red Heifer from the Possession of the said Defendant and Henry Megahy and the Same deliver to the Plaintiff John Meyer upon his giving the Undertaking required by Law, You will make Caption of this Order On the 17th day of August A.D. 1867, Witness my hand and Seal of said Court at Marysville this 31st day of July A.D. 1867

Tobias K. Conrad Clerk

(L.S.)

And this Writ was returned duly Endorsed to-wit

Received this Writ July 31st 1867, By Virtue of this Writ of Replevin on the 1st day of August 1867 One Bay Horse, One Gray Horse, One two horse Wagon, part of the Chattels in this mentioned, being all of the said Chattels which are found in my County and have delivered the Same Over to the Plaintiff John Meyer he having Given bond and Security according to law and the John Meyer & John A. Hamilton as Securities, I have also Caused the said Chattels to be Appraised According to law, See Bond and Appraisment hereto Attached

Fees $4.77 D. B. Shelpley Shff, By Thomas Martin Dpty

Appraisment, We the undersigned two disinterested Freeholders of the County of Union having been first duly Sworn By the Sheriff of said County to Appraise the Value of the Chattels herein after Set forth being the Same Seized by Virtue of a Writ of Replevin from the Court of Common Pleas of said County at the Suit of John Meyer against James Megahy do Appraise the Value thereof as follows One Bay Horse Valued at $75.00 One Gray Horse Valued at $45.00, One two Horse Wagon Valued at $75.00 $195

Henry H. Patton & W. Abrams

State of Ohio, Union County SS, I do hereby certify that Henry H. Patton and Wesley Abrams being two disinterested persons and Freeholders of the County of Union were Duly Summoned and Sworn By me to make Appraisment of the Chattels in the above Appraisment Set forth August 1st 1867 D. B. Shelpley Sheriff

By Martin D. Deputy

And also the following Bond was taken by said Sheriff in his Peace in the following words to Wit

John Meyer Plaintiff
vs
James Megahy Defendant

Court of Common Pleas
Union County Ohio

We Bind Ourselves to the Defendant James Megahy in the Sum of Three Hundred and ninety Dollars that the Plaintiff John Meyer Shall duly prosecute this action & return the property Replevied in the above Cause to the Defendant if return thereof be adjudged and pay all Costs which may be adjudged against him

John Meyer John A. Hamilton William Eichler

August 1st 1867 Attest D. B. Shelpley Shff By Thomas Martin Dpty

Afterwards On the 7th day of November 1867 the following Entry was made in the Journal of said Court to Wit

John Meyer
vs
James Megahy

This day came the Parties by their Attorneys and on motion leave is given to withdraw Answer, Reply, and Demurrer and to Answer and Reply Anew and thereupon the following Answer was filed which is read in these words and figures as follows to Wit

John Meyer Plff
vs
James Megahy Defts

Court of Common Pleas
Union County Ohio

Answer

The said Defendant for answer to said petition says the several allegations of said Plaintiffs petition are untrue And Denies by said Defendant
Second The said Defendant for a further defense to said petition says
That the said Plaintiff brought a civil action against said Defendant before
Jos Hill a Justice of the Peace of Clarksfield Township Huron County Ohio
for the recovery of the said property described in said Plaintiffs Petition which
action by the Verdict of a Jury and the Judgment of said Justice of the Peace on
the 31st day of July A.D. 1867 was decided against said Plaintiff & judgment
rendered for said Defendant in favor of said Defendant, Which Judgment remains
in full force and Effect in law, And that on said Plaintiff hath no right
by reason of said former Judgment and recovery to his cause of Action to prosecute
this said civil Action for said property, Wherefore the Defendant asks
Judgment for damages for the unlawful detention of said Property
Robinson and Hodgson Attys for Defts
The State of Ohio Huron County ss Before me a Notary being duly sworn as
deposeth says the several allegations of the above Answer are true
Almon McGaky
Sworn to before me and signed in my presence by Almon McGaky Defts
this 29th day of Aug. 1867 Saben Randall Clerk
And thereupon the Defendant moving to strike the Plaintiffs Reply on file in the Clerks office of said Court which
Reply is as follows
John Meyer Plaintiff } In Court of Common Pleas
vs Huron County Ohio
Almon McGaky Defendant } Reply
Reply &c. Plaintiff for Reply to Defendants Answer and Says That said
Action brought before said Justice for the recovery of said property was an action
of Replevin and That the aggregate Value of said property in said Action Et-
cetera One Hundred Dollars & said property was appraised at $180 - And the
Justice had no Jurisdiction in the Case after said appraisement, Said Justice
refused On Plaintiffs Motion to Certify the Case to the Court of Common Pleas
Plaintiff desiring Him so to Certify - That Almon McGaky the Defendant aga-
inst the consent of Plaintiff and Contrary to law demanded and obtained
said Jury to try the right to said property, Which said Verdict & Judg-
ment - Reply to Defs, Plaintiff denies that any Judgment of Any Kind was
rendered by said Justice in said Action, Porter & Sterling Attys for Plaintiff
The State of Ohio Huron County ss The Plaintiff John Meyer being Sworn Says
the Believes the Facts Stated in the foregoing Reply to be true, John Meyer.
Sworn to by John Meyer before me and Signed by him in my presence this 2nd
day of October 1867 Saben Randall Clerk
Afterwards On the 8th day of November 1867 the following Entry was made in
the Journal of said Court which reads in the following words
Entry John Meyer } This day came the Parties and Submitted this Cause
vs to the Court upon the Demurrer to the 1st Defense made
Almon McGaky } in Plaintiffs Reply, And thereupon the Court Overrule
said Demurrer to which Defendant Excepted, And afterwards on the
Entry said 8th day of November 1867 the following Entry was made in the Journal
of said Court which reads in the words and figures to wit
John Meyer vs Almon McGaky } Replevin, This day came the Parties

by their attorneys and thereupon came a Jury to, viz, Danl[y] Barton A.D. Whitney Robert Woodgate, Lewis Perkins, Benach Wilkins, Edward Thomas, Christopher Houston, D.A. Powell, Loonidas Turner, D. Babcock, Alexander Park and Levi Longbrake, who being Empannelled and Sworn the truth to Speak upon the issue joined between the Parties upon their Oaths do say that the right of property and the right to the Possession of the following Goods & Chattels to wit, One Bay Horse, One Gray Horse, and One two horse Wagon, demanded in this action was at the Commencement thereof in the Plaintiff. and the Jury do assess the damages of the said Plaintiff by reason of the premises to fourteen & 2/100 Dollars. We therefore Consider and Adjudge that Plaintiff recover of the Defendant the said sum of fourteen & 2/100 Dollars his damages in form aforesaid assessed and also his Costs in this behalf Expended taxed at $ And thereupon the Defendant moved the Court to grant a new Trial for reasons on file and thereupon the Court Overruled said Motion to which ruling the Defendant Excepts and asked that his Bill of Exceptions be Signed & Sealed according to law, Which is accordingly done, And thereupon on the 9th day of November 1867 the following Motion was filed with the Clerk of said Court

John Meyer } Replevin
vs
James McGahey } The Defendant moves the Court to grant a new trial in this cause for the following reasons

First The Verdict of the Jury is against the weight of Evidence

Second The Court Erred in charging the Jury that the Judgment and proceedings before P.C. Scelle was Void

Third The Court Erred in charging the Jury that if they found the value of the property taken in the action in Replevin before the Justice of the Peace was more than $100 & the said Justice of the Peace had no Jurisdiction of the action and his Judgment pendente thereon was Void and the action could be sustained as if no former action in Replevin had been brought

4th The Court Erred in charging the Jury that no demand was necessary under the Chattel Mortgage in order to Enable the Plaintiff to recover in this action

5th. The Court Erred in admitting the Chattel Mortgage as Evidence against the objection of the Defendant, Robinson & Robinson Attys for Defdt

Bill of Exceptions filed and Ordered to be made of the Record

John Meyer } Court of Common Pleas
vs Union County Ohio
James McGahey } Replevin — Bill of Exceptions

Be it Remembered That on the trial of this cause at the October Term of said Court of Common Pleas A.D. 1867, the said John Meyer gave in Evidence to maintain the issue on his part the Chattel Mortgage of the Defendant to Plaintiff a copy of which is here to attached marked "A" to which the Defendant at the time objected on the ground that no affidavit had been Endorsed thereon, as required by the Act of the General Assembly of the State of Ohio, dated 11th 1863, which objection the Court Overruled and admitted the same as a valid Chattel Mortgage to which Defendant Excepted — Plaintiff then introduced Evidence to prove the Mortgage was not paid but had become absolute, the Plaintiff then introduced Evidence to prove the value

of the two Heifers or Cows described in the said Chattel Mortgage and not replevied in this action for the Purpose of procuring Judgment for the value thereof which Defendant objected and the Court Overruled the objection and admitted the Evidence to which Defendant Excepted, The Plaintiff introduced Evidence tending to prove the value of the Property Replevied in this action to be of a greater value than One Hundred Dollars and rested without further Evidence

The Defendant then introduced Evidence proving the Property Replevied in this action is the same as that taken in the action before Mr Smith Justice of the Peace as shown in the Transcript of said proceedings a copy of which is hereto annexed and Prays Part thereof, And offered the said transcript to prove averments of his Answer And Offered Evidence tending to prove this same property was delivered to him On the Order of Justice Smith by Wm Mackey Constable in Pursuance of the Order of Mr Smith Justice of the Peace which Evidence Plaintiff objected to, The Defendant asked the Court to charge the Jury that before the Plaintiff could recover on the said Chattel Mortgage he must show and the Jury find that if no demand was made (there being Some Evidence of Demand) On Plaintiff Could not recover which charge the Court refused to give, but charged that the failure to make such demand would affect the Costs which Should be for the Court after the writ of Said Plaintiff would have a right to recover On the demand of possession of the property to which ruling of the Court the defendant Excepted, The Defendant asked the Court to charge the Jury that if they find the property replevied in this action between them and Parties before said Justice of the Peace as shown by said Transcript & that the goods and Chattels Said Replevined to Defendant On the Order as shown & Sworn to then the Plaintiff Could not recover in this action, which the Court refused to give but charged instead thereof that if the Jury found this to be the same property & therein Described by Plaintiff And that said property was in those proceedings before said Justice of the Peace Valued by the appraisers at more than One Hundred Dollars and was in fact of greater Value than One Hundred Dollars, And it was admitted by Defendant that the same was appraised at more than $100. then the said proceedings and Order of the Jury & said Justice of the Peace were wholly Void and without jurisdiction of said Justice of the Peace, and would not be a Cause of Defence to this action To which Ruling and charge the Defendant Excepted

And thereupon the said Jury gave their Verdict against the said James Megahy and for said John Moyer, upon the issues aforesaid, said Court also charged the Jury that if the property delivered to Plaintiff was sufficient to pay the amount secured by the Mortgage aforesaid the Plaintiff Could not recover for Heifers or Cow, and Could not recover more property or the value thereof than the amount due on said Mortgage to which Defendant Excepted, Whereupon the Counsel of the said James Megahy moved the said Court for a New trial upon the issues aforesaid, by reason of the Supposed Misdirection of the said Court so given as aforesaid to the said Jury, And by reason of the said Verdict being against the law of the case, but the said Court Overruled the said Motion and gave Judgment upon the said Verdict of the said Jury against the said James Megahy, Whereupon the Counsel of the said James Megahy made their Exceptions to the said

Opinion of the Court in Chattel Mortgage Case Prayer that the said Court may sign & seal this Bill of Exceptions which is accordingly done

Nov 9th 1867 D. S. Conklin Judge (Seal)

The following is a Copy of the Chattel Mortgage referred to in the above Bill of Exceptions to-wit - In Consideration of the Sum of two Hundred and Twenty Eight Dollars One fifty Cent in Hand paid by John Meyer of Almira County Ohio I James Mc Gahy have bargained and sold and do hereby Sell and Convey to said John Meyer the Goods and Chattels mentioned in the Schedule hereto annexed Schedule - One Bay Horse Nine years Old, One Gray Horse Seven years old Blemished on one Hind leg, One Two Horse Wagon, One Three year old Steer & White Spotted Cow, One Two year old Brindle Heifer, Four feet Always Good Clear Property and On this Condition That Whereas the said John Meyer On the first day of January 1867 became & the Payment of Two Hundred and Twenty Eight Dollars One fifty Cent to William Woods for said James Mc Gahy — Now if the said Mc Gahy Shall faithfully Pay to said John Meyer the said Amount of Two Hundred and Twenty Eight Dollars One fifty Cent by the first day of July A.D. 1867 With interest from the first day of January 1867 So that said Meyer may not Suffer any loss from having executed said Deed for said Mc Gahy then this Covenant to be Void otherwise to be and remain in full force The said Mc Gahy is to retain Possession of said property until the first of July A.D. 1867 and on Default of Payment of said Money Shall pay the said property to said John Meyer, In Witness Whereof I have hereto set my hand and seal this 31 day of January A.D. 1867

In Presence of Henry Bark James Mc Gahy Seal
John Meyer Jr

Fifty cts Copy of Transcript Mentioned in said Bill of Exceptions Which is ready to follow to-wit

John Meyer
vs
James Mc Gahy

Rice Re And afterwards filed and Writ of Replevin issued and Handed to Wm Parks Constable for the following property to-wit One Bay Horse Nine years Old, One Gray Horse 7 year Blemished on Hind leg, One Two Horse Wagon, One Three year old Steer & White Spotted Cow, One two year old Brindle Heifer

P. P. Fees	$6.00	The afore said Writ was Executed by the Summoning Parties
Const Fees	$10.95	accompanied the Writ July 27th 1867 at 10 O'clock
Copies "	" 2.00	A. M. July the 27th 10 O'clock A. M. Writ Returned Executed
Sums "	" 3.00	July 23 1867 Replevied the Goods and Chattels in this
Witness "	" 4.00	Declaration and Caused the Same to be Appraised as per Schedule Fees & Mileage

The 27th Day of January John Meyer Gave a Replevin Bond according to Law with John Sufficient Security Approved by Return, Also Summons the Defendant to Appear at the Return and Appraising Day of this Writ in pursuance of the Command thereof, The Cattle named in the Within Writ Not found in my Jurisdiction Fees Same 40 cts Mileage $1.15 Summoning and Swearing Appraisers $1.00 Taking Replevin Bond 50 cts Appraisers Fees $2.00 July the 27th 1867, 10 O'clock A. M. Appraisers Sworn for the following Persons to Serve as Same, Solomon Walter Samuel Means, Lemuel E. Baker John Shisler All of Which Appraisers Appointed for the following Constables Wm Myers, Hiram Tracy, John Botkin Jun'r, Donald McClelland, Wm Woods John Martin, Peter Lawyer, Lyman Rob't Wm Reigle, Return and Endorsed Served by reading to the within

Command Person July 27th 1867 Fees of Service $1,00 Mileage 50 cts Wm Sparks Constable – Subpoena returned Endorsed Service by reading to 7 of the Witnesses Within Named July 27th 1867 Fees of Service 85 cts Mileage 80 cts July the 31st 1867 Trial Adjourned until the 31st day of July 1867 by Consent of parties by the Jury Discharged, July 31st 1867, Parties appeared and the Plaintiff failed to prosecute his suit The Trial progressed, Thereupon the Defendant demanded a Jury, Issued a Venire and delivered the same to Wm Sparks Constable for the following persons to Serve as Jurors, Solomon Walker, J.M. Woods A.T. McArdle, H.C. Hamilton, E.H. Coats, R.D. Jones, Within returned Endorsed Served by reading to the Within Named Persons July 31st 1867, Fees Service $1,00, Mileage 40cts Wm Sparks Constable, Subpoena Issued for the following Witnesses Viz Wm H. Woods, John Woods, E.C. Woods John Graham, Subpoena returned Endorsed Served by reading to the Within Witness, Fee demanded by John Woods Wm Woods and paid by Plaintiff, Fees Service 50 cts, Mileage 40cts July 31st 1867 Wm Sparks Constable, July 31st 1867 10 a.m. Jury impannelled & Sworn Evidence Sworn and Examined, Whereupon the Jury found the following Verdict "We the Jury find that the right of property and possession of said Goods & Chattels Was at the Commencement of this Suit Was in the Defendant July the 31st 1867, Henry T. Marriott Foreman, Whereupon Issued an Order to Wm Sparks Constable for the return of said property and Cost of Suit to be paid by the plaintiff Taxed at Twenty Three Dollars J.C. Sidle J.P.

I Hereby Certify the Within to be a true Copy as taken from my Docket August the 2nd 1867 J.C. Sidle J.P. It is and Was at the Trial duly Attested by Defendant An Affidavit Was Read in the Case before J.C. Sidle at 8 80 o'c

P.D. Robinson Atty of Defdt

Attest Taber Randall Clerk

James Fallington & William Howard vs Lysander Galladay and Others

Pleas before the Hon J.S. Conklin Presiding Judge at a Court of Common Pleas begun and Held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 6th day of November A.D. 1867

Petition

Heretofore On the 4th day of September A.D. 1867 the following Petition was filed with the Clerk of said Court which reads in the words & figures following to Wit

Court of Common Pleas in & for the County of Union Ohio

James Fallington & William Howard Plaintiffs vs Lysander Galladay & D.H. Robinson & John Black & D. Perkins Defendants, Petition

The Plaintiffs Say

First That On the 4th day of December 1866 the Defendant Lysander Galladay Commenced in the Court of Common Pleas of Union County Ohio an action against the Plaintiffs James Fallington to recover Possession of the following personal Property to Wit, One Black Mare about five years Old, 2d At the Commencement of said action On the 4th day of December 1866 the said Lysander Galladay Made application to the Clerk of said Court for an Order for the immediate delivery of said

personal property to Plain- and then file in the Office of said Clerk the necessary affid- avit therefor- And the Clerk of said Court did then issue an Order directed to the Sheriff of said County, commanding him to take said personal property to wit One Black Jack Ox from the possession of the said Almira Pullington and deliv- ver the Same to the said Lysander Galloday upon his giving the Undertaking required by Law, Which Order was then delivered to the said Sheriff, & he pleg 3d. Said Order of Delivery together with an Inventory of said Sheriff, was filed in the Office of the Clerk of said Court On the 5th day of December 1866, Endorsed as follows "The State of Ohio Union County ss. December 5th 1866, By Virtue of this Writ have this Day Replevied the Within Named Goods and Chattels, and have de- livered the Same Over to the Plaintiff Lysander Galloday he Having Given Bond and Security according to law, With Wm. H. Robinson & John Bloss & D Perkins as Securities" And have also caused the said Goods and Chattels to be Appraised according to Law," See Bond and Appraisement filed herein, 4th Plaintiffs Further Say, That said Sheriff did On the 5th day of December 1866 and before delivering said personal property to the said Lysander Galloday re- ceive from the said Lysander Galloday an Undertaking according to Law, Exe- cuted by the said Lysander Galloday On the 5th day of December 1866 W. H. Robinson John Bloss and D Perkins the Above Defendants herein as his Sureties which Undertaking and Securities were then approved by the said Sheriff- Causes the said Undertaking to be filed in the Clerks Office of said Court, according to law- of which un- dertaking the following is a true Copy, "Know all Men by these presents That we Lysander Galloday W. H. Robinson, John B. Bloss and D Perkins are held and Firmly bound unto Almira Pullington in the Penal Sum of $3000.00 to the Payment of which well and truly to be made We do hereby jointly and Severally bind Ourselves Our Heirs Ex- ecutors and Administrators, Sealed with Our Seals and dated this 5th day of De- cember A.D. 1866, The Condition of the above Obligation is such that Whereas the said Lysander Galloday On the 4th day of December A.D. 1866, Sued Out of the Court of Common Pleas in and for the County of Union a Writ of Replevin against the said Almira Pullington for Goods and Chattels to wit, "One Black Ox" and which said Writ is returnable On the 17th day of December A.D. 1866 Now if the said Lysander Galloday Shall Prosecute his said Suit to Effect and pay all Cost and Damages which Shall be awarded against him then this Obligation shall be Void Otherwise in full force"

(Signed) Lysander Galloday Seal
W. H. Robinson Seal
John B. Bloss Seal
D Perkins Seal

Signed and Sealed in presence of
Almira B. Gaskill
R. B. Henderson, David Pope

5th That afterwards to wit On the 29th day of December 1866 the said Almira Pullington filed his Answer to said Petition in the said Court of Common Pleas de- nying all the allegations of the Petition of said Lysander Galloday against him. Said, And alleging that the right of possession, and the right of property in said Black Jack Ox was in the said Almira Pullington and William Howard at the Commencement of said action, and a long time prior thereto

6th That afterwards to wit On the 22 day of February A.D. 1867 it was Ordered by the Court of Common Pleas of Union Co. Ohio, That William Howard be made a Party Defendant in said action of Lysander Galloday against Almira Pullington, and Upon the said William Howard appearing in Court and filed his Answer in said action, denying all the allegations of the petition

of Lysander Golladay and alleging that the right of possession and the right of property in said Black Rock as Way in Pine Hill and Henry Fullington at the Commencement of said Action 7th That of Lawards to Wit On the said 22 day of February 1867 Such proceedings were had in said action in the Court of Common Pleas of Union Co, Ohio, That the Plaintiffs Henry Fullington and William Howard recovered Judgment therein against the said Lysander Golladay, Plaintiff therein for the Sum of One Thousand Eight Hundred and Twenty One & 60/100 Dollars ($1821.60) their damages as assessed by the Jury, And also for the Sum of Fifty Eight & 38/100 Dollars ($58.38) the Costs in that action — Which Judgment is now and Ever since the 22d day of February 1867, has been in full force, and no part thereof has been paid by the said Lysander Golladay, Or by his said Sureties or by any one else for them or either of them, 8th That said Lysander Golladay is and at the Commencement of said action in Plaintiffs May a resident of the County of Montgomery in the State of Ohio and that On the 26th day of March 1867, the Plaintiffs caused an Execution to be issued Out of the Office of the Clerk of the Court of Common Pleas of Union Co, Ohio, for the Amount due on said Judgment and Costs, directed to the Sheriff of said County of Montgomery — Which Execution was duly returned to said Clerks Office by said Sheriff On the 30th day of April 1867, and filed by the Clerk of said Court Endorsed by the said Sheriff as follows, April 26th 1867 Returned "No Goods or chattels lands or tenements found On which to levy"

(Signed) O.G. Dorrieen By F.M. Bentley D Sheriff" — —

The Costs made by the issuing and return of Execution Were $ 9.40

9th The Plaintiffs further say that said Golladay has not any Goods and Chattels lands or tenements in the County of Union nor has he had any since the rendition of said Judgment against him

10th Plaintiffs further say that the Condition of said undertaking is now broken and has been ever since the said 22d day of February 1867, by reason of the failure of the said Lysander Golladay to pay the damages and Costs which so were awarded against him in said Action, and that One is now due to them on said undertaking the Sum of $ 1883.38 With interest on 1821.60 from February 22d 1867

11th The Plaintiffs therefore ask judgment against the said Lysander Golladay H. Robinson John Bloats and Louis Jenkins Defendants — On said undertaking for the Sum of One Thousand Eight Hundred Eighty two & 38/100 Dollars ($1883.38) With interest On One Thousand Eight Hundred Twenty One & 60/100 Dollars ($1821.60) thereof from the 22d day of February A.D. 1867 O.G. Dorrieen Atty for Plaintiffs

The State of Ohio Union County ss Henry Fullington One of the Plaintiffs being Sworn Says the Several Statements and Allegations in the foregoing petition are true as he verily believes

Henry Fullington

Sworn to by Henry Fullington before me and Signed by him in my presence this 4th day of September A.D. 1867 Faber Randall Clerk

Civil action in Union Com. Pleas

Henry Fullington &
William Howard
vs
Lysander Golladay Et al

Be it Remembered that the issuing and service of Process On Lay in this Action and Entries Appearance thereon this 4th day of September 1867

H.H. Robinson John Bloats Louis Jenkins by H.H. Robinson their Atty

Faber Randall Clerk, Sir you will issue a Summons in this action for Lysander Golladay directed to the Sheriff of Montgomery County Ohio, returnable according to law, Endorse Plaintiffs claim ($1883.38)

with interest on $1821,60 Cents from 4th day 22d 1867

September 4th 1867 Mob Summons issued Plaintiff

And thereupon the following Writ of Summons was issued by the Clerk of said Court which reads as follows to Wit

Summons

The State of Ohio Union County ss To the Sheriff of Montgomery County

You are Commanded to Notify Lysander Galloday that a Petition has been filed by Henry Fullington and William Howard in the Court of Common Pleas of Union County and that unless he answer by the 3d day of October AD 1867 the petition of the said Plaintiff & gainst them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly

You will Make Return of this Summons On the 16th day of September AD 1867 Witness Tabor Randall Clerk of said Court and the Seal thereof

Seal Marysville this 4th day of September AD 1867 Tabor Randall Clerk By E

Said Writ was returned Endorsed as follows, Served this Writ September 7th 1867 by delivering a true copy to the within named Lysander Galloday, Fees $1.25

O H Davidson Sheriff By F O Bailey Dep. - -

Subsequently On the 6th day of November 1867 the following Entry was made in the

Journal of said Court which reads as follows to Wit

Entry Henry Fullington and William Howard Plaintiffs -

Against

Lysander Galloday and Others Defendants This day came the said Henry Fullington and William Howard by their Attorneys and the said Lysander Galloday, H H Robinson, John R Cook and L Denton Defendants being in default and no further Entry having been made or step taken by the Plaintiffs upon the Petition, Evidence and Exhibits upon Consideration whereof It is Considered by the Court that said Henry Fullington and William Howard Plaintiffs Recover of said Defendants their damages by reason of the premises And the Court being fully advised in the premises do with the Consent of the said Plaintiffs assess the damages of said Plaintiffs to the Sum of One Thousand Nine Hundred Fifty Nine and 78/100 Dollars ($1959.78) which Sum includes the Costs in the Case of Lysander Galloday H. Robinson and Howard referred to in the Petition - in the Sum of Sixty and 78/100 Dollars ($60.78) It is therefore Considered Ordered and Adjudged by the Court that the said Plaintiffs Recover of the said Defendants said Sum of One Thousand Nine Hundred and Fifty Nine and 78/100 Dollars ($1959.78) their damages aforesaid in form aforesaid assessed And also their Costs herein Expended taxed to $

Attest Tabor Randall Clerk

Kelton Bancroft & Co. vs E Hammond & Wife } Plea before the Hon D D Conkling President Judge at a Court of Common Pleas Began and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 29th day of Oct 1867

Now to wit On the 26th day of September 1867 the following Petition was filed with the Clerk of said Court which reads as follows to Wit

Kelton Bancroft & Co Plaintiffs } Court of Common Pleas Union County Ohio

vs

E Hammond Teresa Hammond Defendants } Petition

Petition

The said Plaintiffs say they are a firm doing business in Ohio in the name and style of "Kelton Brown & Co" and that as such firm from the Defendants E. Hammond on the Note (a copy of which & the Endorsements thereto attached) the Sum of One Hundred and Forty nine and 34/100 Dollars With interest from Aug 17 1867

Second. The said Plaintiffs say that there is due them from the Defendants E. Hammond on the Note (a copy of which marked "B" is here to attached) the Sum of Seven Hundred and thirteen and 64/100 Dollars With interest thereon from May 1 1867

The said Plaintiffs say that there is due them from said Defendants E. Hammond on the Note (a copy of which marked "C" is here to attached) the Sum of Seven Hundred and thirteen & 64/100 Dollars With interest thereon from the first of July 1867 and that for the Plaintiffs said judgment against said E. Hammond and for said sum Seven Hundred & thirteen 64/100 Dollars With interest from Aug 17, 1867, Seven Hundred thirteen & 64/100 Dollars With interest from May 1st 1867 and Seven Hundred and thirteen & 64/100 Dollars With interest from July 1, 1867, Fourth The said Plaintiffs further say that on the 1st day of January 1867 The Defendants E. Hammond & Nancy Hammond Executed and delivered to the Plaintiffs their Mortgage Deed conveying to the Plaintiffs in Fee simple the Lands in Union County Ohio in Union Tp & described as follows Beginning at an Ash & Beech Corner of Lands now owned by said E. Hammond, thence N 80° E 70 Poles along Rose & Hancock's line to a Sugar tree and Iron wood and Elm thence N 76 On this 25 feet of the Center of the Bellefontaine and Delaware Rail Road thence West with the line of said Rail Road N this 25 feet of the Same to the line of E. Hammond, thence S 5° W with said Hammonds line to the Beginning containing Fifty Acres more or less - That said Mortgage was duly Stamped & duly Recorded in Book 6, Page 186 Aug. 15, 1867, That said Mortgage Deed was given to secure the Payment of said Sum from said Note of which Copies "A" "B" "C" are Hereto attached payable as follows $713,64 March 1, 1867 $713,64 May 1 1867 & $713,64 July 1 1867, That all of said Notes have become due and they are all unpaid Except the Endorsements stated in said Note and Endorsements and there is now due Plaintiffs from the Defendants thereon the Sum of One Hundred and Twenty three and 34/100 Dollars With interest from Aug 17th 1867 & $713,64 With interest from May 1 1867 & $713,64 With interest from July 1 1867 Wherefore the Plaintiffs ask an Order of Sale of said premises for the Payment of said indebtedness as law and Equity require Robinson & Robinson Attys for Plffs

The State of Ohio Union County ss. D. Robinson being duly Sworn deposes & Says he is One of the Attys of the Plaintiffs duly Employed and Authorized That the Plaintiffs are all Non-residents of the County of Union Ohio & Now & Ever Since have been & believe the Several Statements made in the foregoing petition are all true.

D. Robinson

Sworn to before me by D. Robinson and Signed by him in my presence this 26th day of September 1867

Tabor Randall Clerk

Praecipe

Issue Summons and Endorse Writ for $729,34 With interest from Aug 17, 1867, for $713,64, With interest from May 1 1867 & for $713,64 With interest from July 1 1867, On Note & Mortgage

Robinson and Robinson Attys for Plffs

Summons

And thereupon the following Writ of Summons was issued by the Clerk of said Court to him & Ready as follows to Wit

The State of Ohio Union County ss. To the Sheriff of Union County

You are Commanded to Notify E. Hammond and Nancy Hammond that Suit has been Issued by Kelton & Brown & Co, in the Court of Common Pleas of Union County and that unless they Answer by the 26th day of October A.D. 1867 the Petition of the said Plaintiffs against them filed in the

Clerks Office of Said Court Such petition will be taken as true and judgment pronounced accordingly - How Will Make Return of this Summons on the 7th day of Sept October A.D. 1867. Witness Taber Randall Clerk of Said Court and the Seal thereof hereto affixed this 26th day of September A.D. 1867

Taber Randall Clerk C.P.

P.S.

Service acknowledged by Defendants Sept 30 1867, E. Hammond

And afterwards to wit On the 29th day of October A.D. 1867 the following Entry was made in the Journal of Said Court which reads as follows to wit

Entry

Kelton Bancroft & Co.,
Against
E. Hammond & Wife

} No. 431

This day came the Plaintiffs but the Defendants came not And made default, and this Cause was submitted to the Court and from upon the Court found for the Plaintiffs and that is Due them from the Defendant E. Hammond as alleged against him the Sum of Thirteen Hundred and Forty three Dollars after the deducting $250 Paid Since the petition was filed, It is therefore Considered and adjudged that the Plaintiffs recover of the said Defendants said Sum of $1343 with Costs of Suit taxed to $ And it is further Ordered that the said Defendants pay said Sum of Money and Costs and that an Order of Sale issue to the Sheriff of said County Who is appointed Special Master for that purpose Commanding him to Sell the Real Estate in said petition described as upon Execution at Law.

A Test Taber Randall Clerk

A.B. Robinson
vs.
Michael S. Wood

} Pleas before the Hon. A. J. Monteith Presiding Judge in a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 25th day of November A.D. 1867

Came to for to wit On the 26th day of September A.D. 1867 the following petition was filed with the Clerk of said Court which reads as follows to wit —

A.B. Robinson Plaintiff
Against
Michael S. Woods Deft

} Petition

Court of Common Pleas
Union County Ohio

The said Plaintiff says there is due him from the Defendant on the promissory Note (a Copy of which is here to attached) the Sum of One Hundred and Ninety two Dollars with interest from June 1st 1867 And therefore the asks Judgment against said Defendant for that Sum and interest till said The Plaintiff further says that on the 31 of Dec. 1866 the Defendant Executed and delivered to the Plaintiff his Mortgage deed conveying to Plaintiff and his heirs in Fee Simple the following Real Estate in the Village of Marysville in Union County Ohio to wit Lot No. 80 in said Village Which said Mortgage was duly recorded in Book 6 Page 96 of the records of Mortgages in said County On the 3d day of May 1867, That said deed was made to secure the payment of a Note of Even date therewith of One Hundred and Ninety two Dollars and containing the Condition that if said Note should be paid the 1st day of June 1867 said Conveyance should be void, The said Note has not been paid or any part thereof and the same is still due the Plaintiff And unpaid and said Conveyance has become absolute Subject to the right of Defendant to redeem the same by the Payment of said Sum of One Hundred and

merely two Dollars and interest from the 1st of June 1867, Thereupon Plaintiff asks an Order & Sale of said premises & pay said debt and A Hingsley Robinson & Robinson Attys for Plff
The State of Ohio Union County ss, I A B Robinson being duly sworn do depose & say the several allegations of the foregoing petition are true & believe A B Robinson
Sworn to before me and Signed in my presence by A B Robinson Plaintiff this 26th day of Sept 1867
Henry D Smith Probate Judge

Issue Summons & Endorse Suit On Note and Mortgage for $192,00 with interest from June 1st 1867
Robinson and Robinson

Issued Summons on the following Writ of Summons was issued by the Clerk of said Court which Writ the return of the Sheriff duly Endorsed thereon reads to wit
The State of Ohio Union County ss, To the Sheriff of Union County You are
Summons Commanded to Notify Michael Woods that he has been Sued by A B Robinson in the Court of Common Pleas of Union County and that unless he Answer by the 26th day of October A D 1867 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court such Petition will be taken as true and Judgment rendered accordingly. You will Make due return of this Summons On the 7th day of October A D 1867, Witness Peter Kendall Clerk of said Court and the Seal thereof at Marysville this 26th day of September A D 1867
Peter Kendall Clerk C.P.
Sheriff's Return
Received this Writ Sept 30, 1867, Served Oct 7th 1867 by delivering to the Defendant a Certified Copy of this Writ Fees $ 1,37 D Pfouts Deputy Sheriff
Entry
In Vacation to Writ On the 9th day of November the following Entry was Made in the Journal of said Court which is as
A B Robinson } This day came the Parties and Submitted this Cause to
vs } the Court and thereupon the Court being fully Satisfied
Michael Woods } that the Defendant herein had filed his petition the 28th day of October A D 1867 & there is due on the note and Mortgage described in the Plaintiffs Petition the Sum of One Hundred and Ninety two Dollars & 00 Cts It is therefore Considered Ordered and Adjudged by the Court that said Plaintiff Recover of the Defendant said Sum of One Hundred and Ninety Two Dollars together with the Costs herein Expended taxed to $ And it is further Ordered Ordered and Adjudged that if Defendant said Forlorn do pay said Sum of Money and Costs and interest thereon from the first day of this Term of Court, that an Order of Sale issue to the Sheriff of this County who is appointed Special Master for that purpose Commanding him to Sell as upon Judgments at Law the Real Estate described in Plaintiffs Petition to Satisfy the Same

Attest Peter Kendall Clerk

Y

B. W. Miller & Bro. U.S. W. C. Pangborn & Co } Pleas before this Honorable Record & Courtlin Presiding Judge on a Court of Common Pleas begun and held at the Courthouse in Marysville within and for the County of Union in the State of Ohio On the 24th day of June A.D. 1868

Petition

Now to wit On the 6th day of April A.D. 1866, the following petition was filed with the Clerk of said Court which reads in the words & figures following to-wit

Breach

B. W. Miller & Thomas W. Miller Partners doing business under the name of B. W. Miller & Bro., Plaintiffs

Against

W. C. Pangborn & D. B. Van Pantys doing business under the name of W. C. Pangborn & Co Defendants

Court of Common Pleas

Union County Ohio

Petition

The Plaintiffs say that on the 6th day of March 1866 they own the Owners of Eight hundred and forty two about Four hundred and forty of which were on the farm of B. W. Miller the remainder were in different lots, On the premises of Hoover, Flickinger, and Hubbard neighbors of the Plaintiffs, That on said day the defendants Entered into a written Contract with Plaintiffs for the Purchase of so many of said Oxen as should be selected as follows, of them Two on the Miller Farm the Selection was to be made by Men to be chosen - One by Plaintiffs and One by defendants - And defendants bound themselves to take all the Oxen as should be so selected by said Men, And also take such of said Oxen on the said premises of the said Hoover, Flickinger & Hubbard as the said Pangborn Considered fat Oxen - the Defendants agreeing to pay to Plaintiffs Seven cents per pound for the Oxen so selected, the Plaintiffs and Defendants further agreed that said Oxen should be selected as aforesaid by the second Wednesday of March 1866 to wit the 14th day of said month, And when said Selection was made said Oxen were to be weighed at Woods Union County Ohio, and the same when by the Contract to be accepted by defendants On said 14 of March, The Plaintiffs say that they were ready on said second Wednesday of March 1866 to Comply fully with their Part of the Contract that they in accordance with said Contract chose their said Arbitrator or Man to Make said Selection, On said day and to do and perform all that they were bound to do on said day by the terms of said Contract, A copy of said Contract is here with attached, The Plaintiffs say that the Defendants did not appear on said day to fulfil their Part of the Contract - That they refused and neglected to Select their Arbitrator or Man to select said Steers or to make such selection themselves as they were bound to do, And the Defendants wholly failed to appear at all to fulfil their part of the Contract and to receive said fat Oxen on the second Wednesday of March 1866 or at any other time, Plaintiffs waited for defendants to Come to fulfil their part of the Agreement until the 9th day of the same month at which time Henry Spell who was the person chosen by Plaintiffs to Make said Selection, Selected a good Oxen Able and Oxen to the number of Five Hundred and Sixty Six And Plaintiffs had them weighed at Woods Union County Ohio, but Defendants did not appear to accept the same, or to pay for same, Nor when did they at all take said Oxen or any of them, but wholly refused & neglected to fulfil their Contract in any respect whatever, The Plaintiffs say that they are damaged in Consequence

of the neglect and refusal of the Defendants to refer from their Part of the Contract in the Sum of Seventeen Hundred & 00/100 Dollars The Plaintiffs therefore ask judgment against Defendants for Said Sum of Seventeen Hundred Dollars their damages to be assessed by the Court & for all other relief to the Law & Equity may belong Porter & Sterling Attys for Plaintiffs

The State of Ohio Union County ss D Brooks A Orville Dun of the Plaintiffs in this action make Oath that I believe the facts stated in the foregoing petition are true B A Brooks

Sworn to before me and subscribed in my presence April 6th 1866 Taber Randall Clerk

Plea for Issue of Summons Returnable According to Law, Amount Claimed $1700 Damage for Non performance of Contract or Sale of Sheep To Clerk Porter & Sterling

Stamps Copy of Contract referred to in the Petition March 6th 1866 We the undersigned parties to the contract above for the foregoing Contract for the term contained in the Agreement Plungstom and Co, take from Sid Sept Orchard at the Stipulation price of Seven cents per lb as follows, Plungstom & Co, take Such Parts of the two lots now on J. M. Millers home Place as may be selected by Each Party the Selections to be Sept from Sept 1st Brothers, Plungstom also obligate themselves to Cut & Cure good Sept Brothers of the following lots, Bought of Hooven Flickinger & Northcutt terms of the foregoing Contract to be Complied with by the Second Monday of March 1866 to be weighed at Richy on Union County Ohio The Sum of One Hundred and fifty Dollars having been Paid & Received on the Same Witnessed by B. Leroy Signed W. C. Plungstom & Co, J. M. Miller & Bro

Summons to Sheriff Union Co

And Whereas the following Writ of Summons was issued by the Clerk of Said Court Which reads as Writ, The State of Ohio Union County ss To the Sheriff of Union County You are Commanded to Notify W. C. Plungstom & J. M. Miller Partners doing business under the name of W. C. Plungstom & Co, That they have been Sued by Beriah Miller & Thomas O'Miller Partners doing business under the Name of B. O'Miller & Bro in the Court of Common Pleas of Union County and that unless they answer by the 5th day of May A.D. 1866 the Petition of the Said Plaintiffs against them filed in the Clerks Office of Said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 16th Day of April A.D. 1866 Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 6th day of April A.D. 1866

Taber Randall Clerk Which Said Summons returned duly Endorsed to Wit, Received this Writ April 6th 1866 Served on April 6th by delivering to the Defendant W. C. Plungstom in Union County a certified Copy of this Writ Fees .87 J. B. Whelpley Sheriff

Also on said day the following Writ was issued to Wit The State of Ohio Union County ss To the Sheriff of Champaign County You are commanded to Notify W. C. Plungstom & J. M. Miller Partners doing business under the Name of W. C. Plungstom & Co, That they have been Sued by Beriah Miller & Thomas O'Miller Partners doing business under the Name of B. O'Miller & Bro in the Court of Common Pleas of Union County and that unless they answer by the 5th day of May A.D. 1866 the Petition of the said Plaintiffs against them filed in the Clerks Office of Said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 16th day of April A.D. 1866, Witness Taber Randall Clerk of Said Court and the Seal Thereof at Marysville this 6th day of April A.D. 1866 Taber Randall Clerk

Sheriffs Return Said Summons was returned duly Endorsed to Wit, Received this Writ April 9th 1866 & Served the Same upon the within named Defendants by leaving at their usual place of Residence Each a true Copy Thereof personally Endorsed April 13th 1866 Fees $2.88 B. V. Taylor Sheriff By C. V. Taylor Depy. Sheriff.

Afterwards On the 3rd day of July 1866 the following Entry was made in the Journal of said Court to Wit

1st Entry

B. F. Miller & Bro, vs W C Pangborn & Co } On Motion the Plaintiff have leave to Amend their Petition in this by day next from the rising of this Court Cause Each Contesting

Afterwards On the 27th day of July 1866 the following Amended Petition was filed With the Clerk of said Court to Wit

Amended Pet.

Barack W. Miller & Thomas W Miller Partners under the Name & Style of B W Miller & Bro Plaintiffs Against W C Pangborn, R G Dun & Co & D Dun, Partners under the Name of W C Pangborn & Co Defendants } Courts of Common Pleas Union County Ohio

Amended Petition

The Plaintiffs by leave of the Court Amend their Petition and say that On the 26th day of October 1865, Plaintiffs Contracted and Agreed with Defendants to furnish Defendants Three Hundred and Forty Sheep to be delivered to Defendants at Same (Marion County Ohio) at any time at the Option of Defendants from the first of February 1866 till the first Wednesday of March in Same year for which Defendants agreed to Pay the Price of Seven Cents per Pound; Plaintiffs also had the privilege by said Contract to furnish Defendants at said time and Plce 300 more for which Defendants were to pay Same Price per Pound, This last lot was all to be fat Wethers, A Memorandum of said Contract was reduced to Writing in the Name of W C Pangborn & B W Miller & Signed by W C Pangborn, a Copy of said Memorandum is Hereto attached Marked "A"

The Plaintiffs further Say that on the 6th day of March 1866 they were the Owners of Eight Hundred fat Wethers about Four Hundred & forty of which were on the Home Farm of J. D. Miller the remainder were in different lots on the premises of Hoover, Flickinger & Hubbard Neighbors of Plaintiffs - That on said 6th of March 1866 the Plaintiffs and Defendants Entered into a Supplementary or additional Contract in Writing (a Copy of which is Hereto attached marked B) and Made part thereof) Changing the terms of this first Contract above mentioned and in which Defendants agreed and bound themselves to take So many of said Eight Hundred fat Wethers then Owned by Plaintiffs as Should be Selected as follows, of them Sheep on the Miller farm the Selection was to be made by men to be chosen - One by Plaintiffs and One by Defendants and Defendants agreed that Such Selection Should be made and that they would take all the fat Wethers So Selected by said men and also to take Such of said Wethers on the premises of Said Hoover, Flickinger & Hubbard as said Pangborn Considered fat Wethers - Defendants agreeing to pay Plaintiffs said price of Seven Cents per pound for the Wethers So Selected. The Plaintiffs further Say that Defendants by the Agreement in said last mentioned Writing That said Wethers Should be Selected as aforesaid by the Second Wednesday of March 1866 to Wit the 14th day of said Month and that when the Selection was made the Wethers were to be weighed at Richwood Union County Ohio instead of Same Marion County, The Plaintiffs say that they were ready on said Second Wednesday of March 1866 to Comply fully with their part of the Contract, That in accordance with said Contract they Chose their Arbitrators or Men to make said Selection and had them present & ready to make such Selection on said day & to do and perform all that they were bound to do by the terms of said Contract, Plaintiffs Say that Defendants did not appear on said day to fulfil their part of the Contract, that they

refusen and neglected to Select their Arbitrator whose duty it was to Select at the Office
of the T. M. Quillin Home Place, or to make the Selections that Defendants refused
to make, And although Plaintiffs Waited until the 17th of March 1866 for Defendants
to Come and Comply with their Contract, for Defendant Wholly failed and
neglected to appear at all Either On Said Second Wednesday of March or at any
time Either before or since Said to Select Said Lots Or to Receive the Same, or to
Comply with the Their Contract in any respect Or Whatever, The Plaintiffs Thereupon on the
Said 17th day of March (on the the assistance and acquiescence of Henry Smith Who
was by Person Chosen by Plaintiffs to Make Said Selection) Selected from the Lots named
in Said Contract Marked "B" Five Hundred and Forty Six Good fat Merchantable
Ox Then Cattle Mesha Then at Richwood Union County Ohio, But Defendants
Still Failed & Refused to accept the Same or Any Portion Thereof, or to Pay for Them or to
do Any Thing in Compliance with their Contract as aforesaid, The Plaintiffs
Say that they are damaged by reason of the Premises Over in Consequence of
the Refusal & Neglect of Defendants to Perform their Part of the Contract
in the Sum of Seventeen Hundred Dollars The Plaintiffs therefore ask give
Judgment against Defendants for Said Sum of Seventeen Hundred Dollars
their Damages so Sustained Together with Costs Of Suit and
all Such Other & Further Relief as to the Court may seem Meet
Peter & Sterling Attys for Plaintiffs
I Romney D. Griffin One of the Plaintiffs in this Action Make Oath that I believe the Facts Stated in the
foregoing Petition to be true
Sworn to before me and Signed in my presence
this 17th day of July 1866 Taken Filed & Docketed
Thos D. Quillin
by Thomas D. Quillin this 27th day
of July 1866 Taken Filed & Docketed
Memorandum Marked "A"
Plaintiffs Exhibits &c. October 26 Contract between H. C. Pangborn and T. M. Quillin for 300 fat
Sheep to be delivered at Lacon the price 5 cents per pound, Pangborn having
the privilege of taking them any time from the first Feb, 1866 until
the first Wednesday in March, Said Pangborn is to take them at fat Sheep &
Said T. M. Quillin has the privilege of putting in 300 more at the same price
but all to be fat Merchantable
Signed H. C. Pangborn
Contract Marked "B" March 6th 1866 We the undersigned parties
to the Contract above to the foregoing Contract by the terms in this as follows
Pangborn & Co, to take from out good fat Merchantable Sheep at the Stipulated price of
Seven cents per pound as follows, Pangborn and Co to take Such Sheep of the
two lots now on T. M. Quillins Home Place as may be Selected by Arbitrators to be
Selected One by Each Party, the Arbitrators to Select from out fat Merchantable &
Pangborn & Co, to Select Such as he may Consider Good fat Merchantable of the following lots
Viz, of Brown, Flickinger & Hubbard Terms of the foregoing to be Complied
with by the 2d Wednesday in March 1866, to be Weighed at Richwood Union Co
unty Ohio, The Sum of One hundred and Fifty Dollars having been paid and
received on the Same, Signed H. C. Pangborn & Co, B. W. Quillin & Bro
Witness O. K. Olen
Afterwards On the 3d day of October 1866 the following Answer was filed
with the Clerk of Said Court to Wit
Benah W. Quillin & Thomas W. Quillin
Partners in Style of B. W. Quillin & Bro.
vs
H. C. Pangborn & Co Defendants
Court of Common Pleas
Union County Ohio
Answer

Answer

The Defendants for Answer to Plaintiffs Petition Say they admit the Execution of the Written Contracts "A" & "B" Set forth in the Said Amended Petition but Deny that Said Contract "A" had any Legal Existence at the Execution of Said Contract "B" And Aver that by Said Contract "B" Said Contract "A" was Annulled by Said Parties & the Defendants deny Each and all of the Allegations of Said Amended Petition Except As far as the Same are admitted above. For a Second Defence Defendants Say they were Ready and Willing to Receive and Receive Such Good fat Ewes as the Arbitrators to be Chosen as Provided in Said Writing "B" Should Select Out of the two lots of Sheep on the D. Willis Farm Known as Sanders & Hodges & Houghton Should Consider good fat Ewes belonging to Said Boughs of Koons, Fleishinger & Hubbard & the Said Defendants did not Have any good fat Ewes in Merchantable Condition for Weighing on or about the 2d Wednesday of March 1866 but On the Contrary the Defendants Say the Weather was Not and Stormy & Said Sheep were Not Sheltered & the Same Were Not and Muddy and Unfit for Market and for Shipping & for Weighing & the Defendants Say that if the Weather had been at all Suitable & Said Sheep had been in Condition to Weigh & Ship they would have Accepted and Paid for Such of Said Sheep as were good fat Ewes" And Defendants Say that Not Exceeding Seventy five Head of good fat Ewes in both lots on the Said Willis Farm and from information and belief the Defendants Aver that there were no Sheep in the lots bought of Koons Fleishinger Hubbard that at that time Not good fat Ewes and that Plaintiffs with the Consent of the Defendants drove Said Sheep some miles through the Mud & Water to Richwood & pretty in part Corn and weighed them and Shipped them for New York Notwithstanding until Such of them as were good fat Ewes Could be conveniently and clean & fit to Weigh and thereby prevented the Defendants from receiving the Same, That the Arbitrator Chosen by the Defendants did not take any part in the Selection of Said Sheep and May not Presume & how the Same Were done and would not have Selected the Said Sheep as good fat Sheep at that time, That Said Houghton May not Present at the Selection of Said Sheep & did not Undertake any One to act for him in deciding What Was any & all of the Said Ewes bought of Koons, Fleishinger and Hubbard were Good fat Ewes & he would not if he had been present Consider the Same or the part taken from Said lots Good fat Ewes, For a third defence & by way of a Counter Claim the Defendants Say that Said Sheep were lawfully Selected & that not Over two dozen were good fat Ewes in all of Said lots of Sheep & that at no time between the 6th of March & the 11th of March & Even the 19th of March, 1866 did the Plaintiffs have any of Said Sheep Dry & in a Merchantable Condition to be weighed at Richwood Ohio and by reason of the Plaintiffs Shipping Said Ewes as in his petition alleged the Defendants were prevented from Selecting the good fat Ewes in Said Flocks in the manner Stipulated in Said Contract "B" by means of Plaintiffs failure to Comply with the terms of Said Contract as aforesaid and the Defendants having previously Paid to Said to the plaintiffs on Said Contract the Sum of One Hundred and Fifty Dollars, they to Credit Said Defendants have the right to recover the Same back from the Plaintiffs, That Plaintiffs neglect and refuse to Pay to Defendants Said Sum of One Hundred and fifty Dollars or any part thereof, and therefore the Defendants ask judgment against the Plaintiffs for Said Sum of One Hundred and fifty Dollars with interest from the 6th of March 1866

Robinson and Robinson Attys of Defts

The State of Ohio Union County ss. D. B. & B. C. Langston One of the Defendants in
being duly Sworn do depose and say the Several allegations of Said Answer
are true as I believe
Sworn to before me and Signed in my presence by D. B. Langston this 3d day of
of October 1866 Fabius Randall Clerk.
And afterwards on the 23rd day of October 1866 the following Reply was
filed in Said Clerk to Wit
B. F. Miller & Bro. } Court of Common Pleas
Reply
vs } Union County Ohio
D. B. Langston & Co } Reply } Plaintiffs Reply to the Answer of
Defendants to the petition of Plaintiffs and Deny Each and Every
allegation Contained in Their Second and Third grounds of defence &
accepting the allegation in their 2d ground of defence that their Arbitrator
one Said Langston took any part in the Selection of Said Board and may not Consent
to make Such Selection Plaintiffs deny that Contract A was cancelled by Said Con-
tract B. Except So far as the Same changed by express terms
Porter & Sterling Attys for Plaintiffs
The State of Ohio Union County ss. F. M. Miller One of the Plaintiffs being
Sworn Says he believes the facts Stated in the foregoing Reply to be true
F. M. Miller
Sworn to by F. M. Miller before me and Signed by him in my presence this 25th
day of October 1866 Fabius Randall Clerk
And afterwards On the 2nd day of November 1866 the following Entry was made
2d Entry in the Journal of Said Court
B. F. Miller & Bro. } This day Came the Parties and Thereupon Came a Jury
vs } to Wit John Mock Samuel Meyers, E. L. Smith, James F.
D. B. Langston & Co } Mashgosky Fahey E. Pain Reuben Young A. S. Crowey Richard
Hoskins, Robert Graham J. McGyan S. A. Henry, D. F. Reed & Adam Crafford Jurors
Duly Empannelled and Sworn the Duly to Speak Upon a
Issue Joined in Said Cause Joined between the Parties upon their Re-
ply to Defendants Second Ground of Defence Upon their Demurrer to the Plaintiffs Reply
the Court Sustained the Demurrer to the Plaintiffs Reply to the Second Ground of Defence
and Plaintiffs Counsel Objected to Said Decision of the Court Upon the Demurrer
Whereupon the Plaintiffs Counsel Asked Leave to Withdraw their Reply to the Second
Ground of Defence and Plead Over to the Same which was Granted by the Court
Whereupon the Plaintiffs Counsel Withdrew their Reply to the Second Ground of Defence
and Plead Over to the Same by Saying that the Plaintiffs Ought not to be Barred
from having their Action aforesaid because they Say that the Defendants Ought not
to have Judgment to be Discharged from the Premises aforesaid because they Say that
the Defendants Ought not to be Discharged from the Premises aforesaid because they
Say that the Defendants Ought not to be Discharged from the Premises aforesaid
because they Say that the Defendants Ought not to be Discharged from the Premises
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that the Defendants Ought not to be Discharged from the Premises aforesaid because
they

B. H. Miller & Bro, are Plaintiffs and the said Wm Pangborn &c, Defendants Judgment to Execution against the said Defendants at the October Term thereof A.D. 1866 for Five Hundred & Fourteen & [illegible] Dollars Damages & Costs, And the said Plaintiffs having demanded a Second Trial in pursuance of the Statute in such case made & provided the Court fixed the amount of the Bond to the Sum of One Hundred Dollars. Now if the said B. H. Miller & Bro, shall abide and perform the Order or Judgment [illegible] of the Court And Pay all Moneys and Costs and Damages that may be required of or awarded against them Consequent upon Said Second Trial Then this Obligation Shall be Void, Otherwise to be and remain in full force & Virtue in Law, Signed S. P. Miller C. F. Watkins, Attorney Sterling, Approved by me Nov. 12 1866 Tabor Randall Clerk, Of Recognizance On the 1st day of January A.D. 1867 the following Entry was Made in the Journal of said Court which reads in the words as follows to Wit

3 Entry — B. H. Miller & Bro, vs. In Trial,
D. S.
W. Pangborn & Co, Defendants, This Cause is Continued at the Cost of the Defendants, It is therefore Considered and Adjudged that the Plaintiffs Recover of the Defendants their Costs herein at this term of Court taxed at $ And On the 1st day of November 1867 the following Entry was made on the Journal of said Court to Wit

Beriah W. Miller & Thos W. Miller Partners &c,
vs. In Trial
4th Entry — W. Pangborn & D. M. Wan Partners as W. Pangborn & Co } This day Came the Parties by their Attorneys and thereupon Came a Jury to Wit Some than Goodman John Sharp Adam Mitchell, Lyddison Bidwell Robert McCrory, James Martin John Carter Reynolds Long & Long Ford, Alexander Parks David Anderson Samuel Bowsley John Flack Jales Evans, to the number of twelve lawful men of the County who being duly Empannelled & Sworn upon the issues joined between the parties upon their Oaths did find their Verdict for the Plaintiffs and assess their damages at Fourteen Hundred Dollars. Whereupon the Defendants Gave notice of their Motion for a New Trial which by agreement of Parties may be heard Tuesday Evening the 5th of this November And afterwards the following Motion for a New Trial was filed for the the Clerk of said Court to Wit

Beriah W. Miller & Thomas W. Miller & Plaintiffs — In Court of Common Pleas
Against — Union County Ohio
W. C. Pangborn & D. M. Wan & W. C. Wan & C. B. Wan Defts — Motion for a New Trial

And now Comes the said Defendants by Jno. M. Robinson & Geo. Lincoln & move the Court here for a new Trial in this action for the following reasons to Wit —

Motion for New Trial
1st That the Damages given by the Jury in this Case are Excessive —
2d That the Verdict given in this Case is against and contrary to the weight of Evidence and the law of the Case
3d That the Court in the trial of this Case Erred in rejecting the Evidence offered by the Defendants to prove that the Plaintiffs Shipped the Sheep which they had Selected or Caused to be Selected from the Stock mentioned in the Contract attached to their said Petition immediately after being weighed to the New York Market by the usual route for the Shipment of Such Stock to that Market, And that said Sheep were Driven on their way to said Market the usual care and attention in the Shipments Customary upon Stock by Shippers, And that they Shrunk & Wasted or diminished at the rate of Twenty One Pounds per head in said Shipment —

and that the usual and common Shrinkage and drift in the Shipment of Good
for Merchantable does not Exceed ten per Pound per Head in Such Shipment
4th That the Court Erred On the Trial of this Cause in charging the Jury that by the
terms of the Contract that the Place for the Selection and Delivery of Said Sheep
was at the Place when they were at the time the last Contract was Entered into
5th That the Court Erred On the trial of this Cause in refusing to charge the Jury that
the Place for Selection & delivery of the Sheep mentioned in Said Contracts was
the Farm upon which the Plaintiffs resided and his usual place of doing Bus-
iness as the Defendants requested
6th That the Court Erred in rejecting the Deposition of Offered by the
Defendants 7th That the Verdict of the Jury was for the Plaintiffs When it Ought
have been for the Defendants. The Defendants therefore move the Court to Set aside
the Verdict of the Jury & Grant a New Trial H. C. Houghton &c
By Jas. W. Robinson & Geo. Lincoln their Attys
And On the 11th day of January 1868 the following Entry was made in Said Journal
to Wit B. F. Miller & Bro,
5th Entry
U.S.
H. C. Houghton &c
Motion for New Trial
Continued
And Afterwards On the 21st day of June 1868 the following Entry was also made
in Said Journal as follows to Wit
6th Entry
B. F. Miller & Co,
U.S.
H. C. Houghton &c,
This Cause came On to be heard upon the Motion of
the Defendants for a New trial and was Argued by Coun-
sel in Consideration Whereof the Court do find that the
verdict of the Jury is Excessive in Amount to Wit in the Amount of Two Hun-
dred and Fifty Dollars. Whereupon the Plaintiffs remit Said Sum of Two
Hundred and Fifty Dollars, And thereupon the Court Overruled the Motion of
Defendants for a New Trial to Which Ruling Defendants Except and ask the
Court to Sign and Seal their Bill of Exceptions, Which is accordingly done
Whereupon it is Considered and Adjudged by the Court that the Plaintiffs Recover
of the Defendants the Sum of Eleven Hundred & Fifty Dollars and their Costs
in this behalf Expended taxed at $
Bill of Exceptions filed in the above Cause
B. F. Miller & Bro, Plaintiffs
vs
H. C. Houghton & Co Defendants
Court of Common Pleas
Lenawee County Ohio
Bill of Exceptions
Bill of Exceptions
Be it remembered that on the trial of this Cause at the October Term of the Said
Court A D 1867 the Said Plaintiffs to maintain the issue on their part gave
Pltffs Ev. Evidence tending to prove that on the 14th day of March 1866 Plaintiffs Agent in the
Town of Milton Penn saw the Sheep which upon the day fixed in Miller Contract was
Executed viz: On March 16th 1866, That the Plaintiffs Agent Said Agent from
Teaton on Said 16th of March 1866 ready, able & willing to Select & deliver all the
Good Fat Merino Sheep on Said Farm and that the Sheep were not Shut in a proper Con-
dition to weigh; That the Defendants did not in Person or by agent appear at
Said Farm to aid in the Selection of Said Sheep & for that reason no Selection was
Pamphrey letter
made until after that day. The Plaintiffs also gave in Evidence tending to prove that
the Plaintiffs had bought from Hoover & from Fleckinger & from Hubbard each all the
Good Fat Merino Sheep which they each owned on their respective Farms which Sheep were
in the Several flocks of Said Hubbard & Hoover & Fleckinger mixed with Other
Sheep Merino & Two Cross That Said Sheep were not wet but were dry & in proper

condition to Select & weigh & be delivered - Also introduced Evidence tending to prove that the Defendants did not Open at Either of Said Hoover, Fleckinger or Hubbard Farms to Select and receive Said Sheep, Also that Afterwards On the 15th of March 1866 the Said Plaintiffs & Said Hoover, Fleckinger & Hubbard, Selected from their Said Flocks Such Sheep as they Considered Good Fat Ones thus, Viz: Hoover Flock 40 Head - Hubbard 50 Head - Were taken from the Flock & from the Fleckinger Flock 70 Head were taken & Placed with the 396 Head Selected from the Miller Flock and all were Shipped to New York without the Knowledge or Consent of the Defendants, Also introduced Evidence tending to prove that Said 396 were of the Weight of About 105 Pounds Each and that Said & Were Weighed about 100 Pounds Each at the Late Ones Place of Purchase, Also introduced Evidence of Witnesses from the Neighborhood of Said Farms tending to prove that Good Fat Ones of Said Farms were worth from Four to Four & One half Cents per Pound, All of Said Witnesses however Stating that they Knew of no Sales being made about that time and no Open Evidence was offered by Plaintiffs, The Defendants then introduced Evidence tending to prove that Said Sheep were not and not in a Proper Condition to weigh On the 14th of March 1866, And that the Sheep Selected were not Good Fat Ones but were beginning to Flesh, That the Hoover and Flocks of Sheep on his Farm from which he had Agreed with Plaintiffs to Sell and deliver to them all that were Good Fat Ones, And that a Similar Contract Existed between Plaintiffs & said Fleckinger & a Similar One with Said Hubbard, but that for delivery had yet been made of the Same to the Plaintiffs & that Said Miller had a large Number of Other Sheep on their Farm, all Contracted to Defendants under the Written Agreement Set out in the Plaintiffs Petition And that a dispute having Arisen between the Plaintiffs and Defendants as to whether the Sheep were Good Fat Ones - the Written Contract of the 6th of March was Executed - That the Several Flocks mentioned on said several Farms from the 6th of March until after the 14th but they introduced Evidence tending to prove that the Sheep in each of Said Lots were not Good Fat Ones and were not Ready & in a Condition to weigh And that No Selection was made of the Good Fat Ones in Either Lot, And pending of Either of Said Hoover or Fleckinger or Hubbard Sheep Had been made until after the 14th of March 1866, That Afterwards On the 15th of March 1866 Plaintiffs received a letter by mail from Pamphrons letter Defendants dated the 15th of March which reads as follows viz: "Mr. Miller Sir We intended to come to your Place to day but it is raining and Sheep cannot be in a Condition to Sort or weigh for a few days. But We will be there as Soon as they will do Unless it should be so late in the Week that we Cannot weigh before Sabbath day Yours Truly

March 15th 1866 W. G. Pamphron"

This letter was received which the last bunch of the Sheep were being weighed & after a part of the Sheep Had been Taken on the Second Load, And the letter was not opened & read until all the Sheep were weighed, That Still Plaintiffs went on and Shipped the Sheep at Large & Sold them for Account & without the Knowledge or Consent of the Defendants

The Defendants in his Defence Evidence to prove that Good Fat Ones were worth from Five to Five & One half Cents per Pound, The witnesses were dealers in this class of Stock from Other localities - from 10 to 25 miles distant from Said Farms, who made their Valuations and Estimates from the Market Value of this Stock at the Localities to which they lived, and with the Knowledge of the New York Markets, The Defendants offering no further Evidence the Court gave in Charge to the Jury that the Plaintiffs were not bound to give notice to the Defendants to Select, weigh Said Sheep prior to the 14th of March 1866 or on any day between the 6th and the 14th of March But if they were present at the Said Miller Farm Either in Person or by Agent with a Chosen Arbitrator ready to act

in the Selection of said Sheep and if they or the 14th of March 1866 have the Sheep in proper Condition to Select & weigh they had done all they were required to do in Order to recover — That all that Plaintiff was required by said Contract to do was to see that said Several lots of Sheep Should be Selected on the Several farms where they were on the 6th of March 1866 when said last mentioned Written Contract was made and ready to be delivered On demand of the defendants between the 6th & 14th of March inclusive of the 14th of March and if they or any of them should be ready to have said Miller's home farm on the 14th of March 1866 with their chosen Arbitrator ready and willing to aid in Selecting the Sheep on said farm they had Complied with the said Contract and were entitled to recover —

To which Ruling of the Court the defendants Excepted, The Court also charged the Jury that if they found for the Plaintiff they would assess their damages at the difference between the Contract price and the Market Value of Sheep that On the 14th of March 1866 at said Several farms when said Sheep were On the 6th of March 1866 to which Ruling of the Court the Defendants Excepted The Jury in Assessing the damages Considered the Contract between the Plaintiff & Elias Bower Hockinger & Husband Evidence mentioned in the Bill of Exceptions of March 6th 1866 & the Jury returned a Compute as herein to them different from the Sheep on the Miller home farm to which they object that they did not ask any for the charge That they deemed the Contract to plaintiff Entirely and if they could both on the Ordinary at all they were liable for all the damages arising on all the Several lots, During the Course of the trial the defendants Counsel to prove by a Competent Witness that the usual Shrinkage of Sheep at Rockton in driving from there to Rockford was about 13 pounds to the head and that the Sheep Most fat would Shrink more and that there have Shrunk by Comparison of the weights at Rockford & at New York about 20 pounds They offered this Evidence to prove the Sheep were not good fat Sheep in Condition to weigh and that there Must have been an Error in the weights which Evidence the Court refused to admit for the reason that the Witness had no knowledge of how many of the Shrinkages of the Sheep was Injured and the same was not shown by any of the Evidence admitted to which defendants Excepted —

Also the Defendants Offered to read the deposition of Wm R McPherson (a copy of which is hereto attached) which was objected to On the Ground that there was no satisfactory proof that his deposition relative to the Value of Sheep at which objection was sustained & Evidence not admitted to which Ruling of the Court Defendants Excepted, a Bill of Exceptions of all said Evidence is hereto attached and made part of this Bill of Exceptions, Whereupon the Jury returned a Verdict for the Plaintiffs, Whereupon the defendants moved the Court to grant a New trial for reasons filed, which Motion the Court Overruled and gave judgment on the said Verdict & pronounced Condition that Plaintiff remit 63 Dollars in damages which was done, Whereupon the Defendants asked the Court to sign and seal this their Bill of Exceptions in said Cause which is accordingly done this 25 day of June 1868

D. Shanklin Judge 6th J. C. Pleas

1st Ex. B. F. Miller & Co.

vs

S. & Bingham & Co.

In the Court of Common Pleas Union County Ohio.

March Term 1867

Testimony for Plaintiff

B. F. Miller called and Sworn testifies as follows, I am a member of the firm of B. F. Miller & Co the 2nd Wednesday of March (the 14th) By the last Contract the Sheep were to be taken away by that day, I started down early and was then by noon, Breakfasted at Liberty, Jerry Snell & Celebration, My Brother was feeding 400 Sheep, Some above 90 & feeding about 100, Stephen Hockinger 70 & One Bantham 55, One Sebastian Hemm Snell & Celebration, because we Left Knowing was a good pr day of Sheep, Pangborn did not appear that day when I got down to the home farm on the 17th of March, they were Starting the Sheep, We held Sheep up till the 19th & then took them to Rockwood and then weighed them, after weighing we took them to La Rue and then Shipped to New York, Rode with the Sheep as far as Bradford

And then turned them over to Marsh, Dont Know how much the Sheep sold for - the Reapers will show, The Sheep were all Counting Excepting them all Good Sheep. 260 of the Sheep were on the Home Place, the remainder of the 560 came from Several places from Hubbard 55, Hoover 47, Fleckinger 70, There were very few Sheep changed Hands At that time - Sheep were worth about 4 or 4½ cents per pound Cross Examined

By Paxson when the last Contract was made - it was made at Fleckinger's - The Sheep were on the Farm at the time of Hoover Fleckinger & Hubbard, I was not by at the time any of the Sheep were Selected except those of the Home Farm, The Sheep were driven into a Shed for Selection, I was in both days the Door was open to pass Out the Fat Sheep, We Put the lean Sheep Out at the Window, Spell would feel of the Sheep Examining, Could not say any Sheep were Separated before got there - the Sheep were Put Out One at a time, Every Sheep was Put Out Singly - Spell Selected all the Sheep at Home Farm before he went to Hoovers - We got through about 10 Oclock, when half way Picked Out & Started to Richwood & got there with two thirds of Sheep about 4 Oclock, It was about an hour after I got there, before the last Sheep came in, They were weighing the Sheep when I got there, Orin Pelham was Overseeing - I saw Sabine he said there was a letter in the Office for us - did not say who it was from - I saw the letter - We Started to Labue that night & waited at the train to See if Mungbom would come - Came 4 Miles and Stopped at Henry Baldwins for night - went to Labue & Stopped there the next day in the afternoon - I did not go down to the Home Farm till the 15th I don't know that Spell was there on the 14th I Never Seen the Other Sheep that month - I don't know of any thing was at Richwood, On the 9th it Spit Snow a little - the Sun came Out in the afternoon - it was Slippery & the Sheep Seem Some Out and Smutty, I was Sold but One Bunch of Sheep, I did not Ship any Sheep that Spring Except that bunch - - - Thomas Miller Sworn

I Came One of the Plaintiffs, I was at home on the 14th of March 1867, Sitting Around the fire waiting for Mungbom, There was Several there - Spell came in the morning and remained till 3 Oclock - he then went home

Transcribed

the Rest of the Morning - On the Home Farm were Sheep - Some did not feed very well & were Selected after which we had Some 340, About 140 had been Sent from the Other Farm, The day the last Contract was made the Sheep was on the Home Farm, Mungbom did not appear on the 14th or Send an Attorney

The Sheep Continued from the 14th till the 19th the first we Started Monday about 11 Oclock Henry Spell made the Selection, We Helped a little - Spell Stood near the Middle of the Shute and a hundred was but a few in he Let them Over & We let them Out, Out of the 140 driven down from the Other Farm Spell Selected 128. Out of the Sheep I fed of my Own 268, When the last Contract was made the Sheep were all on my Farm, After we Selected the Sheep they were driven to Richwood and then weighed, Their Weight was as follows 260 Home Sheep weighed 27366, 128 from Other Farm " 12790 - 70 Fleckinger " 7094 - 55 Hubbard " 5230 - 47 Hoover " 4790

I have been dealing in Sheep all my life - 13 years for myself, There were 560 Canada Sheep, Small fine bone, Mr Mungbom said the Sheep in October - He had his hands on two Sheep - I regarded all the rest as good fat Sheep - no Stags or Ewes - Selected Fleckinger's Sheep myself - we counted until the 17th, I went down on that day and Selected 70 Sheep from his lot & put them by themselves & on Monday 19th they were driven to Richwood On the 19th after we came down Selecting at Home we went to Hoovers & Hoovers and Spell Selected 47 Head from his lot - one I did not notice - we drove them to Richwood the next day - They were good fat yearlings - a few Coarse Ones among them Hubbards Sheep were Selected by Simmonds the 15th Brooks and One of Hubbards Boys helped put to Select, we Selected 55 Sheep which were driven to Richwood on the 19th We got through weighing between 4 & 5 Oclock P.M. & then Started to Labue from there Shipped to New York via Buffalo. Sheep of that quality were worth at that time 4 cts per pound, Some Sheep were worth 4½ cts per Pound, They were good Sheep but not Prime Spell was a Butcher

Cross Examined

The 14th of March was a cloudy Partly Cloudy morning, Heavy damp air - day before damp & Pleasant, a few flakes of Snow fell on the 14th, the Sheep were dry Enough to Slough on 14th, It Rained a little Thursday, Friday it was Clear and Cold all day, there might have been a little Snow fell in afternoon, Saturday the Ground was frozen Enough - not Snow Enough to See a Snow, Sunday Clear and Cold all day, The day we drove the Sheep to Richwood the Ground was frozen Hard Enough to bear them up part of the way, The Sheep got there in Short

any Stock on them Except this Lot and Log Saw Sabine then Sent Boy Patterson then was a letter in the Office for me
which Sabine thought was from Rockingham, the letter was mine to my Friends about 5 Oclock, Rained fast about 3 Oclock
before the Shepherd came all in night - We Started to Lay Out about 5 Oclock, Agreed the price of Sheep upon what the
Market affords to Day, there is no difference of Price in Short Clothed and the Market to come Except the
Skins, The Eastern Cities govern the Market then Down of Wool Selling of Last time previous to the 15th of March may
Do but about the Past Worked - Yes By Consent of Plaintiff - Saw buyers offering to Pay 4 to
that is what I Rounded my Estimate upon - That was the Ruling Market

Stephen Thatcher Sworn, Orilla Got Wheat of Shultz Sam Pa - they were all fat Ones this Year
Sing Upon Short Oats the 15th Inst - Marked the Pasture Price of the Sheep got from
Pa Shultz got Seventy Cts - Cary Shultz Sworn at Home On the 15th of March 3 Miles from Orilla
Samuel Adams Sworn, Known both the Shultz in Controversy & Sarah Ing Cross Examined - the 47 Sheep from
the were Some fat Sheep - the Ewes the best Wethers Nearly all in Wool - a few Wool in Sheep at that time were worth
5 cts per Pound, Drove at Richwood the day they were taken - Do not Examine - Have my pigeon
Out On the Last - They were worth 6 or 7 cents in New York Last Year Many Sheep Sold about the 15th of March, I
Offered to Sell mine at 4 cts, What Sheep I Sell are What I Have left of Last Selection, Charles Beattie Sworn
Live at Richwood have Sheep Shipped on Pa Ozias - 15th of March Pay of Living to Day 4 cts per Pound, that
is the Only Pay Now Given Price - Did not See Heard of Sell Sheep, Don't think they Pay any Sheep Sold them at that
time - Think may Pay Higher Market at Richwood then, John Seidle Sworn, Live at Richwood have
Shipping Sheep - Good Fat Sheep at that time were Only Worth 4 cts per Pound - Regulate the Price by
what they Worth in New York, My Opinion is formed from the Markets of the Eastern Cities, Was Buying at that
time I would Pay Only 4 cts - A. G. Brooks Sworn - Live in York Township, own the 55 Sheep Shewn
from Husbands, The Quality was good - Fat - fine Wool - fine from Sheep We three, Cross Examined
Husband was Sick & Was Sent Boy to take Care of the Sheep Saturday was a Clear Day, Monday the Roads
were Frozen Hard - We Started the Sheep and Drove them through Clean and Nice - Pay were Out in Snow Sunday
Night about Quarter of Mile Hill, The Sheep were not Shedded - Re Examined by Plaintiff - The wool of the
Sheep I was Fine and Comb Coat, the Snow was Dry - Report by Plaintiffs
Ps Witness Called & Sworn on Part of Defendants
Pay Town Made the First Contract with Miller Oct 26th 1865, On the 6th day of March 1866, I went to Miller's to take the
Sheep, they were not Fat Enough to fill the Contract, but I was willing to take such as were Fat, We then Entered
into a new Contract, When I got over 75 Fat Sheep I showed me, I was not then when the Sheep were Sold - wrote
a letter to Miller - Have diary of Weather - Wednesday 14th Rained Pretty Hard, 15th Rain and Snow, 16 Rain
17 Snowed, 18 Clear & Cold 19th Morning in the Morning - went to Urbana, Wrote Several letters to Miller
telling him to Take the Sheep, Seemed Startled, Tuesday Morning - Never Saw the Sheep of Mr Shawgo
Nearby or Neighborhood - Am a Farmer & have been Handling Stock for twelve years - All together Sheep I
was Handling Sheep in 1866, I Am a Judge of Good Fat Sheep, Dont know of any Market in Richwood from
Ryan's Many Sheep being Sold there - Sheep Fat that time were worth from 5½ to 6 cts per Pound with Wool on
Cross Examined, Was Robin Richwood on the 6th I have not been there since that time, There was a drag
in the Market about the 15th of March, I know of No Difference in the Market Value of Sheep from
the 1st to the 14th of March - James Wilson Sworn - Live near Richwood, was there on the 15th of
March 1866, Purchased the Sheep in Controversy, Am a Butcher by Trade - have killed a great many
Sheep, Can tell a Fat Sheep when I Put its Tail, Half of them Sheep were Poor, It was a wet
day, the Sheep were Wet, Felt of them - they were Sore Muddy, It was Muddy in the Road
the Snow Wetting as fast as it fell, Ps Commenced weighing about 3 Oclock
Cross Examined - Purchased 47 Sheep at Ourlem, Usually 28 or 30 - It was Snowing
it Snowed and Rained Some, Was Stormy Morning - Should not Call them all Good Fat
Sheep, They Had Mud On their Belly and Legs, It is 6 Miles from Miller to Richwood
It is a Hilly Fair Lot of Sheep that will average 100 lbs, William McRobinson Sworn
Reside in Marysville - Have Kept a Diary of the Weather 15th of March Cloudy Rained a
little 13th Rainy - 14th Rained in Morning 15th Rained all Night 16th Clear Partly Cloudy

17th May Cold Every thing froze up the 18th Snowing in the Morning 19th Snowing very hard in the Morning Hoyles Cabins Resides in Richmond Saw Miller on the 17th of March, told him I was from Ourfolks, they were Slaughtering the Sheep - Have handled some Sheep. Own an Ordinary Size - from Three to Half of them Sheep are fat, Did not Sell Any. The Snow was about 2 inches deep that morning Splashy Snow - Did not Handle any of the Sheep, they appeared, Wet Themselves in Slaughtering the Water they looked dirty about the Sides - Sworn & Examined

Sabine

When I Spoke of Ourfolks I Meant My Brother in law - Was going to Own the Farm, I went to the Scale and from there to the Depot, two of the Scales Only half Down. Saw One Load Put On the Scales, E. A. Sworn. Resides in Mechanicsburg, Went to Richwood On the 19th of January Monday Morning, went to Urbana that night, went to Richwood the next day From there from Richwood Out to Millers, I was Very Wet & Muddy, Stopped a little While and told him That they had told me if I Was not Kept the Sheep to Slaughter the Money and if Not they would Come of in Them the Next Clear day, But it Rainy about Sundown Thats as far as I Know. Came Into Marion On Monday at Richwood - Sworn, Resides in Pickaway County - Keeps Sheep - Owns 160 Acres - Keeps Sheep as an Object - Has Kept Sheep about 5 or 7 years Last Summer I Bought about 100 Head in the Spring Examined - I Brought My Sheep about 22 miles from Richwood, Did Not Know what Prices were at that Place

E. A.

Hiram Stokes Sworn, Resides in Milford, Am a Dealer in Stock, The Eastern Market is Worth the Price of Good fat Sheep Such as Were there at that time at Richwood to be worth $5.50 per Hundred, Bought and Sold Sheep at that time, The Value of Sheep Feb 1st Gradually Improving Down from February until April, I don't Know what Sheep were Worth at Richwood, Don't Know what They were worth at Milford

H. Stokes

James Fullington Resides at Jerusalem Station, Am a Dealer in Stock, Dealt in Sheep, Where they were Worth Good fat Ones there would be worth $5.50 per Hundred at Richwood March 17th 1866

Fullington

Examined, Did not Know the Market price of Sheep at Richwood at that time, Sold my Sheep in May, The Sheep Market Fluctuates Sometimes Very Much, Don't Know what Sheep were worth in the East at that time - I. G. Allen Sworn - Am One of the Defendants am a Dealer in fat Sheep, have Dealt in Sheep Since 1862, Keep Thoroughly Posted on the Sheep Market Know the Market Value of Sheep all over the Country in 1866, by Letters and Drovers, Good fat Sheep were worth 6 cts per Pound at Richwood in March 1866, When the time Comes to Ship the Sheep it Depends very much upon the Weather at the time from the 14th till 17th Except Sunday that Sheep Cannot be Weighed, We went to Millers and Commenced to Get them towards the Close of Sorting Sheep in New York on the 17th of March 1866 was from 7 to 8 cts per Pound, Thomas Miller Recalled by Plaintiff

I. Allen

Thomas Miller at the Scale When Sabin Martin - in the Morning there was some Sleet, the Ground was Frozen the Sheep were Dry with the Exception of a little Sleet on their feet, Sabin was at the Scale about ½ hour, Never Made No Statement to Me Further than the Letter - the Morning of 19th was Examined Upon, Sheared by Kelly - Thomas On Redeary Sworn by Plaintiff, Remember the day the Sheep were Brought to Richwood, It was Cloudy, the Ground was Frozen Hard to Tread upon, It Did not Rain that day, Saw the Sheep Over Considered Rainy day, Cross Examined Did not Feel the Sheep, Can tell a day Sheep Are Shrunk during it, There was Sleet on the Ground, it Thawed about Noon - Brooks Recalled - Was at Richwood when the Sheep were weighed, it was a Cold day, About the Middle of the day Commenced to Thaw, the Sheep were dry Sticking in the Mud at Richwood the day the Sheep were weighed, it Was Cloudy day, No Rain or Snow fell Handled Sheep, They were dry - James Hoover Recalled, Was at Richwood the day the Sheep were weighed Sleet or Snow fell, the Sheep were dry - Deposition of Henry Bowman Sworn & Henry Bowman Aged 33 years of Age and by Occupation a Farmer, Resides in Champaign County in the State of Ohio, Do not Personally Know the Plaintiffs Know Defendants have Known them about 10 years, Know that said Defendants Purchased of said Plaintiffs a Lot of Sheep about the Fall of the year 1865, Was Partially Acquainted with the Sheep in

Sabine
Brooks
Hoover
Bowman

H. B. Shaw

question & in controversy. In March 1866 in Company with Defendant H. B. Shaw & Ewen and
40 or 50 Sheep of Miller on his Home Farm, this was all Examined or Saw. their Condition was very Ordinary.
There was from 20 to 25 only of that lot that were good fat Sheep. My principal business & Trade for Several
years past is & has been that of Canning and Dealing in Live Stock. My means of knowledge is derived
from Feeding and Dealing in Stock & Sheep in particular, from the 6th to 19th of March 1866 & had the means
of knowing the Market Value of good fat Sheep in Champaign and Union Counties Ohio, Such fat Sheep
as did the most on an average would from 6 to 7 Dollars per Hundred Pounds weight Signed H. B. Shaw

Copy of Letter

Copy of letter as given by Plaintiff at Richwood March 19th 1866 before the Sheep were Started from Richwood
Mr. Miller Sir, We intended to come up to your place today, but it is raining & Sheep cannot be in
a Condition to Sort or Weigh for a few days, but We will be there as soon as they will do, unless it should be so
late in the week that we cannot weigh before Sabbath Day, Respectfully Yours
March 13 1866 H. B. Plaingtown

Copy of Letter

Copy of letter received by Plaintiff March 22d 1866, Mechanicsburg Champaign Co March 19 1866
Mr. Wm. Miller Dear Sir, My Continued Pains Sparing made it impossible for me to take the Sheep
down, We Send to you now by the bearer Mr. E. Dennis to let you know that We will come as soon
as We can weigh, As the Season is advancing & We may have some difficulty in Selecting the Sheep
I will do no Harm to Suggest that if you feel free to rescind the Contract you can do so, if you should
prefer to keep the Sheep until the Weather is better which may be Some time! of Course we
will Come as Soon as We can take them, If you Say the bearer this morning will be on each hand
deliver you the Contract, The reason We Suppose this is that the roads are like to be So that
We cannot get the Sheep down Soon if We can weigh them and that you would not be
much benefited by Selling the loss of your Sheep, Yours &c H. B. Plaingtown &Co

Deposition of Henry Spell

Deposition of Henry Spell, Ques 1st When do you reside and what is your age, and
my residence is in York Township Union County Ohio, My age is 53 years. Ques 2 Are you ac-
quainted with the Plaintiff in the above action, Ans. I am acquainted with the Plaintiffs
Ques 3d Have you any knowledge of the Sheep which was on the Home Farm of T. H. Miller on
or about the 6th of March 1866 Ans I had some knowledge of them but very little, Ques 4
State what you know about the Sheep On the T. H. Miller Home Farm between the 6th & 14th
of March 1866, Ans On the 5th up to the 19th of March 1866, I saw a good many Sheep on
the T. H. Miller Home Farm, how many I do not know, Ques 5, Did you help Sele ct the fat
or thin Sheep Out of the Flock on the T. H. Miller Home Farm on the 19th of March 1866 If So how many
was fat or thin Sheep, Ans, I helped Select the fat or thin Sheep on the T. H. Miller Home Farm on
the 19th of March 1866, The Sheep were counted by me as the fat or thin were Passed Out of a
gate near where they were in the Sheep House, As to the Exact Number of fat or thin Sheep
I could not Exactly Say as they would sometimes go Out in bunches, So I could not give an
Exact Count but my best Opinion is that there were about three Hundred and Eighty or
Ninety fat or thin, Ques 6th Have you the means of knowing what was the Condition of those Sheep
Selected by you on the 19th of March 1866 if So State what was their Condition as to flesh and all you
know about them, As to whether they were Ewes, or thin or both, Ans I have the means of know-
ing by seeing & handling them, Those Sheep which I Select as fat Sheep were in good condition
and such Sheep as I Considered would Breed Good Mutton, they were all or thin, Some of them
were very fat or thin and some not so fat but taking them all together I Considered them fat
Sheep, Ques 7 Do you recollect the State of the Weather on the 19th of March 1866, If So
State what it was, Ans I do, it was Snowy Cold & Frozen until about 10 o'clock A.M. when
the Sun came Out & it began to thaw about the middle of the afternoon it again clouded
up & remained So until Evening, it did not rain during the day Ques 8th Were you spoken
to by the Plaintiffs or either of them to Select the fat or thin Sheep on the T. H. Miller Farm, If So
when Ans I was Spoken to by Thomas Miller to hold myself in readiness to Select the

Deposition of Wm. McPherson

Sworn Decem
Ans. Ques 1st
Forty Seven
Corresp
Ques 2d
Ans. I
Many Sheep
a Fly
Pen at
the Sheep
remove
Ans, By
of a poor
that I
could not
Ham, Ans,
All, Ans,
Selecting
pen I
What is
I On
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intimate
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1866 & I
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Miller &
between
Any time
4th Fourth
Have no
in the lot,
Evening
Made Com
I Com
The Com
Come to
said lot
time
of Drew
Shaw of
Andrew

Thyrein Cramer proved that Mr Fincham could not be gotten, His only impression that it was on the same Evening On which Mr Plimpton was there, but it was not later than Saturday Evening which was On the 10th of March 1866 Ques 3d State what you know about the Seven Ships Ans I Selected Forty Seven which belonged to Messrs Thomas Miller, They were all good fat wether Sheep (Except two which were Ewes) Brought Ex Americus By Defendants Counsel

Scott Ques 4th What time of the day did you Commence the Selection of the Sheep on the Middle Ferry
Ans, It was pretty Early in the Morning, probably about 8 Oclock A M, Ques 5th How Many Sheep were seen at in the Shed from which you Selected, Ans, Could not tell pretty Correctly, There were at least 600 - Over 500 Considerably, They were not all Put in at One Time but from time to time about 100 or a little Over, Ques 6th How large was the Shed into which you drove the Sheep for Selection, Ans, About 40 or 50 feet long & 20 or 25 feet wide, Ques 7, Did you remove the fat Sheep as you Selected them, Ans Yes Sir, Ques 8, How did you Select them Ans, By Catching & Examining them & telling them to go in the Flock, When I got hold of a Sheep on the North Side of the Shed, Ques 9th Did you handle all of the Sheep, Ans, Could not tell that I did, I Required to handle all of them, Upon that I got hold of Some more than Once, but Could not Say that I Handled all of them, Ques 10, What time did you go down on the Middle Ferry, Ans, I think it was after the middle of the day, Ques 11 Did you Examine the Sheep all, Ans, I believe I did, Ques 12th What did Mr Miller tell you when he Spoke to you about Selecting the Sheep, Ans, He told me he Required me to hold myself in readiness to select

Mr Fincham Could Not be gotten, Copy of John H McPherson's Deposition

Depn of McPherson

Ques 1st What is your business & Where do you transact your business & How long have you been engaged in it, Ans, My business is Sheep Broker, I carried on for upwards of Eight years at Hudson City New Jersey and in New York City, 2d Question Have you any acquaintance with B. F. Miller and Thomas Miller of Ohio & Either of them, Answer With B. F. Miller, I am acquainted, 3d Question, Did you See or Examine a lot of Sheep at the Yards which they brought on from Ohio to New York City for Market about the last of March 1866 or April 1st 1866, If yea will you State the Number or about the Number in the lot - what Number were good fat Sheep, Ans Yes, I Examined a lot of Sheep Said to belong to B. F. Miller of Ohio During the Month of March or April 1866, Cant State Which Month, there were between Five & Six Hundred in Number and one or two Hundred of them good fat Sheep (my impression is they were Mostly Wethers (Castrated) and Supposed on the 6th day) 4th Question Was Thomas Miller interested in this lot of Sheep, Answer, I cannot tell I have no knowledge in regard to it Ques 5 Can you give the Exact Number of Sheep in the lot, if yea, What was the Number, Answer, Five Hundred and forty & odd - Owning on Our Books, Ques 6th To whom were the Sheep Sold and by whom were the Same Made and What Sum of Money did they bring, Answer, They were Sold to John O'Connell & P. Riley, The Sales were made by me - weight of Sheep was 45 916 The Amount of Money Sold for $3488.80 7th Ques Did Either One B. F. Miller come to the City of New York Or One Thomas Miller if yea, Which of them with Said lot of Sheep, Ans I have not well, One of Seven Either of them at that time 8th Question by Same, In whose Charge did the Said Sheep come to the City of New York, Answer I think it was a man calling himself Mark Lowhead Charge of them Ques 9, How many did he inform you he had Seen on the way Answer Do not remember of his Stating that any had died

J. H. McPherson

Ordered to Take Randall Clerk

Henderson & Scott
vs.
O. Wells

Be it remembered that on the 29th day of October A.D. 1867 the following Petition was filed in the Clerk's office of said Court which is in the words and figures following to wit

O. McScott and Robt Henderson doing business under the firm name of Henderson and Scott

vs.

O. Lander Wells

Petition

The Plaintiffs say this action is founded upon two promissory Notes hereto attached for the sum and the amount of Money Only of which the following is a true copy with the Date and Amount thereof

Marysville Ohio April 3d 1867

Sixty days after date for Value received We or either of us promise to pay Henderson & Scott or bearer Forty Six dollars with Six per cent interest from date if not paid at maturity until paid, and We hereby dispense with demand of Payment, protest and notice of non payment of this Note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio or Elsewhere and waiving the issuing and service of Process and confess Judgment against us or either of us in favor of the Holder or Holders of this Note for the amount of said Note and interest on the same at the rate of Six per cent per annum after the same shall become due together with Costs of Suit, and release all Errors and Rights of Error, and waive the Stay of Execution, and all rights of appeal in this behalf

Witness Our Hands and Seal
this 3d day of April 1867 $ 46.00

O. Wells (Seal)

Note Due

Marysville Ohio June 3d 1867

Thirty days after date for Value received I promise to pay Henderson Scott or bearer Sixteen Dollars for two Horse Flows with Six per cent interest from date if not paid at maturity until paid, and hereby dispense with demand of Payment, protest and notice of non payment of this Note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio or Elsewhere and waiving the issuing and Service of Process and confess Judgment against us or either of us in favor of the Holder or Holders of this Note, for the amount of said Note and interest on the same at the rate of Six per cent per annum after the same shall become due together with Costs of Suit, and release all Errors and Rights of Error, and waiving the Stay of Execution, and all right of appeal in this behalf. Witness My hand and Seal this 3d day of June 1867

$ 17.00

O. Wells (Seal)

To credit on the above described Note, Then is due the Plaintiff from the Defendant O. Wells ($63.00) Sixty three Dollars with interest on Forty Six Dollars from April 3d 1867, and also on Seventeen Dollars from June 3d 1867, Wherefore the Plaintiffs ask Judgment against the defendant O. Wells for Sixty three Dollars, and interest on Forty six from April 3d 1867, and interest on Seventeen Dollars from June 3d 1867

Porter and Sterling Attys for Plaintiffs

State of Ohio Union County ss. I O. M. Scott On Oath Say I am one of the Plaintiffs in the above Suit, and that the Facts set forth and allegations made in the foregoing Petition are true as I believe

O. M. Scott

Sworn to by O. M. Scott before me and signed by him in my presence this 29th day of October 1867

Faber A and all Clerks

And thereupon the following Answer of P. Block Attorney was filed with the Clerk of said Court which reads as follows to Wit

Robert Henderson and D. M. Scott Partners doing Business under the firm name of Henderson & Scott Plaintiffs } In the Court of Common Pleas Union County Ohio

Orlando Wells Defendant } Answer in Judgment

This day came Orlando Wells by P. Block his Attorney & by leave of this Court who appears in Open Court in behalf of the said Orlando Wells by virtue of a Warrant of Attorney for that purpose Executed and now produced to the Court and duly proved, waives the issuing and Service of Summons and admits the allegations of the petition of Plaintiffs to be true, and confesses that he Orlando Wells owes to the Plaintiffs said Sum of Sixty three Dollars, with interest on Sixty Six dollars from April 3d 1867 also interest on Seventeen dollars from June 3d 1867. P. Block Atty by virtue of a Warrant of Atty &c.

And afterwards to Wit on the First day of November A.D. following Entry was made in the Journal of said Court of which it reads in the words and figures following viz:

Robert Henderson and D. M. Scott Partners doing Business under the firm name of Henderson & Scott Plaintiffs } In the Court of Common Pleas Union County Ohio

Orlando Wells Defendant

And Now Come the said Henderson & Scott by their Attorneys and file their Petition against the said Orlando Wells and thereupon P. Block one of the Attorneys of this Court who appears in Open Court in behalf of the said Orlando Wells and by virtue of a Warrant of Attorney for that purpose Executed and now produced to the Court and duly proved, waives the issuing and Service of process and confesses that the said Orlando Wells does owe to the said Plaintiffs the said Sum of Sixty three Dollars and interest thereon as Plaintiffs have set forth in their Petition, It is therefore considered that the Plaintiffs do recover of the Defendant Orlando Wells the said Sum of Sixty five & 03/100 Dollars so confessed to be due and also his costs in this behalf Expended taxed at Dollars and cents

Attest Isaac Randall Clerk

Kelton Bancroft & Co } Pleas before the Hon. D. Lowe Pres. Judge at a term of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 29th day of Oct 1867

vs

P. H. Cadens

Be it remembered that on the 28th day of September A.D. 1867, the following Petition was filed with the Clerk of said Court which reads in the words and figures following to wit

Petition

Kelton Bancroft & Co Plaintiffs } In the Court of Common Pleas

vs

P. H. Cadens Defendant } Union County Ohio. Petition

The Plaintiffs say they are Partners doing business in Ohio in the firm name of "Kelton Bancroft & Co" and this action is founded on a promissory Note of Hand hereto attached, and there is due to the Plaintiffs from said Defendant thereon, the Sum of One Hundred and twenty dollars with interest from the 7th of August A.D. 1867

Wherefore Plaintiffs ask judgment against defendant for said Sum of One Hundred and twenty dollars with interest from August 7th 1867. Robinson & Robinson Attys for Plaintiffs

Copy of Note in Case 6th 1867, One day after date I promise to pay to the Order of E. Hammond & Sons One Hundred and Twenty Dollars Value Rec'd. P. H. Adams
The State of Ohio Union County ss. I. O. Robinson being duly Sworn Says he is Plaintiffs attorney in the above cause & the same is for Money Only on a Written promissory Note in his possession and he believes all the Allegations & the above Petition are true I. O. Robinson
Sworn & Subscribed in my presence this 28th of Sept 1867
Taber Blandall Clerk

Pleas

Belton Bancroft & Co. Plffs } Court of Common Pleas Union County Ohio
vs } To Sept Term Alias Summons upon the Petition in the
P. H. Adams Deft } above cause returnable according to law, Amount
Claimed $120, with interest from Aug 7th 1867
Robinson & Robinson Attys for Plaintiffs

Summons

The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to Notify P. H. Adams that he has been sued by Belton Bancroft & Co. in the Court of Common Pleas of Union County and that unless he Answer by the 26th day of October A. D. 1867 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly
You will make due return of this Summons On the 7th day of October A. D. 1867
Witness Taber Blandall Clerk of said Court and the Seal thereof at Marysville this 28th day of September A. D. 1867 Taber Blandall Clerk Ohio
Sept 30, 1867, Served by delivering to the Defendant a certified copy of this writ Oct 3 1867, Fees $2.07 B. Whelpley Sheriff

Entry

And afterwards to Wit On the 29th day of October A. D. 1867 the following Entry was made in the Journal of said Court which reads
Belton Bancroft & Co } No 443
vs
P. H. Adams } This day came the Plaintiffs and the Defendant by Default And thereupon this Cause was Submitted to the Court and thereupon the Court find for Plaintiffs, And that Sum is due them as alleged in the Petition the Sum of One Hundred and Twenty One and 60/100 Dollars It is Considered, Ordered and Adjudged that the Plaintiff do recover of Defendant said Sum of $121,60 and Costs of Suit taxed &c &c

Taber Blandall Clerk

X

William P. Needles vs Lewis Jenkins } Pleas before the Hon D. Monklin Presiding Judge at a Court of Common Pleas Began and Held at the Court House at Marysville Within and for the County of Union in the State of Ohio On the 24th day of June A.D. 1866 - - -

Be it remembered On the 13th day of June A.D. 1867 the following Petition was filed in the Clerks of said Court which Reads as follows to Wit

William P. Needles Plaintiff } In Court of Common Pleas
vs } Union County Ohio
Lewis Jenkins Defendant } Petition

Petition

The said William P. Needles Plaintiff Complains of the said Lewis Jenkins Defendant for that the said Plaintiff is the Owner and Entitled to the immediate possession of the following Goods and Chattels to Wit One bay Gelding about ten years Old, of the value of One Hundred and fifty Dollars, And that the said Defendant unlawfully detains the bay Gelding from the possession of the said Plaintiff, And has detained the same for the space of Four Days, to the Plaintiffs damage in the Sum of Ten Dollars, Wherefore the said Plaintiff prays judgment against the said Lewis Jenkins Defendant, That the said Defendant do return to the said Plaintiff the said Bay Gelding, the property of the Plaintiff, so unlawfully detained by him and for the said Sum of Ten Dollars, his damages so as aforesaid sustained by reason of said unlawful detention

M.L. Lawrence Atty for Plaintiff

The State of Ohio Union County ss, William P. Needles Plaintiff being Sworn Says that the Several Statements made and Allegations contained in the foregoing Petition are true as he verily believes Wm P. Needles
Sworn to by William P. Needles Plaintiff before me, and Signed by him in my presence this 13th day of June 1867 Faber Randall Clerk

William P. Needles vs Lewis Jenkins } In Union Com Pleas

Bail Bond

Mr Clerk you will issue a Summons and Order of Replevin in this Case for One Bay Gelding about Ten years Old, Endorse Summons, Plaintiff claiming One Bay Gelding and damages in the Sum of Ten Dollars for his detention
June 13th 1867
M.L. Lawrence Atty for Plaintiff

Came then on the following Affidavit was filed with the Clerk of said Court viz

Affidavit in Replevin
in Union Com Pleas Court

William P. Needles Plaintiff vs Lewis Jenkins Defendant

The said William P. Needles being duly Sworn deposeth and Saith that he has Commenced an action in the Court of Common Pleas of said County of Union Ohio against the said Lewis Jenkins to recover the possession of the following described Personal Property to Wit One Bay Gelding about Ten years Old, and that the said Plaintiff is the Owner of the said Bay Gelding and Entitled to the immediate possession of the same, and that said Bay Gelding, and that the Goods and Chattels of the Plaintiff is wrongfully detained from him by the said Defendant, and that said Goods and Chattels were not taken in Execution on any Order or judgment against said Plaintiff, or for the payment of any tax fine or Amercement assessed against him or by virtue of any Order of delivery issued under the Chapter of the Code of Civil Procedure providing for the possession of property or on any mesne or final process issued against the said Plaintiff, And further deponent saith not
Wm P. Needles Sworn to by Wm P. Needles before me and Signed by him in my presence this 13th day of June 1867 Faber Randall Clerk

Summons

Issued on the 13th day of June A.D. 1867 the following Writ of Summons was issued by the Clerk of said Court which with the Endorsement thereon by the Sheriff is as follows
The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Summon Lewis Jenkins that he may be and appear before William P. Needles in the Court of Common Pleas of Union County and that Judgment be given by the 13th day of July A.D. 1867 on Petition of the Plaintiff filed against him in the Clerks Office of said Court Such Petition will be taken as true and Judgment rendered accordingly. How will you make due return of this Summons On the 27th day of June A.D. 1867 Before Tabor Randall Clerk of said Court
Issued the Seal thereof at Marysville this 13th day of June A.D. 1867 Tabor Randall Clerk C.C.P.
Received June 13th 1867, Served June 25th 1867 by delivering to the Defendant a certified copy of this writ Fees .87
B.B. Shelley Sheriff

Sheriffs Return

Order of Delivery

And On the 12th day of June A.D. 1867 the following Order of Delivery was issued by the Clerk of said Court which reads
The State of Ohio Union County Court of Common Pleas
William P. Needles Plaintiff
vs
Lewis Jenkins Defendant
To the Sheriff of Union County Greeting
You are Commanded to take the following property to Wit One Bay Colt being three about ten years Old from the Possession of the Defendant Lewis Jenkins and deliver the same to the Plaintiff William P. Needles or his Agent giving the Undertaking required by law. How Will make due return of this Order On the 12th day of June A.D. 1867 Witness my hand and the Seal of said Court at Marysville this the 13th day of June A.D. 1867 Tabor Randall Clerk
The following return of said Sheriff was duly Endorsed on said Order of Delivery
Rec'd this Oct 13th 1867, The within described property not found in my County
Delivered to the Defendant a certified Copy of this writ 22 June A.D. 1867
B.B. Shelley Sheriff
Fees .87

Sheriffs Return

Clerks Return

Clerks Entry of Issuance to Writ On the 26th day of June A.D. 1867 the following Summons of Lewis Jenkins was filed in the Clerks Office of said Court which reads as follows to Wit
Wm P. Needles Plaintiff
vs
Lewis Jenkins Defendant
Court of Common Pleas Union County Ohio
Answer
The said Defendant coming and for answer to the Plaintiffs Petition says he admits he is in possession of said three Sub-dominy Land & all of the other allegations of said petition and claims Ownership of the Property himself
Robinson & Robinson Attys for Defr
The State of Ohio Union County ss. I Lewis Jenkins Defr being duly Sworn do say I believe the several allegations of the foregoing Answer are true
L. Jenkins
Sworn to before me and Signed in my presence by Lewis Jenkins June 26th 1867
Tabor Randall Clerk

Answer

Entry

And afterwards to Wit On the 29th day of October A.D. 1867 the following Entry was made in the Journal of said Court which reads as follows to Wit
Wm P. Needles
vs
Lewis Jenkins
On application of Defendant this Cause is continued at Defendants Costs and it is adjudged that Plaintiff recover of Defendant the Costs of this Term of Court taxed at $
And On the 4th day of February A.D. 1868 the following Entry was made in the Journal of said Court of Common Pleas of Union County Ohio which reads as follows to wit

Entry

Entry

Wm P. Needles
vs
Lewis Jenkins
Court of Common Pleas Union County Ohio
Entry
On the Journal of said
in this Cause
ement of this action
premises

Entry

Wm P. Rendles vs Lewis Jenkins } This day came the parties by their Attorneys and thereupon came a Jury to wit Uriah Lakin, Addison Lee, Nathan Howard, Asa Holbrook, Samuel Gamble, John F. Winters, Sylvester Ford, Wm H. Barton, Elihu Fox, Anthony Morris, Reynolds Lewis and L. Mc Fairbanks and Matthew Engel, Duly Sworn who being Empanelled and Sworn the Truth to Speak upon the issue joined between the parties upon their Oaths do say they find for the Defendant. It is therefore Considered Ordered and Adjudged by the Court that the Defendant do recover of the Plaintiff his Costs herein Expended taxed at $

Bond & Entry

And afterwards to wit On the 15th day of February A.D. 1868 the following Second Trial Bond was filed in the Clerk of said Court which reads as follows to wit

Know all Men by these Presents that We Wm P. Rendles Uriah Lawrence & Samuel M. Compton are held and firmly bound unto Lewis Jenkins in the Penal Sum of One Hundred Dollars the Payment of which well and truly to be made we do hereby jointly and severally bind Ourselves, Our Heirs, Executors and Administrators, Sealed with Our Seals and dated this Fifteenth day of February A.D. 1868. The Condition of the above obligation is such that Whereas William P. Rendles has Entered on the Records of the Court of Common Pleas within and for the County of Union in the State of Ohio at the February Term thereof A.D. 1868 Notice of his demand for a Second Trial in the case of William P. Rendles vs Lewis Jenkins according to the Statute in such case made and provided which said demand was allowed by the Court. And the Court having fixed the Amount of the Undertaking to be given in this case at the Sum of One Hundred Dollars Now if the said William P. Rendles shall abide and perform the Order and Judgment of said Court of Common Pleas and shall pay all Moneys Cost and damages which may be legally Or awarded against him Consequent upon such Second Trial then this obligation shall be void, Otherwise in full force and virtue in Law.

Wm P. Rendles Seal By M. Lawrence Its Atty Seal M. Lawrence Seal Saml M. Compton Seal

Test Jno Rendall Clerk

And afterwards to wit On the 15th day of February A.D. 1868 the following Entry was made in the Journal of said Court which reads in the words and figures following to wit

Wm P. Rendles vs Lewis Jenkins } This day came the Parties by their Attorneys, and thereupon came a Jury to wit, Paschal Sprain, Bolivar Hays, W. F. McPennington, Wm McDarbenow, A. G. Boring, Joseph Moore, A. Ferguson, Michael Fogle, Aquilla Evans, B. Hedemont, J. C. Rice, B. W. Keyes, Wm R. Pyne, Silas Timmons who being duly Empanelled and Sworn the Truth to Speak upon the issue joined between the Parties upon their Oaths do say that the right of property in and to the said goods and chattels, and the right of possession to the same was at the Commencement of this action in the said Plaintiff, and they do assess the damages of the said Plaintiff by reason of the premises to One Hundred and ($100 45/100) Dollars and Forty Five Cents. It is therefore Considered, Ordered, and Adjudged by the Court that the Plaintiff recover of the Defendant the said Sum of One Hundred dollars and Forty Five Cents ($100 45/100) his damages so as aforesaid assessed and also his Costs herein Expended taxed at $

Entry

Afterwards to wit on the 24th day of June 1868 the following Entry was made on the Journal of said Court which reads as follows Wm P. Rendles vs. Lewis Jenkins. This day came on this cause for hearing on the motion of defendant to enter judgment in this cause so as to strike out the judgment for costs for the reason that the judgment was for $100.45 damages which was less than $100 damages and that from the commencement of this action, on which account the defendant claimed that no judgment for costs should have been rendered. Whereupon the Court being fully advised in the premises do overrule said motion to which ruling & judgment the defendant excepted

Attest Jno Rendall Clerk

D Sullivant
vs
Stephen Benham et al

Plff's Petition Stephen Benham & Robert Dillon Rec'd day & date at a Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 9th day of November A.D. 1867

Petition

Be it remembered on the 4th day of September A.D. 1867 the following Petition was filed and the Clerk of said Court which reads as follows to wit

D Sullivant Plaintiff
vs
Stephen Benham Robt Dillon and E Hammond Defendants

Court of Common Pleas
Union County Ohio
Petition

The said Plaintiff D Sullivant says that as assignee thereto is due to him from the said Stephen Benham on the note & Mortgage of which is sued to attach upon the sum of Twenty nine & 80/100 Dollars with interest thereon since March 30, 1866 & therefore asks judgment for that sum & costs, The said Defendant Stephen Benham on the 6th of November 1865 Executed and delivered to Robt Dillon his Mortgage deed conveying to him in fee simple the following real Estate situate in the said County of Union State of Ohio to wit the West half of the Lot 16 in Marion and the undivided one half of the E. half of Home Lot one E Hammond owns the remainder thereof - Said Mortgage is recorded duly in Book No 5 Page 423 of Union Co Records - Said Mortgage deed was given to secure the payment of the said note of Two Hundred Dollars due April 1st 1866 with interest from Nov 6th 1866 and another note to said Dillon of One Hundred Dollars due April 1st 1867 with interest from Nov 6th 1866, and there is a balance of Twenty nine & 80/100 Dollars with interest from March 30, 1866 due thereon on said 200 note and said note of $200 was duly assigned to Plaintiff & is owned by him and Defendant Said Benham the Sum of One hundred & Seventy five Dollars the 30th of March 1866, The said Mortgage is now absolute subject to the Defendants right to redeem by payment of said notes, Therefore Plaintiff asks a decree against Stephen Benham for the amount due and an Order of Sale of said premises to pay the same

Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County ss. I. F. W. Robinson One of the Attorneys of the Plaintiff being duly Sworn do depose and say the Plaintiff is a non resident of & now absent from said County of Union & this action is on a note in my possession for collection for money only and believe the several allegations of said Petition are true F. W. Robinson

Sworn to before me & Signed in my presence this 19th of September 1867

Taber Randall Clerk

Subpoena

Issue & Endorse - Suit on Note & Mortgage for $298 & interest from the 30th of March 1867

F W Robinson

And on the 27th day of September A.D. 1867 the following writ of Summons was issued by the Clerk of said Court which is with the return of the Sheriff duly endorsed thereon to wit

Summons

The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to notify Stephen Benham, Robt Dillon & E Hammond that they have been sued by D Sullivant in the Court of Common Pleas of Union County & that unless they answer by the 26th day of October A.D. 1867 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly

You will make due return of this Summons on the 7th day of October A.D. 1867

Writs Taken Randall Clerk of said Court and the Seal thereof at Marysville this 27th day September A.D. 1867 Taken Randall Clerk &c.

Sept. 28 Issued this writ Sept. 27, 1867, Served Oct. 3d 1867 by delivering to each of the Defendants a certified copy of this writ Fees $3.43 D. B. Whelpley Sheriff

Return Cost of Service $3.43

Entry And afterwards to wit On the 9th day of November A.D. 1867 the following Entry was made in the Journal of said Court which reads in the words and figures following to wit

L. Sullivant vs. Stephen Burbank Estate

This day came the Plaintiff and the Defendants by their Counsel and thereupon the Court doth find that there is a balance of Ninety two Dollars due Plaintiff from the Defendant Stephen Burbank on the Note and Mortgage set forth in Plaintiff's Petition. It is therefore Considered Ordered and Adjudged that Plaintiff recover of said Stephen Burbank said Sum of Ninety two Dollars and Six Cents Together with Costs of suit and that Execution issue for the Collection of the Same for ten days after which time the Sheriff of this County is hereby Commanded to Advertise and Sell as by Law provided for Sheriff Sales Upon Command and pay him the Amount found due Plaintiff by this Decree and the Residue if any to the Defendant Stephen Burbank and for Costs herein Expended taxed at $

Entry Allen Randall Clerk

Maria M. Meelching vs. D. S. Alexander et al

Petition

Where upon to wit On the 5th day of October A.D. 1867 the following Petition was filed in the Clerk's office of said Court which reads in the words and figures following to wit

Maria M. Meelching Plaintiff } In the Court of Common Pleas

vs. } Union County Ohio

D. S. Alexander and Lydia A. Alexander Defendants } Petition

The said Plaintiff says that there is due her from the Defendant Lydia Ann Alexander on the note (a Copy of which is hereto attached) the Sum of Four Hundred Dollars with interest from January 25th 1867, Upon which the Plaintiff asks judgment against the said Defendant and for said Sum of Four Hundred Dollars with interest from May 25th 1867.

Second. The said Plaintiff says the said Defendants on the 25th of January 1866 Executed and delivered to the Plaintiff their Mortgage Deed for the West Half of Lot No 151, 154 & 159, Originally Numbered 7-10 & 15 of the Village of Marysville Union County Ohio, which Mortgage was duly acknowledged and recorded in Book 5th Page 454 On the 27th of January 1866 and was given to secure the Payment of the Note a Copy of which is hereto attached, that no Part of said Note has been paid by either the said Defendants to the 25th of January 1867 and there is due the Plaintiff thereon the Sum of Four Hundred Dollars with interest from January 25th 1867, Wherefore the Plaintiff asks an Order of Sale of said premises to satisfy said Sum of Money due as aforesaid to Plaintiff and for Costs herein.

Watson & Johnson Attys for Plaintiff

State of Ohio Union County ss. I. D. Meelching being duly sworn and deposes say that I am the Plaintiff in the above named Plaintiff and the said action is for Money Only and the Written Instrument in my possession and I believe the several Allegations of the foregoing Petition to be true D. M. Meelching

Sworn to before me and signed in my presence this 5th of Oct 1867

Homer G. Smith Probate Judge

Praecipe

Issue Summons & Endorse Same On for $ 40.00 On the interest from January 25th 1867
Johnson & Johnson Attys for Plaintiff

And thereupon the following entry of Summons was issued by the Clerk of said Court which is ready by following to Wit

The State of Ohio Union County ss To the Sheriff of Logan County
You are Commanded to Certify D. Allen and Adeline A. Alexander
That they have been Sued by Samuel McClelland in the Court of Common Pleas
of Union County Ohio and that Unless they appear by the 2nd day of
November A.D. 1867 the Petition of the said Plaintiff against them filed in the Clerks
Office of said Court, Such Petition will be taken as true and judgment pendent
accordingly. You will make Due return of this Summons On the 4th day of Oct
ober A.D. 1867 Given under my hand and Seal of said Court at the Last Term Aforesaid
this 5th Day of October A.D. 1867 Allen Randall Clerk

Sheriffs Return, Rec'd this 3rd Oct. 7, 1867 Served Oct 4th 67 by delivering to Each
of the Defendants a certified Copy of This Writ Fee $ 1.53
D. B. Stinchfield Sheriff

Afterwards to Wit On the 4th day of November A.D. 1867 the following Entry was
Made in the Journal of said Court to Wit Term

Marvin M. Marlatt
vs
D. Allen Adeline A. Alexander

No 4445

This day came the Plaintiff but the Defendants made
Default. Thereupon this Cause was submitted to the Court
And upon the Cause Coming for the Plaintiff and that they are Justly Indebted
unto in Damages and Costs alleged against them the Sum of Four Hundred and Eighteen
Dollars. It is therefore Considered, Ordered and Adjudged that the Plaintiff recover
of Defendants said Sum of $ 418, and Costs herein Expended taxed at $
And it is further Ordered that of Defendants Land for Sale by the Sheriff of said County Commanding
him to Sell the Property in said Petition described according to law and pay the Costs
Costs herein.

Allen Randall Clerk

John Ewing
vs
Samuel Patch

Plea before Hon. R. Hamilton Presiding Judge
at a Court of Common Pleas began and held at the
Court House in Marysville within and for the County of
Union in the State of Ohio on the 6th day of November 1867

Petition

Be it remembered On the 28th day of August 1867 the following Petition was filed with the Clerk of said Court which reads in the words and figures following
John Ewing Plaintiff
against
Samuel Patch Defendant
Petition
The said Plaintiff says that there is due him from the Defendant aforesaid
on an account (a Copy of which is hereto attached) the Sum of One Hundred & twenty
Eight Dollars with interest from Oct 1, 1866 & therefore Plaintiff asks judgment
against said Defendant for said Sum of $ 128 & interest
2d Also that Plaintiff is Surety for said Samuel Patch for rent on the farm on which his
family is now living in the Sum of One Hundred and Sixty two Dollars
3d The said Plaintiff further says that the said Samuel Patch as principal & the

Plaintiff
Dollars
Plaintiff
25th 1867
and the
Jacob
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Endorsed
25th 1867

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Aug. 186

Praecipe

Clerk of
John Ew

Samuel

Affidavit

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John Ew
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Witness

Plaintiff as his Surety Signed a Promissory Note Payable to James Thompson for One Hundred Dollars due about the 25th of Feby February 1867 On which Note is now due & unpaid & said Plaintiff is liable to Pay the Same as Said Surety On which interest since February 25th 1867 4th The Said Plaintiff further says the Said Samuel Patch as principal And the Plaintiff as his Surety Signed a Note of Twenty Four Dollars payable to Jacob D Weaver And due the 28th day of July 1867, Which Note is now due & unpaid And the Plaintiff is liable to Pay the Same & the interest from July 28th 1867 as Surety as aforesaid, Wherefore Plaintiff asks Judgment against Said Defendant that he indemnify the Plaintiff in Said Sum of One Hundred Dollars with interest from Feby 25th 1867 And in the Sum of Twenty Four Dollars with interest from July 28th 1867

Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County ss, John Ruling Plaintiff being duly Sworn do depose and Say the Several Allegations of the above petition are all true in Substance And in Fact as I believe

John Ruling

Sworn to before me & Signed in my presence by John Ruling Plaintiff this 28th day of Aug, 1867

Taber Randall Clerk

Garnishee and Attachment; Issue Summons & Endorse Said Sum $28. on Which interest from Oct, 1, 1866 $7.00, on Which int, from Feb, 25th 1867 $1.24, on Which int, from July 25th 67 Pracipe

Robinson & Robinson

Filed Aug 28 1867

And Thereupon the following Affidavit And Bond were filed with the Clerk of Said Court Which Are

John Ruling Plaintiff } In Court of Common Pleas
vs } Union County
Samuel Patch Defendant } Affidavit

Affidt

The State of Ohio John John Ruling Plaintiff makes Oath That he has Commenced a Civil Action in the Court of Common Pleas of Union County Ohio Wherein He Seeks to Recover against Samuel Patch Defendant to Recover One Hundred & Twenty Eight Dollars Balance due on Acct, With interest from Oct 1st 1866, And for One Hundred and - Less On the interest from Feby 25th 1867 On Note Given by Samuel Patch as Principal & John Ruling as his Surety to James Thompson And for Twenty Four Dollars And interest from July 28th 1867 On Note Given by Plaintiff as Surety for Defendant to Wm Weaver That Said Claims are all just And he Ought As he believes to Recover Judgment Thereon for Said Sum of One Hundred And Twenty Eight Dollars With interest from Oct 1 1866 And for One Hundred Dollars With interest from Feby 1 1867 And for Twenty Four Dollars With interest from July 28 1867 - That Said Samuel Patch has absconded from the State of Ohio With the intent to defraud his Creditors And is not found in any - dent of the State of Ohio, Also That Calvin Allen is indebted to the Said Samuel Patch in the Sum of about Seventy five Dollars John Ruling

Sworn to before me and Signed in my presence this 28th of Aug 1867

Taber Randall Clerk

Bond, Know all men That We } do Hereby Undertake to Samuel Patch in the Sum of Three Hundred Dol
John Ruling & - } lars to the Payment of Which We bind Ourselves and Our Administrators -
The Condition of the above is That Whereas the Said Ruling hath taken Out a Writ of Attachment Against Said Patch in a certain Civil Action in the Court of Common Pleas of Union County Ohio, Now if Said Ruling Shall pay all damages Which Said Patch may Sustain By reason thereof if Said Order be wrongfully obtained then the Said Undertaking to be void - but Otherwise to remain in full force in law.

Witness Our hands & Seals this 28th of Aug 1867 John Ruling & L. P. Robinson

Approved Aug 28 1867 Taber Randall Clerk

Affy On And 28th day of August A.D 1867 the following Writ of Attachment was issued by the Clerk of said Court with the Endorsement thereon for the Sheriff's guidance & follows
The State of Ohio Clinton County SS, To the Sheriff of Clinton County You are commanded to Attach by Samuel Patch that he have & be Summoned by John Pauling in the Court of Common Pleas of Clinton County Ohio that unless he Answer by the 28th day of September A.D 1867 the Petition of the said Plaintiff Copies of which filed in the Clerks Office of said Court Such Petition & Affidavit accompanies & are hereby delivered to you, You are commanded to return the Summons on the 28th day of September A.D 1867, Witness Taber Randall Clerk of said Court and the Seal thereof at Wilmington this 28th day of August A.D 1867
Taber Randall Clerk Clin. C.P.

Sheff's Return
Aug 28 1867, Served by leaving at the Defendants place of residence a Certified Copy of this Writ Fees $ 1.75 D.R. Whallsby Sheriff

Order of Attachment
And the forgoing Order of Attachment was issued by the Clerk of said Court on the said 28th day of August A.D 1867 which reads as follows to wit
The State of Ohio Clinton County SS, Court of Common Pleas
John Pauling Vs Samuel Patch — To the Sheriff of the County of Clinton, You are commanded to Attach & Safely Keep the Lands, Tenements, Goods, Chattels, Stocks & Interest in Stocks, Rights, Credits, Moneys, And Effects of the Defendant Samuel Patch not Exempt by Law from being Applied to the Payment of the claim of the Plaintiff John Pauling or So much thereof as will Satisfy his claim for Two Hundred and Fifty two Dollars and Forty Dollars the probable Costs of this Action, You will also Notify Calvin Allen that he has been Sued as Garnishee in this Action and that he be and appear before our said Court On the 28th day of October next to Make Answer touching On or before all Questions that may be Put to him touching the property of Every Description and Credits of the Defendant in his Possession or Control and all Amounts Owing by him to the Defendant at the time he was Served, You will Make due Return of this Order On the 9th day of September A.D 1867, Witness my Hand and Seal of said Court at Wilmington this 28th day of August A.D 1867, Taber Randall Clerk of the Court of Common Pleas Clinton County
The following is the Endorsement of the Sheriff upon the above Order
Received this 28th Aug 28th 1867, One Goods or Chattels, Lands & Tenements found or known to levy on
Attachment, Served Calvin Allen by delivering to him a certified Copy of this writ
Sept 3d 1867 Fees $ 3.67 D.R. Whallsby Sheriff

Order of Attachment
The following Order of Attachment was also issued by the Clerk of said Court on the said 28th day of August A.D 1867, which with the return of the Sheriff upon said Order duly Endorsed reads in the words and figures following
The State of Ohio Clinton County SS, Court of Common Pleas
John Pauling Vs Samuel Patch, To the Sheriff of the County of Madison
You are Commanded to Attach and Safely Keep the Lands, Tenements, Goods, Chattels, Stocks & Interest in Stocks, Rights, Credits, Moneys, And Effects of the Defendant Samuel Patch not Exempt by Law from being Applied to the Payment of the claim of the Plaintiff John Pauling or So much thereof as will Satisfy his claim for Two Hundred and Fifty two Dollars and Forty Dollars the probable Costs of this Action, You will Make Due return of this Order on the 9th day of September A.D 1867, Witness my Hand and Seal of said Court at Wilmington this 28th day of August A.D 1867, Taber Randall Clerk of the Court of Common Pleas Clinton County

Sheff's Return
3d day of September 1867 received this Writ, 6th day of September A.D 1867, Have this day attached in the hands of Abraham Smith and Charles Butts two Freeholders of Madison County the following Goods and Chattels to wit Contained in Schedule Annexed & hereunto attached belonging to the Said Samuel Patch and Have Summoned the Same to be & appear according

to Law by said Execution and on the 4th day of Oct A.D. at the hour of 2 P.M. and have the same in my possession at this writ returned by Mail Sept. 27th 1867, I left a copy of this writ on the premises Fee $ 12.76

B. H. Lewis Sheriff Madison County Ohio

Came on hand the following Entry to wit in the words and figures following to wit

John Ruling }
vs. } Court of Common Pleas Union County Ohio
Samuel Patch }

Entry — Order of Sale

On Motion of Plaintiff it appearing by proof that the property seized in attachment in this case is mostly of a perishable nature and from the cost of keeping the remainder thereof it will be for the benefit of the parties to this action that said property be sold without delay, It is therefore Ordered that the Clerk of said Court issue an Order to the Sheriff commanding him to advertise and sell said property as upon Execution, and that he proceed therein as by law provided. Return to the next Term of this Court

Done in Vacation at Academy Shelby Co. O. Sept 19 1867

J. S. Conklin
Judge C.C.C.P.

To Clerk C.C.C.P.
Marysville O.

Came on the 25th day of September A.D. 1867 the following Order of Sale of personal property was issued by the Clerk of said Court which is in words and figures following to wit

Order of Sale — The State of Ohio Union County ss. To the Sheriff of Madison County Greeting

P. & Papers — You are commanded to Expose to Sale those Goods and Chattels of Samuel Patch to wit One Double Plow, One Sow and four Pigs, One Double Shovel Plow, All the interest of Samuel Patch in One Partnership Brown Mare, about 12 years Old, Owned by Samuel Patch and Henry Ruling, One Corn Planter, One Shovel Plow, All the interest of Samuel Patch in 3/4 Crop of Partnership Corn Owned by Samuel Patch and Henry Ruling, All the interest of Samuel Patch in Six Stacks of Partnership Hay Owned by Samuel Patch and Henry Ruling

In pursuance of an Order lately made by the Court of Common Pleas in and for Union County Ohio in a Cause in said Court Pending Wherein John Ruling is Plaintiff & Samuel Patch defendant, according to the Statute in such Case made and provided and in like manner as is the like property when taken and Sold on Execution by the Sheriff, and that you Make due return of this writ according to law, Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 25th day of September A.D. 1867

(Seal) Taber Randall Clerk

Return of Sheriff — Said Order of Sale is Endorsed by the Sheriff as follows to wit; 28th day of September A.D. 1867, Received this writ, State of Ohio Madison County ss. Pursuant to the Command of the within Order of Sale I advertised the within Goods and Chattels for more than ten days in the "Madison County Ohioan" a Newspaper Published in said County of Madison and in general Circulation therein, that I would sell the same at Public Auction for Cash On 21st day of October A.D. 1867, and on said day & at the time & place mentioned in said advertisement I sold the same for the Sum of $ 481 00, Fees, Sheriffs Fee $ 19.17 Brok. Fee $ 4.00, Keeping property $ 7.00, Crying Sale 42.40 $ 74.57

London Ohio

B. H. Lewis Sheriff Madison County Ohio

Affidavit to writ On the 28th day of Oct A.D. 1867 the following Answer of Calvin D. Allen Garnishee was filed with the Clerk of said Court in his office to wit

The State of Ohio Union County ss. — I Calvin D. Allen of Union County Ohio do make Solemn Oath that on or about the 17th day of February 1867 I gave to Samuel Patch my due Bill for Seventy dollars for a Wagon Sold by him to me for that Sum, That I have not paid any part of the due Bill, There was an Understanding or agreement

between us at the time that I should not be called on for the Money until I received my Government Bounty — I have not received the Bounty yet — The Note was drawn due & was dated the 11th of February 1867, This is all I Owe Samuel Patch — Calvin D Allen
Sworn to & Subscribed before me this 28th of Oct, 1867, Taber Randall Clerk
Upon On the 6th day of November A.D 1867 the following Entry was made in the Journal of said Court which reads as follows to wit

John Boling
vs
Samuel Patch

This day came the Plaintiff and made due Proof of Service of Notice on said Defendant and thereupon this Cause was Submitted to the Court, And thereupon the Court finding the Allegations of the Petition to be true do Consider Order & adjudge that the Plaintiff Recover of the Defendant the Sum of Four Hundred And Twenty Seven Dollars and his Costs herein Expended taxed to $ — And it appearing that certain personal property attached in this Case by the Sheriff under an Order heretofore made herein, and that Calvin D Allen who was Served with the process as Garnishee has Answered that he doth owe said defendant the Sum of Seventy Dollars by due bill, It is therefore, Considered Ordered and Adjudged that said Calvin D Allen pay said Sum of Seventy Dollars on demand with interest and in default thereof that Execution issue therefor, And that Sheriff of this County proceed to sell the property of said Defendant or so much thereof as may be necessary to be applied in Satisfaction of said Judgment

Attest Taber Randall Clerk

Samuel C. Brake
vs
Joseph Beach

Plea before the Hon D Mountjoy Presiding Judge at a Court of Common Pleas Begun and Held at the Court House in Marysville in and for the County of Union in the State of Ohio on the 9th day of November A. D 1867

Petition

Be it remembered that On the 17th day of March 1867 the following Petition was filed with the Clerk of said Court which reads

Samuel C. Brake Plaintiff — Court of Common Pleas
Against
Joseph Beach Defendant — Petition

Union County Ohio

The Said Samuel C. Brake of Union County Ohio complains that he is the Owner in fee Simple of the undivided One half of the following Real Estate in Union County Ohio to wit Lots Nos. 12 26 & 28 and the No of the Lot Cloy of the Village of Marysville Plan of said Union County Ohio and in Survey No 2991 reference being had to the plat of said Village of Plank Jost The said Joseph Beach owns the One undivided half of said Real Estate, The Plaintiff is Entitled to hold his Share of said Real Estate in Severalty and therefore asks an Order of Partition of the Same

Robinson and Robinson Attys for Plff

State of Ohio Union County ss I Samuel C. Brake Plaintiff being duly Sworn deposes & Says the Several Allegations of the foregoing Petition are true

S. C. Brake

Sworn to before me and Signed in my presence by Samuel C. Brake Plaintiff This 17th of March 1867

Taber Randall Clerk

Sum Summons & Endorsed Petition for Partition R & R

my Government
dated the 11th

Clerk
Journal of Said

Proof of Service
this Cause was
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Calvin T. Allen
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Partition
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Brake

Court Thereupon the following Writ of Summons was issued by the Clerk of Plaintiffs which reads
as follows to Wit, The State of Ohio Union County ss To the Sheriff of Union County
Greeting
Summons
You are Commanded to Notify Joseph Beach that he has been Sued by Samuel C.
Brake in the Court of Common Pleas of Union County and that unless he answer by
the 13th day of April A.D. 1867 the Petition of the said Plaintiff against him filed
in the Clerks Office of said Court Such Petition will be taken as true and judgment
rendered accordingly. You will Make due Return of this Summons with your doings thereon
Return
March A.D. 1867, Witness Jabez Randall Clerk of said Court and the Seal thereof
of Court at Marysville this 11th day of March A.D. 1867, Jabez Randall Clerk
The above Writ was returned Endorsed as follows, Rec'd this Writ 13th March 67
Service March 25th 67 by delivering to the Defendant a certified Copy of this Writ
Sheriffs Fees $ 1.97 A. B. Whitney Sheriff
And afterwards to Wit on the 7th day of May A.D. 1867 the following Entry was made upon
Entry
the Journal of said Court which reads
Samuel C. Brake
vs
Joseph Beach
Petition
This day Came the Plaintiff and Joseph Beach to the Satisfaction
of the Court of due Notice being Served upon Defendant of
the Pendency of this Action and the Court being fully advised in the premises do find
the allegations of the Petition as true and that the Plaintiff is Entitled to Partition as
prayed for in his Petition, It is therefore considered Ordered and Adjudged that a Writ
of Partition issue to the Sheriff of this County Commanding him that by the Oaths
of John Stewart Templeton Siggett and Elijah K. Fox he cause Partition to be
made of said real Estate as follows to Wit To the Plaintiff Samuel C. Brake the
Equal One Half part and To the said Joseph Beach the Equal One Half part
And that he return his proceedings in the premises to this Term of the Court.
Agreed On the 13th day of May A.D. 1867 the following Order of Partition was issued by the
Clerk of said Court which with the Return of the Commissioners and Plan of the
Sheriff Endorsed thereon reads as follows to Wit
Order
Part.
The State of Ohio Union County ss To the Sheriff of Union County Greeting. You
are Commanded that without delay by the Oaths of John Stewart Templeton
Siggett and Elijah Fox you cause Partition to be made of the following Real Estate
Situate in Union County Ohio to Wit Lot Nos. 12, 31 & 28 and the 7/8 of Lot No 6 of
the Village of Frankfort in said County of Union and being in Survey No 2991 Reference
being had to Plat of said Village of Frankfort among the following persons viz to the
following proportions to Wit, To the said Samuel C. Brake One Equal Half and to the
said Joseph Beach the One Equal Half — In Pursuance of an Order lately made in the
said Court of Common Pleas on this cause for said County of Union in a certain Petition
for Partition wherein Samuel C. Brake is Petitioner and Joseph Beach is Defendant
And that you proceedings in the premises you distinctly certify under your hands to the
to the said Court of Common Pleas on this and for said County of Union together with
this writ. Witness Jabez Randall Clerk of said Court of Common Pleas and the Seal
Com.
Rep.
thereof at Marysville this 13th day of May A.D. 1867 Jabez Randall Clerk
And the undersigned appraisers appointed by the Common Pleas of Union County Ohio
after being duly Sworn upon actual View of said premises do find that said property is not
Divisible and we do appraise said property as follows to Wit, Lot No 12 at Forty
Dollars, No 26 & 28 at Thirty Dollars Each and Lot No 6, at Nine Hundred and Fifty
Dollars, Given under our hands and Seals this 27th day of May A.D. 1867
John K. Stewart Seal Templeton Siggett Seal Elijah K. Fox Seal

Entry

Sheriff's Return

Order of Sale

Entry

Sheriff's Return

Proof of Publication

Entry

Sheriff's Return

Proof of Publication

Entry

Sheriff's Return

Proof of Publication

Terms, One third On the day of Sale the Balance in One and two years with interest to be secured by Mortgage on the premises. Plat No 12 obtained at $ 26 " " $ 28 " " $
7/10 Lot No 6 obtained at $ D R Hackley Sheriff

July 17 1867

The State of Ohio Union County ss. I, John H Sharar do make Oath that the Advertisement of which the Annexed is a copy was Published for Three days prior to the 17th day of August 1867 in the Marysville Tribune a News paper of General circulation in Union County Ohio and of which I am the Editor & proprietor

J H Sharar

Sworn to and Subscribed before me this 1st day of November A D 1867
Peter Randall Clerk

And afterwards to wit On the 9th day of November A D 1867 the following Entry was made of Record in the Journal of said Court which reads as follows to wit

Samuel H. Brake
vs
Joseph Beach } Partition

This day came the parties and Submitted this Cause to the Court On the Motion to Confirm the Sale herein made and thereupon the Proceedings and Sale being found in all respects regular, the Same are Hereby Confirmed and Approved, And the Sheriff of Said County is Hereby Authorized & Required to Execute and deliver to said Purchaser a Deed in Fee Simple for said Real Estate, And it is further Ordered that the Costs of this proceeding including an Attorney Fee of $ 15.00 to Robinson & Robinson and $5.00 to H Brake be first paid Out of the Proceeds of said Sale And the balance be paid One half to the Petitioner And the Other half to the Defendant Joseph Beach, And that said Plaintiff Execute and deliver to the said Defendant his Note and Mortgage for the Sum coming to him of the two deferred Payments on said Real Estate.

Attest Peter Randall Clerk

George Beecher } Pleas before the Hon D Mc Conklin Presiding Judge at a term
vs } of Common Pleas begun and held at the Court House in
William Cole } Marysville within and for the County of Union in the
State of Ohio On the 9th day of November A D 1867

Then to wit On the 13th day of August 1867 the following Petition was filed in the Clerks of said Court which is in the words and figures following

George Beecher Plaintiff } Court of Common Pleas
vs } Union County Ohio
Wm Cole Deft. } Petition

The said Plaintiff says that On the day of February 1866 the Plaintiff as Surety for the Defendant Signed and delivered to Lee Holmes their Note for Four Hundred Dollars payable to said Holmes One year after date with interest That said Beecher in Order to avoid suit Paid said Note to said Holmes who delivered to said Beecher the said Note & he now Owns the Same And there is due thereon from the Defendant to the Plaintiff the Sum of Four Hundred Dollars on the Interest from February 1867

Second. The Plaintiff says further that said Defendant was indebted to Walter Beecher in the Sum of Sixty three 70/100 Dollars On Account for Timothy Seed Sold And delivered by him to the Defendant about Sept 1866

which account was duly assigned by said Walton Beecher to said Plaintiff and there is due Plaintiff thereon from the defendant the said Sum of Sixty three & 96/100 Dollars with interest. Wherefore the Plaintiff asks judgment against the Defendant for said Sum of Four Hundred dollars with interest from February 1867 and for Sixty Three and 96/100 Dollars with interest from date.

Robinson and Robinson Attys for Plaintiff

The State of Ohio Union County ss. I George Beecher Plaintiff being duly sworn deken and say I believe the Several Statements made in the foregoing Petition are true

George Beecher

Sworn to before me and Signed in my presence by George Beecher Plaintiff this 13th of Aug 1867

Taber Randall Clerk

And thereupon the following Writ of Summons was issued by the Clerk of said Court which reads as follows to wit

The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to Certify William Cole that he was Sued by George Beecher in the Court of Common Pleas of Union County and that on the Answer by the 4th day of September A D 1867 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court and Petition will be taken as confessed judgment rendered accordingly. You will make due return of this Summons on the 26th day of August A D 1867, Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 15th day of August A D, 1867 Taber Randall Clerk &c.

Sheriffs Return

Recd, Aug 15th 1867, The Defendant William Cole Not found in my County

Sheriffs Fee $1.33

J. B. Shelpley Sheriff

And the following Order of Attachment was also issued by the Clerk of said Court on the 15th day of August A D 1867 which reads in the words and figures following to wit

Order of Attachment

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

George Beecher vs William Cole, To the Sheriff of the County of Union, You are commanded to attach and Safely Keep the Lands, Tenements, Goods, Chattels Stocks, Or interest in Stocks, Rights, Credits, Moneys and Effects of the Defendant William Cole Not Exempt by law from being taken to the Payment of the Claim of the Plaintiff George Beecher Or So much thereof as will Satisfy his Claim for $463.96/100 Cents Forty Five Dollars the Probable Costs of this action You will also Notify Coleman Pamuter and Perry Locke that they have been Summoned as Garnishees in this action, and that they be and Appear before Our said Court On the 28th day of October next to make answer under Oath to all Questions that may be put to them touching the property Money Credits and Effects of the Defendant in their possession or under their Control and all amounts owing by them to the Defendant who they are or not. You will Make due return of this Order on the 26th day of August A D 1867, Witness My hand and Seal of said Court at Marysville this 15th day of August A. D. 1867 Taber Randall, Clerk of the Court of Common Pleas Union County, The following is the Endorsement of the Sheriff thereon to wit

Sheriffs Return

The State of Ohio Union County ss. Recd, this 16th August 15th 1867 and on the 16th day of August 1867 I have attached in the hands of John McKitrick & William McKitrick two Free Holders of Union County the following Goods and Chattels to wit, Contained in the Schedule hereto attached, belonging to the said William Cole and have Summoned the same to be Appraised according to law by the said Freeholders under Oath at the Sum of $302.00 and have left the same in the hands of John McKitrick at the Order of Plaintiff

Fees, Sheriffs & Appraisers $6.90 J. B. Shelpley Sheriff

Court of Clearance to Wit on the 30th day of August A.D. 1867 the following Motion to the present Term of Court was filed with the Clerk of Said Court which reads as follows to wit

George Beecher } Court of Common Pleas
vs. } Union County Ohio
William Cole } The Plaintiff now moves the Court to Order the Sale of the property

Motion to Sell personal property

Levied in Attachment in this Cause for the reason that the most of the same is perishable and decreasing daily by the inability of the Sheriff to take care of the same & the Cheif Man and Colt should be Sold Soon for the reason of the Expense and difficulty of Keeping the same, Aug 30, 1867. Robinson & Robinson Attys for Plaintiff.

And afterward the following Entry was made upon the Journal of Said Court which reads as follows to wit

George Beecher } Court of Common Pleas
vs. } Union County Ohio
William Cole

Entry

This day on the Application of the Plaintiff & hearing been made that the property Levied in Attachment in the above Cause is of a perishable nature, and on Account thereof and expense of the Keeping the Same it will be for the benefit of the Parties to this Action that all of Said property be Sold. It is therefore Ordered by the Judge of the Court aforesaid that the Clerk of Said Court issue to the Sheriff of Said County an Order of Sale Commanding him to advertise and Sell Said property according to Law as upon Executions at Law, and that he report his proceedings thereon to Said Court On or before the first day of the next Term thereof, Done in Vacation at Marysville this August 30th 1867 Thos Kirkpatrick P.J.

And on the 2 day of September A.D. 1867 The following Order of Sale was issued by the Clerk of Said Court which reads in the words and figures following to wit.

Order of Sale

The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to Expose to Sale those Goods and Chattels of William Cole to Wit One Spring Wagon 1 1/2 Horse Wagon, One Buggy, One Breaking Plow, One Sled, One Straw Cutter 1 Harrow 1000 feet Lumber (more or less) One Set Scales, 3 light Barrels, 4 Butter Tubs, a lot of Iron Trumpery, 4 Kegs 4 Small Tubs & Oat Trough, One Hay Knife, One Grindstone, 9 Boxes One Oil Can, One Double Plow & One Single Plow, One Pencil of Stone, One Set of double Harness, Two Halters & One Bridle, One Sap Kettle, One Saddle and One Bridle, One Bay Mare, One Stone, One Blind Bay Mare, One Brown Yearling Colt, In Pursuance of an Order lately made by the Court of Common Pleas for Said County of Union in a Cause in Said Court pending Wherein George Beecher is Plaintiff and William Cole is defendant according to the Statute in Such Case made and provided, and in like manner as is the like property when taken and Sold by the Sheriff on Execution, and that you make due return of this writ with your proceedings thereon according to law, Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 2d day of September A.D. 1867 Taber Randall Clerk

Sh'f Return

The following is the Return of the Sheriff upon Said Order of Sale

The State of Ohio Union County ss. Received this writ September 2 1867, and by virtue of the same Advertised the within described property for Sale in the Marysville Tribune a Newspaper Published in Union County and of General circulation in Said County Said to take place On the — day of September 1867 between the hours of 10 A.M. & 4 O'clock P.M. and after having so advertised for more than thirty days, and on Said day Offered Said property and Sold it as follows to Wit, To George Beecher 3 Bbls $2,35. One Box Kettle $3,00, 4 Butter Tubs & Cans $5,30, One Carpenters Can $0,70 One Vise & Bow $1,60, One Hay Knife $1,10, One Lot Boxes, $0,80, One Pair Scales $80, One Cow - ben ation Plow $10,50, One Cupboard $4,00, One Harrow $3,95, One Wagon $8,00, 1 Buggy $5,50

Steam Cutter and Sled $ 9.95, Spring Drayand Rolling Pin $ 6.95 One Lot Lumber $ 34.83. One Shovel Plow & Kettle $ 1.00. Harness & Bridle $ 15.05, Halter & Bridle $ 2.60 Sacrifice Plow $ 7.25 One Bay Mare $ 42.00 One Bleiz Mare $ 28.75, One Black Colt $ 33.50 one Lot of Stones $ 1.40, Total Amount of Sale $ 310.68. Total Cost $ 348.00 B Whelpley Shff

Court of Common Pleas Of Said County On the 2d day of November A D 1867 the following Proof of Publication was filed in the Clerk of Said Court of Common Pleas for the County & Union which reads in the following Words to Wit, Legal Notice William Cole is hereby notified that George Beecher has this day taken his Petition against him in the Court of Common Pleas of Union County Ohio where the Same is pending, Setting forth That Said Beecher and is now the Owner of a Note of Four Hundred Dollars, given to Jesse Holmes by Said Cole as principal Debtor and Said Beecher as his Surety and On which Note there is due from the Sum of Four Hundred Dollars on the 21st day of February 21 1867, Also That Said Cole owes Walter Beecher Sixty Three Dollars and Seventy Six Cents On Account for Timothy Seed which Account was assigned to Said George Beecher and there is due him therein Said Sum, The Prayer of Said Petition is for Judgment of Four Hundred and Sixty three Dollars and Seventy Six cents, On which Attachment has been issued against Said Cole in Said Case as an absconding debtor, He is required to answer Said Petition by the 4th of October 1867 Aug 23, 1867 Robinson & Robinson Attys for Petitioner

And on the 6th day of November A D 1867 the following Entry was made upon the Journal of Said Court which reads as follows to Wit

George Beecher
vs
Wm Cole } This day came the Plaintiff and made Proof of Service of Lawful Notice by Publication to the Defendant of the Pendency of this Petition, And thereupon this Cause was Submitted to the Court, Upon Consideration the Court being fully advised in the premises do find that the Plaintiff Has a Claim against Jesse Holmes on the Note in the Petition described as Surety for said Defendant the Sum of One Hundred and Seventy Five Dollars And in Consideration thereof And the Payment of Five Dollars Costs in a Certain Action Brought Brought by Said Plaintiff against Said Holmes in the Common Pleas Court of Delaware County Ohio, The Plaintiff Was Paid and by Said Holmes from Further Liability on Said Note, And do Further find that there is due Plaintiff On the Claim of Walter Beecher described in his petition duly Assigned to Plaintiff the Sum of $ 67.80, And there is due $ 2.40 Interest on Said $ 175. Paid as aforesaid, Therefore It is Considered Ordered and Adjudged by the Court that the Plaintiff Recover of Defendant Said Several Sums of Money amounting to Two Hundred and Fifty and 2 Two Dollars And his Costs herein Expended taxed to $

Precipe

Court Duncan Locke having Answered That he do Owe Defendant the Sum of Five hundred Dollars. It is Ordered That he pay the Same on this judgment and Defendant have of Plaintiff Execution therefor and it is further Ordered That So much of the proceeds of the Sale of the property heretofore & for pursuant to an Order of this Court in this Case be applied in Satisfaction of this Judgment as may be necessary and that the Sheriff Pay the remainder thereof Subject to the demand of the Defendant or such Party as may be Entitled thereto

Attest Taber Randall Clerk.

Volorus T. Wells } Pleas before His Hon. B. Conklin Presiding Judge at a term of Com
vs } Mon Pleas begun and held at the Court House in Marysville in
E. S. Heisler } and for the County of Union On the 4th day of November A. D. 1867

Petition

Be it Remembered On the 25th day of June A. D. 1867 the following Petition was filed in the Clerks office of said Court which is words & figures as follows to Wit

Volorus T. Wells Plaintiff } Court of Common Pleas
against } Union County Ohio
E. S. Heisler Defendant } Petition

The Plaintiff says this action is founded upon an account for the payment of Money Only — of which the following is a copy together with all the credits thereon

Delaware Ohio May 3d 1867

E. S. Heisler To V. T. Wells Dr

May 3d 1867	To Merchandise		$ 399 31
" 4 "	"	"	23, 13
" 6 "	"	"	14. 00
			$ 437, 44
June 17 1867	By Cash on account		35. 00
	Balance due this date		$394, 44

The Plaintiff says there is due him from the Defendant the Sum of Three hundred and ninety four 44/100 Dollars with interest from the 17th day of June 1867, for which Sum of Three hundred and Ninety Four 44/100 Dollars with interest from the 17th day of June 1867 he asks judgment

Porter & Sterling Attorneys for Plaintiff

State of Ohio Union County ss, Aaron D Elliott being duly Sworn says that he is the agent of the above named Volorus T Wells duly authorized in the premises, the affiant states the Plaintiff Volorus T Wells is a non-resident of the State of Ohio Union County and is now absent therefrom. The affiant States that the facts set forth in the foregoing Petition are true as he verily believes

Aaron D Elliott

Sworn to before me by Aaron D Elliott and Signed by him in my presence this 25th day of June 1867
Taber Randall Clerk

Precipe

Volorus T Wells } Common Pleas Union County Ohio
against } To Clerk Issue Summons upon the Petition in the above cause return
E. S Heisler } able according to law; Endorse Suit On account, Amount claimed
$ 394, 44 with interest from the 17th day of June 1867, Also issue an Order of Attachment in the above Suit

Porter and Sterling
Attorneys for Plaintiff

And On Said 25th day of June A D 1867 the following Affidavit was filed in the Clerks
of Said Court which reads

Volonus T. Wells Plaintiff } Court Common Pleas Union County Ohio
Against } Affidavit for Attachment
E. S. Beesler Defendant } State of Ohio Union County ss. Abner D Elliott being Sworn Says that he is
the Agent of the Plaintiff in the above Suit and in Said State that he is duly Authorized to act
in the Premises. He further States that Said Plaintiff has Commenced a Civil Action in Said
Court of Common Pleas Against the Said E. S. Beesler Defendant to Recover the Sum of Nine Hundred
and Ninety four 94/100 Dollars. The Affidavit States that the Claim in this Action is On an account
for the Payment of Money. And Said Abner D Elliott Says that Said Claim is just and
he Believes he is Entitled to Recover from the Said Sum of Nine Hundred and Ninety four 94/100 Dollars
with Interest from the 17th day of June 1867. The Affidavit further says that Said Defendant is
trying to Convert his Property into Money and thereby Defraud his Creditors, Abner D. Elliott

Sworn to by Abner D Elliott before me and Signed In Testimony Whereof I have hereunto Set my Hand this 25th day of June
A D 1867 Taber Randall Clerk

The following Endorsing was also filed with the Clerk of Said Court on the Said
25th Day of June A D 1867 which reads in the Words and Figures following to wit
Volonus T. Wells has Commenced a Civil Action against E. S. Beesler in the Court
of Common Pleas of Union County Ohio to Recover of the Defendant E. S. Beesler the Sum
of Nine Hundred and Ninety four 94/100 Dollars, and has applied to the Clerk of Said Court
for an Order of Attachment to be issued against the Said E. S. Beesler in Said Action by filing
the necessary Affidavits therefor, Now therefore Be A D Elliott, S. S. Powell & Samuel Cartmell
his Sureties do Hereby Undertake to the Said E. S. Beesler in the Penal Sum of Eight Hundred
Dollars That the Said Volonus T. Wells Shall pay Said E. S. Beesler all damages which the
Said E. S. Beesler may Sustain by reason of Said Attachment, if the Order of Attachment
Should Have been Wrongfully Obtained Dated this 25th Day of June A D 1867

A D Elliott, S. S. Powell, Samuel Cartmell

I Taber Randall Clerk of Said Court do Hereby Certify the above Undertaking and
the Sureties Thereto. Dated June 25th 1867 Taber Randall Clerk

Thereupon the following Writ of Summons and Order of Attachment were issued by the
Clerk of Said Court which with the Endorsements of the Sheriff thereon are as follows

The State of Ohio Union County ss. To the Sheriff of Union county, You are commanded to
notify E. S. Beesler that he has been Sued by Volonus T. Wells in the Court of Common Pleas of Union
County and that He must be Answered by the 27th day of July A D 1867 the Petition of the Said
Plaintiff Against Him filed in the Clerks Office of Said Court Such Petition will be taken
as true and Judgment Rendered accordingly, You will Make due return of this
Summons On the 8th day of July A D 1867, Witness Taber Randall Clerk of Said Court
and the Seal Thereof at Marysville this 25th day of June A D 1867

Taber Randall Clerk C.C.P.

Received this writ June 25th 1867, and Served On the Same day by leaving a true copy of this
at the usual place of residing of the within named Defendant

Fees $2.27 D B Shipley Sheriff By Thomas Martin Deputy

The State of Ohio Union County ss. Court of Common Pleas
Volonus T. Wells } To the Sheriff of Said County of Union, You are Commanded to Attach
vs. } and Safely Keep the lands Tenements, Goods, Chattels, Stocks or Interest
E. S. Beesler } in Stocks, Rights, Credits, Moneys and Effects of the Defendant
E. S. Beesler not Exempt by law, from being Applied to the payment of the claim
of the Plaintiff Volonus T. Wells or So much thereof as will Satisfy his claim for Nine
Hundred and Ninety Four 94/100 Dollars and Forty Five Dollars the probable

costs of this action, You will make due return of this Order on the 8th day of July A D 1867
Witness my hand and Seal of Said Court at Marysville this 25th day of June A D 1867
Seal — Peter Blandall Clerk of the Court of Common Pleas Union County

Rec'd, this 25th June 25th 1867, D have this day attached in the presence of J. N. Green and D L. Arlens two Free holders of Union County the following Goods and chattels belonging to the within contained in the Schedule hereto attached belonging to the Said E S Heisler and have caused the Same to be appraised according to Law, by said Freeholders Under Oath At the Sum of Five Hundred and Forty two 25/100 Dollars and have the Same in my Custody, Served by leaving a true copy of this writ at the Usual place of residence of the within named defendant On the 25th day of June A D. 1867

Fee Sheriff and appraisers $ 10.27. L B Shelpley Sheriff By Thomas Martin Deputy

Return to writ On the 8th day of July A D 1867 the following Motion was filed with the Clerk of Said Court which reads in the words and figures following to-wit

Return

Velorus T Hills Plaintiff
vs.
E S Heisler Defendant
Court of Common Pleas Union County Ohio
Motion for an Order of Sale

Motion

The Plaintiff Comes and by his Attys. Moves the Court to grant an Order of Sale of a Stock of Dry Goods, Groceries &c, Appraised on file Said Stock of dry goods Groceries &c was attached by Order of Said Court on the 20th day of June 1867, And reference is hereby made to the Schedule on file of Said Stock of Dry Goods and Groceries as made and returned by the Sheriff of Said County

Porter & Sterling Attys for Plaintiff

And afterward the following Entry was made upon the Journal of Said Court which reads as follows

Velorus T Hills Plaintiff
vs.
E S Heisler Defendant
Union County Ohio
Court of Common Pleas
On Motion to Dissolve Vacation for an Order for the Sale of the property taken by the Sheriff of Said Union County Ohio in Attachment in this case and being Satisfied by the Evidence Contained in the Affidavits of L B Shelpley and Others Submitted to me in Support of Said motion and filed in Said Court that Said property is perishable in its nature and that it would be for the benefit of the Parties — It is hereby Ordered this 13th day of July A D 1867, Order that the Sheriff of Said County do proceed to advertise and Sell Said property according to the Statute in Such Case made and provided and in like manner as is the like property when taken & Sold On Execution by the Sheriff and for Cash On all Sales of Five Hundred in Amount, And upon a credit of twenty days on all Sales above Five Dollars On Personal Security to the Satisfaction of the Sheriff

Entry

Sidney Shelby County Ohio July 15th 1867 — Whereupon the Judge of Said Court And On the 17th day of July A D 1867 the following Order of Sale was issued by the Clerk of Said Court of Common Pleas of Union County Ohio which reads in the following words & figures to-wit

Order of Sale

The State of Ohio Union County S S. To the Sheriff of Union County Greeting —
You are Commanded to Expose to Sale those Goods & Chattels of E S Heisler and
1 Wash Boards, 6 Wash Tubs, 9 Water Buckets, 32 Gal. Coal Oil, One Water Bucket, Two Tin Measures, 5 Corks 7½ lbs Tea, 15 " Tea Young Hyson, 130 Boxes Matches, 63 " Coffee Essence, 23 " Bluing, One lb Nutmegs, ½ Box Cigars, 1½ lbs Borax, 100 Lead Pencils 8½ lbs Lead, 2 Doz. Bluing, One Doz. Tacks, 12 lbs Candy, 3 Glasses, 60 lbs Soap 23 Bottles Castor Oil, 1200 Caps, 27 " 2 lbs Cloves, 5 " Rosin, 5 " Salt Petre, 6 " Allspice, 9½ " Epsom Salts, 5 " Blue Vitriol " 1¾ " Indigo " 3 " Cinnamon, 11 " Pepper " 35 " Candles 5½ " Tobacco, 18 " " " 13 " " 18 " " 10 lbs Cream Tartar, One Box Clothes Pin One Doz " " 44 lbs Pearl Starch, 8½ " Paper Twine, 16 prs Infants Shoes, 5 " Morocco " Children's, 7 prs Morocco Shoe Misses, 16 " Cloth Gaiters, 3 " " " Misses, 3 " Lace Boots

5 Pair Ladies Morocco Boots, One " Shoes, 11 Blacking Brushes, 33 lbs wool twine, 24 "
Smoking Tobacco, One Lot Marking Paper, 190 lbs Sugar, 175 " " " 90 " English Soda
75 lbs Coffee, 22 " Powder, 3 1/2 lbs Salt Fish, 3 Black Cats, 5 Dozt " One Shaker,
42 yds " 36 3/4 yds Rents, 35 " " 26 " Muslin, 3 " 18 " 31 " 31 yds Ticking, 15 " Canton
22 " American Flaps " 51 " Plaid Stuff, 31 " Canes, 8 pcs Shoestrings, 6 pcs Suspenders boys, 1 Box
Childrens Cotton Hose, 10 Pocketties, 31 Ink Bottles, One Bordock, 6 Boxes Paper Collars, 350 Needles
One Brush Lot, Shoe Laces, One Gross Buttons, One Pc Tape, One Lot Sparrits, 80 Spools Thread
3/4 Patent Thread, One Lot Sundries, 10 Fine Combs, One Lot Buttons, 5 Combs, One Box Envelops
16 pcs Hose Cotton, 9 " Cotton Hose, 31 yds Drilling, One Lot Ladies Cuffs & Collars, 8 Cotton Hdkfs,
5 Shirt Fronts, 1 Pcs Twine, 3 pcs Hose, One Set Counter Scales, Be Remembered that on the Seventh day of
March Instant Court of Common Pleas for said County of Union in a Cause in said Court pend-
ing, Wherein Volney T Wells & Hannibal E Wells Defendant, according to the
Statute in such Case Made and Provided, Levied in like manner as is that like property when
taken & Sold On Execution by the Sheriff, Under and for all Sales of Five Dollars & under in
amount, And upon a Credit of Twenty Days on all Sales above Five Dollars, the Purchaser
giving his Note Or Notes with approved Security, And That you Make due Return of this Writ
according to law. Witness Jesse Randall Clerk of said Court and the Seal thereof
at Marysville this 17th day of July A D 1867 Jesse Randall Clerk

Time of the Sheriff, Proceeds this Order July 17 1867, And by Virtue of this Order
I duly advertised the within Named Goods and Chattels, according to law, and
did On the 5th day of August 1867 sell the within goods and chattels to divers persons
for Cash On all Sales of Five Dollars and under, And on a Credit of Twenty days on
all Sales above Five Dollars, the Purchasers giving Satisfactory approved Security in
accordance with the Terms of this Order, Proceeding from said Sales in Cash $ 113,85 and in
Notes $ 380,42 - $ 493,27, Total Fees Returned by Sheriff $ 20,49

A B Wheeler Clerk By Thomas Martin Deputy

And On the 4th day of November A D 1867 the following Entry was made upon the
Journal of said Court which Entry reads as follows

Volney T Wells

vs This day came the said Volney T Wells by his Attorney Peter V
Ed Wheeler } Sterling, And filed his Petition & Wheeler praying Judgment to demur & answer to
the Petition of the said Volney T Wells. It is Considered that the said Volney T Wells
Ought to recover of the said E Wheeler the Sum of Four Hundred and Four & 42/100 Dollars
In demanded in his Petition, It is therefore Considered and Adjudged that the said Vol-
ney T Wells recover of the said E Wheeler the Said Sum of Four Hundred and Three &
92/100 Dollars together with his Costs in this behalf Expended taxed at $
It is further Ordered and Decreed by the Court that the proceeds realized from the
Sale of the Property attached & made in this Cause under a former Order of the Court
when collected together with any Amount now collected be by the Sheriff Paid
over to the Satisfaction of this Judgment and Costs, and the balance of the money
if any remaining be brought into Court Subject to its Order

Jesse Randall Clerk

W. W. Woodburn
vs.
Isaac O Bryant

Plea before the Hon J Hamilton Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 7th day of Nov 1866 Amongst other business on the 3rd day of September A D 1867 the following Petition Bond Order Judgment and Execution Docket entry was filed in said Court and is as follows to Wit

W. W. Woodburn Plaintiff
vs
Isaac O. Bryant Defendant

Court of Common Pleas in and for the County of Union Ohio

Petition

Petitions

The Plaintiff W W Woodburn says That On the 17th day of December 1866 the Defendant Isaac O Bryant made and delivered to Plaintiff his two promissory Notes of That date and thereby promised to pay to Plaintiff Or Order the following Sums of Money as follows to Wit. By the first Note the Sum of Five Hundred Ninety Eight 60/100 Dollars On the first day of May 1867 With interest from said 17th day of December 1866, And by the second Note the Sum of Six hundred Dollars On the first day of September 1867, With interest from said 17th day of December 1866, For the said Notes having been given for a full and fair Consideration in receiving by the said Isaac O Bryant at the date of their Execution and Delivery them are hereto attached, Notice the Says That the Defendant Isaac O Bryant On said 17th day of December 1866, to Secure the Payment of said Notes and of Another Note for the Sum of $100. due in ten days from said 17th day of December 1866, Which Note (Said) Executed and delivered to the Plaintiff his Mortgage Deed of That date And thereby Conveyed to the Plaintiff His heirs and assigns the following Lands and Tenements Situate in said County and in Paris Township, Being Part of U. M. Survey No. 9901 & 10780, Beginning at a Stake in the East line of Survey No 9901 & 10780 (a Small Elm bears No 2 1/2° E 11 links, An Ironwood bears No 76° W 13 1/2 links and a Small White Ash bears S 22° E 18 links) The North East Corner of said Survey bears No 15° W 92 32/100 Poles, Thence S 80° 35' W. 173 1/2 Poles to a Stake in the line of John Parrott, (a large Beech bears S 25° W 3 links) Thence with Parrotts line S 15° E 9 32/100 Poles to a Stake Stone and 3 Beeches Corners to Woods & Phillips, Thence on the third line N 80° 35' E 173 1/2 Poles to a Stake in the East line of said Survey No 9901 & 10780 (a Beech bears N 12° E 20 links & a Small Elm bears S 35° E 8 links) Thence with said line N 10° W. 9 32/100 Poles to the Beginning Containing One Hundred acres, The Condition Contained in said Mortgage deed was that "if the said Isaac O Bryant shall pay or cause to be paid to the said W. W. Woodburn his three promissory Notes of even date herewith Payable to the said W. W. Woodburn Or Order, for the following Sums at the times following to Wit. One for $100,00 due in ten days from date, One Note for $598,00 due May 1st 1867, And One for $500, due September 1st 1867" Which Notes were given for the deferred Payments On the land above described which said Bryant has Received of said Woodburn "Then these Presents shall be Void, Otherwise to remain in full force", Plaintiff further says That the said Mentioned Note in said Condition to pay the One for $100, due in Ten Days from the Execution of said Mortgage has been paid, And Plaintiff further says That there is an Error in said Condition in this That the Note Last Mentioned therein is and should be for the Sum of $600,00 instead of $500,00 as therein Stated, On the 17th day of December 1866 at 1 1/2 O'clock P M the said County aforesaid came to the Recorder of said County to be by him Entered on the Record, And was Recorded the 19th day of December 1866, in Book No 6, Page 85, of Mortgage Records of said County, Defendant says that said Notes were given to him by said Isaac O Bryant for the deferred Payments On the land therein described, Which land Woodburn had that day Conveyed to said Isaac O Bryant by deed of General Warranty, The said Mortgage deed has become absolute, And there is now remaining unpaid upon said indebtedness the Sum of Eleven Hundred And Ninety Eight 60/100 with interest from the 17th day of December 1866.

The Plaintiff therefore asks that the Condition in said mortgage be declared as to decide the last Note therein named, as for $600 due September 1st 1867 instead of $300 due at that date, and that said mortgage may be foreclosed - the said premises ordered to be Sold and the proceeds applied to the Payment of said debt, and for such other and further relief &c. Dr & Lawrence Atty for Plaintiff

The State of Ohio, County of Union ss. Dr & Lawrence being Sworn says that he is the attorney of the above named W W Woodburn duly authorized in the premises that the above pleading is founded on a written instrument for the Payment of money only. And that now in the Possession of this affiant. That all the Material facts set forth therein are within the personal knowledge of this affiant; and that the facts Styles and allegations Contained in the foregoing pleading, are as affiant believes true

Dr & Lawrence

Sworn to by Dr & Lawrence before me & Signed by him in my presence this 27th day of September 1867

Tabor Randall Clerk

Summons

Dr Clerk Issue a Summons in this Case returnable according to law. Endorse "Amount claiming $1198 00 with interest from Dec 17th 1866 and Costs and Note of Mortgage sued" September 27th 1867. Dr & Lawrence Atty for Plaintiff

And thereupon the following Writ of Summons was issued by the Clerk of said Court which reads in the words and figures following to Wit

Petition

The State of Ohio Union County ss. To the Sheriff of Union County, Greeting

You are commanded to notify Isaac D Bryant that W W Woodburn in the Court of Common Pleas of Union County and State aforesaid has filed in the Clerks Office of said Court his Petition on the Chancery Side of said Court against the said Isaac D Bryant and that unless he answer the said Petition on or before the 27th day of October A D 1867 the said Petition will be taken as true and judgment rendered accordingly. Witness Tabor Randall Clerk of said Court and the Seal thereof at Marysville this 27th day of September A D 1867. You will make due return of this Summons on the 7th day of October A D 1867 Witness Tabor Randall Clerk of said Court & the Seal thereof at Marysville this 27th day of September A D 1867

Tabor Randall Clerk U.C.P.

D Sheriff

Endorsed thereon is the following return of the Sheriff to wit

Rec'd this writ Sept 30 67 Served Oct 2nd 1867 by delivering to the Defendant a Certified Copy of this writ Fees $1.77 A B Shellday Sheriff

Sheriffs Return

And afterwards to wit On the 7th day of November A D 1867 the following Entry was made upon the Journals of said Court which reads as follows to wit

W W Woodburn Plaintiff

vs.

Isaac D Bryant Defendant

This day came the Plaintiff by his Attorney no one appearing for the Defendant who being in default and this Cause Came on to be heard upon the Petition Exhibit and Testimony and was submitted to the Court. On Consideration whereof the Court do find that the Equity of the Cause is with the Plaintiff, and that there is due Error in the Mortgage as alleged in the Petition. It is therefore Considered Ordered and Adjudged by the Court that said Mortgage ought to be and the same is hereby corrected as to decide the Note therein last mentioned as for the Sum of $600 and the Court do further find that there is due to the said Plaintiff from said Defendant on the Mortgage in the Petition mentioned, at this date the Sum of Twelve Hundred and Sixty two and 72/100 Dollars ($1262.72) which is a balance due the Plaintiff after crediting money arising from a sale of the land by the Plaintiff to Defendant as stated in the Petition. It is therefore Considered, Ordered and Adjudged by the Court that the defendant do within ten days from this date pay the said Plaintiff said Sum of $1262.72 for the interest

Stamps 30 00

Sentence

thereon from this day until Paid, And also the Costs of this Suit laxed to ^
And in default thereof That the Sheriff of this County for the time being who is hereby appointed Special Master Commissioner for that purpose proceed to Sell the Land & tenements in the Petition mentioned to Satisfy said Judgment at Law, And for his report this Cause is continued

Attest Tuber Randall Clerk

William Tobey } Plea before the Hon D. Mapleton Presiding Judge of a
vs } Court of Common Pleas begun and held at the Court
S. M. Hubbard } House in Marysville within and for the County of Union
in the State of Ohio on the 25th day of September A.D. 1867
Came Into Court on the 28th day of September A.D. 1867 the following Petition was filed in the Clerks office of said Court which reads as follows to wit
William Tobey Plaintiff } In Court of Common Pleas
vs } Union County Ohio
S. M. Hubbard Defendant } Petition

Petition

The Plaintiff says that on the 1st day of April A.D. 1864 the defendant made his certain promissory note in writing of that date and then and there delivered the same to Plaintiff, and thereby promised to pay to Plaintiff or bearer On or before the first day of July 1867 the Sum of Five Hundred Dollars With interest thereon from date The Defendant on the 20th day of July 1867 paid On the said promissory note the Sum of Two Hundred Dollars, (A copy of said note With the Credits thereon is hereto attached & made a part of this Petition) That said note is now due and no payment has been made on the same Except as above stated, and that there is now due to Plaintiff and on said note the Sum of Three hundred and Seventy Nine 16/100 Dollars With interest from the 20th day of July 1867. Plaintiff therefore asks Judgment against defendant for said Sum of Three Hundred and Seventy Nine 16/100 Dollars With interest from the 20th day of July 1867. Porter and Sterling Attys for Plaintiff

The State of Ohio Union County ss. Geo. D. Porter being Sworn says that he is One of the Attorneys for the Plaintiff in this action duly Authorized in the premises, that this action is founded upon a written instrument for the Payment of Money only, and is to the Knowledge of the Affiant, Affiant further states that he believes the facts stated in the foregoing Petition to be true

Geo. D. Porter

Sworn to by Geo. D. Porter before me and signed by him in my presence this 28th day of September 1867

Tuber Randall Clerk

Stamps 3000

A copy of said note and credits "York Ohio April 1st 1864. On or before the first day of July A.D. 1867 I promise to pay William Tobey or bearer Five Hundred Dollars With Int. Value received (Signed) S. M. Hubbard"

"July 20th 1867 Read" On the On this note Two Hundred Dollars & 00/100

Clerk will issue a Summons returnable according to law, Endorsed "Suit & Comfort for $379 16/100 With interest from July 20th 1867, Sept 28th 1867, Porter & Sterling Attys for Plaintiff

Thereupon the following writ of Summons was issued by the Clerk of said Court which reads, The State of Ohio Union County ss. To the Sheriff of Union County

Summons

You are commanded to Notify S. M. Hubbard that he has been Sued by William Tobey in the Court of Common Pleas of Union County and that unless he answer by the 26th day

of October A D 1867 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court, Such Petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons On the 7th day of October A D 1867. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 28th day of September A D 1867

Taber Randall Clerk C.C.P.

Sept 30 Return — Endorsed thereon by the Sheriff is the following return to wit, Rec'd Sept 30th 1867, Served Oct 2 1867 by delivering to the Defendants a certified Copy of the within. Fees $3.25

D B Whelpley Sheriff

Entry — And On the 29th day of October A D 1867 the following Entry was made upon the Journal of said Court to wit, to wit

William Toby Plaintiff — No. 437, Court of Common Pleas

vs — Union County Ohio

J M Shepherd Defendant } Entry. And now comes the said William Toby and the said J M Shepherd having failed to answer or demur to the Petition of the said William Toby. It is Considered That the said William Toby Do recover of the said Defendant the Sum of $399 66/100 Dollars and Costs in this Petition to be due and the Sum of $7.00 on which the Court finds due as the interest thereon, as prayed for in said Petition, It is further Considered That the said William Toby recover against the said J M Shepherd the said Sum of $406.16. To be due and with his Costs in said Suit laid out and his behalf out $

Attest Taber Randall Clerk

Isaac Walk — Plea before the Hon D Conklin Presiding Judge of a Court

vs — of Common Pleas begun and held at Marysville within

Henry A Walk et als } In the County of Union in the State of Ohio on the 7th day of Oct 1867

Petition to Oct On the 6th day of Sept 1867 the following Petition was filed in the Clerks of said Court in this cause as follows to wit

Isaac Walk Plaintiff — Court of Common Pleas

vs — Union County Ohio

Henry A Walk & Others } Petition

Petition — The said Plaintiff says he is a resident of Union County Ohio & as Heir of Virginia E Walk Deceased he is Seized in Fee Simple of the One Hundredth part of the following Real Estate Situate in the County of Union & State of Ohio and known as Lot in Milford Center Township and Town of which was bought of Wm Gordon by Henry Walk & then Conveyed by said Henry Walk to said Virginia Walk, being the West Half of Lot No 7, On the Plat of said Village, That said Virginia Walk left at her Decease at law, to wit Susan V Walk, residing in Shiloh Ohio Henry Walk of the State of Michigan, William Walk of Union County Ohio, Jane Stillings married to George Stillings, Isaac Walk Petitioner, Cornelius Walk, Orlando Walk age 20 years Alice F Walk age 16 years and Mary A Walk age 13 years all of the County of Union the latter three of whom are under the Guardianship of Samuel Hanbest all of whom are Entitled to the Ownership of said property, The Plaintiff being desirous of holding his Share of said property in Severalty asks an Order of Partition of said property

Robinson & Robinson

The State of Ohio Union County ss. I Isaac Walk Plaintiff being duly Sworn do depose and say the several allegations of the foregoing Petition are true as I believe

Isaac Walk

Sworn to and Subscribed before me this 6th day of April 1867 Sabin Randall Clerk
And On the 19th day of April 1867 the following Entry Notice of Waiver was filed with
the Clerk of said Court which reads as follows to wit

Isaac Walk } Court of Common Pleas Union County Ohio
vs } Petition for Partition of Lot No 7 in the Village of Milford Centre Ohio
Henry A. Walk & Others } Vs William Walk, Jane Stillings, George Stillings, Cornelius
Walk, & Amos Sharbut Guardian of Arthur Walk, Alice Walk & Mary A. Walk
do Hereby waive the issuing & Service of Summons on us in the above cause & do hereby
Consent to An Order of Partition in said cause and an Order of Sale of the West
half of Lot No 7 in the Village of Milford Centre Union County Ohio
Witness Our Hands & Seals this 6th day of April 1867 Geo. Stillings Seal
Jane M Stillings Seal, William Walk Seal, A. G. Sharbut Guardian as a-
foresaid Seal, C. C. Walk Seal

Isaac Walk } Court of Common Pleas Union County Ohio.
vs } Petition for Partition
Henry A Walk and Others } The said Henry A Walk waives the Service of Summons in the above cause
And Consents to an Order of Partition and Order of Sale of the lot No 7 in said Petition de-
scribed to wit the West half of Lot No 7 in the Village of Milford Centre Union County Ohio, Witness my
hand and Seal this 13th day of April 1867 H. A Walk Seal

Isaac Walk } Court of Common Pleas
vs } Union County Ohio
Henry A Walk et als } Petition for Partition The said Susan V Walk Party defend-
ant waives the issuing And Service of Summons on her in the above cause And consents to an
Order of Partition & Order of Sale of the Lot No 7 in the Village of Milford Centre Union
County Ohio. Witness my hand & Seal this 15th day of April 1867
Susan V Walk Seal

And afterward to wit On the 8th day of May 1867 the following Entry was made
upon the Journal of said Court which reads in the words and figures following to-wit

Isaac Walker } Partition
vs } This day came the Plaintiff and Made Proof to the Satisfaction
Henry A Walk et al. } of the Court of due notice being Served upon the Defendants of
the Pendency of this action and the Court being fully advised in the premises do
find the allegations of the Petition are true and that the Plaintiff is Entitled to Partition
as prayed for in this Petition, It is therefore Considered Ordered and Adjudged by the
Court that an Order of Partition issue to the Sheriff of this County Commanding him
by the Oaths of Hench Gamora Wm Orr Jr & Amos Neal that they discriminately
Impanel Jury of the Vicinity to make Partition of said premises in said Petition described
to-wit the West half of Lot No 7, On the Plat of the Village of Milford Centre, Setting off
to the Petitioner Isaac Walk the Ninth part, Susan V Walk One Ninth Henry A Walk One
Ninth William Walk One Ninth Jane Stillings One Ninth, Cornelius Walk One Ninth Arthur
Walk One Ninth, Alice E Walke One Ninth and Mary A. Walke One Ninth, and that
they return this proceedings to this Term of Court

And afterward to wit on the 22d day of June A D 1867 the following Writ of Partition was issued
by the Clerk of said Court which reads as follows to-wit

The State of Ohio Union County ss. To the Sheriff of said County Greeting;
We Command you that on Thursday the 4th day of July next by the Oaths of Hench Gamora William
McBringer And Amos O. Neal you cause Partition to be made of the following described

Writ of Partition

premises Situate in the County of Union and State aforesaid to-wit The West Half of the Lot No 7, on the Plat of the Village of Milford Centre Among the Persons Named Therein and in the following Proportions to-wit to Isaac Walke ½ to Nine Stillings ½ Part to Arthur Walke ½ part to Susan Walke ½ Part to Cornelius Walke ½ Part to Alice Walke ½ Part to Henry Walke ½ part to William Walke ½ Part to Mary A Walke ½ Part in Pursuance of An Order lately made in Our Court of Common Pleas, Holden and for the said County of Union in a certain Petition for Partition Wherein the said Isaac Walke Petitioner and the said Susan A Walke, Henry A Walke, Nine Stillings, Cornelius Walke Arthur Walke, Alice A Walke and Mary A Walke are Defendents And that you Summons xxx in the premises you distinctly certify Under your Hand to Our said Court forthwith, Witness (My Name and the Seal of said Court of Common Pleas at the Court House in Marysville this 22 day of June A D 1867, Taber Randall Clerk

Sheriffs Return, By Commandment of the foregoing Writ of Partition I have Executed the same by the Oaths of William M Wright F Gearhart and B B Great, Partition to be made as Within specified by the Report of the Annexing Said Commissioners Fees on the Returns, Sheriffs & Com ys Fees $5,75

B B Shockley Sheriff

Sworn Under My Hand this 24th day of June A D 1867

B B Shockley Sheriff

Report of Sale

Commissioners Report

Isaac Walke } In Union County C.P. Court of Common Pleas
vs
Wm A Walke Wife } According to the Command of the Writ of Partition in this Cause issued and On oath of the Sheriff of Said County We the Undersigned Commissioners after being first duly Sworn and upon Actual View of the Premises are of the Opinion that the said lands Cannot be Divided without Manifest injury and We do Estimate the Value of the Same at Five Hundred Dollars Given under Our hands this 24th day of June A D 1867

F. M. Knight F. Gearhart B. B. Great Commissioners

Entry

Thereupon the following Entry was Made upon the Journal of Said Court which reads as follows to-wit

Isaac Walke }
vs } On Partition
Henry A. Walke Wife }

On Motion to the Court by Robinson & Robinson Counsel for Plaintiff and upon Reading the Proceedings of the Sheriff and the Report of the Commissioners herein appointed by this Court and the same being Examined It is Ordered by the Court that said Proceedings and Report be and the same are Hereby Approved and Confirmed, And thereupon the said Petitioner Electing to take said lands and tenements at the Appraisement as returned by said Commissioners On Motion of said Petitioner it is Ordered that said lands and tenements be Sold at Public Auction by the Sheriff of said County of Union according to the Statute in such Case made and Provided

Afterwards to-wit On the 15th day of July 1867 the following Order of Sale was issued by the Clerk of said Court which reads in the words and figures following to-wit

Order of Sale

The State of Ohio Union County ss. To the Sheriff of Union County Greeting, In Pursuance of an Order of Our Court of Common Pleas within and for the County of Union at the May term thereof A D 1867 in a certain Petition for Partition Now Pending in said Court Wherein Isaac Walke is Petitioner and Henry A Walke & Others Defendant, We Command you that you without delay you Cause to Sell at Public Auction the lands and tenements in the said Petition described to-wit Situate in the County of Union & State of Ohio, The West Half of No 7 on the Plat of the Village of Milford Centre, and that you Proceedings in the premises you make known to Our said Court of Common Pleas at the next term, and have you then there this Writ

Witness Taber Randall Clerk of said Court of Common Pleas at Marysville this 15th day of July A D 1867

Taber Randall Clerk

Return of the Sheriff. The State of Ohio Union County ss. Rec'd this 2nd July 15th 1867, Cond by virtue of the
Same I advertised the Within described Lands and Tenements for Sale at the door of the Court House in
Marysville On the 16th day of August 1867 at One Oclock P.M. in a Public Newspaper printed in Marysville
called the Marysville Tribune a Newspaper of General Circulation in Said County and of the same so
advertising for Three Weeks Successively on Said days of the Said Lands and Tenements
Struck off the Same to Charles Pettington for the Sum of $360.00 it being more than two thirds the ap-
praised Value and the being the highest and best bidder as appeared from the Records and thereof
Fees returned by Sheriff $11,55 D B Whelpley Sheriff
And On the 2 day of November A D 1867 the following Entry was Published in Said Office in the Clerk of Said
Court of Said County

Sheriffs Sale, Isaac Walke &c. vs. A Walke Wells, Union Com. Pleas, By virtue of an Order of
Sale to me Directed from the Court of Common Pleas of Union County Ohio I Shall offer for Sale at the
door of the Court House in Marysville On the 19th Day of August 1867 at One Oclock P.M. the
following described Lands and Tenements to Wit Situate in the County of Union & State of Ohio being the
West Half of the Lot No 7, On the Plat of the Village of Milford Center Ohio as appraised at $
Terms One third On day of Sale - Balance in One and two years with interest Secured by Mortgage
On the Premises. July 17 1867. D. B Whelpley Sheriff Robinson & Robinson Attys

The State of Ohio Union County ss. I John H Sharar do Make Oath that the Advertisement
of which the Annexed is a Copy was Published for Thirty days Prior to the 19th day of August 1867
in the Marysville Tribune a Newspaper of General Circulation in this Union County Ohio and of
Which I am the Editor and Proprietor
J. H. Sharar
Sworn to and Subscribed before me this 1st day of November A. D. 1867
Jabez Randall Clerk

Came afterward to Wit On the 9th day of November A.D. 1867 the following Entry was made upon the Journal
of Said Court Which read as follows

Isaac F Walke
vs
Henry C Walke et als } Petition

This day came the Petitioner and Thereupon this Cause came on to be heard
in the premises that Said proceedings and Sale were in all respects regular and lawful do Confirm &
Approve the Same & Order the Sheriff to Execute to the Purchaser a deed in fee Simple, and
It is Ordered that Out of the Proceeds of the Sale, the Cost including One Attorney Fee of $ to
Robinson & Robinson be Paid and the Balance to go there on to the Different Payments be Paid to the Several
parties in the proportions Set forth in the Order of Partition

Attest Jabez Randall Clerk.

D. F. Paul } Pleas before the Hon. D. Scott Lecky Presiding Judge at a Court of Common Pleas
vs. } begun and held at the Court House in Marysville within and for the County of
O. Wells } Union in the State of Ohio On the 29th day of October 1867

Be it remembered to Wit On the 28th day of September A.D. 1867 the following Petition was filed
In the Clerks of Said Court Which read as follows to Wit

D. F. Paul Plaintiff } Court of Common Pleas
Against } Union County Ohio
O. Wells Defendant } Petition — The Plaintiff says that this action is founded
upon a Promissory Note for the Conditional Payment of Money only of Which the Foll-
owing is a true Copy with the Credits thereon to Wit $ 171 10/100 Newton Sept 14th 1862

Petition

Due One day after date I promise to pay D. T. Paul or Order One Hundred and Seventy One 71/100
Dollars with Int, Value received (Signed) O. Wells
Credit Oct 7th 62 Received $4.50 The Plaintiff Says there is due from defendant
and unpaid On said Note from Long Cook the Sum of One Hundred and Sixty Seven & 21/100 Dollars on which he
claims with interest from the 7th day of October 1862, and for which he asks judgment
Porter & Sterling attys for Plaintiff

The State of Ohio Union County ss. John L. Porter being Sworn Says that he is One of the Attorneys
for the Plaintiff in this action, that this action is founded upon a written instrument for the payment of
money only, and such instrument is in his possession, affiant further says he believes the facts
stated in the foregoing Petition to be true
Jno. L. Porter
Sworn to by John Porter before me and signed by him in my presence this 28th day of Sept 1867
Taber Randall Clerk

Writ Issue Clerk — Writ of Issue a Summons returnable according to law — Endorse, "Amt claimed
$167.28 O Note on the interest from Oct 7, 1862, Sept. 28th 1867 Porter & Sterling Attys for Plaintiff
and Issued on the following Writ of Summons Praecipe for the following Bond and Security required
Summons The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to notify
O. Wells that he has been sued by D. T. Paul in the Court of Common Pleas of Union County and that
unless he Answer by the 28th day of October A. D. 1867 the Petition of the said Plaintiff against
him filed in the Clerks office of said Court such Petition will be taken as true and judgment rendered
accordingly. You will make due return of this Summons on the 7th day of October A. D. 1867
Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 28th day
of September A. D. 1867
Taber Randall Clerk
Endorsement by the Sheriff Filed this writ Sept. 28 1867, Served Oct 2 1867 by delivering
to the Defendant a certified copy of this writ. Fee $1.50 D. B. Shelpley Sheriff —
And afterwards to wit On the 29th day of October A. D. 1867 the following Entry was made upon the Journal
of the said Court which is recorded in the words and figures following to wit

Entry D. T. Paul Plaintiff } In Com. No. 438
vs } Court Common Pleas
O. Wells Defendant } Union County Ohio — Entry —
Now come the said D. T. Paul and the said O. Wells having
failed to Answer or demur to the Petition of the said Plaintiff, It is Considered that the said
Plaintiff Ought to recover the said Sum of $167.28 demanded in his petition together with
the Sum of $51.02 which the Court finds due as the interest thereon as prayed for in said Petition
It is therefore Considered that said D. T. Paul Plaintiff recover against said Defendant
O. Wells the said Sum of $218.30 together with his Costs in this suit taxed at $

Taber Randall Clerk —

Praecipe Mahlon Beane } Plea before the Hon. B. Hamblin Presiding Judge at a Court of
vs } Common Pleas begun and held at the Court House in Marysville within
Daniel Rees Et al } and for the County of Union in the State of Ohio On the 29th day of Oct 1867
Petition Came on the 22nd day of August A. D. 1867 the following petition was filed in the Clerk of said
Court in his office as follows to wit
Mahlon Beane Plaintiff } Court of Common Pleas
against } Union County Ohio
Daniel Rees and Emery Rees } Petition
John & Wm Rees & George L. Conwell Defendants } The said Plaintiff Mahlon Beane says that is

due him as assignee of John & Wm Towns from the Defendant Davis Rees on the Note according to copy of which & which is hereto attached the Sum of Three Hundred Dollars with interest from March 29, 1866 & this for Plaintiff asks Judgment against said Davis Rees for said Sum of Three Hundred Dollars with interest from March 29, 1866

Second The said Plaintiff further says that on the 29th of March 1866 the said Davis Rees & Mary Rees his Wife, Made, Executed & delivered to John & Wm Towns their deed in fee simple for the following premises Situate in Union County Ohio in Survey No. 5015 described as follows to wit, Beginning at a Stake in the Center of the Road thence S 63 3/4 & 21 3/5 poles to a Stake thence N 53 5/8 poles to the Center of the Marysville Road thence N 63 3/4 & 17 3/5 poles to a Stake thence N 53° 26' & 7 3/10 poles to a Hackberry, White Oak & Elm, thence N 63° 1/2 & 23 2/5 poles to a Stake in the Center of the Marysville Road thence with said Road S 38 1/2 & 7 3/10 poles to a Stake in the Beginning containing 107 Acres more or less, Which Mortgage deed was duly recorded the 25th of April 1866, in Book 5 Page 525 of the Records of Mortgages of said County and deed may be Exhibited to secure the Payment of the following Sums of Money for which his promissory Notes were given to wit Three Hundred Dollars due March 29, 1867, Four Hundred Dollars due March 29 1868, Four Hundred Dollars due March 29 1869, Four Hundred Dollars due March 29, 1870, & Two Hundred And Twenty Five Dollars due March 29, 1871, all with interest from date of said deed, That said first above named Note was duly Sold and transferred to the Plaintiff for a Valuable Consideration in the Usual Course of business & the Indorsements thereon & date & the same is now Owned by the Plaintiff And there is due & unpaid thereon the Sum of Three Hundred Dollars with interest from the 29th of March 1866 & the same is the first and prior lien on said land, That said Wm Towns and John Towns sold the other Notes not due & if not that George Monroe does, The Plaintiff asks a decree of this Court finding the amount due Him and that an Order of Sale of said premises be granted him to satisfy his said claim and that such other relief be granted as may be right

Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County ss. S. N. Robinson being duly Sworn deposeth and says that the Plaintiff is a Non Resident of the County of Union Ohio, and is now absent therefrom and from this City in the above action and believes the Statements made in the foregoing petition are all true

S. N. Robinson

State of Ohio Union County ss, Sworn to before me by S. N. Robinson and Signed by him in my presence this 24th of August 1867

Taber Randall Clerk

Issue Summons to the Sheriff of Union County to Davis Rees & Mary Rees and to Franklin County for John & Wm Towns & Endorse $ 300, and interest from March 29 1866, On Note and to Foreclose Mortgage

Robinson and Robinson

Issued on the 27th day of August A.D. 1867 the following Writs of Summons were issued by the Clerk of said Court One to the Sheriff of Union County and One to the Sheriff of Franklin County Which read as follows to wit

The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to notify Davis Rees and Mary Rees that they and each of them have been Sued by Marlow Beard in the Court of Common Pleas of Union County and that unless they Answer by the 28th day of September A.D. 1867 the Petition of the said Plaintiff against them filed in the Clerks office of said Court Petition will be taken as true and judgment rendered accordingly, You will make return of this Summons On the 9th Day of September A. D. 1867 With this Taber Randall Clerk of said Court and the Seal thereof affixed at Marysville this 27th day of August A.D. 1867, Taber Randall Clerk By D. P.

Return of Sheriff of Union County, Rec'd Aug 28 1867, Served by delivering to each of the defendants a certified Copy of this writ Sept 5th 1867 Fees $ 2.27 D. D. Whipley Sheriff

The State of Ohio Union County ss. To the Sheriff of Franklin County, You are commanded to notify John and William Towns that they & each have been Sued by Marlow Beard in the Court of Common Pleas of Union County, and that unless they answer by the 28th day of September A.D. 1867 the petition of the said Plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 9th day of September A.D. 1867, Witness Taber Randall.

(L.S.)

Clerk of said Court and the Seal thereof at Oneyo ville this 27th day of August A.D. 1867
Asher Randall Clerk C.P.

Sept. Return.

September 7th 1867. Served this writ on Johns Towns and Williams Towns by leaving a certified copy at the usual place of residence of each. Fees $2.50 Wm Donegan Sheriff
By W. S. Turner Deputy

Afterwards to wit On the 24th day of October A.D. 1867 the following Answer of G. L. Conover was filed with the Clerk of said Court which reads in the words and figures following to wit

Mahlon Brown Plaintiff
against
Davis Rose, Mary Rose
John & William Towns &
George L Conover Defendants

The State of Ohio
Union County S.S.
Court of Common Pleas, Oneyo

Answer

Now comes the Defendant George L Conover and by the leave of the Court first had and given for that purpose files this his Answer to the Petition of the Plaintiff in said cause and for answer says 1. On the 27th day of March 1866, the Defendant David Rose made and delivered to the Defendants John and William Towns his four several promissory notes of that date and thereby promised to pay to said Defendants John & William Towns the Sum of Four Hundred Dollars in two years after the date thereof for Value received together with interest thereon from date, and the Sum of Four Hundred Dollars in three years from the date thereof for Value received together with interest thereon from date, and the Sum of Four Hundred Dollars in four years after the date thereof for Value received together with interest thereon from date, and the Sum of Two Hundred Seventy Four Dollars in five years after the date thereof for Value received Copies of said notes and instruments are hereunto attached and marked "A", "B", "C" & "D" 2. On or about the 11th day of February A.D. 1867 the Defendants John & William Towns assigned and transferred the said notes to this Defendant. 3. The Defendant David Rose and Mary Rose his wife on the said 27th day of March A.D. 1866 to secure the payment of said notes executed and delivered to said John and William Towns their mortgage deed and thereby conveyed to the said John & William Towns their heirs & assigns the following lands and tenements situate in said County of Union to wit Part of Survey No 8005, beginning at a Stake in the Center of the road thence N 63 3/4 E 207 3/4 poles to a Stake, thence N 54 E 75 3/4 poles to a Stake in the Center of the Cedar road thence N 63 3/4 E 17 3/4 poles to a Stake thence South 53° 26' E 77 3/4 poles to a Stake, thence S 63° 10' West 222 3/4 poles to a Stake in the Center of the Sandy road, thence N to said road South 38 1/4 West 78 3/4 poles to a Stake the Beginning corner Containing One Hundred and Seven acres and thirteen rods of land more or less — The Condition contained in said mortgage deed was in substance that if the said David Rose or any one for him should punctually pay said notes and interest when due the said mortgage should be void and void otherwise to remain in full force and virtue in law. 4. On the 16th day of April 1866 at half past One Oclock P.M. the said mortgage was delivered to the Recorder of Union County to be by him entered on his record and was recorded on the 25th day of the same month. On or about the said 11th day of February A.D. 1867 the said John and William Towns assigned and transferred said mortgage deed to this Defendant. 5th This Defendant asks that if said mortgage shall be foreclosed on the petition of the Plaintiff and the premises ordered to be sold that the Court will take an account of said indebtedness to this Defendant and Order the proceeds to be applied in payment of the same and award Execution for the balance

Geo. L. Conover

The State of Ohio Franklin County ss. George L Conover of lawful age being duly sworn according to law says he is Defendant in the above Entitled action, and that he believes the facts stated and allegations in the foregoing Answer to be true

Geo. L. Conover

(Notarial Seal.) Sworn to before me by George L Conover and subscribed by him in my presence this 8 day of October A.D. 1867, Witness my hand and official Seal, Isaac P. Evans Notary Public in and for Franklin County Ohio

and of Law and to wit On the 27th day of October A. D. 1867, the following Entry was made upon the Journal of said Court which reads as follows to wit

Marlon Brand } No 413 —
Against
Davis Rees et. als } This day came the Plaintiff Marlon Brand and Submitted this Cause to the Court Upon the Consent of the Defendants, and thereupon the Court find the allegations of the Petition to be true and that there is due Plaintiff from the Defendant Davis Rees the Sum of $328.50. It is therefore Ordered and adjudged by the Court that if said defendant fail for ten days to pay said Sum of Three Hundred and Twenty Eight 50/100 Dollars and interest
Entry and costs of Suit taxed at $ That an Order of Sale issue to the Sheriff of said County who is appointed Special Master for that Purpose, Commanding him to advertise and Sell the Real Estate in said Petition described according to law, and apply the Proceeds thereof to the payment of the Costs and Plaintiffs Claim. Defendant this Cause is Continued

Att. H. Taber Blendell Clerk

S. W. Dolbear } Pleas before the Hon. L. Hamilton Presiding Judge at a Court of Common
vs Pleas begun and held at the Court House in Marysville within and
James Mulvain & for the County of Union in the State of Ohio On the 8th day of Oct. 1867
William Elliott } Hamilton On the 7th day of November A.D. 1867
the following Petition was filed with the Clerk of said Court which reads as follows to wit
S. W. Dolbear Plaintiff
vs. In the Court of Common Pleas of
James Mulvain & Union County Ohio
Petition
William Elliott Defendants }

The Plaintiff Says this action is founded upon a Promissory note of which the following is a copy to wit the Creditor Endorsement thereon "$ 170 Marysville Ohio July 6th 1865 Six months after date we principal debtors are jointly and severally promise to pay to Whitely Fassler & Kelley One Hundred and Seventy Dollars for Value received, and we hereby dispense with the demand of Payment of this Note, and authorize any attorney at law to appear for us or either of us at any time after the same shall become due, in any Court of record in the State of Ohio or Elsewhere and waive the issuing and Service of process and confess judgment against us or either of us in favor of the holder or holders of this Note for the Amount of said Note and interest payable annually after the same shall become due together with the Costs of Suit, and release all Errors and waive all right of Inquest in this behalf Witness our hands and Seals this 6th day of July 1865 —
Old Rev Stamp (Signed) James Mulvain Seal Wm Elliott Seal
10 cts Cancelled Said Note has the following Credit Endorsed thereon; "Rec'd on within Note Ninety (90 00/100) Dollars March 10th 1866" And it is Endorsed as follows "Pay to S. W. Dolbear without recourse November 4th 1867 Whitely Fassler & Kelley "Per Whitely" That he is now the legal Owner and holder of said Note for a good & Valuable consideration by Marlon from said Whitely Fassler & Kelley, and that no other Payments have been made than the one set forth therein before the Plaintiff from the Days thereof is due from the Defendants to him on said Note the Sum of Two Hundred Eighty One Dollars and Eighty One cents, with interest from the 10th day of March 1866, making the Sum of Ninety Dollars due to him at this date, Plaintiff therefore asks judgment against the said James Mulvain and Wm Elliott for said Sum of Ninety Dollars
Cole & Lawrence Atty for Plaintiff
The State of Ohio Union County ss. S. W. Dolbear Plaintiff being Sworn Says that the several statements made and allegations contained in the foregoing petition are true

Affidavit

of the Verity believe S. W. Dolbear — Sworn to by S. W. Dolbear before me and signed by him
in my presence this 7th day of November 1867 Peter Randall Clerk
Thereupon the following Answer in Cognovit was filed with the Clerk of said Court of Common Pleas
of Union County which Answer is as follows to wit

S. W. Dolbear Plaintiff — In Union Common Pleas

vs.

Myers Coulthain & Wm Elliott Defendants — Answer in Cognovit

Now come the Defendants and for Answer in Cognovit
Attorney for Deft

Attorney of this Court Who appears in behalf of the Defendants and by Virtue of a Warrant
of Attorney for that purpose executed and now produced to the Court and duly proved a Copy of
which is set forth in the Petition of the Plaintiff, waives the issuing and Service of process and
confesses that the said Myers Coulthain & Wm Elliott do owe to the said Plaintiff the said
Sum of Ninety Dollars, as the said Plaintiff has in his Petition set forth, and by Virtue of the
same Warrant of Attorney, the said Attorney hereby releases all Error & waives all rights of Appeal

John D. Porter Atty for Defendants

And On the 8th day of November A.D. 1867 the following Entry was made upon the Journal of said
Court of Records in the words and figures following to-wit

S. W. Dolbear
vs
Myers Coulthain &
Wm Elliott

And now comes the said Samuel W. Dolbear by his Attorney and
files his Petition against the said Myers Coulthain and William
Elliott and thereupon John D. Porter One of the Attorneys of this Court
appears in Open Court on behalf of said Myers Coulthain and William Elliott and by
Virtue of a Warrant of Attorney for that purpose Executed and now produced to the Court &
duly proved waives the Issuing and Service of Process and files his Answer and confesses that
the said Myers Coulthain and William Elliott do owe to the said Plaintiff the said Sum of Ninety
Dollars as the said Plaintiff hath in his said Petition set forth, It is therefore Considered, Ordered
and Adjudged by the Court that the said S. W. Dolbear do recover of the said Myers Coul-
thain and William Elliott the said Sum of Ninety Dollars so confessed to be due and
also his Costs herein Expended and execution issue thereon — and by Virtue of the same Warrant of Attorney all Error is released and all right of Appeal waived by the said Myers Coulthain and
William Elliott

Attest Peter Randall Clerk —

Petition

John McAllister — Pleas before the Hon. J. Coughlin Presiding Judge at a Court of Common
vs — Pleas begun and holden at the Court House in Marysville within and for
Isaac McAllister Et Als — the County of Union in the State of Ohio On the 6th day of February 1868
Issue to sum to wit On the 20th day of June A.D. 1866 the following Petition was filed with the
Clerk of said Court which reads as follows to wit — In Court of Common Pleas Union County Ohio Petition

John McAllister Plaintiff — The Plaintiff a resident of said County of Union, Says that
Against — John McAllister Senior died Seizen in fee Simple of the following
Isaac McAllister Et Als — Real Estate Situate in the County of Union Ohio in Survey No. 3696
Described as follows to wit — Lot No 4 (See Book No 4 Pages 138 & 14 of Union County Deeds,)
Beginning at Two Lyms & Ash & Hickory South Easterly corner of said Survey, thence North the Survey
line N 7° E 126 Poles to a Stake in the Middle of Bokes Creek, Witness a Hickory on the South Bank
and a Buckeye & Papaw on the North Bank thence up the Creek with its meandus about 200
Poles to a Stake Witness a Box Elder & Sugar tree on the South and two Lyms on the North Side of said Creek
thence S 7° W 337 Poles to an Ash and Sugar in the South line of the Survey, thence with the Survey line

Affidavit — Petition — Summons — Sheriffs Return — Waiver — [illegible] acts stamp

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February 1868

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$83 & 106/100 Rods to the Beginning Containing 139 acres. That Said Decedent died intestate leaving Mary McAllister his Widow Entitled to Dower in Said Real Estate - having before his death dedicated One Half an acre Occupied as a Grave Yard On the Delaware and Bellefontaine Road. That he died leaving the following children his Heirs & Tenants in Common and Seizen of Said Land Viz: the Petitioner John McAllister and the Defendants to wit Isaac McAllister, Eliza A. Bell intermarried with Amiza A. Bell, Adeline McAllister, William McAllister Nancy Jackson intermarried with David Jackson, Rebecca Newhouse intermarried with John Newhouse and Nelson McAllister Your Orator leaving D. Linn McAllister his Widow and Ellinor Esther Caspeis and Ida McAllister his Children and Heirs at law Entitled to his Share of his Said Estate, That petitioner is tenant in Common with Said Heirs of Said John McAllister deceased, of Said Land & is Entitled to have Partition Thereof & Quiet to Hold his Eighth Thereof in Severalty. The Petitioner further Says That after the death of Said John McAllister Said Heirs Entered into an Amicable Agreement a Copy of which is Hereto attached Whereby Said Heirs Agreed with Each Other and with Isaac McAllister That Said Isaac McAllister Should have as a part of his Share of Said Land 11 acres thereof off of the South East Corner of Said Land and adjoining to the 66 acre lot now owned by Said Isaac McAllister, and on Can the Same could not be Set off to him, That he Should have pay for his improvements thereon made by Him therefor, That Said Isaac has Complied that term Occupied the Said Eleven acres and improved the Same by the Expenditure of Labor and Money and the Same Should be assigned to him if possible Therefor Plaintiff asks That an Order of Partition be Granted to him and that Down and Partition be made as the law and Good Conscience may require in the premis Robinson & Robinson Attys for Plaintiff -

Precipe — Issue Summons & Endorse "Partition of 139 acres farm" Robinson & Robinson Attys for Plaintiff

Thereupon the following Writ of Summons was Issued by the Clerk of Said Court which reads as follows

Summons — The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify Isaac McAllister Eliza A. Bell & Amiza A. Bell, Adeline McAllister William McAllister Nancy Jackson and David Jackson Rebecca Newhouse and John Newhouse and Nelson McAllister that they have been Sued by John McAllister in the Court of Common Pleas of Union County Ohio and that unless they answer by the 21st day of July A.D. 1866 the Petition of the Said Plaintiff Ag[ainst] them filed in the Clerks Office of Said Court, Such Petition will be taken as true and judgment rendered accordingly, You will make due Return of this Summons On the 2d day of July A.D. 1866, Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 20th day of June A.D. 1866 Taber Randall Clerk C.C.P.

The following is the Endorsement of the Sheriff upon Said writ, "Rec'd this writ 22d June /66 Served Isaac McAllister, Eliza A. Bell, Adeline McAllister Rebecca Newhouse John Newhouse and Nelson McAllister by leaving at Each of their places of residence a certified Copy of this writ, June 30 1866 William McAllister David Jackson & Nancy Jackson not found in my County Fees $3.77

S. B. Whelpley Sheriff

Sheriffs Return

Afterward to wit On the 29th day of September 1866 the following Notice & Waiver was filed with the clerk of Said Court which reads as follows to wit -

Waiver

John McAllister — Court of Common Pleas

vs. Union County Ohio

Isaac McAllister & Others } Petition for Partition.

We David Jackson & Nancy Jackson do hereby waive notice of Service in this Cause and consent to whatever the Court may do in the Cause, Witness Our Hands and Seals this day of September 1866

David Jackson [Seal]

Nancy Jackson [Seal]

And afterward to wit On the 29th day of September A.D. 1866 the following writ of Summons was Issued by the Clerk of Said Court which reads as follows, The State of Ohio Union County ss.

You are Commanded to Notify D. Linn McAllister, Ellinor McAllister, Esther McAllister Caspeis McAllister and Ida McAllister that they & each have been Sued by John McAllister in the Court of Common Pleas of Union County and that unless they answer

Summons

by the 27th day of October A.D. 1866 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court, Said Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 8th day of October A.D. 1866, Witness Isaac Randall Clerk of said Court and the Seal thereof at Marysville this 29th day of September A.D. 1866 — —

Isaac Randall Clerk C.P.

Sh'fs Return

The foregoing Writ is Endorsed as follows Rec'd, this Writ October 4th 1866, and Served by leaving a certified Copy of this Writ at the residence of Each of the Within named Defendants On the 8th day of October 1866 Fees $4.07 A. B. Shipley Sheriff by Thomas Martin Deputy — —

And On the 16th day of February A.D. 1867 the following Notice was filed with the Clerk of said Court of Com. Pleas which reads John McAllister vs. Court of Common Pleas

Waiver

Union County Ohio

Isaac McAllister Et Al's. } Petition

William McAllister One of the Defendants in the above named action do hereby waive process On Our in said action

William McAllister

November 1866 —

And afterwards to wit On the 18 day of February A.D. 1867 the following Entry was made upon the Journal of said Court which reads

Entry

John McAllister } On Motion of Counsel for Plaintiff John B. Coats is appointed Guardian
vs. } ad Litem for Adeline McAllister Elenor McAllister, Luther McAllister
Isaac McAllister Et Al's } and Ida McAllister, and said John B. Coats Esq appeared and
filed his Answer as such Guardian ad Litem —

Thereupon the following Answer of John B. Coats Esq Guardian ad Litem was filed with the Clerk of said Court which reads

John McAllister } Court of Common Pleas
vs. } Union County Ohio
Isaac McAllister Et Al's } Answer, For Adeline McAllister, Elenor McAllister, Luther McAllister and Ida McAllister and denies the several allegations of said Petition as Guardian by law John B. Coats Guardian ad Litem

Ans. Guar. Ad. Litem

And thereupon to wit On said February 18th 1867 the following Entry was made upon the Journal of said Court which reads in the words and figures following to wit —

Entry

John McAllister } Civil Action in Partition
vs. } This day came the Plaintiff and made Proof to the Satisfaction of the
Isaac McAllister Et Al's } Court of due Notice having been served on the Defendants of the pendency of this action, and the Court being Satisfied of the truth of the several allegations of the Petition adjudge the Plaintiff is Entitled to Partition as prayed for, It is therefore, Considered, Ordered and Decreed accordingly that a writ of Partition Issue to the Sheriff Commanding him by the Oaths of Edward Forsyth, Richard Harkins and Franklin Pine disinterested Freeholders of the County to Set off to Mary McAllister Widow of John McAllister deceased the sixth One third of the Real Estate in said Petition described as Her Dower, And that by the like Oaths of the same persons he make his Return of said Real Estate, Subject to said Dower as follows to the Petitioner John McAllister One Eighth, Isaac McAllister One Eighth, Eliza A. Bell wife of Anzo A. Bell One Eighth, Adeline McAllister One Eighth, William McAllister One Eighth, Mary Hawkins wife of Dennis Hawkins One Eighth, Rebecca Newhouse wife of John Newhouse One Eighth, Elenor McAllister, Luther McAllister, Cassius McAllister and Ida McAllister Children of Nelson McAllister deceased One Eighth, Subject to the Dower Estate therein of Ann McAllister the Widow of Nelson McAllister dec'd, and that they Assign to said Ann McAllister the One third part of the Eighth assigned to said Heirs of Nelson McAllister dec'd as her Dower therein, It is further Ordered that in Case said Commissioners are of the Opinion that said Real Estate after Assigning said Dower to Mary McAllister will not Admit division without

Sh'fs Return, Com. Report

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manifest injury to the Whole premises And That the Share of Isaac McAllister may be Set off to Him without injury to Said premises that the Same be done by them And they Apportain the remainder of Said premises, according to Law And report their proceedings therein at Next Term of the Court - - -

Afterwards to Wit On the 13th day of March A.D. 1867 the following Order of Partition was Issued by the Clerk of Said Court which with the return of the Sheriff And report of the Commissioners is as follows to Wit-

Order Partition

The State of Ohio Union County SS. To the Sheriff of Said County Greeting, You are commanded that without Delay by the Oaths of Ithiel Sweet, Richard Hoskins And Isaac Franklin, You Cause to be Set off And Assigned to Mary McAllister Widow of John McAllister Late of Said County dower in Equal Third part of the following Real Estate Situate in Said County of Union and Described as follows, Part of Survey No 3676 Lot No 1, Beginning at Two Lyms, Ash & Hickory S. E. Corner of Said Survey thence With the Survey line N 7° 50' E 126 Poles to a Stake in the Centre of Bokes Creek, Hickory & Hickory On the South bank And a Buckeye & Sycamore Saw on the North bank thence Up the Creek as it Meanders about 200 Poles to a Stake Elm & Box Elder & Sycamore on the South And two Lyms on the North Side of Said Creek thence S 7° 50' W. 337 Poles to an Ash and Sugar in the South line of the Survey thence With the Survey line S 83° E 106 Poles to the Beginning Containing 139 acres. And That by the like Oath of the Said Ithiel Sweet Richard Hoskins And Franklin You Cause Partition of Said described Real Estate to be Made among the following Named Persons & in the following Proportion, Subject to Said Dower to Wit- To John McAllister One Eighth, to Isaac McAllister One Eighth, To Eliza A. Bell wife of Lorenzo A. Bell One Eighth, And also McAllister One Eighth, William McAllister One Eighth Nancy Jackson Wife of David Jackson One Eighth, Rebecca Newhouse Wife of John Newhouse One Eighth, To Eleanor McAllister Sutton McAllister Louisa McAllister And Ada McAllister Children of Nelson McAllister deceased One Eighth, Subject to the Dower Estate Therein of Ann McAllister Widow of Said Nelson McAllister dec'd And That by the like Oath of the Same Seven Persons You Cause to be Set off And Assigned to Said Ann McAllister Dower of Nelson McAllister dec'd, the One Third Part of the Eighth Assigned to Said Heirs of Nelson McAllister dec'd, And if Said Commissioners Are of Opinion That Said Real Estate after Assigning Dower to Said Mary McAllister Will Not Bear Partition Without Manifest injury to the Whole premises And That the Share of Isaac McAllister May be Set off to Him without injury to Said premises That the Same be done by them And That they Apportain the Same And do Said premises according to Law In pursuance of an Order lately Made in Our Said Court of Common Pleas for Said County of Union in a certain Petition for Dower And Partition in Said Court Pending Wherein the Said John McAllister is Petitioner And the Said Isaac McAllister And Others are Respondents, And That in like manner by the Oaths of the Same Seven, You Make a just And true Appraisement of the Yearly Value of Said Real Estate after Deducting the Necessary Expenses And That your Proceedings in the premises You Distinctly Certify Under your Hand to Our Said Court forthwith, And Have you then there this Writ, Witness my Hand And Seal of Said Court at Marysville this 13th day of April A.D. 1867

Taken Bland all Clerk

L.S.

Sheriffs Return, The State of Ohio Union County SS. Rec'd this 14th April 16th 1867, I have Executed this Writ by the Oaths of the within named Commissioners who's Report is Herewith returned Marysville O May 8th 1867, Total Fees returned $20.90 D. B. Whelpley Sheriff - - -

Sheriffs Return, Com. Report

Commissioners Report.

John McAllister
vs
Isaac McAllister et al

Union County SS.
Court of Common Pleas
In Partition and Dower

According to the Command of the Writ of Partition and Dower in this cause Issued and On call of the Sheriff of Said County, We the Undersigned Commissioners after being first duly Sworn and upon Actual View of the premises do Set off and Assign to the Said Mary McAllister as Her Dower Estate in the Said lands in Said Petition described the following tract to Wit, Beginning at a Stone in the Center of the Delaware and Bellefontaine Road and in the East

line of Survey No 3696, thence with said road N 56° W 63 24/100 Poles to a Stake thence N 8½ E 83 Poles to a Stake thence S 81½ E 53 Poles to the center of Bokes Creek thence down the center of said Creek to the East line of said Survey No 3696, thence with said line S 8½ W 90 77/100 Poles to the Beginning containing 33 A, 872 Poles, Excepting therefrom the following described piece of land used as a Grave yard Beginning in the center of the Delaware and Bellfontaine road and in the East line of Survey No 3696 thence with said road N 56° W 10 Poles to a Stake, thence N 46½ E 14 87/100 Poles to a Stake in the East line of said Survey No 3696, thence with said line S 8½ W 16 16/100 Poles to the Beginning containing 72 Poles more or less And we do Set off and assign to the said Isaac McAllister as his Share in said lands in the petition described, So much (free from Dower incumbrance) as is contained within the following bounds, Beginning at a Stone at the South East corner to said Survey No 3696, thence with the East original line N 8½ E. 34 76/100 Poles to a Stone in the center of the Delaware & Bellfontaine road thence with the center of said road N 56° W 56 ½ Poles to a Stake thence S 8½ W 59 60/100 Poles to a Stone in the South line of said Survey No 3696, thence with said line S 82½ E 57 Poles to the Beginning containing 15 Acres more or less, And upon actual View of the premises We are of the Opinion that the remainder of said lands cannot be divided or about to manifest injury and we do Estimate the Value of the same Subject to said Dower Estate at Three Thousand Four Hundred and Eighty Dollars $3480

Given under Our Hands this 25th day of April A D 1867

Ahnid Jewett Azael Franklin Richard Hankins Commissioners —

Also We the Commissioners in Partition in the foregoing Order Named do hereby certify on Oath aforesaid & on actual view of said premises do find that the Dower of Ann McAllister cannot be assigned by Metes & bounds and We Estimate the Value of the annual rents issues & profits of the said Farm Subject to said Dower of Mary McAllister and Excluding the taxes thereon and necessary expenses of keeping up the repairs thereof at the Sum of One Hundred and Fifty Dollars per year, And We are of the Opinion that the Assignment before and above made to Isaac McAllister of his Share of said Farm does not injure the balance of the said Farm and that it is better for said Farm and the Owners thereof that his Share be so Set off by Metes and Bounds than to have the whole Farm Sold and pay Out of the proceeds of such Sale the Value of his improvements made thereon

Witness Our Hands and Seals this 8th of May A D 1867

Ahnid Jewett and Franklin Richard Hankins Commissioners

And afterward to wit On the 25th day of June 25th A D 1867 the following Entry was made upon the Journal of said Court which reads in the words and figures following to — Wit

John McAllister
vs.
Isaac McAllister et al

This day came on this Cause to be heard on the motion to confirm the report and proceedings of the Sheriff and Commissioners in partition and upon said motion to set aside the same to which decision the Atty of said Ann McAllister excepts It is therefore Ordered and Adjudged that said Widow be and stand Endowed of the Rent of said real Estate Set off to her in said report and that said Isaac McAllister stand seized and hold in Severalty the part thereof Set off and assigned to him in said report as his Share of said real Estate, And that the said parties Electing to take said land which was appraised at the Valuation thereof it is Ordered and Adjudged that the same be sold according to law, Subject to the Dower assigned and that an Order of Sale issue to the Sheriff of said County who is hereby appointed Special Master Commissioner for that purpose Commanding him to advertise and sell according to law said land (not including the lot Set off to said Isaac McAllister, And that he report his proceedings therein to this Court at its next term and this Cause is Continued for further Order

Entry

Answer

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of Newark to wit On the 26th day of July A.D. 1867 the following Answer of Isaac McAllister was filed and the Clerk of said Court which reads as follows to wit

John McAllister Plaintiff } Court of Common Pleas
vs. } Union County Ohio
Isaac McAllister Defts } The Defendant Isaac McAllister now coming and for answer to said petition says that he admits the several allegations of said petition are true, The said Defendant further says he owns a farm lying and situate immediately adjoining the Eleven acres assigned to him by the Commissioners in the foregoing cause and in pursuance of the agreement set forth in said petition he took possession of said Eleven acres of land and have improved the same at great cost & Expense and in such manner as most suitable to his adjoining farm. Defendant says the assignment to him of said lot as his share of said farm will leave the remaining part of said farm in good shape for sale & it is better for this defendant & as beneficial to the remaining parties that the part assigned to him be not sold with the remainder of said farm for the reason that the improvements are now suitable for the purpose of renting with his other farm than with the said John McAllister farm. Therefore this defendant asks that his share of said farm be assigned in lands in case the same can be done without injury to the remaining parties and that as he believes such assignment has already been made he asks that the same be confirmed

Answer

Robinson & Robinson Attys for Isaac McAllister

The State of Ohio Union County ss. I Isaac McAllister One of the Defendants in the within named cause being duly Sworn do depose & say the several allegations of the within answer are true as I believe

Isaac McAllister

Sworn to and Subscribed before me this 26th day of July 1867 Taber Randall Clerk

And afterwards to wit On the 13th day of December A.D. 1867 the following Order of Sale was issued by the Clerk of said Court which reads in the words and figures following to wit

The State of Ohio Union County ss. To the Sheriff of Union County Greeting, In pursuance of an Order of the Court of Common Pleas within and for the County of Union at the May Term thereof A.D. 1867 in a certain Petition for Partition now Pending in said Court wherein John McAllister is Petitioner and Isaac McAllister and Others Defendants, You are commanded that without delay you cause to sell at Public Auction the Land and Tenements in said Petition described to wit Situate in said County of Union Part of Survey No. 3696, Lot No 1 Beginning at two Lynns ash and Hickory S. E. Corner of said Survey thence North the Survey line N. 7° E 126 Poles to a Stake in the Middle of Bokes Creek Between a Hickory on the South Bank & a Buckeye & Paw Paw on the North Bank thence up the Creek with its meanders about 200 Poles to a Stake Between a Bee Elder & Sugartree on the South & and Two Lynns on the North Side of said Creek thence S 75° W 287 Poles to an Ash & Sugartree in the South line of the Survey, thence with the same line S 83° E 106 Poles to the Beginning containing 139, Excepting Fifteen acres set off and assigned to said Isaac McAllister and bounded as follows Beginning at a Stone in the S. E. corner of said Survey No. 3696, thence with the East Original line of N 8½ E 34 70/100 Poles to a Stone in the center of the Delaware and Bellefontaine road thence with the Center of said road N 56 a 56½ Poles to a Stake thence S 8½ W 59 60/100 Poles to a Stone in the South line of the Survey No. 3696 thence with said line S 82½ E 61 Poles to the Beginning containing 15 acres more or less and Excepting also the Grave Yard lot, Beginning in the center of the Delaware and Bellefontaine road and in the East line of said Survey No. 3696, thence on the said road N. 56° W. 10 Poles to a Stake thence N 41° E 14 80/100 Poles to a Stake in the East line of said Survey No. 3696, thence with said line S 8½ W 16 70/100 Poles to the Beginning containing 72 Poles more or less, Subject to the Dower Estate of said McAllister, and that you proceedings in the premises you make known to our said Court of Common Pleas at their next term And have you then there this writ. Witness Taber Randall Clerk of said Court at Marysville this 13th day of December A.D. 1867 Taber Randall Clerk

And the following is the return of the Sheriff upon said Order of Sale to wit, The State of Ohio Union County ss.

Received this writ December 13th 1867 And by Virtue of this writ I advertised the within described lands and tenements for Sale at the door of the Court House - Marysville on the 27th day of January 1868 at One Oclock P.M. in a News Paper printed in Marysville called the Marysville Tribune a Newspaper of General circulation in Said County And after having Said advertisment for more than thirty days in Said Paper Proceeded on Said 27th day of January 1868 at One Oclock P.M. to offer Said lands and tenements at Public Sale at the door of the Court House in Said County, And then and there Struck off the Same to John McAllister for the Sum of Three Thousand Five Hundred and Five Dollars, it being more than two thirds the Appraised Value and the being the highest and best bid & sale was declared the purchaser thereof

Amount of Sale $3505.00 Fees $ 39.97 D B Shelpley Sheriff - -

And on the 3 of February A.D. 1868 the following Proof of Publication was filed in the Clerks of Said Court which reads as follows to Wit

Proof of Publication

Sheriffs Sale, Union Com. Pleas.

John McAllister & Others } By Virtue of An Order of Sale to me directed from the Court of Common Pleas of Union County Ohio I Shall offer for Sale at the door of the Court House in

Isaac McAllister & Others } Marysville, Union County Ohio. On the 27th day of January 1868 at One Oclock P.M. the following described Real Estate to wit Situate in Union County Ohio, Part of Survey No 3696 Lot No 1. Beginning at Two Lyms Ash & Hickory, S.E. Corner of Said Survey, thence with the Survey line N 75 O E 136 Poles to a Stake in the Middle of Bokes Creek Witness a Hickory on the South Bank and a Buckeye & Paw Paw on the North Bank, thence up the Creek N 12 W its meanders about 200 poles to a Stake Witness a Box Elder and Sugar tree on the South and Two Lyms on the North Side of Said Creek thence S 75 O W 95 7 Poles to an ash and Sugar tree in the South line of the Survey, thence on the Survey line S 85 E 106 Poles to the Beginning Containing 139 acres more or less, Excepting 15 acres Set off and assigned to Said Isaac McAllister and bounded as follows, Beginning at a Stone in the S.E. Corner of Said Survey No 3696 thence on the East Original line N 8 1/2 E. 34 7/100 Poles to a Stone in the Center of the Delaware and Bellefontaine Road thence with the Center of Said Road N 56 W 56 1/2 Poles to a Stake thence S 8 1/2 W 59 60/100 Poles to a Stone in the South line of Said Survey No 3696, thence with Said line S 85 1/2 E 61 Poles to the Beginning 15 acres more or less. And Excepting also the Grave Yard at Sycamore in the Center of the Delaware and Bellefontaine Road and in the East line of Said Survey No 3696, thence with Said Road N 56 W 10 poles to a Stake thence N 46 1/2 E 14 80/100 Poles to a Stake in the East line of Said Survey No 3696, thence with Said line S 8 1/2 W 16 10/100 poles to the Beginning Containing 72 Poles more or less, Subject to the Dower Estate of Said Mary McAllister, Terms, One third on day of Sale balance in one and two years with interest secured by Mortgage, Dec. 20th 1867 Robinson & Robinson Attys. D B Shelpley Sheriff

State of Ohio Union County S.S. I John H Shearer do make Oath that the advertisement of which the annexed is a copy Was Published for Thirty days prior to the 27th day of January A.D. 1868 in the Marysville Tribune a Newspaper of General circulation in Union County Ohio and of which I Am the Editor and proprietor

J H Shearer

Sworn to and Subscribed before me this 3d day of February A.D. 1868

Faben Randall Clerk - -

Petition 50 cts Stamp

Entry

And afterwards to Wit On the 6th day of February A.D. 1868 the following Entry Was made upon the Journal of Said Court which reads as follows

John McAllister } Petition - This day came the parties to this action and - Isaac McAllister Et als. } Submitted this Cause to the Court on Motion to Confirm the Sale and Distribute proceeds, Whereupon the Court being fully advised in the premises do find the Said Sale to be in all respects lawful and regular. It is therefore considered, Ordered & adjudged by the Court that Said Sale be and the Same is hereby Confirmed and the Said Sheriff authorized to Execute and deliver a deed in fee simple for Said Land to Said Purchaser, and it is further considered Ordered and adjudged that the costs of this Proceeding including an Attorneys Fee of $100.00 to Robinson & Robinson

shall be paid as follows to wit Fifteen Dollars by Isaac McAllister and the remainder $85.00 to be taken out of the proceeds of said Sale, and that the remainder of the proceeds of said Sale including the deferred payments be distributed as follows to the petitioner John McAllister One Seventh, Eliza A. Bell One Seventh, Adeline McCallista One Seventh William McCallista One Seventh, Nancy Jackson One Seventh Rebecca Ann Brown One Seventh, Eleanor McAllister, Luther McAllister, Lapheus McAllister, Ida Mc. Allister and Ann McAllister the Widow and Heirs of Nelson McAllister dec'd, One Seventh together, but Out of said Seventh Shall be paid to Ann McAllister in Lieu of her dower the full one fourth of said Seventh, and the remaining three fourths of said Seventh be paid in Equal sums to said Heirs of Nelson McAllister dec'd, That said Sheriff take a Mortgage to said Heirs for the several sums due them before he deliver the deed to said purchaser

Allen Taber Randall Clerk

Otee Jennings } Pleas before the Hon. L. Conklin Presiding Judge at a Court of Common Pleas begun & holden
&c } at the Court House in Marysville in Union and for the County of Union in the State of Ohio
H. H. Jennings } On the 11th day of February A. D. 1868. Hereof fail not to wit On the 13th day of October
1866 the following petition was filed with the Clerk of said Court which reads

Otee Jennings Plaintiff } Court of Common Pleas
Against } Union County Ohio
Petition
Henry H. Jennings Defendant } Petition for Divorce and Alimony

The Petitioner Otee Jennings represents that She is now and has been for more than One year
50 cts Stamp past a bona fide resident of said County of Union and State of Ohio, That the said Defendant
was lawfully intermarried with Each Other On the 15th of December 1842 in the Village of Milford
Pennsylvania and they lived with Each Other as husband and wife the most of the time until
the 14th day of February 1860, The petitioner having learned in the meantime that said Defendant
was at the time of said marriage the lawful husband of another woman who died prior to the 14th of
February 1860, That on the 14th day of February 1860 in order to induce the petitioner to live with him
recognize him as her lawful husband the said defendant was again lawfully married to the petitioner
by D. W. Peck Minister of the M. E. Church On the 43d Street in the City of New York and continued to
live with the petitioner until the 22d day of May 1863, When under the pretence of seeking a home in Ohio
for himself and family he left her & in June 1863, married another woman by name Sarah Jane Elliot
with whom he has ever since lived in a State of Adultery and has by her two Children and is now living with
her in Adultery And is guilty of Committing Adultery with her, The petitioner further States that
for the Sake of her three children, Ida E. Jennings aged 12 years January 11th 1867, Henry H. Jennings
aged 10 years Dec 31 1866 & John O. Jennings aged 7 years the 27th of February 1867, She did not
prosecute her said Husband and accepted from him a home for herself & children on the farm of 100 acres
in Washington Township Union County Ohio bought by him of Allen Farnum & on which said H. H. Jennings
now resides. Which defendant promised the petitioner so long as She should live, but She has not lived or
cohabited with him or in any way recognized him as her Husband and refused to live & cohabit with him
until he would put away from him the said Sarah J. Elliot, That on the 9th day of October 1866 the
Defendant came to the said petitioners aged Mother and Violina took her household furniture out
of said house on said farm and took her children away and compelled the petitioner to leave said
premises. The petitioner therefore asks that said H. H. Jennings be made Defendant to this petition
and be required to answer Each and all of the allegations of the foregoing petition, The petitioner
further avers that with the Exception of two cows which the Defendant has given the use of to her
and some few all amount of furniture and a small garden spot on said farm & the use of said house
the petitioner has been dependent on her brother for support of herself & children & She has no means

what ever to Support Herself and Children or to Carry On this Petition for Divorce and Alimony, The petitioner therefore prays that provisional Alimony be Granted Her to Enable Her to Carry On this proceeding and to Support Herself and Children pending the Same, And on final Hearing of the Same that a decree for Alimony & divorce be granted Her & that her lein for Alimony be Established on said Real Estate.

Robinson & Robinson Attys for Petitioner

The State of Ohio Union County ss. D. Dee Cuninghs being duly Sworn do depose & say the foregoing allegations of the foregoing petition are all true

D Dee Cuninghs

Sworn to before me and Signed in my presence by Dee Cuninghs this 13th of Oct 1866

Henry H. Smith Probate Judge

Summons — There for the following writ of Summons may issued by the Clerk of Said Court which reads The State of Ohio Union County ss To the Sheriff of Union County, You are commanded to notify D. H. Cuninghs that he has been sued by Dee Cuninghs in the Court of Common Pleas of Union County and that unless he appears by the 10th day of November A.D. 1866 the petition of the said Plaintiff against him filed in the Clerks Office of said Court, Such petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 25th day of October A.D. 1866, Witness Faber Randall Clerk of said Court and the Seal thereof at Marysville this 13th day of October A.D. 1866,

Faber Randall Clerk

Sheff's Return — The following is the Endorsement of the Sheriff thereon to wit Recd this writ Oct. 15 1866, Served Oct 19th 1866 by delivering to the Defendant a certified copy of this writ for Ds a copy of the Petition

Fees $ 2.82

D. B. Wheelsley Sheriff

Entry — And afterwards to wit on the 25th day of February A.D. 1867 the following Entry was made upon the Journal of said Court which reads

Dee Cuninghs vs D. H. Cuninghs — On Motion of Plaintiffs on professional Statement of Defendants Counsel, this Cause is Continued, And thereupon on the Application of the Plaintiff Alimony pending Suit is allowed to Plaintiff as follows to wit Fifty Dollars payable On or before 10th 1867, Forty Dollars on the 1st of April 1867, and Twenty Dollars on the 1st of May 1867, It is therefore Considered Ordered and Adjudged that said defendant pay to Plaintiff said sums of Money at the times above mentioned, And on default thereof that Execution issue therefor as the same become due

Entry — And afterwards to wit On the 15th day of May 1867 the following Entry was made in the Journal of said Court which reads in the words and figures following to wit

Dee Cuninghs vs D. H. Cuninghs — Divorce & Alimony

On application & Petition and by consent of Parties an Injunction was allowed by the Court restraining the Defendant from disposing of or Encumbering the farm On which Petitioner resides and known as the Davis Farm in Union County Ohio, Until the final Order Shall be made in this case

Entry — And On the 25th day of June A.D. 1867 the following Entry was made upon the Journal of the Court of Common Pleas within and for the County of Union Which reads in the words and figures following to wit

Dee Cuninghs vs D. H. Cuninghs — On Motion of Plaintiffs Counsel

It is Ordered that the sum the Sum of $100 Alimony pending Suit be allowed the Plaintiff said Dee Cuninghs to be paid in Five installments to wit $20.00 at the close of this Term of Court, $20.00 July 25th 1867, $20.00 August 25th 1867, $20.00 September 25th 1867, and $20.00 On the 25th of October 1867, It is therefore considered Ordered, and Adjudged that said Defendant pay to Plaintiff said several Sums of Money at the times above mentioned and in default thereof that Execution issue therefor as the same Shall become due as aforesaid, And this Cause is Continued

Court of Common Pleas On the 11th day of February A. D. 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

See Minutes

Entry

D. P. McDowell
vs
D. P. McDowell

Divorce and Alimony

This day came the parties by their Attorneys and thereupon this Cause came on to be heard, upon the petition of the Plaintiff and the Evidence produced by the parties Plaintiff and Defendant, and was Argued by Counsel, Whereupon the Court do find that the Evidence and proof of the Marriage alleged in the Plaintiffs petition are insufficient, Whereupon it is Considered Ordered and adjudged and decreed by the Court that the said petition of the said Plaintiff be and the Same is hereby dismissed and the said Plaintiff is permitted to resume her former Name of Dee Hawks, and the Court do further find by the Consent of the Plaintiff & the Defendant, that the Plaintiff has performed Valuable Services for the said Defendant as She in her petition hath alleged, It is therefore with Defendants Consent Considered Ordered adjudged and decreed by the Court that the said Plaintiff recover of the said Defendant the Sum of One Thousand Dollars for and in Consideration of the Services rendered as aforesaid, To be paid as follows to wit, Five Hundred Dollars down & Soon as She leave the Defendants premises on which they now live, One Hundred of which Five Hundred Dollars is to be paid to Dr. Robinson for advances & Expenses and his fee in this proceeding, Two Hundred Dollars in Four Months from date, One Hundred Dollars in One year, One Hundred Dollars in Two years, One Hundred Dollars in Three years, One Hundred Dollars in Four years, and One Hundred Dollars in Five years, The last Five Payments on interest payable Annually, and not to be transferable by the Plaintiff, The two former decrees for Alimony pending suit are hereby set aside, Except so far as Payments have been made thereon, The Plaintiff to take from of the Defendants property when She leaves The Court by like Consent of the Defendant doth Order and adjudge that the defendant pay the costs of this proceeding herein taxed to $ in Thirty days or in default thereof that Execution issue therefor as On Judgments at Law, It is by like Consent of the Defendant Ordered and adjudged that said Several Sums of Money be and remain a lien on his farm in Washington Township Union County on which he now resides Until they are Severally Paid or Until he shall Secure the Same by Mortgage on said farm And failing to pay or Secure Same when due Shall Entitle the Plaintiff to an Order of Sale after ten days default It is further Ordered and decreed that the injunction heretofore allowed be and the Same is hereby dissolved and held for nought

Attest Taber Randall Clerk

D. P. McDowell
vs
William Cole &
Alice Cole his Wife

Pleas before the Hon I. I. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville in and for the County of Union in the State of Ohio on the 6th day of February A D 1868 Hereinafter to wit On the 3d day of Dec. A D 1867 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

D. P. McDowell Plaintiff
vs
William Cole & Alice Cole his Wife Defendants

Court of Common Pleas
of Union County Ohio

Petition On Note & Mortgage

The Plaintiff D. P. McDowell Says that on the 19th day of July 1867, the Defendant William Cole made and delivered to One Cushman Brane by the Name of C. Brane his promissory note of that Date and thereby promised to pay to said Brane Four Hundred Dollars on the One, in Sixty days from that date, Plaintiff Says that On the 14th day of August 1867, the said Brane

Said promissory Note of the Said A. Brand, for a full and fair and Valuable consideration and that Said Brand then delivered the same to him, A copy of Said Note and the Endorsements thereon Attached and Marked "A." Hereunto Said that Said William Cole and Alice Cole his Wife On Said 19th day of July 1867 to Secure the Payment of Said promissory Note Executed and delivered to the Said Ashur Brand their Mortgage deed of that date and thereby Conveyed to the Said Ashur Brand his heirs and Assigns the following lands and tenements to Situate in Jerome Township Union Co. Ohio being part of T. 2 in Survey No. 2335, Commencing in the West line of John McCutchens land Eight Rods North of the South West Corner at a Stake in the Centre of the State Road thence along Said line S 8° E 8 Rods to the Corner thence N 80 3/4 E 79 Rods to a Stake in the Center of the County Road, thence in a North West direction to a stake in the center of the State Road 57 Rods North East from the Place of Beginning, thence along the center of Said Road 57 Rods to the Beginning, Containing Eleven acres and Seventy three Rods more or less, It being the Same land Conveyed by D. McDonald to Said William Cole by deed bearing date February 23d 1865, The Condition Contained in Said Mortgage deed was that "Provided Nevertheless, That William Cole has Executed his promissory Note of Even date herewith for the Sum of Four Hundred Dollars to be Paid in two months from this date Now if the Said William Cole Shall pay the above named Sum of Money with the interest Accrue thereon to be Paid when due then this present Shall be Void" Said mortgage Was On the 19th day of July 1867 at ½ Past 2 O'clock P.M. left on the Recorder of Union Co Ohio for record, and Was Recorded by him on the 22d day of July 1867, in Mortgage Records Vol. 6, Page 275, Plaintiff further Says that On the 14th day of August 1867 he Purchased Said mortgage of Said Ashur Brand for a full and fair & Valuable Consideration by him then Paid to Said Brand and that Said Mortgage deed Was then delivered to him by Said Brand after making the following Endorsement On the Same" Dublin Ohio Aug. 14 1867 I the undersigned Sign and transfer all claim to the within Mortgage to D. P. McDowell of Union County Ohio. as Witness" 50 cts Rev. Stamps cancelled (Signed) A. Brand Seal

The Plaintiff further Says that Said Mortgage deed has become absolute and there is due to him and remaining unpaid upon Said indebtedness the Sum of Four Hundred Dollars with interest from the 19th day of July 1867, and that Said Brand has no interest in Said Note & Mortgage, Or the Money due thereon, Or has he had Since Said 14th day of August 1867, The Plaintiff therefore asks that Said Mortgage may be foreclosed, the Said premises be Ordered to be Sold and the proceeds applied to the Payment of Said indebtedness and for Such Other and further relief &c.

M. & Lawrence City Att'y for Plaintiff

The State of Ohio Union County ss. D. P. McDowell the Plaintiff being Sworn Says that the Statements made and Allegations Contained in the foregoing Petition are true as he verily believes

D. P. McDowell

Sworn to by D. P. McDowell before me and Signed by him in my presence this 30th day of Nov. 1867

Taber B. Kendall Clerk

The State of Ohio Union County ss. D. P. McDowell being Sworn do Say that William Cole and Alice Cole are not residents of the State of Ohio and that Service of a Summons cannot be made in this Action upon them or either of them in this State, and that this case is one of those mentioned and referred to in Sections No 70 and No. 45 of the Code of Civil procedure of Ohio

D. P. McDowell

Sworn to by D. P. McDowell before me and Signed by him in my presence this 30th day of November 1867

Taber B. Kendall Clerk

Mortgage

Entry

Petition

of forward
the Clerk of
of Indenture
D. P. McDo
against the
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Afterward to wit On the 3d day of February A.D 1868 the following Proof of Publication was filed with the Clerk of said Court which reads as "Legal Notice. William Cole and Alice Cole his Wife whose place of residence is Unknown but supposed to be in Canada are hereby notified that on the 3d day of December 1867 D.P. McDowell of the County of Union Ohio filed in the Court of Common Pleas of said County a petition Proof &c. against the said William Cole and Wife the object and prayer of which is to foreclose a Mortgage given by said Cole and Wife to Abner Brand on Eleven acres and 75 poles of land in Jerome township Union County Ohio described as part of Survey No. 2338 and being the same land conveyed to said William Cole by Deed bearing date February 22d 1865, said Mortgage being for $400, dated July 17, 1867, and to secure a Note of that date and Amount given by Cole to Brand, due Sixty days after date with interest, which said Note and Mortgage have been duly assigned to said D.P. McDowell, The further prayer is that said land may be sold and the proceeds arising from the Sale applied to the payment of said Note &c, The said Defendants are required to answer said petition by Saturday, February 1st 1868, Or a decree will be taken against them by default, at the term of said Court Ensuing

Dec 3, 1867 Wm. C. Lawrence Attorney D. P. McDowell

The State of Ohio Union County ss. I, John C. Sheaver do make Oath that the advertisement of which the annexed is a copy, was published in Six Consecutive Weeks (the first issue being on the 5th day of Dec, 1867) in the Marysville Tribune a Newspaper of Genral circulation in Union County Ohio, And of which I Am the Editor and proprietor J. C. Sheaver

Sworn to And Subscribed before me this 3d day of February A. D. 1868, Tabor Randall Clerk

And afterward to wit On the 6th day of February A.D 1868 the following Entry was made upon the Journal of said Court which reads in the words And figures following to wit

D. P. McDowell
vs
William Cole and Alice Cole his Wife

Entry

This day came the Plaintiff by his Attorney and it appearing to the Court that due notice has been given of the filing of the Petition in this Cause and of its Contents and prayer by Publication as required by the Statute, And no One appearing for the Defendants, this Cause came on to be heard upon the Petition of the Plaintiff together with the Exhibits and Testimony, In consideration whereof the Court do find the Equity of the Cause with the Plaintiff, And that there is due to him on this 6th day of February 1868 upon the Note and Mortgage in the Petition mentioned the Sum of Four Hundred fourteen & 40/100 Dollars ($414.40) with the interest to be computed thereon from this day until paid and also the Costs of this Suit taxed to $ and in default thereof that the Sheriff of this County for the time being who is hereby appointed Special Master for that purpose proceed to Sell the Lands & Tenements in the Petition mentioned according to law, And report his proceedings in the premises to the next term of this Court to which time this Cause is Continued

Attest Tabor Randall Clerk

X

Thos. Yeasley
vs
William Sayre & Boyle

Pleas before the Hon. D. Mansfield Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 27th day of May A.D 1868

Here to fore to wit On the 25th day of April A.D 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

Thomas Yeasley Plaintiff
against
William Sayre and Gratia B. Sayre his Wife Defendants

Court of Common Pleas of Union County Ohio

Petition

86 Cause of Action, The Plaintiff says, On the 26th day

of July A D 1864 the Defendant William Sayre made and delivered to Plaintiff his promissory Note of that date and thereby promised to pay Plaintiff Or Order the Sum of Nine Hundred and Fifty Dollars in three years after the date thereof, with interest payable annually for Value Received, A copy of which Note with all indorsements thereon is here to annexed Marked "A". 1st Cause of Action. The Plaintiff further says that on the 26th day of July A D 1864 the said Defendant William Sayre made and delivered to the Plaintiff his other promissory Note of that date and thereby promised to pay to the plaintiff or Order the Sum of Eight Hundred Dollars in three years after the date thereof with interest payable annually for Value Received, A copy of which Note with all indorsements thereon is here to annexed marked "B" 2d Cause of Action, The Defendants William Sayre and Gratia B Sayre his wife on the 26th day of July A D 1864 to Secure the payment of said Notes Executed and delivered to Plaintiff their Mortgage deed and thereby Conveyed to the Plaintiff His heirs and assigns the following lands & tenements Situate in the County of Union in the State of Ohio Being part of Survey No 829 in the Name of Thomas Bowyer Beginning at a Bur Oak and Hickory in the Original line of the Meang Survey No 5386 thence N 86½ W 228 poles to the Centre of the Benton & Marysville road thence with said road N 16½ W 58 poles to the Centre — the Delaware and Bellfontaine road thence with said road N 75° E 28½ poles to a Stake in the West line of the said Meang Survey No 5386 thence S 8° 10' W 158½ poles to the Beginning Containing One Hundred and Sixty three and a half acres More or less. Excepting however and there is hereby Excepted from the above conveyance twelve acres off the West End by a line running parallel with the Benton & Marysville road The Condition contained in said Mortgage deed was in substance that if the said William Sayre should pay said sum of Money to the said Thomas Yeasley or to his assigns when due with the interest then said Mortgage deed should be void, otherwise to be in full force, On the 28th day of July A D 1864 at 12½ O'clock P M the said Mortgage deed was delivered to the Recorder of said County of Union to be by him Entered of Record, And was recorded on the 29th day of July A D 1864 The said Mortgage deed has become absolute, There is due and remaining unpaid upon said indebtedness the Sum of Fifteen Hundred and Fifty Dollars with interest from the 26th day of July A D 1867, The Plaintiff asks that said Mortgage may be foreclosed, the said premises Ordered to be Sold and the proceeds applied to the payment of said debt and Execution awarded for the balance and for other relief John Bloats Attorney for Plaintiff

The State of Ohio Union County ss. Thomas Yeasley the Plaintiff being Sworn says he believes the facts Stated in the foregoing petition to be true Thomas Yeasley

Sworn to by the said Thomas Yeasley before me and Signed by him in my presence this 25th day of April A D 1868 Taber Randall Clerk

We do hereby waive the issuing and Service of a Summons and Enter Our appearance to the 50 cts Stamps

Waiver

for this action, April 25th A D 1868 William Sayre Gratia B Sayre

Appearance to wit On the 27th day of May A D 1868, the following Entry was made upon the Journal of said Court which is here as follows to wit

Entry

Thomas Yeasley — Petition on Note & Mortgage

&

William Sayre & Gratia B Sayre his wife

This day came Thomas Yeasley the Plaintiff by John B Coats his Attorney and the said Defendants William Sayre and Gratia B Sayre his wife and Gratia B Sayre his wife Still failing to demur or Answer to the petition of the said Plaintiff, And this Cause was submitted to the Court, Whereupon it is Considered and Adjudged by the Court that the said Plaintiff Ought to recover the amount due him by reason of the Premises, and the Court with the Consent of the said Plaintiff find that there is due from the said defendant William Sayre to the said Plaintiff on the Notes in the said Petition Set forth the Sum of Fourteen Hundred and Seventeen 50/100 Dollars ($1417 50/100) in Manner and form as the said Plaintiff in his Petition hath alleged which said Sum

Praecipe

Summons

So found due as aforesaid is the Amount of the Principal and interest on said Note to this date. It is therefore Considered, Ordered & Adjudged by the Court that the said Plaintiff Recover of the said Defendant William Sayre the said Sum of $417.50/100 Fourteen Hundred and Seventeen 50/100 Dollars the Sum so found due as aforesaid and also his Costs in this behalf Expended taxed to dollars cents

It is further Ordered, Adjudged & decreed by the Court that in case the said Defendant William Sayre fail for ten days from this date to Pay the said Plaintiff the said Sum of $417.50/100 so as aforesaid found due with Costs of Suit that an Order issue to James B. Whipley the Sheriff of Union County Ohio who is hereby appointed Special Master Commissioner for that purpose Commanding him to Cause said lands and tenements in said Petition described Situate in said County of Union in the State of Ohio being Part of Survey No. 829 in the Name of Thomas Bowyer, Beginning at a Bur Oack & Hickory in the Original line of the Means Survey No. 5386, thence N 86½ W. 328 Poles to the center of the Kenton & Marysville road thence with said road N 16½ W 58 Poles to the center of the Delaware and Bellefontaine road thence with said road N 73° E 280½ Poles to a Stake in the West line of the said Means Survey No. 5386, thence S 8° 10' W 158½ Poles to the Beginning Containing (163¾) One Hundred and Sixty three & One Half Acres more or less. Excepting from the above conveyance Twelve (12) acres of land off of the West End by a line running Parallel with the Kenton and Marysville road to be Appraised Advertised & Sold according to law and applied by the proceeds of said sale in Satisfaction of said Judgment & Costs aforesaid and one

Attest H. Taber Randall Clerk.

S. H. Brake — Pleas before the Hon. D. L. Coughlin Presiding Judge at a Court of Common
vs. Pleas Begun and held at the Court Room in Marysville on Thursday for the
Henry Dewis. County of Union in the State of Ohio On the 23d Day of May A.D. 1868
Heretofore to Wit On the 6th day of April 1867 the following Petition was filed on the Docket
of said Court which is in words as follows to Wit —

Petition — S. H. Brake Plaintiff — In Court of Common Pleas
against — Union County Ohio
Henry Dewis Defendant — Petition — The said Plaintiff says there is due to him from
said Defendant on the promissory Note (a copy of which is hereto attached) the Sum
of Seven Hundred & fifteen dollars with interest thereon from February 27, 1867
Therefore the Plaintiff asks Judgment against said defendant for said Sum of Seven
Hundred and fifteen dollars with interest thereon from February 27, 1867 due as aforesaid

Robinson & Robinson Attys. for Plaintiff

The State of Ohio Union County ss. D. H. Robinson being duly Sworn do depose & Say the
above Action is for Money Only Upon a certain promissory Note in my Possession for Collection that
I am Attorney for said Plaintiff in said Action and the Several Allegations of the foregoing Petition
are true

D. H. Robinson

Sworn to before me and Signed in my presence by D. H. Robinson this 5th day of April A.D. 1867

Taber Randall Clerk

Precipe — Issue Summons & Endorse Suit on Promissory Note for $715 with interest from February 27 1867

Robinson & Robinson Attys. for Plaintiff

Thereupon the following Writ of Summons was issued by the Clerk of said Court which is read

Summons — The State of Ohio Union County ss. To the Sheriff of Union County Greeting You are Commanded to Notify Henry Dewis that he has been Sued by S. H. Brake in the Court of Common Pleas of Union County and that unless he Answer by the 4th day of May A.D. 1867 the petition of the said Plaintiff against him filed in the

Clerks Office of Said Court, Such Petition will be taken as true and judgment pendered accordingly
You Will Make due return of this Summons On the 15th day of April A. D. 1867 –
Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 6th day of April A.D.
1867
Taber Randall Clerk C.C.P.
The following Return of the Sheriff is Endorsed upon Said Writ, Recd. this 8th April 8th 1867
Served by delivering to the Defendant a certified copy of this writ April 8th 1867 Total Fees $1.77
S. B. Whelpley Sheriff – –

Afterward to Wit On the 11th day of April A.D. 1867 the following Answer was filed with the Clerk of Said Court which reads in the words and figures following

S. H. Brake Plaintiff
vs
Hurd Lewis Defendant
Union County Ohio

Answer — Hurd Lewis Comes the Said Defendant Hurd Lewis and for Answer to the Petition of the Said Plaintiff S. H. Brake Says that he Executed and delivered the Promissory Note for the Sum of One Thousand Dollars to the Said Plaintiff on the first day of June A. D. 1866 as described in his Said Petition, and that afterwards to Wit On the 27th day of February A.D. 1867 he Paid to the defendant the Sum of Three Hundred and Ninety Dollars which was received and Endorsed on Said Note by the Said Plaintiff in part Payment of the Same leaving the Sum of Seven Hundred and Fifteen Dollars then due and payable on the Said Note and the Said Defendant further Says that he has Said Out and Expended for the Defendant and upon his Order and at his request, and which the Said Plaintiff at the time of Paying and allowing the Same by the defendant promised to Endorse the Amounts thereof upon the Said Note As a Payment thereon the following Sums of money which he claims as a Set off and Counter claim to Said Note to-wit On the 19th day of July A.D. 1866 the Said Plaintiff was indebted to the firm of Stebbins Town & Co. and Jos. Gundersheimer of Columbus Ohio in the Sum of Four Hundred and Seventy Eight 66/100 Dollars, and the Said defendant upon the Order and at the request of the Said Plaintiff Paid to the Said firm of Stebbins Town & Co. and Jos. Gundersheimer the Sum aforesaid in full Satisfaction and discharge of the Said indebtedness, and at the time of Paying the Same the defendant took a receipt for the Amount so Paid whereby the Said Plaintiff was forever released and discharged from the indebtedness aforesaid And On the 25th day of July A.D. 1866 the Said Plaintiff was indebted A.D. 1866 the Said Plaintiff was indebted to the firm of Kilbourn Kahns & Co. of Columbus Ohio in the Sum of Sixty Five Dollars, and the Said defendant at the request and in the presence of the Said Plaintiff advanced and Paid to Said Kilbourn Kahns & Co. the Said Sum of Sixty Five Dollars and took a receipt for the Same forever releasing and discharging the Said Plaintiff from the indebtedness aforesaid. And the Defendant further Says that On or about the first day of July 1866 the advanced and Paid to the Said Plaintiff the Sum of Fifteen Dollars and which the defendant had and received for his own use and benefit, and the Said Plaintiff is indebted to the defendant in the further Sum of Eight 63/100 Dollars On a Book account for Goods had and received by the Plaintiff of the defendant, and in the further Sum of Four Dollars for Revenue Stamps used by the Defendant for the use and benefit of the Said Plaintiff, And the Defendant further Says that the Said Sums Paid by him for the Plaintiff, Should be Endorsed on the Said Note as Payments thereon and be allowed him as a Set off and Counter Claim to the Same, leaving a balance of One Hundred and Forty Dollars, Still Unpaid and due on Said Note, with interest from the 27th day of February A.D. 1867 which Sum the Defendant has ever Since been ready & willing to Pay, and is now ready and willing to Pay the Same to Said Plaintiff

Reid & Powell Defendants Attorneys

The State of Ohio Delaware County SS. Hurd Lewis the above named defendant being duly Sworn upon his Oath Says that the facts Stated and Allegations in his

foregoing pleading are true as he verily believes Hiram Lewis

Sworn to by Hiram Lewis before me and by him subscribed in my presence this 9th day of April A.D. 1867

B.F. Loofbourrow Clerk Court Common Pleas Delaware County Ohio

[illegible]

Afterwards to wit on the 17th day of April 1867 the following Reply was filed in the Clerk's office of said Court which reads as follows to wit

Reply

S. H. Brake }
vs. } Court of Common Pleas — Reply
Hiram Lewis Deft }

The Plaintiff denies the allegations of Defendant that said Note was Executed on the 9th day of June 1866, He further denies the truth of allegations of said Answer relative to bills of Offset against Plaintiffs said Cause of Action He further alleges that a full & complete Settlement was had by and between the Plaintiff and Defendant in the Month of August 1866, whereby all accounts, demands & claims for or on said Note and on other Note not yet due & one due Oct. 1866 & said by Defendant were settled, paid and Satisfied to Defendant Satisfaction, Wherefore Plaintiff asks Judgment against Defendant as prayed for in his Original Petition

Robinson & Vandeman
Attys. for Plaintiff

The State of Ohio Union County ss. S. H. Brake Plaintiff make Oath that the several allegations of the foregoing Reply are true as he believe S. H. Brake

Sworn to before me and Signed in my presence by S. H. Brake this 17th of April 1867

Taber Randall Clerk

And afterwards to wit On the 6th day of November 1867 the following Entry was made upon the Journal of said Court which reads as follows to Wit.

Entry

S. H. Brake }
vs. } And now came the Parties to this Action by their Attorneys and thereupon said
Hiram Lewis } Cause came on for Trial and to be heard upon the Petition of the Plaintiff, Answer and Counter Claim of said Defendant and Reply of the Plaintiff to said Answer and Counter Claim and thereupon came a Jury to wit S. McCabe Register Farmer and D. Glenn, F. W. Amstutz, O. K. Bingman, D. R. Flynn, John Carmack, G. S. Balcom, Model Thompson, John F. Sabin, I. H. Clement, D. C. Williams and Levi Curran Duly Sworn who were duly impannelled and Sworn the Truth to Speak upon the issue joined between the Parties, Upon Consideration whereof the Jury do upon their Oaths aforesaid Say and find that the allegations of said Defendant Answer and Counter Claim are true and that said Defendant is Entitled to the Credits, Payments and Set offs in said Answer and Counter Claim Set forth as follows, The Sum of Four Hundred and Seventy Eight Dollars and Sixty Six Cents on the 19th day of July A.D. 1866, The Sum of Sixty Five Dollars on the 20th day of July A.D. 1866, and the Sum of Fifteen Dollars, Eight Dollars and Sixty three Cents and Four Dollars on the 27th day of February A.D. 1867 and the Jury do further find that the Reply of said Plaintiff is not true and find that there is a balance due said Plaintiff on the Promissory Note Set forth in Plaintiffs Petition the Sum of One Hundred and Forty Four Dollars and Ninety Cents after deducting said Credits, Payments and Set offs aforesaid, It is therefore Considered by the Court that the said Plaintiff recover of said Defendant the said Sum of One Hundred and Forty Four and 90/100 Dollars so as aforesaid found due from the Defendant to the Plaintiff, and also his Costs made in this cause up to the fifteenth day of April 1867, and the Court having finding that said defendant offered to confess Judgment in this cause for a Sum Equal to said Sum above named on the 10th day of April 1867, and which offer said Plaintiff refused to accept, It is therefore Considered that said Plaintiff pay all Costs made in this cause after the 10th day of April 1867, and thereupon the Plaintiff demanded a Second trial under the Statute which is allowed by the Court and the Undertaking is fixed at $ 150 ""

Bond 2d Trial

And on the 25th day of November 1867 the following 2d Trial Bond was filed in the Clerk's office of said Court which reads as follows to Wit, Know all Men by these presents that We S. H. Brake and F. Leggett B. H. Pickett, are held and firmly bound unto Hiram Lewis his Heirs, Administrators and Assigns in the penal Sum of One Hundred and fifty Dollars to the Payment of which well and truly to be made We bind Ourselves, Our Heirs &c, this 25th Day of Nov. 1867

The condition of the above Undertaking is that Whereas in a certain Civil action the said S. H. Brake procured Judgment against said Lewis in the Court of Common Pleas of the County of Union and State of Ohio at its October Term A. D. 1867 for the Sum of One Hundred and Forty Four and 70/100 Dollars debt & being less than the Amount of his Claim in said action, and Whereas the said Brake demanded a Second trial & the same was allowed by the Court, and the Bond fixed by the Court at One Hundred and Fifty Dollars Now therefore if the said S. H. Brake shall abide by & perform the Order and judgment of the Court and pay all moneys Costs and damages which may be required or awarded against him Consequent upon said Second Trial then this Undertaking shall be void, but otherwise it shall remain in full force

S. H. Brake Seal T. Leggett Seal R. H. Pickett Seal

Approved by me as Clerk of said Court this 22 day of November 1867 Taber Randall Clerk

Afterwards to wit On the 6th day of February 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

Entry

S. H. Brake vs. Lewis — This day came this Cause to be heard on the Motion for Continuance on Affidavit of Defendant, Whereupon the Court being Satisfied of the Sufficiency of the Affidavit It is Ordered and Adjudged that this Cause be Continued at Defendants Costs and that Plaintiff recover of Defendant the Costs of this Term taxed to $

Afterwards to wit On the 23 day of May A. D. 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following

Entry

S. H. Brake vs. Lewis — And now came the Parties to this Action by their Attorneys and thereupon said Cause came on for trial and to be heard upon the Petition of the Plaintiff, Answer and Counter Claim of said Defendant and the Reply of the Plaintiff to said Answer and Counter Claim and thereupon came a Jury to wit, Bolivar Hays, F. F. H. Pennington, A. G. Boring, Joseph Morrow, L. Low, Michael Fogle, Regular Jurors, and Thomas Turner, William Peach, William Cartmell, Joseph Powers, H. Stilkins & D. McDanforth Talesmen who being duly Empanelled and Sworn the truth to Speak between the Parties, The said L. Low, and William Peach during the progress of the trial were with the Consent of the Parties, Excused by the Court And the remaining ten by consent constitute the Jury, Upon Consideration whereof the Jury do upon their Oaths aforesaid say and find that the allegations of said Defendants Answer and Counter Claim are true and that said Defendant is Entitled to the Credits, Payments and Set offs in said Answer and Counter Claim Set forth as follows $ 478 66 On the 19th day of July A. D. 1866, the Sum of $65. cts On the 20th day of July 1866, and the Sum of $ 15 cts $ 8.63 8/4. cts On the 27th of February 1867, and the Jury do further find that the Reply of said Plaintiff is not true, but find that there is a balance due said Plaintiff on the Promissory Note Set forth in Plaintiffs Petition the Sum of One Hundred and Forty Eight 57/100 Dollars, after deducting said Credits Payments & Set offs aforesaid, It is therefore considered by the Court that the said Plaintiff recover of said Defendant the said Sum of One Hundred and Forty Eight 57/100 ($ 148 57/100) dollars so as aforesaid found due from the Defendant to the Plaintiff Costs also this Costs made in this Cause up to the 15th day of April 1867, and the Court thereupon finding that said defendant offered to confess a Judgment in this Cause Equal to said Sum above named on the 10th day of April 1867, Costs which after said Plaintiff refused to accept, It is therefore considered that said Plaintiff pay all the Costs made in this Cause after the 10th day of April A. D. 1867 Not herein before taxed to the defendant

Attest Taber Randall Clerk

Petition

Joseph E. Long Et. Al
vs
David Mulford

Pleas before the Hon D.S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 7th day of February A.D. 1867

Heretofore to Wit On the 6th day of July A.D. 1867. the following Petition was filed with the Clerk of said Court which reads as follows to wit. -

Joseph E Long, Sarah Jane Long and Joseph E Long Administrator of Mary Ann Morrison dec'd. Plaintiffs

vs

David Mulford Defendant

Court of Common Pleas Union County Ohio.

Petition

The above named Plaintiffs Say that said Joseph E Long and Sarah Jane Long are husband and wife, that said Joseph E Long has been duly appointed and qualified by the Probate Court of Butler County Ohio Administrator of the Estate of said Mary Ann Morrison late of said Butler County deceased, That on the 9th of July 1854 the above named defendant made his promissory Note as follows "$ 889,10 July 19th 1854 On or before the first day of August next I promise to Pay Mary Mulford or bearer the Sum of Eight Hundred and Eighty nine Dollars and ten cents for Value received of her D. Mulford" - That on the 2d of June 1862 the said Mary Mulford for good and lawful consideration said Note to the said Sarah Jane Long and Mary Ann Morrison by the indorsement thereon in writing as follows "Jason Service June 2d 1862. I Sign my interest of the within (Note) Order to Sarah Jane Long and Mary Ann Morrison to be divided Equal among them Mary Ann (mark) Mulford. Witness the above transaction Rolanda Kyle Jr" = That about the year 1865 the said Mary Ann Morrison died intestate And that the said Sarah Jane Long were at the time of her death the Owners of said Note, Plaintiffs Say that no part of said Note was ever paid And that there is now due the said Joseph E Long and Sarah Jane Long and the said Joseph E Long as the Administrator of the Estate of Mary Ann Morrison upon said Note the Sum of Eight hundred and Eighty nine Dollars and ten Cents with interest from the 4th day of August 1854, Wherefore said Plaintiffs ask Judgment against the Defendant David Mulford for $ 889,10 and interest from August 4th 1854. By P.B. Cole Thomas Mullikin & Co. & Orr & Farland their Attorneys - -

Union County Ohio } P.B. Cole being Sworn Says that he is Attorney for the Plaintiffs in the above Entitled Cause, That they are not Residents of Union County Ohio And that he believes the facts stated in the foregoing Petition are true -

P.B. Cole Atty for Plaintiffs

Sworn to Before me and Subscribed in my presence this 6th day of July 1867

Taber Blandall Clerk - -

Joseph E Long, Sarah Jane Long &
Joseph E Long Adm of Mary Jane Morrison Plaintiffs
vs
David Mulford Defendant

Issue Summons and Order of Attachment to Sheriff of Union County against said defendant Amount of Judgment claimed $ 889,10 and interest from August 4th 1854, P.B. Cole Thos Mullikin and Orr & Farland Attys for Plaintiffs

Summons

And thereupon the following writ of Summons was issued by the Clerk of said Court which reads

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify David Mulford that he has been Sued by Joseph E Long Et. al in the Court of Common Pleas of Union County And that unless he Answer by the 3d day of August A.D. 1867 the Petition of the said Plaintiffs against him filed in the Clerks Office of said Court such Petition will be taken as true and Judgment rendered accordingly. You will Make due Return of this Summons on the 15th day of July A.D. 1867

Witness Taber Blandall Clerk of said Court and the Seal thereof at Marysville this 6th day of July A.D. 1867

Taber Blandall Clerk C.C.P.

28

The above Summons is Endorsed as follows, Rec'd. this 6th July 6th 1867, Served by delivering

to the Defendant a certified copy of this writ on the 6th day of July 1867, Fees $1.87
J. B. Whelpley Sheriff

Afterward to Wit On the 3 day of August 1867 the following Answer was filed which is with the Clerk of said Court which reads as follows to Wit

Answer

Joseph E. Long, Sarah Ann Long and Joseph E. Long Executors of Mary Ann Morrison dec'd, Plaintiffs
vs
David Mulford Defendant

Court of Common Pleas
Union County Ohio

Answer

The said David Mulford for Answer to the said petition of the Plaintiffs admitting the Execution of said Note and that Mary Ann Morrison died as therein Stated & Joseph E. Long & Joseph E. Long and Sarah Ann Long are husband and wife, denies all and Each of the Allegations of said Petition, Second. The Defendant further answering Says That said Mary Mulford is a necessary Party to this action and Says the Plaintiffs Ought not to recover of this defendant the said Sum as claimed in said Petition for And by reason of the following facts that is to say, This Defendant alleges that the Executors said promise any Note Payable to Mary Mulford the Mother of this defendant and of the said Sarah Ann Long & Mary Ann Morrison and two brothers of this Defendant upon a Settlement between said Mary Mulford and this Defendant after the Settlement of the Estate of John Mulford the father of said Plaintiffs and this Defendant, That prior and about the 2 of June 1862, the said Joseph E. Long and the husband of said Mary Ann Morrison informed this said Mary & being Sisters of Defendant to become dissatisfied with the Settlement & division of the said Estate and threatened to bring Suit in Court against this defendant and his said two brothers to set aside said division and Settlement and that this said Mother being the Owner of said note then proposed to said Plaintiffs and said Mary Ann Morrison and her husband that if they would not disturb or attempt to disturb the peace and Good feeling of her said family by bringing such Suit and would not bring any suit or action in any Court to set aside or disturb the said Settlement and division of said Estate She would assign to them the said note, that as they understood at the time, they accepted the said proposition and agreed with her that they would cease to make any claim of right to disturb or set aside said division and Settlement and would not hereafter make any such claim or institute any action or suit for that purpose & On that Consideration alone & without any other consideration or motive whatever, She made her mark to said assignment, That Plaintiffs & No other person ever paid her One cent & agreed to pay her One cent for said note but the same was signed over as aforesaid solely to preserve peace in her family as aforesaid and prevent litigation in the same, That soon after said assignment by said Mary Mulford the said Plaintiffs and said Mary Ann Morrison through their said Husbands commenced a Suit in the Court of Common Pleas of Butler County & State of Ohio against this Plaintiff & his said Brothers to set aside and disturb said Settlement and division of said Estate and have continued to prosecute said Suit through said Court and the District Court of said County and to the Supreme Court of said State when the same is still pending and undecided, all in violation of and contrary to the said agreement with said Mary Mulford That said Mary Mulford hath Ever since desired to obtain the possession of said note & She has been unable to do so and She claims to own the same & has notified this Defendant that She desires him not to pay Plaintiffs the sum due thereon & therefore this Defendant being ready to pay said note to the proper Owner thereof he asks that said Mary Mulford be made a Party hereto & that such proceedings be had by & between said Parties that the interests of this Defendant may be protected in the premises

Robinson & Robinson Attys for the Defendant

The State of Ohio Union County ss. I David Mulford do depose & Say the foregoing allegations of the foregoing answer are true in Substance & fact as I believe

D. Mulford

Sworn to bef

Answer of Defendant
David Mo
Joseph E.
&
David
It is not
deny that
That if they
bringing
said De
said Answ
Any such
division &
Suit for
as State
Mulford
a go and
was a
as a
John Mul
Mary Mul
They deny
not to pay
Day said
The Sta
tiff in this

Reply

Signed in
Wm. P
Afterward
filed with
Joseph E
Joseph E
&
David

Answer

Sworn to before me & signed in My presence by Davis Mulford this 3d of Aug 1867
Taber Randall Clerk

Cmd of Answer to wit On the 22d day of August A D 1867 the following Reply to the Answer of
Reply David Mulford was filed in the Clerks office of said Court which reads as follows to wit
Joseph E. Long & Others } In the Court of Common Pleas
vs. } Union County Ohio
David Mulford } The Plaintiff for Reply to the Answer of David Mulford say
It is not true that Mary Mulford is either a Proper or a Necessary party to this Suit They
deny that said Mary Mulford ever Loaned to Plaintiffs and Mary Ann Morrison & husband
That if they would not Institute or attempt to institute the Peace and good feeling of his family by
bringing Such Suit & would not bring any Suit or action in any Court to Set aside or disturb the
said Settlement & division of said Estate She would assign to them said Note, As averred in
said Answer. They deny that said Mary Mulford at the time understood that they accepted
any such proposition, or agreed to cease to make any claim of right to disturb or Set aside said
division & Settlement and that they would not make any such Claim or institute any action or
Suit for that purpose. They deny that said Note was assigned upon any such Consideration
as Stated in said Answer, They say said Note was assigned & delivered by said Mary
Mulford to said Sarah Jane Long and Mary Ann Morrison then Mary Ann Mulford, for
a good Consideration and for those & any Conditions & Notions, They deny that said Note
was assigned as averred in said Answer to preserve Peace in his family and to prevent litigation
as averred in said Answer, They deny that then said Suit to Set aside said division & Settlement of
John Mulfords Estate is in Violation of any Agreement with Mary Mulford, They deny that
Mary Mulford has desired to obtain possession of said Note or that She claims to Own the same.
They deny that said Mary Mulford has Notified said David Mulford that She desired him
not to Pay said Note to the Plaintiffs They deny that said David Mulford has Ever been ready to
Pay said Note to any One
P. Cole Atty for Plaintiffs

The State of Ohio } Butler County, } Joseph E. Long makes Oath that he is one of the Plain
tiffs in this Cause & that he believes all the matter Stated in the above Reply to be true
Joseph E. Long

Sworn in My presence & Sworn to before me August 15 1867 by Joseph E. Long
[L.S.] Wm B. Millikin Notary Public B.C.O

Cmd of Answer to wit On the 30th day of Oct A D 1867 the following Answer of Mary Mulford was
filed with the Clerk of said Court which reads in the words & figures following to wit
Joseph E. Long & Sarah Long }
Answer Joseph E. Long Admr &c } In the Court of Common Pleas
vs. } Union County Ohio
David Mulford } Answer of Mary Mulford

The said Mary Mulford now by leave of the Court comes and files her
Answer to the Plaintiffs Petition and says that the Promissory Note given to Me by David
Mulford was for a balance due Me from him On Settlement and that I assigned the
same to said Sarah Long and Mary Ann Morrison for their Only Consideration or promise
of Consideration & Solely upon the Condition & for the purpose of Securing Peace in My family by
the said Sarah Jane & Mary Ann having previously threatened to bring Suit against David
Mulford & his two Brothers to disturb the division & Settlement of the Estate of their
Father Among them and as a Peace & Securing I agreed to & with My said Daughters
to assign to them said Note provided they would not attempt to disturb said division
& Settlement & not bring any Suit for that purpose, And in Consideration that they would
not do So, said assignment was made and for no other Consideration, whatsoever

That Since that time Nothing May Ever done or the Said Note to my Knowledge & inasmuch — the the Peace of the Family was disturbed by an action brought to Set aside Said division & Settlement I did not Expect nor intend that any action would be or Should be brought on Said Note by them and Now claim and claim that the Same be delivered to me & that Each and all of my children May Share the Same Equally at my death, The Said Mary Mulford therefore ask to be made a party to Said action & Said Note be Ordered by the Court to be delivered to her as her property

Johnson & Johnson Her Attys

The State of Ohio } Butler County SS. Mary Mulford being duly Sworn doth depose and Say the Several Allegations of the foregoing Answer are true

Mary her X Mulford
mark

Attest R. C. Conklin

Sworn to before me and Signed in my presence this 25th day Oct. 1867

R. C. Conklin Notary Public Butler County Ohio

(L. S.)

Thereupon the following Reply to the Answer of Mary Mulford was filed with the Clerk of Said Court which reads

Joseph E. Long Et Als Plaintiffs } In Union Com. Pleas
against
David Mulford and Mary Mulford Defendants } Reply.

Reply

Now comes the Plaintiffs and for Reply to the Answer of Mary Mulford Says that he denies Each and Every Allegation therein Containing

P. B. Cole Atty for Plaintiffs

Joseph E. Long Et Al. }
&
David Mulford & Jon Otho } P. B. Cole being Sworn Says that he is the Attorney of the Plaintiffs and that the Plaintiff is not a resident of Said County of Union and is absent therefrom, Affiant further Says that he believes the facts Stated and Allegations Contained in this Reply are true as he believes, P. B. Cole

Sworn to in Open Court by Said Cole and Signed by him in my presence Feb 7th 1868

J. D. Cannon Notary Public

And On the 7th day of February A. D. 1868 the following Entry was made upon the Journal of Said Court which reads —

Joseph E. Long Et Al. Plaintiffs
&
David Mulford & Mary Mulford Defts. } Civil Action

This day came the Parties by their Attorneys and Submitted this Cause to the Court Upon the Pleadings Exhibits & Testimony a trial by Jury being waived in Open Court Upon by the Oral consent of the parties, The Court being fully advised in the premises do find that the defendant David Mulford owes to the Plaintiffs in that behalf as claimed in Plaintiffs Petition the Sum of One thousand Six Hundred and Nine dollars, and as to Mary Mulford the Other Defendant the Court find that the Allegations in Said Answer are not true, and that She is not Entitled to the Said Note last therein claimed, Wherefore it is Considered that the Plaintiffs recover of the Said David Mulford the Said Sum of One thousand Six Hundred and Nine dollars his debt aforesaid and also his Costs in this behalf Expended taxed to ff

During the trial of Said Cause the Defendants offered the Deposition of Mary Mulford to prove that the Plaintiff did Set Down Said Note to which the Plaintiffs objected and the Court sustained Said Objection to which ruling the Defendants Excepted and the Court Signed and Sealed the Bill of Exceptions which reads in the words following to wit

Joseph E. Long and Others } In Court of Common Pleas, Union County Ohio
vs. Petition — Bill of Exceptions
David Mulford & Mary Mulford } Be it remembered that on the trial of this cause

in the Court of Common Pleas within and for the said County of Union at the February Term thereof 1868 the said David Maulford and Mary Maulford to maintain the issues on their part & found the deposition of the said Mary Maulford to prove to the Court that the Note Sued upon by Plaintiff in this action was not the property of the Plaintiffs, and that they were not the parties in interest, but that said Mary Maulford had without any Consideration assigned the said Note to Wm Long & Mary Ann Harrison On Condition that they would not bring an action to destroy a family Settlement made of the Estate of John Maulford dec'd the former Husband of the said Mary Maulford, and that the said Plaintiffs Mary Ann & assigned said Assignment with said Condition, and yet did not Comply with the same but caused a Suit to be instituted and prosecuted through the Com. Pleas and Dist. Courts of the County of Butler Ohio to the Supreme Court of Ohio, when the same is pending, To the admission of said deposition of said Mary Maulford Plaintiffs Objection on the ground that she was incompetent to give testimony in the cause wherein Joseph E. Long was Administrator of the Estate of Mary Ann Harrison dec'd, which Objection the Court sustained, and refused to admit said deposition to prove said facts - to which Ruling of the Court the Defendants David & Mary Maulford Excepted and asked the Court to Sign & Seal this their Bill of Exceptions which is accordingly done

Feb 6th 1868 — D. Cranklin Pledge (Seal)

Attest Wm Rendall Clerk

Caleb Clark
vs
D. Alexander & Others

Pleas before the Hon D. Cranklin Pledge Judge of a Court of Common Pleas begun and holden at the Court House in Marysville within and for the County of Union in the State of Ohio On the 23d day of March A.D. 1868

Be it remembered that on the 3d day of January A.D. 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

Caleb Clark Plaintiff
vs
D. Alexander, Lydia A. Alexander and W. H. Woods Defendants

Court of Common Pleas
Union County Ohio
Petition

The Plaintiff says First, On the 3d day of August A.D. 1864 the Defendant D. Alexander made & delivered to Plaintiff his promissory Note of that date and thereby promised to pay to Plaintiff or bearer the Sum of Five Hundred Dollars in One year after the date thereof for Value received with interest. "2d" The Defendants D. Alexander and Lydia A. Alexander On the 3d day of August A.D. 1864 to secure the Payment of said Note executed and delivered to the Plaintiff their Mortgage deed and thereby Conveyed to the Plaintiff his heirs and assigns the following lands and tenements Situate in said County of Union and described as "the land which was Conveyed to me by E. W. Donly and wife and recorded in Book 26, P. 74, of the Records of Deeds in Union County Ohio - Situated On the Buck Run Road about One mile from the Village of Marysville Ohio containing 80 acres, The Condition contained in said Mortgage deed was in substance "that if said Note is paid when due then this Conveyance shall be void but otherwise it is to remain in full force in Law, 3d On the 3 day of August 1864 at 2½ O.C.P.M. the said Mortgage was delivered to the Recorder of said County to be by him Entered on record and was recorded August 10th A.D. 1864, 4th On the 14th day of January 1867 the Defendants D. Alexander and Lydia A. Alexander Executed a Mortgage to the Defendant W. H. Woods on said premises to secure and Constitute a to pay the Sum of Seven Hundred Dollars and which Mortgage was on the 15th day of January A.D. 1867 delivered to the Recorder of said County to be by him Entered on record and was recorded the 23d day of January 1867, 5th The said deed given by the Defendants D. Alexander and Lydia A. Alexander to this Plaintiff has become absolute, there is due and unpaid thereon said indebtedness, the Sum of Five Hundred dollars

with interest from the 3d day of Aug A.D. 1865. 5. The Plaintiff asks that said mortgage & lien & the priorities of Lien determined, the said lands and tenements be Ordered Sold and the proceeds applied to the Payment of the debt due him and Execution awarded for the Balance

Reid Randall & Gilbert Plaintiffs Attorneys

State of Ohio Union Co. Caleb Clark being Sworn says that he believes the facts Stated and allegations in the foregoing petition are true

Caleb Clark

Sworn to & Subscribed in my presence this 3d day of January 1868

Taber Randall Clerk

Caleb Clark } Court of Common Pleas Union County

Against

S. Alexander and Others } Ordered to Sheriff of Logan County Greet, Command & Summons in the above Cause according to law returnable

with interest from Aug 3d 1865

Reid Randall & Gilbert

Summons

Upon the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit, The State of Ohio Union County ss, To the Sheriff of Union County, You are commanded to notify S. Alexander & Lydia A. Alexander & W. W. Woods that they have been sued by Caleb Clark in the Court of Common Pleas of Union County, And that unless they answer by the 1st day of February A.D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 13th day of January A.D. 1868, Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 3d day of January A.D. 1868

Taber Randall Clerk By C. P.

Return

The following is the Endorsement of the Sheriff upon said writ, "Rec'd this writ Jany 4th 1868 Served W. W. Woods & Lydia A. Alexander Jany 6th 1868 by delivering to Each a Certified Copy of this Writ. S. Alexander Not Found in my County, Total Fees $1.47 D. B. Shell Dep Sheriff

Allowance to writ On the 1st day of February A.D. 1868 the following Entry was made in the Journal of said Court which reads as follows

Entry

Caleb Clark } This day on Motion of M. L. Sawyer Atty, for D. W. Dolbear

&c. } leave is Granted to said Dolbear to file an Answer & Cross Petition

S. Alexander Et Als } in this Cause which is filed accordingly, and which do pass

Caleb Clark Plaintiff } In Union Common Pleas

Answer & Cross Petition

&c. } Answer and Cross Petition of D. W. Dolbear assignee of W. W. Woods

S. Alexander Et Als Defendants } Samuel W. Dolbear assignee of W. W. Woods Now Comes and

for Answer to Petition of the Plaintiff Says that he cannot deny any of the allegations therein Contained and for further Says that On or about the 1st day of January 1867 the Defendants S. Alexander and Lydia A. Alexander his wife Made and delivered to W. W. Woods who has been Made a Defendant herein, their Promissory Note of that date and thereby promised to pay to the said W. W. Woods or Order the Sum of Seven Hundred Dollars, One year after the Date thereof for Value received, as further Says that On or about the day of December 1867 in Consideration of said Promissory Note of said W. W. Woods for a full and fair Consideration, And said W. W. Woods then Endorsed the said Note to him, A Copy of said Note and Endorsements are here to attached, Marked Exhibit A and further says that the Defendants S. Alexander and Lydia A. Alexander On the 1st day of January 1867 to secure the Payment of said Note, Executed and delivered to said W. W. Woods their Mortgage and which is duly Stamped and Stamps cancelled, And thereby Conveyed to the said W. W. Woods, his heirs and Assigns the Lands and tenements, Situate in the County of Union, Ohio, and described in the petition filed by the Plaintiff in this Cause - Caleb Clark - which is described in said Mortgage to W. W. Woods, as follows - Part of Survey No. 3354, Beginning at a Stake corner to Twelve acres Sold by D. W. Robinson to P. S. Fleck in the Center of the Back Run road, thence with the same S 78° W 85 Poles to a Stone Corner to Hostetlers land, thence with his line N 5° W 70 Poles to

a Stake, thence
to the beginn
S. E. corner to
N 78° E. 80
137 Poles to a
pole to a St
Corner to Mar
75 acres more or
Containing in
Or any Order for
in favor of
Otherwise to
Mortgage
recorded
& December
Dolbear
Valuable Con
assigns that
Peer, Stamp
Mortgage
On said
the said
Order to
for the Sale
The State of
alleging
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the Court of
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town and
27th day of
W. Marysv
Sheriff's
Certificate
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them in the
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Dolbear
& true

a Stake, thence N. 78° 45' E 80 Poles to the line of McCurdy thence with the line of the same and said line one hundred acres to the beginning, Containing Thirty Five acres, Also Part of the same Survey Beginning at a Stake and Stone S. E. Corner to Burkh Polowes land, thence with his line N 6° 10' W 159 Poles to a Stake and Stone, thence N 78½ E. 80½ Poles to a Stake and Stone in the west line of Seth Mc Cashills land, thence with his line S 6° 10' E 137 Poles to a Stake and Stone N. W. Corner to 50 acres Owned by L. Mellching thence with his line S 78½ W 40 Poles to a Stake and Stone thence with Another of Mellching's lines S 6° 10' E 20 Poles to a Stake and Stone Corner to Mellching in the Buckeye road, thence with the same S 78½ W 60½ Poles to the Beginning Containing 75 acres more or less Except 25 acres Sold off of the North End by Deed to Reuben Hyles Subject, The Condition Contained in said Mortgage deed was in substance that if the said S. Alexander and Lydia Ann Alexander or any One for them Should Pay a promissory Note for the Sum of Seven Hundred Dollars, Dated May 1st 1867 in favor of W. W. Woods Or Order, due One year from its date, then the said Conveyance Should be Null and Void otherwise to be and remain in full force and Virtue in law, On the 15th day of May 1867, at 9 Oclock A. M. said Mortgage was delivered to the Recorder of said County, to be by him Entered on Record, and was recorded May 23d 1867 in Book No 6 Page 18 of Union County Records of Mortgages, On the day of December 1867 the said W. W. Woods the Mortgagee in said Mortgage Sold and assigned to him S. D. Dolbear all his right title and interest in said Mortgage and delivered the same for a full paid & Valuable Consideration with the following Endorsement, Dec 1867 Know by for Value received I assign the within described Mortgage to S. D. Dolbear, Signed W. W. Woods Rec'r Stamps $1.00 Cancelled The said W. W. Woods has no interest in said Mortgage. The said Mortgage deed has become absolute, And there is due to said S. D. Dolbear, and remaining unpaid on said indebtedness, the Sum of Seven Hundred Dollars with interest from January 1st 1868 The said S. D. Dolbear therefore asks that said Mortgage may be foreclosed, that said premises Ordered to be Sold, and the proceeds applied to the Payment of said debt and Execution awarded for the balance if any should be due, M. B. Lawrence Attorney for S. D. Dolbear.

The State of Ohio Union County ss. S. D. Dolbear being Sworn Says the Several Statements made and allegations Contained in the foregoing Answer and Cross Petition are true as he verily believes

S. D. Dolbear

Sworn to by S. D. Dolbear before me and Signed by him in my presence this 4th of February 1868

A. F. Watkins J. P.

And afterward to Wit On the 17th day of April A. D. 1868 the following Writ of Summons was issued by the Clerk of said Court which reads as follows to wit, The State of Ohio Union County ss. To the Sheriff of Logan County, You are Commanded to Notify S. Alexander that he has been Sued by Caleb Clark in the Court of Common Pleas of Union County and that unless he Answer by the 16th day of May A. D. 1868 the Petition of the Plaintiff against him filed in the Clerks Office of said Court Such Petition will be taken as true and Judgment rendered accordingly, You will Make due return of this Summons on the 27th day of April A. D. 1868 Witness Faber Randall Clerk of said Court and the Seal thereof at Marysville this 17th day of April 1868

Faber Randall Clerk

Rec'd this Writ April 18th 1868 and Served by delivering a Sheriff's Return on the Same Writ of Summons Certified Copy thereof to the within named Defendant Personally April 23d 1868

E. Powers Sheriff D. C.

Fees $1.85

And on the 18th day of April A. D. 1868 the following writ of Summons was issued by the Clerk of the Court of Common Pleas of Union County which reads in the words and figures following to wit, The State of Ohio Union County ss. To the Sheriff of Logan County, You are commanded to Notify Samuel Alexander & Lydia A. Alexander his wife that Samuel W. Dolbear Assignee of W. W. Woods has filed an Answer and Cross-Petition against them in the case of Caleb Clark & S. Alexander et al in the Court of Common Pleas of Union County and that Unless they Answer by the 16th day of May A. D. 1868 the Cross Petition of the said S. W. Dolbear against them filed in the Clerks Office of said Court Such Cross Petition will be taken as true and Judgment rendered accordingly, You will Make due return of this Summons on the 27th

day of April A.D. 1868 Attest Taken Blandall Clerk of Said Court and the Seal Thereof at Marysville this 18th day of April 1868
Taken Blandall Clerk

Sh. Ret. The following is the Endorsement of the Sheriff upon Said Summons, &c., this writ April 18th 1868 and duly
Return served by delivering a certified Copy thereof to Each of the within named Defendants Personally, April 23d 1868
Fees $1.25
E. Powers Sheriff U.C.

And On the 25th day of May A.D. 1868 the following Entry was made upon the Journal of Said Court which
reads, to wit Clerks

Entry

J. H. Alexander
Lydia A. Alexander &
S. H. Dolbear

Foreclosure,

Came now come the Said Cale & Clark by his Attorney
Randall & Gilbert & the Said S. H. Dolbear by his Atty M. L. Lawrence
and the Said J. H. Alexander and Lydia A. Alexander failing to answer to
Said Petition it is Considered that Said Plaintiff Ought to Recover the Amount due him by reason
of the Premises, And that the Said S. H. Dolbear Ought to Recover the Amount due him, And the Court
with the Consent of the Plaintiff find that there is due from the defendants to Said Plaintiff On the Note and
Mortgage in the Petition Set forth the Sum of Six Hundred Fourteen & 36/100 Dollars ($614,36) And upon
further Consideration of this Cause, the Court does with the Consent of the Defendant S. H. Dolbear
find that there is due from the Defendants to the Said S. H. Dolbear On the Note and Mortgage
in his Answer & Cross-Petition Set forth the Sum of Seven Hundred Sixteen & 92/100 Dollars ($716,92)
And the Court doth further find that both of Said Sums are Liens upon the Lands in the Plaintiffs Petition
and Mortgage Set forth and described, and that the lien of the Plaintiff is prior to that of Dolbear
It is therefore Considered, Ordered, Adjudged & Decreed by the Court that the Defendants
within ten days from this date pay to the Said Plaintiff Said Sum of $614,36, And to the Said S. H.
Dolbear Said Sum of $716,92, with Interest On Each from this date together with the Costs in this
Suit to be taxed by the Clerk, And in default of the Payment of Said Sums of Money or Either of
them that the Sheriff of this County for the time being who is hereby appointed Special
Master for that purpose proceed to Sell the Lands and Tenements in the Petition mentioned &
upon Judgments at Law and apply the proceeds arising from Said Sale in Satisfaction
of Said Sums above found due and the Costs

Attest Taken Blandall Clerk

Davis & Brach
vs
Joseph Price & Others

Pleas before the Hon. J. Moulton Presiding Judge at a Court of
Common Pleas begun and held at the Court House in Marysville
within and for the County of Union in the State of Ohio on the 3rd day of
May A.D. 1868, Continued to Court on the 7th day of April A.D. 1868

Petition

the following Petition was filed with the Clerk of Said Court which reads as follows to wit

John L. Davis and Edward L. Brach Partners in Business
Under the firm name of Davis & Brach Plaintiffs

Against

Joseph Price, Elizabeth Price & Seth Chapman Defendants

Court of Common Pleas
Union County Ohio

Petition

The Plaintiffs say that they are partners
doing business under the name & firm of Davis & Brach, That
Joseph Price on the 11th day of December September in the year 1866 made his promissory note in writ-
ing of that date and then and there delivered the same to Orin Carter, And thereby promised
to pay to the Said Orin Carter or bearer, the Sum of Two Hundred Dollars On or before the 11th day
of September 1867, And the Said Orin Carter duly Sold, transferred and delivered the Same to
Plaintiffs who are now the owners of Said promissory Note, Said Note is now Overdue, and no Pay-
ment has been made thereon, And there is now Plaintiffs due from Said Joseph Price on

Said promi
a Copy of Jo
Joseph Price
Or Order to Sec
the tenor &
Copy of the
County of
for Plaint
James Robert
by Marion
to the Com
promissory
&c, then Exec
And way
for Record,
have Ren
they are infor
to Said Or
Dollars a
And upon
defend and
ask that Said
to the Payme
balance,
The State
for the Plain
written ins
that Plaintiff
make Oath
Sworn to by
Copy of
Carter & Ot
Clerk
And Plaintiff
Thereupon
The State of
Joseph P
Edward
Pleas of Unio
the Plaintiffs
And filed
day of
Marysville
The following
Issued Sept
Sheriff Dep

Said promissory Note the Sum of Two Hundred Dollars with interest from the 11th day of September 1867
a Copy of Said Note is hereto attached and made a part hereof - The Plaintiff further say that the said
Joseph Price with his wife the said Eliza Ann Price joining On said 11th day of September 1866 in
Order to Secure the Payment of the aforesaid promissory Note and the money due thereon according to
the tenor & Effect thereof did by his deed duly Executed & delivered to the said Oren Carter
convey to the said Carter his heirs and assigns the following lands and tenements Situate in said
County of Union in the State of Ohio and bounded and described as follows, Being the
West Half of Lot No (29) Twenty Nine in the Town of Essex, bounded on the East by
James Roberts & John Hooley, on the South by James Chambers, on the West by Center Alley & on the North
by Marion Street, Containing One Eighth of an Acre more or less - Said Mortgage deed was subject
to the Condition that if the said Joseph Price should pay the said Sum of Money Stated in said
promissory Note, according to the tenor & Effect thereof to the said Oren Carter or his assigns
&c, then said deed should be void, otherwise to be in full force in law) - That said Mortgage
deed was On the 29th day of December 1866 duly left with the Recorder of said County of Union
for Record, and was Recorded On the 2nd day of January 1867, The Plaintiffs Aver that they also
have Purchased & Own the Mortgage lien aforesaid of said Carter, The Plaintiffs say that
they are informed that the Defendant Peter Chapman owns a Note given by said Joseph Price
to said Oren Carter, On said date September 11th 1866 calling for One Hundred and Thirty
Dollars due the 11th day of March 1868, and Secured by the Mortgage deed above mentioned
and upon the same premises, Plaintiffs Aver that said Chapman be made party
defendant & that he may set up his lien upon said premises if any he have, The Plaintiffs therefore
ask that said Mortgage may be foreclosed, the said premises Ordered to be Sold & the proceeds applied
to the payment of the debt of Plaintiffs aforesaid, and that an Execution be awarded for the
balance,

Porter & Sterling Attys for Plaintiffs

The State of Ohio Union County ss, James Sterling makes Oath that he is one of the Attys
for the Plaintiffs in this Case duly Authorized in the premises, that this action is founded upon a
written instrument for the Payment of Money Only, & Such instrument is in Affiants possession from
that Plaintiffs Are to the Non-residents of Union County Ohio & both absent therefrom, Affiant further
makes Oath that he believes the facts Stated in the foregoing petition to be true, James Sterling
Sworn to by James Sterling before me & Signed by him in my presence this 4th day of April 1868

Taber Vandall Clerk

Copy of Said Note - On or before the 11th day of September 1867 I promise to pay to Oren
Carter or bearer the Sum of Two Hundred Dollars for Value received this 11th day of Sept 1866

(Signed) Joseph Price

Clerk Issue a Summons &c, Endorse - "Suit upon promissory Note & for foreclosure of Mortgage
Amt Claimed $200, int from Sept 11th 1867, Apr 4th 1868 Porter & Sterling Plaintiffs Attorneys

Thereupon the following writ of Summons was issued by the Clerk of said Court which reads

Summons

The State of Ohio Union County ss, To the Sheriff of Union County, You are Commanded to Notify
Joseph Price, Elizabeth Ann Price & Peter Chapman that they have been Sued by John I Davis &
Edward D Leach, Partners in business under the firm Name of Davis & Leach in the Court of Common
Pleas of Union County and that unless they Answer by the 2nd day of May A.D. 1868 the Petition of
the Plaintiffs Against them filed in the Clerks office of said Court Such Petition will be taken as true
and Judgment rendered accordingly, You will make due return of this Summons on the 15th
day of April A.D. 1868, Witness Taber Vandall Clerk of said Court and the Seal thereof at
Marysville this 4th day of April A.D. 1868 Taber Vandall Clerk

Return

The following is the Endorsement of the Sheriff upon said writ, Received this writ April 4th 1868
Served Joseph Price & Elizabeth Ann Price by delivering to each of them a certified copy of this writ April 8 1868, Served
Peter Chapman by delivering to him a certified copy of this writ April 8 1868, Fees $ 3,93

P. B. Whelpley Sheriff By Robt. Sharp Deputy

And afterward to wit On the 9th day of June 1868 the following Answer was filed in the Clerk of said Court which is as follows, Davis & Peach } In the Court of Common Pleas
vs. } Union County Ohio
Answer — Joseph Price & Other } Thomas N. Paulk

Comes Thomas N. Paulk by Robinson & Robinson his Attorneys and for Answer to said Petition says he is the person holden and bound on the Note in said Mortgage described as becoming due the 11th of March 1868, a copy of which is filed to said Petition and thereto attached and that there is due the said Thomas N. Paulk thereon the Sum of One Hundred and Sixty Dollars with interest thereon from March 11th 1868, 2nd The said Paulk says that the said Contention sold and transferred said Note in said Mortgage described as due September 11th 1867 long before the transfer and said Note due March 11th 1868 and the said Carter retained said Mortgage until he sold said Note on or about March 11th 1868 and then in July 1867 with said Note for a valuable Consideration sold and transferred said Mortgage to One Horace Andrews who afterwards, On or about the 15th of October 1867 and for a Valuable Consideration sold and transferred said Note and Mortgage to the said Thomas N. Paulk who claims that he holds the first and prior Lien Mortgage lien on said premises in said petition described and he asks that he obtain a decree against said Joseph Price & Eliza Ann Price for said Sum of One Hundred and Sixty Dollars with interest from March 11th 1868 and an Order of Sale of said premises Robinson & Robinson
Attorneys for Thomas N. Paulk

The State of Ohio Union County ss. I Thomas N. Paulk being duly Sworn do depose & say the Several Allegations of the foregoing Answer are true as I believe Thomas N. Paulk
Sworn to before me & Signed in my presence by Thomas N. Paulk this 9th of June 1868 ---
Taber Randall Clerk

And afterwards to wit On the 5th day of May A.D. 1868 the following Entry was made upon the Journal of said Court which is in the words and figures following —
Entry — John A. Davis & Edward D. Peach Partners in Business
Under the firm Name of Davis & Peach
vs.
Joseph Price Eliza Ann Price & Ike Chapman } And now comes the Plaintiffs Davis & Peach by Porter and Sterling their Attorneys and the said Joseph Price, Eliza Ann Price & Ike Chapman still failing to answer or demur to the said Petition, it is considered that the said Plaintiffs Ought to Recover the Amount due them by reason of the premises, and the Court with the Consent of the said Plaintiffs find that there is now due the said Plaintiffs on the Note in the said Petition described the Sum of $207,83 — It is therefore Considered, Ordered & adjudged by the Court here that the said Plaintiffs Recover of the said Defendants the said Sum of $207,83, the Sum so found due as aforesaid and also their Costs in this behalf Expended taxed to $ And it is further Ordered & adjudged by the Court that in case the said Defendant fails for ten days from this date to Pay to the said Plaintiffs said Sum of $207,83, so as aforesaid found due with the Costs of Suit an Order issue to the Sheriff of said County of Union, Commanding him cause the said lands & tenements in said Petition described to be appraised, advertised & Sold, according to law and apply the proceeds of said Sale in Satisfaction of the said judgment and Costs so as aforesaid rendered and if the land does not satisfy this Judgment then Execution issue for the residue

Attest Taber Randall Clerk

Petition

X

J. & T. E. Miller & Joyce
vs.
Tillman G. Goff et. als.

Pleas before the Hon. M. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 24th day of June A.D. 1868 Continued to and at the 4th day of January A.D. 1869 the following petition was filed with the Clerk of said Court which is in words & figures as follows to wit

John Miller, Thomas E. Miller and John Joyce Partners under the name of J. & T. E. Miller & Joyce Plaintiffs } Court of Common Pleas of Union County Ohio

Against

Tillman G. Goff, Olive Goff his wife, Henry C. Dickinson, H. M. Harris, Joseph W. Harrington, W. W. Woods and James W. Robinson Defendants } Petition

Petition

1 The Plaintiffs say, On the 21st day of November A.D. 1865 the Defendant Tillman G. Goff made and delivered to the said Henry C. Dickinson his promissory note of that date and thereby promised to pay to the said Henry C. Dickinson or bearer the sum of Six Hundred and Twenty Five Dollars On or before the first day of April A.D. 1867 with interest from date a copy of said note is here to attached. 2 The Defendants Tillman G. Goff and Olive Goff his wife On the 21st day of November A.D. 1865 to secure the payment of said note together with other notes therein mentioned executed and delivered to the said Defendant Henry C. Dickinson their mortgage deed and thereby conveyed to the said Henry C. Dickinson the following lands and tenements situate in said County of Union and State of Ohio and bounded and described as follows to wit Part of Survey No. 9916 Beginning at a Stake and Stone in the road from Marysville to Renton and S.W. corner to Ed. Skellens land thence with said Skellens S. line N. 79 1/2° E. 174 1/10 Poles to a Stake and Stone S.E. Corner of said Skellens land, thence with the E. line of his land N. 11° 7' W. 43 3/10 Poles to a Stake and Stone in the Original N. line of said Survey No. 9916, and N.E. Corner of said Skellens land thence with the said Original N. 79 1/2° E. 4 Poles to a Stake the N.W. Corner of land owned by Wallen Allyn thence with the west line of said Allyns land S. 11° 7' E. 142 1/2 Poles to a Stone the N.E. Corner of D. Chapels land thence with his N. line S. 78 1/2° W. to the Center of the above named road, thence with said road to the Beginning containing One Hundred acres more or less. 3 The Condition Contained in said Mortgage deed was in substance that if the said Tillman G. Goff should pay or cause to be paid all of said several sums of money mentioned therein when the same become due with the interest then that said Mortgage deed should be void, & remain in full force On the 22 day of February A.D. 1866 at 11 O'clock and 30 Minutes A.M. the said Mortgage deed was delivered to the Recorder of said County to be by him entered on record, and was recorded on the 24th day of February A.D. 1866, said promissory note first mentioned, described and set forth in this petition has been sold, transferred and delivered to plaintiffs for a valuable consideration being the first note mentioned, described and set forth in said Mortgage deed, and the said Plaintiffs are now the owners and holders thereof, and have and hold an Equitable interest in said Mortgage and the premises therein described to the Extent of the Amount of said promissory note The said defendants Henry C. Dickinson H. M. Harris, Joseph W. Harrington W. W. Woods and James W. Robinson claim to have some lien or Estate in said premises, but the plaintiffs are ignorant of the nature & Extent thereof and they do not know whether any of said defendants have at this time any subsisting lien upon said premises and they therefore demand proof of the same

The said Plaintiffs further say that said Mortgage deed has become absolute and that there is due to them the said Plaintiffs from the Defendant Tillman G. Goff and remaining unpaid upon said indebtedness the sum of Six hundred and Twenty Five Dollars with interest from the 21st day of November A.D. 1865 being the whole amount of the said note owned and held by the said Plaintiffs as herein before stated On which no Payments have been made, The Plaintiffs ask that the said defendants

Henry C. Dickenson H. M. Haynes, Joseph H. Harrington, W. W. Woods and James A. Robinson may be required to Answer this Petition and set forth therein fully the nature and Extent of their claims and liens in and to the said Premises and the Mortgage and Notes set forth in said Mortgage, that said Mortgage may be foreclosed, the priorities of lien determined and the said lands and tenements Ordered to be Sold, and the proceeds of Sale to be applied to the Payment of the debt due to the Plaintiffs and Execution awarded for the balance if any shall remain unpaid and for Such Suitable and proper relief

John B Coats Attorney for Plaintiffs

The State of Ohio Union County ss. John B Coats being Sworn Says he is the Attorney of the above named John Miller, Thomas E. Miller and John Joyce Partners under the name of J. & T. E. Miller and Joyce the Plaintiffs in the foregoing Petition and that the said John Miller Thomas E. Miller & John Joyce are non residents of said County of Union and that he believes the facts Stated in the foregoing Petition to be true

John B Coats

Sworn to by the said John B Coats before me and Signed by him in my presence this 4th day of January A.D. 1868

Tabor Randall Clerk

John Miller Thomas E. Miller and John Joyce Partners Under the Name of J. & T. E. Miller & Joyce — Plaintiffs

Against

Tillman G. Goff Olive Goff his wife, Henry C. Dickenson H. M. Haynes, Joseph H. Harrington W. W. Woods and James A. Robinson — Defendants

Pr. Cipe

Court of Common Pleas of Union County Ohio

Civil Action

Pr. Cipe

Issue a Summons for Tillman G. Goff Olive Goff his wife, Henry C. Dickenson, H. M. Haynes Joseph H. Harrington W. W. Woods and James A. Robinson to the Sheriff of Union County Ohio returnable according to law, Amount Claimed Six Hundred and Twenty Five Dollars with Interest from the 21st day of November A.D. 1865

To the Clerk of the Court of Common Pleas of Union County Ohio January 4th A.D. 1868

John B. Coats, Attorney for Plaintiffs

And thereupon the following writ of Summons was issued to the Sheriff of said County which reads as follows to-wit The State of Ohio Union County ss To the Sheriff of Union County, You are Commanded to Notify Tillman G. Goff, Olive Goff his wife Henry C. Dickenson, H. M. Haynes Joseph H. Harrington W. W. Woods James A. Robinson that they have been Sued by John Miller, Thomas E. Miller & John Joyce Partners under the name of J. & T. E. Miller and Joyce in the Court of Common Pleas of Union County and that unless they Answer by the First day of February A.D. 1868 the Petition of the said Plaintiffs against them filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 13th day of January AD 1868

[L.S.] Witness Tabor Randall Clerk of said Court and the Seal thereof at Marysville this 4th day of January A.D. 1868

Tabor Randall Clerk D.C.P.

The above writ was Endorsed by the Sheriff as follows to-wit Rec'd this writ Jan. 4th 1868 Served by delivering to Each of the defendants a Certified Copy of this writ January 8th 1868

Total Fees $6.93

B. Shelpley Sheriff

And On the 13th day of January 1868 the following Answer of J. A. Robinson was filed with the Clerk of Said Court to-wit to-wit

Answer of Robinson

J. & T. E. Miller & Joyce — Court of Common Pleas Union County Ohio

vs. Answer of J. A. Robinson

Tillman G. Goff & Others

The said J. A. Robinson one of the Defendants now comes & says that he is the Owner of the Five Hundred dollar Note given by Harvey M. Haines to Charles Wolcott dated Oct 5, 1861 & due Oct 5th 1865 with the Interest from its date & Secured by Mortgage of said Haines to said Wolcott on the land in said Petition described & which is a

Answer of Haynes

Lien [illegible]
Judgment
C. Goff has
first 1868
Hundred
is Still due

The State
Several
Sworn to be

Afterward
was filed
J. & T. E. Mo

Tillman G.
H. M. Ha
above Said
Petition
to be Foreclo
Henry C. D
Consideration
Execution
Note Sally
1865, Defen
Note is hereto

State of Ohio
and allegat
Sworn to by

Copy of

Answer of
was filed
J. & T. E. M
J. A.
Haynes

Tillman G.
is the present
words follo
Or Dean Su

Thereupon the
premises an

The State

lien prior and better than the lien of said Plaintiffs and said Note and Mortgage is already in Judgment in this Court at the suit of this Defendant against said Haines. That said Tilman G Goff has made Payments on said Note and judgment, the last payment being made thereon January first 1868 at which time On Settlement there was found due thereon besides Cost the sum of Two Hundred and Fifty Dollars with interest from the First of January 1868, and that sum of money is still due thereon to this Defendant for which he asks payment and Order of Sale in this Suit

D H Robinson

The State of Ohio Union County S.S. The said D H Robinson being duly Sworn says the Several allegations of the foregoing Answer are true as he believes D H Robinson

Sworn to before me by D H Robinson & by him Signed in my presence this 13th of Jany 1868

Jabez Wandall Clerk

Afterwards to wit On the First day of February A D 1868 the following Answer of H M Haines was filed with the Clerk of said Court which reads in the words and figures as follows to wit

Answer of Haines

D & T E Miller & Joyce Plaintiff

Against

Court of Common Pleas

Tillman G Goff Olive Goff

H M Haines Et als Defendants

Union County Ohio

Answer

H M Haines One of the Defendants in the above Suit Comes and for Answer says, That he is the Owner of a Note referred to in Plaintiffs Petition and Secured by the Mortgage as set forth in said Petition and which Mortgage is sought to be foreclosed by Plaintiffs, Said Note was given by Tillman G Goff & One of the Defendants to Henry C Dickinson and by him transferred and delivered to said defendant for a Valuable Consideration and is now owned by said defendant H M Haines, Said Note was made & Executed on the 21st day of November 1865. Defendant says that there has not been and said Note calls for Six Hundred and Twenty Five Dollars and interest from the 21st day of November 1865, Defendant says that there has not been any payment made on said Note, A copy of said Note is here to attached marked A and made Part of this Answer

Porter & Sterling Attys for Defendant

State of Ohio Union County S.S. H M Haines the defendant being Sworn says the facts stated and allegations made in the foregoing Answer are true as he believes H M Haines

Sworn to by H M Haines before me and Signed by him in my presence this 27th day of January 1868

S A Gilbert Notary Public

Copy of the Note Set forth in Answer

A.

On or before the first day of April A D 1870 I promise to pay Henry C Dickinson Or bearer Six Hundred and Twenty Five Dollars with Int. Value Received

November 21st 1865

Tillman G Goff

And afterwards to wit On the 7th day of February 1868 the following Answer of D W Harrington was filed with the Clerk of said Court which reads as follows to wit

Answer Harrington

D & T E Miller & Joyce

Court of Common Pleas

Union County Ohio

vs

Tilman G Goff & Others

Answer

Joseph W Harrington now comes & says that he is the present Owner of One of the Notes described in the Plaintiffs Petition which reads in the words following Viz: "On or before the first day of April A D 1869, I promise to pay Henry C Dickinson Or bearer Six Hundred and Twenty Five Dollars with Int. Value received, November 21st 1865

Tilman G Goff."

Therefore the said Joseph W Harrington asks to be fully protected in his said rights and that said premises are Sold that the Amount of said Note be Paid Out of the proceeds of said Sale

Robinson & Robinson Attys for Harrington

The State of Ohio Union County S.S. Joseph W Harrington being duly Sworn doth say

the allegations of the above Answer on true
Sworn to before me and Signed in my presence this 7th of February 1868 Tuben Randall Clerk
And thereupon to wit On the 7th day of February A D 1868 the following Entry was made upon the
Journal of said Court which reads as follows

Entry

John Miller, Thomas E. Miller and John Joyce Partners
Under the name of J. T. E. Miller & Joyce Plaintiffs

Petition On Note
And Mortgage

vs.

Tilman G. Goff, Elvi Goff his wife, Henry C. Dickenson
A. M. Harris Joseph H. Harrington, W. W. Woods & James A. Robinson Defendants

This day Came the Plaintiff by their attorney and Submitted this cause to the
Court. The Defendants Tilman G. Goff and Elvi Goff his wife together with Henry C. Dickinson
and W. W. Woods being in default for want of Answer, Whereupon the Court do find that the defen
dant Tilman G. Goff owes to the Plaintiffs John Miller, Thomas E. Miller & John Joyce Partners Under
the name of J. T. E. Miller & Joyce On the Note in the Petition Set forth the Sum of Six Hundred and Twenty
Five Dollars with interest thereon from the 21st day of November A. D. 1865, in Manner and form as
the said Plaintiffs in their Petition have in that behalf alleged, of which said Sum of Six Hundred
and Twenty Five dollars with the interest thereon as aforesaid, the Court doth find Amounts
to the Sum of Seven Hundred and Seven dollars and Fifty Cents, Therefore it is Considered, or
dered and adjudged by the Court that the said Plaintiffs recover of the said defendant Tilman
G. Goff the said Sum of Seven Hundred and Seven dollars and fifty cents this debt aforesaid so
as aforesaid found due and also his Costs herein to be taxed And the Court further finds that
that the said Note in the Plaintiffs Petition described is the first Note mentioned and described in the said
Mortgage in said Petition mentioned in Manner and form as therein alleged, And that the three other
Notes in said Petition are not now due, The Court therefore find that the Amount due to
the Plaintiffs On said Note in their Petition described and set forth is the first lien upon the premises
described in said Mortgage after the Judgment set forth in the Answer of James A. Robinson
One of the defendants in this action, On which said judgment the Court find there is due to
the said Defendant James A. Robinson the Sum of Two Hundred and Fifty dollars with
interest from the 30th day of December A. D. 1867, which the Court find is a lien prior to that of
the Plaintiffs, It is therefore further Ordered and Adjudged by the Court that in case the
said defendant Tilman G. Goff fails for Twenty days from the date of this term of the Court to
Pay to the said Plaintiffs the said Sum of Seven Hundred and Seven dollars and Fifty cents
So as aforesaid found due with the Costs of Suit, An Order is sent to the Sheriff of this County
who is hereby appointed Special master Commissioner for that purpose, Commanding him
to Expose said lands and tenements in said petition described to wit Part of Survey No. 9916 Beginning at
a Stake and Stone in the Road from Marysville to Benton and S. W. corner to Est. Skellons land, thence with said
Skellons S. line N. 79 20 E 174 76/100 Poles to a Stake and Stone the S. E. Corner of said Skellons land, thence with
the E. line of his land N 11° 7' E, 43 76/100 poles to a Stake and Stone in the Original N. line of said Survey No.
9916 and N. E. Corner of said Skellons land thence with the said Original line N 79 20 E 4 poles to a Stake
the N. W. Corner of land owned by Wallen Allyn thence with the west line of said Allyns land
S 11° 7' E. 142 76/100 Poles to a Stone the N. E. Corner of D. Chapels land thence with his N. line S 78 50
W. to the Center of the above named Road, thence with said road Down to the Beginning, Containing
One Hundred Acres more or less" To be exposed at Public Auction and Sold according to law. And that
So much of the proceeds of such Sale as may be necessary for that purpose be applied first to the
payment of the Amount due to the said James A. Robinson, Second to the Payment of the Judgment
of the Plaintiffs So as aforesaid rendered with the Costs of Suit, And that in case any Balance
that may then remain in his hands into Court to await the further Order of the Court thereon, And
as to the respective rights and liens of all the Defendants in this action holding Notes

Motion

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Not now due and Secured by Mortgage on the premises in the Plaintiffs petition mentioned and described this Cause is Continued.

Afterward to wit On the 23d day of May 1868 the following Motion was filed with the Clerk of said Court which reads as follows

Motion

P. & T. E. Miller & Joyce

vs

Tilman G. Goff.
F. W. Woods Et Als

Motion for leave to file Answer of W. W. Woods & take decree in his favor

The said F. W. Woods says he was duly Served with Process in this action, and that a decree was taken by the Plaintiffs, against Tilman G. Goff at the February Term of this Court A.D. 1868, The said Woods and the said Goff then being in default for Answer Or Other Pleadings, and the Cause was at said Term continued as to the Note not at that time due, Since that time the Note held & owned by said Woods fell due to wit On the 1st day of April 1868, and no payments have been made thereon, said decree is yet in full force and unsatisfied, said Woods asks leave to file his Answer and to take a decree in his favor On the Note which he now holds

May 23d 1868 W. W. Woods By M. L. Lawrence Atty

Came thereupon the following Answer of F. W. Woods was filed with the Clerk of said Court which reads as follows to wit

Answer Woods

P. & T. E. Miller & Joyce Plaintiffs } In the Court of Common Pleas of Union County Ohio

vs

Tilman G. Goff.
F. W. Woods Et Als Defendants } Answer of W. W. Woods

The Defendant F. W. Woods now comes and by leave of the Court files his Answer in this Cause and for Answer says that it is true that he is the Owner and holder of One of the Notes described or mentioned in the Plaintiffs Petition & in the Mortgage therein referred to, and that he was the legal Owner & holder of the same at the term of the Commencement of this action, That the Note which he now sues upon reads in the words and figures following to wit "On or before the first day of April A.D. 1868 I promise to pay Henry L. Dickenson or bearer Six Hundred & Twenty Five Dollars for the Use Received"

November 21st 1865" (Signed) Tilman G. Goff"

That said Note is Endorsed as follows "O. S. Cargo" That he became the Owner and holder of the same, before it became due, and paid therefor a full fair and Valuable Consideration, and that there have been no Payments made thereon, He further says that there is now due to him on said promissory Note from the Defendant Tilman G. Goff, the Sum of Six Hundred and Twenty Five Dollars ($625) with interest from November 21st 1865. He further says that he has an interest in the Mortgage mentioned in the Plaintiffs Petition to that Amount and that his claim or interest is in point of priority next to the lien of Plaintiffs, and prior to that of the other Defendants H. M. Haines & Ralph O. Harrington That said Note is now due, and he asks a decree in his favor for the Amount of said Note with interest to this date, and that he be allowed an Order of Sale on said decree Sold to be indorsed & such other & further relief &c.

M. L. Lawrence Atty for Plaintiff

The State of Ohio } Union County S.S. W. W. Woods Defendant being Sworn says the Statements made & allegations Contained in the foregoing Answer by him made are true as he verily believes

F. W. Woods

Sworn to by F. W. Woods before me & Signed by him in my presence this 23d day of May 1868

L. Pfau Notary Public

Notarial Seal
Union County Ohio

Entry

Court aforesaid to wit On the 25th day of June 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following to wit

P. & T. E. Mollen & Doyle

vs.

Tilman G. Goff &
H. H. Woods Et Als

This day this Cause came on to be heard on the Answer of H. H. Woods & the Exhibits, the Plaintiff being in default for Reply and the Rule of this Court heretofore Entered in this Cause and this Cause was argued by Counsel, and submitted to the Court, On Consideration whereof the Court do find the Equity of the Cause with the said H. H. Woods and that there is due to him On this 24th day of June 1868 upon the Note and Mortgage in his Answer mentioned (the Mortgage being the same now to be foreclosed in this action) the Sum of Seven Hundred twenty two & 18/100 Dollars ($722.18) and that the same is a lien upon the Lands in the petition and Mortgage described in point of priority next after the Incumbrance in favor of the Plaintiffs in this action. It is therefore Considered, Ordered, Adjudged and decreed by the Court that the Defendant Tilman G. Goff within ten days from this date pay to the said H. H. Woods the said Sum of Seven Hundred Twenty Two & 18/100 Dollars with interest thereon from this date until paid and the Costs herein, and in default thereof that the Sheriff of this County for the time being who is hereby appointed Special Master for that purpose proceed to Sell the lands and tenements in the petition and Mortgage mentioned in manner and form as in such Cases by Law provided and to make Report of his doings herein, and as to the Notes not yet due this Cause is Continued

Attest Tabor Randall Clerk

Petition

F. A. Sells
vs.
W. M. Robinson &
Robt. Sharp

Pleas before the Hon. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 27th day of May 1868 Continued to wit On the 11th day of January A.D. 1868 the following petition was filed with the Clerk of said Court which reads as follows to wit

F. A. Sells Plaintiff

Against

W. M. Robinson and
Robert Sharp Defendants

Court of Common Pleas of Union County Ohio

Petition

The Plaintiff says that the Defendants owe the Plaintiff upon a promissory note now over due, whereof a copy is hereto Annexed the Sum of Two Hundred and nine Dollars & twenty Cents with interest from the 28th day of August A.D. 1867. For which he prays Judgment

John B. Coats Atty for Plaintiff

The State of Ohio Union County ss. John B. Coats being Sworn says he is the Attorney of F. A. Sells the Plaintiff in the foregoing Petition, and that the said F. A. Sells is not a resident of said County of Union and that he believes the facts Stated in the foregoing petition to be true John B. Coats

Sworn to by the said John B. Coats before me and Signed by him in my presence this 11th day of January A.D. 1868

Tabor Randall Clerk

Precipe

F. A. Sells Plaintiff
vs.
W. M. Robinson &
Robert Sharp Defendants

Court of Common Pleas of Union County Ohio, Civil Action, Praecipe Issue a Summons for W. M. Robinson & Robert Sharp to the Sheriff of Union County Ohio returnable according to law, Amount Claimed Two Hundred and nine Dollars and Twenty Cents with interest from the 28th day of August 1867

John B. Coats Attorney for Plaintiff

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

January 11th A.D. 1868

Writ Summons

Writ Summons on the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit

The State of Ohio Union County SS. To the Sheriff of Union County You are Commanded to Notify F. M. Robinson and Robert Sharp That they have been Sued by F. A. Sells in the Court of Common Pleas of Union County and that Unless they Answer by the 8th day of February A.D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly You will make due return of this Summons on the 20th day of January A.D. 1868

Witness Taber Kendall Clerk of said Court and the Seal Thereof at Marysville this 11th day of January A.D. 1868 Taber Kendall Clerk

Return The above writ was Endorsed by the Sheriff as follows to wit, Rec'd this writ 11 Jan. 1868 Served January 16 1868 by delivering to Each of the Defendants a certified Copy of this writ Total Sheriffs Fees $1.47 D. D. Shelby Sheriff

And afterward to wit On the 27th day of May A.D. 1868 the following Entry was made in the Journal of said Court which reads in the words and figures following to-wit

Entry F. A. Sells } Civil Action

vs.

F. M. Robinson & Robert Sharp } This day came the Plaintiff by his Attorney, the Defendants being in default for want of Answer to demurrer to the Plaintiffs Petition, and by Consent of the Plaintiff as well as of the Court this Cause is Submitted to the Court upon the Petition of the Plaintiff Exhibits and testimony, And the Court, Being upon being fully advised in the premises do find that the defendants have Paid to the Plaintiff Since the Commencement of this action to-wit On the 8th day of February 1868 the Sum of One Hundred and Five dollars On the Note in the Plaintiffs said Petition mentioned, & Set forth And the Court do find that the said defendants do now owe to the said Plaintiff the Sum of One Hundred and Eleven dollars and Eighty four Cents, being the balance of principal and interest due on said Note to this date in manner and form as the Plaintiff in his said petition hath alleged, Therefore it is Considered, Ordered and Adjudged by the Court that the Plaintiff recover of the Defendants the said Sum of One Hundred and Eleven Dollars and Eighty four Cents his debt aforesaid found due and also his Costs in this behalf Expended taxed to Dollars and Cents

Attest Taber Kendall Clerk

Petition Benjamin Tucker } Pleas before the Hon. Bond Gin Presiding Judge at a Court of Common
vs. Pleas begun and held at the Court House in Marysville within and
J. E. Toby & Others } for the County of Union in the State of Ohio On the 7th day of May 1868
Entered to wit On the 26th day of September A.D. 1867 the following Petition was filed
with the Clerk of said Court which reads as follows to-wit

Benjamin Tucker Plaintiff } Court of Common Pleas

vs. Union County Ohio

J. E. Toby & Wm Toby & H. C. Dickerson Defendants } Petition. The said Plaintiff says that he is Holder as assignee from the said J. E. Toby & Wm. Toby as Makers & H. C. Dickerson as Guarantor on the promissory Note & written Guaranty (a copy of which Note and Guaranty endorsements attached) the Sum of Two Hundred Dollars with interest from the first day of August 1867, And therefore the Plaintiff asks judgment against said J. E. Toby & Wm. Toby as Makers & H. C. Dickerson as

Guarantor for the Sum of Two Hundred Dollars with interest from Aug 1st 1867

Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County S.S. A.B.H. Robinson being duly Sworn to depose & say that in the within named Action is brought on a Written Promissory Note for money only which is in my Possession for Collection, I believe the Statements therein in said petition are true & further I make Oath that I am Plaintiffs Atty. in said Case A.B.H. Robinson

Sworn to before me & Signed in my presence this 26th Sept. 1867 Tabor Blandall Clerk

Precipe To the Clerk Issue Summons & Endorse Suit for $300, on Note with interest from Aug 1 1867

Robinson & Robinson for Plaintiff

Thereupon the following writ of Summons was issued by the Clerk of said Court which reads in the words and figures following to-wit

The State of Ohio Union County SS To the Sheriff of Union County, You are Commanded to Notify D.E. Tobey & Wm Tobey and H.C. Dickeson that they have been Sued by Benjamin Tucker in the Court of Common Pleas of Union County and that Unless they Answer by the 26th day of October A.D. 1867 the Petition of the said Plaintiff Against them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 7th day of October A.D. 1867 Witness Tabor Blandall Clerk of said Court and the Seal thereof at Marysville this 26th day of September A.D. 1867. Tabor Blandall Clerk By C.C.

Return The following is the Endorsement of the Sheriff on said writ

Rec'd this writ Sept. 26th 1867 — Served Oct 5 1867 by delivering to H.C. Dickeson and D.E. Tobey a Certified Copy of this writ Wm Tobey not found in my County, Total Fee $3.00

D.B. Shelpley Sheriff

And afterwards to-wit On the 27th day of May A.D. 1868 the following Entry was made in the Journal of said Court which reads as follows to-wit

Entry Benjamin Tucker

vs.

D.E. Tobey Wm Tobey & Henry Dickeson

This day Came on this Cause to be heard on the Note and Petition of the Plaintiff and the Defendants having filed On said Note $180, Oct 26th 1867, & $10, Dec. 27th 1867 Since the filing of this petition and thereupon to the Plaintiff from the Defendants D.E. & Wm Tobey as Makers & from H.C. Dickeson as Guarantor the Sum of $13.25 It is therefore Considered Ordered & adjudged by the Court that the Plaintiff recover of the said Defendants D.E. & Wm Tobey as Makers and from H.C. Dickeson as Guarantor the said Sum of $13.25 Cents & 25/100 Dollars and his Costherein Expended taxed at $

Attest Tabor Blandall Clerk

A.B. Hubbard — Pleas before the Hon. Martin Welden Presiding Judge at a Court of Common Pleas begun

vs. and held at the Court House in Marysville within and for the County of

John M. Kimkin & Wife Union in the State of Ohio On the 27th day of May A.D. 1868

And afterwards to-wit On the 10th day of April 1868 the following Petition was filed with the

Petition Clerk of said Court which reads as follows to-wit

A.B. Hubbard Plaintiff

vs.

J.M. Kimkin &

Barbary Kimkin Defendants

The said Plaintiff says that there is due him from the said John M. Kimkin On the promissory Note a copy of which is hereto attached the Sum of Twelve Hundred and Fifty Two Dollars with interest from the first of April 1866, Thereupon said Plaintiff asks judgment against said John M. Kimkin defendant for said Sum of Twelve Hundred and Fifty Two dollars & interest from April 1 1866

Second. The said Plaintiff Says further that said Defendants On the 11th of Sept 1865 Executed and Delivered to Plaintiff their Mortgage deed for the following Real Estate in said County of Union in Survey No. 3729, Beginning at two Beaches in the South line of the Survey thence S 10° W 191 Poles to the East Corner of the Gilbert Row lot thence on this line S 80° W 130 Poles to a Stone and two Ps Pons comers thence S 10° E 187 Poles to two Honeywoods in the South line of the Survey cropping Otter Glen thence on the Survey line N 80° E 126½ Poles to the Beginning Containing 150¼ Acres More or less, Said Mortgage was duly recorded in Book 5 Page 323 &c is a Valid Lien on Said land and was Executed to Secure two Notes Already paid and two Notes dated Sept. 11 1865 for Twelve Hundred and Fifty Two dollars with interest from the first of April 1866, One due 1st April 1868 & One due April 1st 1869, That Plaintiff Says that the Said last two above named Notes have been Paid & One of them is Past due & That the Sum of Twelve Hundred and Fifty Two dollars with interest from April 1 1866 is now due Plaintiff thereon from the Said John M. Heinkin, Therefore Plaintiff asks a Decree against Said Defendants for Said Sum due as aforesaid & That an Order of Sale be made for the Sale of Said premises to Satisfy Said claim & for further relief

Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County ss. A. & H. Robinson being duly Sworn do Depose and Say the above Action is for money Only and I am Attorney for Plaintiff in this Action & believe the Several Allegations of Said Petition are true

A. & H. Robinson

Sworn to before me & Signed in my Presence This 15th of April 1868

Taber Randall Clerk

Issue & Summons & Endorsed "Suit On Note & Mortgage, Amt. due $1352 00 & Int. from April 1 1866 & Note Not due of Some Amt"

Issued On the 11th day of April 1868 the following writ of Summons was Issued by the Clerk of Said Court which was the Endorsement of the Sheriff thereon Reads in the words & figures following

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify John M. Heinkin and Barbary Heinkin That they have been Sued by D. B. Hubbard in the Court of Common Pleas of Union County and That unless they Answer by the 7th day of May A. D. 1868 the Petition of the Plaintiff against them filed in the Clerks Office of Said Court Such Petition will be taken as true and Judgment pronounced accordingly, You will make due return of this Summons On the 20th day of April A.D. 1868 Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 11th day of April 1868

Taber Randall Clerk

Rec'd This writ April 11th 1868 Served On John M. Heinkin & Barbary Heinkin Each of them by delivering a Certified Copy of this writ April 13 1868 Total Fees $ 183

D. B. Hubbard Shff By Robt. Sharp Deputy

Issued afterwards to wit On the 27th day of May A.D. 1868 the following Entry was made upon the Journal of Said Court which reads as follows to-wit

D. B. Hubbard vs. J. M. Heinkin & Barbary Heinkin

Note and Mortgage, This day Cometh the Plaintiff but the Defendants came not but made Default and this Cause was Submitted to the Court, and thereupon the Court being fully advised in the premises do find the Allegations of the Petition to be true, and that there is due the Plaintiff from the said J. M. Heinkin the Sum of Fourteen Hundred and Twelve Dollars, It is therefore Considered Ordered & Adjudged by the Court that the Plaintiff recover of the said J. M. Heinkin the said Sum of Fourteen Hundred and Twelve Dollars and his Costs herein Expended taxed at $ And it is further Ordered that in case of default of payment for ten days that an Order of Sale issue to the Sheriff of this County Commanding him to Advertise & Sell the Land in said petition described according to law to Satisfy said judgment and also the Note not due this Cause is Continued

Attest Taber Randall Clerk

X

The First National Bank of Circleville
Against
Oscar Ormsbee

Be it remembered on the Hon R. Hamblin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 5th day of May A D 1868

Petition

On the Same 5th day of May A D 1868 the following Petition was filed with the Clerk of Said Court which reads as follows to wit

The First National Bank of Circleville Plaintiff
vs
Oscar Ormsbee Defendant

Union County
Common Pleas
Petition

The Plaintiff says This his action is founded upon a promissory Note of which the following is a copy with the Credits thereon $2500 Circleville Ohio April 1st 1868 Sixty days after date for Value Received we jointly and severally promise to pay to the Order of the First National Bank of Circleville in the City of Circleville Ohio Twenty Five Hundred Dollars, and we hereby authorize any Attorney at Law, to appear for us or either of us at any time after the above Sum becomes due in any Court of Record in the State of Ohio, or before any Circuit or District Court of the United States or before any Justice of the Peace and confess Judgment in favor of the holder hereof for the Amount due thereon, and interest and Costs of Suit and to release all Errors and waive all right of Appeal. Witness Our hands and Seals the day and year above written. Internal Revenue Stamp $1.50 cancelled First National Bank Circleville Ohio 1868

Oscar Ormsbee (Seal)
J Hoffman (Seal)
J. O. Smith (Seal)

Endorsed on the Back "April 28th 1868 By Cash $ 1.200cts"

The Sum of $ 1300 cts is due from the Defendant to the Plaintiff on said Note the Sum of Thirteen Hundred dollars with Six per Cent interest from the 4th day of May 1868 and for which the Plaintiff asks Judgment

H. F. Hurst Plaintiffs Attorney

The State of Ohio Union County ss H. F. Hurst being duly Sworn Says that he is the Attorney of the Plaintiff duly Authorized in the premises, That the above Pleading of the First National Bank of Circleville is Founded upon a Certain Instrument for the Payment of Money Only, and is now in the Possession of this Affiant and that the facts Statements and allegations in the foregoing Petition are of affiants belief true H. F. Hurst

Subscribed and Sworn to before me this 5th day of May 1868 Taber Randall Clerk

And thereupon the following Answer of John L. Porter One of the Attorneys of this Court was filed with the Clerk of said Court which reads as follows to wit

The First National Bank of Circleville Plaintiff
vs
Oscar Ormsbee

The State of Ohio Union County ss
Court of Common Pleas
Answer

Comes now John L. Porter One of the Attys of this Court & by Virtue of the warrant of Attorney hereto to him filed, he waives the issuing and Service of Process against the said Oscar Ormsbee & Enters his Appearance herein, and Answers the Petition of the said Plaintiff against him & for his Answer thereto he says that he cannot deny but that the said Oscar Ormsbee doth owe the said Plaintiff the said Sum of $ 1300cts and interest from 4th day of May 1868 as the said Plaintiff doth in his petition allege, against him, And he confesses judgment against said Oscar Ormsbee & in favor of said Plaintiff for said Sum of $ 1300cts & interest amounting to the Sum of $ 0.22/100 & in all the Sum of $ 1300 22/100 & Costs of Suit, & by Virtue of the same warrant of Atty he waives all Errors & writs of Error & all right & benefit of Appeal John L. Porter Attys for Defts

Done in Open Court at Marysville Union County Ohio this 5th day of May 1868

30 Cents Int Revenue Stamp Cancelled

Entry

The following
The First Na
of Circleville
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And also
same with
Oscar Orms

Petition

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Entry

The following Entry was thereupon made upon the Journal of said Court which reads as follows

The First National Bank of Circleville Plaintiff } Judgment by Confession $1300 22/100

Against

Oscar Ormsbee Defendant } And now comes the said First National Bank of Circleville by W. F. Hunt its Attorney and files its petition against the said Oscar Ormsbee and thereupon Wm. Le Porte One of the Attorneys of this Court appeared in Open Court in behalf of the said Oscar Ormsbee and by Virtue of a Warrant of Attorney in that Behalf Executed and now produced to the Court and duly proved and filed the Issuing and Service of Process and Confessed that the said Oscar Ormsbee does owe to the said Plaintiff the said Sum of $1300, as the said Plaintiff in its petition has set forth, together with the Sum of 22 cents in Cent Thereon, It is therefore Considered that the said First National Bank of Circleville do recover of the said Oscar Ormsbee the said Sum of $1300 22/100 So Confessed to be due And also its Costs in this behalf Expended taxed to $ And by Virtue of the same Warrant of Attorney all Error is released and all right of Appeal by the said Oscar Ormsbee

Attest Moses Kimball Clerk

X

George B Hamilton Et Als } Pleas before the Hon. Monthin Presiding Judge at a
vs. } Court of Common Pleas began and held at the Court House
P. Manchester Et Als } in Marysville on this and for the County of Union in the
State of Ohio on the 5th day of May A.D. 1868.

Petition

Be it remembered that on the 4th day of May A.D. 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

In the Court of Common Pleas of Union County Ohio

George B Hamilton B. F. Talmadge, R. S. Trimble, D. Lynch, P. E. Cahill, Henry Smith, H. C. Hamilton, H. Seelle, B. S. Fisher, Edward Norris, and G. D. Wright Partners in business under the firm name & and Style of the Bank of Richwood Plaintiffs

vs.

P. Manchester S. M. Vincent N. H. Ha Teus Defendants

Petition

The Plaintiffs now come and say that they are a Partnership doing business under the laws of Ohio in this said State under the firm name and Style of the Bank of Richwood" That on the 11th day of December 1867, the Defendants made and delivered to the Plaintiffs under the firm name of Bank of Richwood their promissory Note of which the following is a Copy "$ 333 75/100 Sixty days after date for Value received we jointly & severally promise to pay "Bank of Richwood" Or Order at their office Richwood O, Five Hundred Thirty two & 75/100 Dollars with interest at the rate of One per Cent per Month On all unpaid principal & interest after due until Paid, Said interest to be Computed Monthly, and we or Either of us do hereby Authorize and Empower any Attorney of any Court of Record in the State of Ohio or Elsewhere to waive the issuing and Service of Process and appearance for us or Either of us in any of said Courts at any time after the above Note becomes due And confess a Judgment thereon against us or Either of us in favor of the Payee or Endorsee Hereof for the Sum due on said Note with all interest and Costs of Suit, Said Judgment to draw the rate of interest Specified in Note after Expiration until Paid, We do also hereby waive all right of appeal, the Stay of Execution, the Power and privilege to have Exempt from Execution any Personal or Real property belonging to us or Either of us

30 Cents Int. Revenue Stamp Cancelled

And release all Errors that may occur in the rendition of said judgment, and all right to sue out any writ of Error, And Our said Attorney is hereby authorized to Enter such release in said judgment, Witness Our hands & Seals at Newton O. this 17th day of December 1867

Signed P. Manchester, S. M. Hewitt & W. H. H. Titus

That said promissory note is an instrument for the Payment of Money Only and that no payments have been made thereon, That is due from the Defendants to the Plaintiffs on said promissory Note, the Sum of Five Hundred Thirty Two & 75/100 Dollars which they claim with interest from the 9th day of February A. D. 1868, The Plaintiffs therefore ask judgment against said Defendants on said promissory Note for said Sum of Five Hundred Thirty two & 75/100 dollars with interest from Feby. 9th 1868

M. L. Lawrence Atty. for Plaintiffs

The State of Ohio Union County ss. M. L. Lawrence being duly Sworn Says that he is the Atty. for the Plaintiffs duly Authorized in the premises that the above pleading is founded upon a written instrument for the Payment of Money Only, which is now in his possession for Collection as such Atty. And that the facts Stated & allegations Contained in the foregoing petition are true as he verily believes,

M. L. Lawrence

Sworn to by M. L. Lawrence before me & Signed by him in my presence this 4th day of May 1868

Jabez Randall Clerk

And On Said 4th day of May 1868 the following Answer of Leonidas Piper an Attorney of this Court was filed in the Clerk of the Court of Common Pleas of Said County of Union which pages in the words and figures following to-wit

George B. Hamilton, B. B. Talmadge, J. B. Trimble, C. P. Snow, D. Cable, Henry Linden, H. C. Hamilton, M. Sidle, B. Fisher, Edward Ennis & A. D. Knight Partners in business under the firm name & Style of the Bank of Richwood Plaintiffs

vs.

P. Manchester, S. M. Hewitt and W. H. H. Titus Defendants

P. Manchester, S. M. Hewitt and W. H. H. Titus now come by their Attorney Leonidas Piper, One of the Attorneys of this Court, who by Virtue of a warrant of Attorney for that purpose Executed by the said Defendants, and now produced in Open Court and duly proved waive the issuing & Service of Process in this action, and acknowledges that the Defendants are indebted to the Plaintiffs as the Plaintiffs have in their Petition Alleged, and that there is due from the Defendants to the Plaintiffs on said Note the Sum of Five Hundred Thirty Two & 75/100 dollars with interest from the 9th day of February 1868, And by Virtue of the same warrant of Attorney, he hereby releases all Errors & writs of Error, and waives all right of Appeal on behalf of the said Defendants

May 4th 1868, P. Manchester, S. M. Hewitt W. H. H. Titus By Leonidas Piper their Attorney

And afterward to wit On the 5th day of May 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

Entry

George B. Hamilton & Others Plaintiffs

vs.

P. Manchester S. M. Hewitt & W. H. H. Titus Defendants

P. Manchester S. M. Hewitt and W. H. H. Titus, And Leonidas Piper One of the Attorneys of this Court appeared in Open Court in behalf of said defendants, and by Virtue of a warrant of Attorney for that purpose Executed by the said defendants and now produced in Open Court & duly sworn filed his Answer for said defendants and waived the issuing and Service of process. And acknowledged that the said P. Manchester S. M. Hewitt & W. H. H. Titus were indebted to said Plaintiffs as they had alleged in their Petition, And confessed that there was

This day this cause came on to be heard on the Petition of the Plaintiffs filed by their Attorney M. L. Lawrence against the Defendants and thereupon Leonidas Piper One of the Attorneys

Ann to the Plaintiff from the said Defendants the Sum of Five Hundred and Ninety Two & 75/100 Dollars with interest from February 9th 1868, making in the Gross Sum of Five Hundred and Forty & 38/100 Dollars ($540,38,) Therefore it is Considered, Ordered and Adjudged by the Court that the said Geo B. Hamilton and Others Plaintiffs recover of the said P. McAnchutz & M. Abbott & Wife & Others Defendants the said Sum of Five Hundred and Forty & 38/100 Dollars Their Debt so Confessed as aforesaid, And also their Costs in this behalf Expended taxed &c

And by Virtue of the Same Warrant of Attorney all Errors & Release and all right and benefit of Appeal waived by the said Defendants

Attest Taber Randall Clerk

John Gibson } Pleas before the Hon. D. Conklin Presiding Judge of the Court of Common Pleas
vs. } begun and held at the Court House in Marysville within and for the
Philip Hawn } County of Union in the State of Ohio on the 27th day of May A.D. 1868
Heretofore to wit on the 7th day of March 1868 the following petition was filed with the Clerk of said Court which reads as follows to wit

Petition

John Gibson Plaintiff
vs. } Court of Common Pleas Union County Ohio
Philip Hawn Defendant } Petition — The said Plaintiff says that he is due him from the Defendant aforesaid on an account as follows

"Philip Hawn To John Gibson Dr. Dec. 4th 1867 To pasture of 22 head of Cattle for three months from the 4th of Sept. 1867 $ 99.00" the Sum of Ninety Nine Dollars which Sum of Money is unpaid & now due Plaintiff from defendant on said account, Second

The Plaintiff further says that there is due him from said defendant on the 2nd promissory note a copy of which is hereto attached the Sum of Forty Dollars with interest from March 1868

Wherefore Plaintiff asks Judgment against said Defendant for said Sum of Money amounting to One Hundred and Thirty Nine Dollars with interest from the 1st of March 1868 on Forty dollars

D. K. Robinson John R. Coats Attys for Plaintiff

The State of Ohio, Union County ss. John Gibson Plaintiff being Sworn duly Sworn deposes
Says the allegations of the foregoing petition are true
John Gibson
Sworn to before me & Signed in my presence this 7th of March 1868 Taber Randall Clerk

One Sa. Issue Summons and Endorsement Suit on Note & account for $139, and interest on $40, from March 1, 1868

D. K. Robinson & J. R. Coats Attys for Plaintiff

Afterward to wit on the 9th day of May 1868 the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit

Summons The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify Philip Hawn that he has been sued by John Gibson in the Court of Common Pleas of Union County and that unless he answer by the 11th day of April A.D. 1868 the petition of the said Plaintiff against him filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly You will make due return of this Summons on the 9th day of March A.D. 1868 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 9th day of March A.D. 1868 Taber Randall Clerk U.C.P.

L.S.

Return Endorsed by the Sheriff "Rec'd this writ 9th March, 1868, Served March 17 1868 by delivering to the defendant a certified Copy of this writ Fees $ 1.27 D.B. Whelpley Sheriff

And afterward to wit on the 27th day of May A.D. 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following to wit

John Gibson
vs
Phillip Harson

Entry

This day came the Plaintiff and Thereupon the Cause came on to be heard upon the petition of the Plaintiff the Defendant being in default for want of Answer or demurrer to the said petition of the Plaintiff

Thereupon this Cause is submitted to the Court, and the Court being fully advised in the premises doth find by Consent of the Plaintiff and Defendant that there is due to the Plaintiff from the defendant the Sixty dollars in manner and form as the said Plaintiff in his petition has alleged

It is therefore considered Ordered & adjudged by the Court that the said Plaintiff recover of the said Defendant the said Sum of Sixty dollars, and by like Consent of the said parties it is also considered Ordered and adjudged that the said Plaintiff recover of the defendant his Costs in this behalf Expended taxed to Dollars and Cents

Attest Jabez Randall Clerk

A. H. Woods & Ohers
vs
Wm Felton & wife

Pleas before the Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 26th day of May A.D. 1868

Journal to wit On the 4th day of April 1868 the following Petition was filed in the Clerks office of said Court which reads in the words and figures following, to wit

Petition

W. H. Woods, J. H. Robinson Adm.
with will annexed of C. S. Hamilton Dec'd, Plaintiffs
vs
Wm Felton & Julia Felton Defts

Court of Common Pleas
Union County Ohio
Petition

The said Plaintiffs say that J. H. Robinson is the Administrator of the Estate of C. S. Hamilton dec'd, with the will annexed duly appointed & Qualified & Qualified on the 7th of May May 1868 by the Probate Court of Union County Ohio That on the 16th of Oct. 1866 the Defendant Wm Felton then unmarried but now intermarried with the Julia Felton defendant made his three promissory Notes of that date payable to said W. Woods and C. S. Hamilton & as follows to wit One Note for ten Hundred and Sixty two & 50/100 dollars due One Year after said date Thereof with interest from its date Payable annually One Note for Five Hundred and Forty One & 25/100 Dollars due two years after its date also said with interest from its date Payable annually, the third Note for Five Hundred & Forty One & 25/100 dollars, due three years after its date payable annually, That said three Notes were Executed as aforesaid and delivered for the Purchase money for the real Estate herein after described & sold and Conveyed by said Woods & said Hamilton to said Wm Felton at that time and for the Security of the Payment of said three promissory Notes the said Wm Felton then and at said County of Union Executed and delivered to said Woods & said Hamilton his Mortgage deed Conveying said land to them in fee Simple but subject however to the right to redeem the same by paying said three several Notes and the interest thereon as they should respectively become due thereon, That said Five Hundred & Sixty two & 50/100 dollars became due Oct 16th 1867, which period hath Elapsed and the interest on said two Other Notes also became due at the same time, That the defendant Wm Felton paid on said Sums so due the Sum of Five Hundred dollars on the 11th day of October 1867, but he hath not nor hath any one for him paid any other or further Sum thereon, That by agreement of said Wm Felton made with C. S. Hamilton for said Plaintiffs the said Felton was to pay the one half of the taxes due on said land for the year 1866 amounting to six dollars and forty six cents, but the same was by compromise

Petition

Return

Entry

Journal

Sworn to

Amt $691,2

Thereupon

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Woods

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Journal of

A. H. Woo

vs

Wm Felton

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and was not included in said Note and is a lien on said land in favor of the Plaintiff. That in the the Plaintiff in the Manner and form before specified on said Note Secured by said Mortgage the Sum of Six Hundred and Ninety One & 20/100 Dollars & On said Tax claim the said Sum of Six & 44/100 Dollars with interest on said Sum of Money from the 16th of October 1867, said land is described as follows, Situate in the County of Union aforesaid in Survey No. 3728 Beginning at a Stone at a Stone at the intersection of the Bellefontaine and Bluelocks, thence N 6¼ W 122 Poles following the Centre of said Blue Lock to a Stone, thence N 85½ E 92 Poles to a State Corner to Cyrus & Felton land thence with his line S. 8¼ E. 170 Poles to a Stone in the Centre of the Bellefontaine road Corner to said Felton land thence with said road N. 123¼ W. 117 Poles Containing Eighty Five & 3/10 acres more or less, Therefore the Plaintiff asks that on account of the said sums due them from said Wm & Felton he have and recover and decree and that in Order of Sale be made for the sale of said premises clear of any contingent down right of the said Julia Felton wife of said Wm Felton

Robinson & Robinson Attys for Plaintiff

The State of Ohio, Union County ss. W. W. Woods one of the Plaintiffs being duly Sworn deposes & Says the Several Allegations of the foregoing petition are true as he verily believe

W. W. Woods

Sworn to before me and Signed in my presence this 4th of April 1868

Tabor Randall Clerk

Precipe — Issue Summons to Franklin Co. & Endorse Suit to foreclose Mortgage on land, Amt due $691,20 with int from the 16th of Oct. 1868 & for $6.46 fee. as Clerk Robinson & Robinson

Thereupon the following writ of Summons was issued by the Clerk of said Court which with the Return of the Sheriff Endorsed thereon reads as follows to wit:—

Summons — The State of Ohio, Union County ss. To the Sheriff of Franklin County, You are commanded to notify William F. Felton and Julia Felton his wife that they have been sued by W. W. Woods & D. M. Robinson & Elmo with the will annexed of C. S. Hamilton deceased in the Court of Common Pleas of Union County and that unless they answer by the 2d day of May A.D. 1868 the petition of the Plaintiffs against them filed in the Clerks office of said Court Such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons On the 15th day of April A.D. 1868 Witness Tabor Randall Clerk of said Court and the Seal thereof at Marysville this 4th day of April 1868

L.S. — Tabor Randall Clerk

Return — Sheriffs return April 10th Served the within writ of Summons Upon the within named personally by Copy George K. Earhart Sheriff By S. A. Bird Deputy, Fees $2,00

Entry — And afterwards to wit On the 26th day of May A.D. 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

W. W. Woods & als vs Wm F. Felton & wife — This day came the Plaintiffs but the Defendants Came not but made default And thereupon the Plaintiffs submitted this Cause to the Court and Upon the Court being fully advised in the premises do find that the Plaintiffs from the defendant Wm Felton On the Note Sued on & on the Tax mentioned in said petition and One year interest on the Note not due after deducting Six Hundred dollars Paid Since the Commencement of this Action, The Sum of One Hundred and Twenty One & 85/100 Dollars remaining yet due on said Note Secured by Mortgage It is therefore Considered Ordered and adjudged by the Court that the said Plaintiffs recover of the said Defendants said Sum of One Hundred and Twenty One & 85/100 dollars & their costs herein Expended taxed at $

And it is further Ordered that of Defendants said Felton Always to Pay said Sum of Money for the interest from the 16th day of May 186

then an Order of Sale issue commanding the Sheriff of this County who is appointed Special master for that purpose to advertain valuation and sell the premises described in Plaintiffs petition and as to the Note and then this Cause is Continued

Attest Faber Kendall Clerk

X

Frances E. Degood
against
Abey B Degood

Pleas before the Hon. J. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville in Union County for the County of Union in the State of Ohio on the 27th day of May 1868. Plaintiff to wit On the 3d day of April A D 1868 the following Petition was filed in the Clerk of said Court which reads as follows to wit

Petition

Frances E Degood Plaintiff
against
Abey B Degood Defendant

Court of Common Pleas
Union County Ohio

Petition.

The Plaintiff says 1st She has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of the said County of Union, 2d On or about the 10th day of April A D 1866 at Dover in the County of Union and State of Ohio She was married to the said Abey Degood and She has ever since conducted herself toward the said Abey B. Degood as a faithful and obedient wife, 3d That for the purpose of inducing the Plaintiff to consent to the said marriage the defendant falsely and fraudulently represented to the Plaintiff he was a sound man and capable of becoming the father of Children and a proper person to assume the duties of Husband & Father, 4th That the defendant was then and is this Plaintiff believes still is wholly physically and morally unqualified to Enter into the Marriage State & of performing the duties of a Husband by reason of the defendant having a disgraceful and Contagious disease known as Gonorhea That this disease so affects the Private parts of the said defendant and also so affects the whole Physical System of said defendant as to render him unfit and incapable of becoming the father of Children and incapable of performing the marital duties 5th That the said incapacity was known to the said defendant at the time of Contracting said marriage but was unknown to the Plaintiff, 6th That the defendant is Guilty of Gross Neglect of duty in — he after having married this Plaintiff as aforesaid, obtaining her Consent to said marriage by such fraudulent and false representations aforesaid, having had intercourse with this Plaintiff and given her the said Contagious and disgraceful disease aforesaid, he then after using many abusive and vile Epithets to and this Plaintiff left her and refused to Entertain or live with her, and that for one year and nine months last past he has wilfully absented himself from this Plaintiff and refused to support her, 7th This Plaintiff has not cohabited with this defendant Since the discovery of said disease, 8th The Plaintiff says that she may be divorced from the said Abey B. Degood and have such other and further relief as Equity may require. Sworn to & Subscribed in my presence A. Randall & Gilbert Attys

State of Ohio Union County ss. The Plaintiff Frances E. Degood being first duly sworn says that the allegations & facts set forth in her foregoing petition are true as she verily believes. Frances E. Degood. Sworn to & Subscribed in my presence this 3d day of April 1868 {Notarial Seal Union Co. O} A. A. Gilbert Attorney Public

Frances E. Degood Plaintiff } Court of Common Pleas
vs. } Union County
Albey B. Degood Defendant } Precipe - To Clerk Issue Summons in this
action returnable according to law. Price Kendall & Gilbert attys -

Precipe

By Authority of Defendant as his Attorney I waive further proof & having read in person the Original Summons on this 5th day of its date & by his Authority Enter his appearance D. K. Robenson Attorney for Albey B. Degood

Summons

Afterward to wit On the 27th day of May 1868 the following proof of Publication was filed on the Docket of said Court which reads in the words and figures following

Proof &c.

Divorce Notice Frances E. Degood Pltff vs Albey B. Degood Deft Union Com. Pleas. The Defendant is Notified that the Plaintiff has filed her petition against him in said Court for divorce, charging him with fraud in the marriage contract and gross neglect of duty. This action will be for hearing at the May term of said Court 1868. April 15, 1868. Price Kendall & Gilbert Attys for Plaintiff The State of Ohio Union County ss. I John C. Sharp do make Oath that the advertisement of which the annexed is a copy was published for six consecutive weeks beginning on the April 15th 1868 in the Marysville Tribune a newspaper of General Circulation in Ohio Union County Ohio and of which I am the Editor and Proprietor. J. C. Sharp. Sworn to and Subscribed before me this May 27th 1868. Tabor Kendall Clerk

And on said 27th day of May A D 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

Entry

Frances E. Degood } And now came the said Petitioner Frances E. Degood by Price
vs. } Kendall and Gilbert her attorneys and the Defendant Albey
Albey B. Degood } B. Degood by Robenson and Robenson his attorneys, and thereupon
This cause came on for hearing, upon the Petition of the Plaintiff and the testimony and was argued by Counsel, On Consideration whereof the Court do find that due notice of the filing and Pendency of this Petition was given to the said defendant according to law, by Publication and also by Personal Service by Summons in this action and duly served upon him, and the Court do further find that the allegations and Statements of said Petition are true and proved to be true as therein Stated by the testimony of witness, and that said defendant fraudulently contracted with the said Petitioner, and that said defendant was guilty of Gross Neglect of duty to said Petitioner. It is therefore adjudged and Decreed that the marriage relation Existing between the said parties be and the same is hereby dissolved and wholly annulled, and the said Parties wholly released from the Obligations of the same, and it is further Ordered that the said Complainant be restored to her maiden name of Frances E. Perkins and that She pay the Costs of this Said

Attest Tabor Kendall Clerk -

A

George L. Conover
vs.
Davis Rees & wife

Pleas before the Hon. I. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 23d day of June A D 1868. Continued to suit on the 11th day of April 1868

the following Petition was filed with the Clerk of said Court which reads as follows

Petition

George L. Conover Plaintiff
against
Davis Rees and Mary Rees Defendants

The State of Ohio Union County S.S.
Court of Common Pleas
Petition, The Plaintiff says on the 29th day of March 1866 the Defendant Davis Rees made and delivered to one John and William Towns his four several promissory Notes of that date and thereby for Value Received promised to Pay to the said John and William Towns or Order two years after date the Sum of Four Hundred Dollars together with interest thereon from date, and in three years after the date thereof the further Sum of Four Hundred Dollars together with interest thereon from the date thereof and in Four years from the date thereof the further Sum of Four Hundred dollars together with interest thereon from the date thereof and in Five years after the date thereof the further Sum of Two Hundred Twenty Five dollars together with interest thereon from the date thereof, a copy of said promissory Notes is hereto attached and Marked as respectively "A" "B" "C" and "D" and made a part of this petition 2d The Defendants David Rees and Mary Rees who is the wife of said David Rees on the said 29th day of March A D 1866 to secure the Payment of said several Notes and the interest Executed & delivered to the said John and William Towns their Mortgage Deed and thereby Conveyed to the said John and William Towns their Heirs and Assigns the following lands and tenements Situated in said County of Union to wit Part of Survey No. 6005 Beginning at a Stake in the Center of the Road thence S. 63 3/4 217 3/10 Poles to a Stake, thence N 54 6, 75 1/10 Poles to a Stake in the Center of the Road aforesaid thence N 63 3/4 17 3/10 Poles to a Stake, thence N 5 3/4 26 6 7/10 Poles to a Hickory White Oak and Elm thence N 63 1/2 West 222 1/2 Poles to a Stake in the Center of the Mawonoca thence with said Run as South 38 1/2 West 78 9/10 Poles to a Stake the Beginning Corner, Containing One Hundred Eleven acres & Twelve rods of land more or less, The Condition Containing in said mortgage was in Substance that if the said David Rees should pay the said Several promissory Notes when they respectively became due then said Mortgage was to become Void, otherwise to be and remain in full force and Value in law, 3d On the 16th day of April 1866 at One and a half O'clock P. M. the said Mortgage was delivered to the Recorder of said County to be by him Entered on the Record and was Recorded the Twenty Fifth day of the same month 4th On the 17th day of February A D 1867 the said John and William Towns for a Valuable Consideration transferred all of the said Notes and the said Mortgage to Plaintiff, 5 The said Mortgage deed has become absolute, There is now due & remaining unpaid upon said indebtedness the Sum of Four Hundred dollars with interest thereon from the said 29th day of March A D, 1866. 6th The Plaintiff asks that said Mortgage may be foreclosed, the said premises ordered to be Sold, and the proceeds applied to the Payment of said debt, and Execution awarded for the balance

Geo. L. Conover Plaintiff by atty

The State of Ohio Union County S.S. George L. Conover of lawful age being duly Sworn according to law, Says he is the Plaintiff in the above action and that he believes the Statements of fact and allegations in the foregoing Petition to be true

Geo. L. Conover

Sworn to before me by George L. Conover and Subscribed by him in my presence this 11th day of April A D, 1868

John Randall Clerk

Exhibit "C" $400. Columbus Ohio March 29 1866. Four years after date I promise to pay John & William Towns or Bearer the Sum of Four Hundred dollars with interest from date Value Received. "David Rees" Endorsed On back "John & William Towns"

Exhibit "C" date 3 prom Four Hundred Dollars Endorsed Exhibit "C" to pay 2 Johns from date, Exhibit "B" promise to pay interest from Clerk Union according to the closure Union Com with the Petition The State of Ohio to notify in the Court May A D Court Such Copy certified Petition, It is premises, Defendant Sum of Four the said County Fifty Dollars And it is ordered Plaintiff the said of said, And And tenements in of Survey No 6005 75 1/10 poles to a Hickory the Center of Sworn according being duly to which the

Sworn to Mortgage Stamps $2.00

Sworn to Stamps $2.00

Entry

Sound
by Mortgage
Stamped $2.00

Exhibit "C" $225.00 Columbus Ohio March 29th 1866. Five years after
date I promise to pay John & William Towns or bearer the Sum of Two Hundred and Twenty
Five Dollars with interest from date. Value Received "David Rees"
Endorsed on the back "John & William Towns"

Received
by Mortgage
Stamped $2.00
Secured by
mortgage
Stamped $2.00

Exhibit "A" $400. Columbus Ohio March 29 1866. Five years after date I promise
to pay to John & William Towns or bearer the Sum of Four Hundred dollars with interest
from date, Value received. "David Rees" Endorsed on the back "John & William Towns"
Exhibit "B" $400 Columbus Ohio March 29 1866. Five years after date I
promise to pay to John & William Towns or bearer the Sum of Four Hundred dollars with
interest from date Value received. "David Rees" Endorsed on the back "John & William Towns"

Clerk Union County Com Pleas Issue Summons to Sheriff of Union County O. returnable
according to law. Cmt. Claimed by Plaintiff $400 & interest from March 29 1866 and
for closure of Mortgage Respectfully Geo. & Converse Atty's for Plaintiff

Summons

Issued on the following Writ of Summons was issued by the Clerk of said County to-wit
with the return of the Sheriff of said County Endorsed thereon as follows to-wit
The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded
to notify David Rees and Mary Rees that they have been sued by George & Converse
in the Court of Common Pleas of Union County and that unless they answer by the 9th day of
May A D 1868 the Petition of the Plaintiff's against them filed in the Clerks office of said
Court Such Petition will be taken as true and Judgment rendered accordingly
You will Make due return of this Summons On the 20th day of April A D 1868
Witness Tabor Randall Clerk of said Court and the Seal thereof at Marysville this
17th day of April 1868 Tabor Randall Clerk

Entry

Sheriff's return Rec'd this writ April 13 1868, Served the same David Rees
to wit & Mary Rees to wit April 17th 1868 Fees $1.87 D B Whelpley Sheriff By Robt Hart Deputy
And afterwards to wit On the 23d day of June 1868 the following Entry was made upon the Journal of said
Court to wit Be it remembered as follows George & Converse Pltf's vs. David Rees & wife Defendants Pet. on note & mortgage
This Cause came On to be heard and the said David Rees & Mary Rees Still failing to Demur or Answer to the said
Petition, It is Considered that the said Plaintiff Ought to recover the amount due him by reason of the
premises, And the Court on the Consent of the said Plaintiff's find that there is due from the said Def-
endant David Rees to the said Plaintiff's On the said joint note in the Petition set forth the
Sum of Four Hundred and Fifty three 75/100 dollars ($453 75/100). It is therefore Considered by
the said Court that the said Plaintiff recover of the said defendant the said Sum of Four Hundred and
Fifty three 75/100 dollars & costs of suit as aforesaid and also his costs herein to be taxed dollars
And it is further Ordered and adjudged that in Case the said defendant fail further to pay to the said
Plaintiff the said Sum of Four Hundred and Fifty three 75/100 dollars & costs aforesaid found due on the notes
aforesaid, an Order issue to the Sheriff of Union County Ohio Commanding him to cause said lands and
tenements in said Petition described to wit, Situate in Union County Ohio & described as follows to wit, Part
of Survey No 3005, Beginning at a Stake in the Center of the road thence S. 63 3/4 W 21 7/10 poles to a Stake, thence N 54° W
20 3/10 poles to a Stake in the Center of the Cedar road, thence N 63 3/4 W 17 3/4 poles to a Stake, thence N 5 3/4 W 26. 7/10 poles
to a Hickory & White ash & Elm thence N 63 1/2 W 33 3/10 poles to a Stake in the Center of the Cedar road thence with
the Center of said road S 38 3/4 W 78 9/10 poles to a Stake the Beginning Corner Containing One Hundred and
Seven acres & twelve acres of land (more or less); to be appraised, advertised & Sold, according to law, and that
the proceeds be brought into Court & report had of proceedings in the premises at the next term of this Court
at which this Cause is Continued

Attest Tabor Randall Clerk.

X

D. Wells
vs
Pltf
Wm Wachtman & Lee Wentz late
Partners as Wachtman & Wentz Defendants

Be it remembered That Pleas before the Hon. D. Moulton Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union within and for the County of Union in the State of Ohio On the 5th day of May A. D. 1868 Came before to wit on the 4th day of April A. D. 1868 the following Petition was filed in the Clerks of said Court which said

D. Wells Plaintiff

Against

Court of Common Pleas

Union County Ohio

Petition

John Wachtman & Lee Wentz late Partners as Wachtman & Wentz Defendants } Petition — The Plaintiff says that on the 25th day of January 1868, the defendants made their certain promissory note in writing of that date and then and there delivered the same to Plaintiff and thereby promised to pay to the Order of Plaintiff One day after the date thereof the Sum of Five Hundred and Ninety two 34/100 dollars, which period has now taken, yet defendants have paid no part of said Sum of Money, and there is now due the Plaintiff from said defendants on said promissory note (a copy of which is hereto attached) the Sum of Five Hundred and Ninety two 34/100 dollars with interest from the 26th day of January 1868, for which Plaintiff asks Judgment. Porter and Sterling Attys for Plaintiff

The State of Ohio Union County — A. James Sterling being sworn says he is One of the Attorneys for the Plaintiff in this case, That the Plaintiff D. Wells is a non resident of Union County Ohio, and now absent therefrom, Affiant believes the facts Stated in the foregoing Petition to be true

A. James Sterling

Sworn to by A. James Sterling before me & Signed in my presence this 4th day of April 1868

Taber Randall Clerk

Pracipe

Clerk Issue Summons returnable &c, Amt Claimed $ 592 34/100 with interest from Jan 26th 1868, April 4th 1868

Porter & Sterling Attys for Plaintiff

Thereupon the following writ of Summons was issued by the Clerk of said Court which reads

The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to Notify John Wachtman & Lee Wentz late Partners as Wachtman and Wentz that they have been Sued by D. Wells in the Court of Common Pleas of Union County and that unless they Answer by the 2d day of May A.D. 1868 the Petition of the Plaintiff against them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly You will make due return of this Summons On the 13th day of April A.D. 1868

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 4th day of April 1868

Taber Randall Clerk

Return

The following is the Endorsement of the Sheriff thereon, Rec'd this writ April 4th 1868, Served John Wachtman & Lee Wentz by delivering to them a Certified Copy of this writ April 5 1868

Fees $ 1,37

D. B. Whelpley Sheriff By Robt. Sharp Deputy

And afterwards to wit On the 5th day of May A.D. 1868 the following Entry was made upon the Journal of said Court to wit, to wit

Entry

D. Wells Plaintiff

Against

John Wachtman & Lee Wentz late Partners as Wachtman & Wentz Defendants

Came now Comes the said D. Wells and the said Wachtman & Wentz having failed to Demur or Answer to the Petition of the said D. Wells it is Considered and Adjudged that the said D. Wells Ought to Recover the Sum of $ 541,17 It is therefore Considered that the said Plaintiff Recover of the said Defendants the said Sum of $ 541,17 and his Costs in said Suit taxed at $

Attest Taber Randall Clerk

X

D. M. Robinson } Pleas before the Hon. D. Conklin Presiding Judge at a Court of Common
vs } Pleas begun and holden at Marysville within and for the County of Union
O. Wells } in the State of Ohio On the 5th day of May A D 1868
Came before said Court On the 4th day of March A D 1868 the following Petition was filed
with the Clerk of said Court which reads in the words & figures following to - wit

Petition

D. M. Robinson }
vs } Court of Common Pleas Union County Ohio -
O. Wells Defendant } Petition - The said Plaintiff doth complain of the said
Defendant & say that said Defendant did Owe Plaintiff on his promissory note a
copy of which is here to attached the Sum of Five Hundred and Sixty nine & 31/100 dollars with
interest from Dec. 3d 1867 & the said Sum is now due Plaintiff from said defendant on said note
Wherefore Plaintiff asks judgment against said defendant for said Sum of Money to wit Five
Hundred & Sixty Nine & 31/100 dollars with interest thereon from Dec. 3d 1867 D. M. Robinson
D. M. Robinson being duly sworn do depose & say the foregoing allegations & the foregoing petition
contains are true D. M. Robinson, Sworn to before me & signed in my presence by D. M.
Robinson this 4th day of March 1868, Taber Kendall Clerk

Endorsed Filed March 4th 1868 D. M. Robinson

Endorsement

Thereupon the following writ of Summons was issued by the Clerk of said Court which reads

Summons

The State of Ohio Union County ss. To the Sheriff of Union County. You are Commanded to
Notify O. Wells that he has been sued by D. M. Robinson in the Court of Common Pleas of Union
County and that unless he answer by the 11th day of April A D 1868 the Petition of the said Plaintiff
against him filed in the Clerks Office of said Court Such Petition will be taken as true and
judgment rendered accordingly, You will Make due return of this Summons on the
23d day of March A D 1868 Witness Taber Kendall Clerk of said Court and the Seal thereof
at Marysville this 11th day of March A D 1868 Taber Kendall Clerk U.C.P.

Return

Endorsement by Sheriff, Rec'd this writ March 14th 1868 Served March 18th 1868 by delivering
to the defendant a certified copy of this writ Fees $1.83 P. B. Whitney Sheriff
And afterward to wit On the 5th day of May A D 1868 the following Entry was made upon the Journal
of said Court which reads as follows to wit

D. M. Robinson } This day came the Plaintiff but the Defendant came not but made default
vs } and thereupon this Cause came on to be Submitted to the Court on the Petty
O. Wells } demanding a Jury, and the Court being fully advised in the premises find
that there is due the said Plaintiff from the said Defendant the Sum of $573, as alleged in
his petition, It is therefore Considered Ordered and Adjudged by the Court that said Plaintiff
recover of the said defendant said Sum of Five Hundred and Ninety Nine Dollars
with his Costs herein Expended taxed to $

Attest Taber Kendall Clerk

X

Defr & Jenkins } Pleas before the Hon D. Conklin Presiding Judge at a Court of Common Pleas begun &
vs } holden at the Court House in Marysville within and for the County of Union in
A. L. Johnson & Others } the State of Ohio On the 5th day of May A D 1868, Came on to be heard on
the 3d day of April 1868 the following petition was filed with the Clerk of said Court which
reads Defr & Jenkins Plaintiff

Petition

Defr & Jenkins }
vs } Court of Common Pleas Union County Ohio
A. L. Johnson, Harrison Washburn } Petition The said Plaintiff says there is due to
D. E. Taylor Defendants } him as Assignee of said D. E. Taylor on the promissory

note given to said Taylor by said A. D. Johnson & Harrison Washburn (now owned by the Plaintiff) a copy of which with the Endorsement thereon is hereto attached from the said A. D. Johnson and Harrison Washburn as makers & from said D. E. Taylor as Guarantor the Sum of One Hundred dollars with interest from the 1st of February 1867, & thereupon the Plaintiff asks judgment against said A. D. Johnson & Harrison Washburn as principal debtors and said D. E. Taylor as Guarantor for the Sum of One Hundred Dollars with interest from the 1st of February 1867

Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County ss. Depf. Jenkins Plaintiff being duly Sworn depose and Say the allegations of the foregoing petition are true as believes D. Jenkins

Sworn to before me and Signed in my presence this 3d of April 1868 Taber Randall Clerk

Pracipe — Issue Summons & Endorse Suit On Note for $300, & interest from Feb 1 1867 against Johnson and Washburn & Makers & Taylor as Guarantor

Robinson & Robinson

Summons — Thereupon the following writ of Summons was issued by the Clerk of said Court which reads in the words and figures following to wit: The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to notify A. D. Johnson, Harrison Washburn & D. E. Taylor that they have been sued by Depf. Jenkins in the Court of Common Pleas of Union County and that unless they Answer by the 2d day of May A. D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court, Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 13th day of April A. D. 1868 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 3d day of April A. D. 1868 Taber Randall Clerk U. C. P.

Return — The following is the Endorsement of the Sheriff upon said writ of Summons to wit:
Rec'd this writ April 3d 1868, Served A. D. Johnson & Harrison Washburn by delivering to them a certified copy of this writ April 9th 1868 & D. E. Taylor in person by Copy April 9th 1868
Fees $2.67 — D. C. Shelley Sheriff By Robert Shaw Dep Ruty

Entry — At said Court On the 5th day of May A. D. 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit:

Depf. Jenkins
vs.
A. D. Johnson, Harrison Washburn D. E. Taylor

This day came the Plaintiff but the defendants made default and thereupon this cause was submitted to the Court, and thereupon the Court being fully advised in the premises do find the allegations of the said petition to be true and find there is due Plaintiff from said defendants the Sum of $300.00 It is therefore considered Ordered and Adjudged by the Court that said Plaintiff recover of said defendants said Sum of Three Hundred and twenty two & 00/100 dollars with Costs of this proceeding taxed to $ and that Execution be awarded against said Johnson & Washburn as principal debtors and said Taylor as Guarantor

Attest Taber Randall Clerk

X

Samantha A. Burnham vs. A. F. Wilkins Adm. &c & Others

Pleas before the Hon. J. S. Conklin Presiding Judge at a Court of Common Pleas begun and holden at the Court House in Marysville within and for the County of Union in the State of Ohio on the 5th day of May 1868, Term to wit On the 3d day of April 1868 the following petition was filed with the Clerk of said Court which reads as follows

Petition — Samantha A. Burnham Plaintiff
against
A. F. Wilkins Adm of Lebb Woods Estate
Joseph E. Wood & Michael Swoope Defts

Court of Common Pleas
Union County Ohio

Petition

The said Plaintiff says that Lebbeus Wood

in his life time & Joseph E Woods & Michael Woods Executors & delivered to her their promissory note for two Hundred and twenty five dollars but said note has been lost or mislaid since it became due & there is due thereon to her from said defendant two hundred and Eighty five & 45/100 dollars with interest from Sept 26th 1867, 2d The Plaintiff also says that the said parties Executors and delivered to her their other promissory note for two Hundred dollars which note is also lost or mislaid and there is due her thereon the Sum of Two Hundred & Fifty Four & 23/100 Dollars with interest from September 1867. That said A.F. Wilkins has been duly qualified as administrator of said Estate of Lebb Woods & said note was presented to him & allowed but said Estate has proved insolvent Except that it will pay a small per centage which when paid is to be Credited on said note, She asks Judgment against said defendants for the said Sums of Money due as aforesaid to wit Five Hundred and Forty nine & 68/100 dollars with interest from Sept 26th 1867, Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County S.S. Samantha C. Burnham Plaintiff being duly Sworn do depose & say the same all allegations of the foregoing petition are true as I believe Mrs S.C. Burnham, Sworn to before me & Signed in my presence this 3d day of April 1868

Taber Randall Clerk

One Jus — Issued On Note for $549.68 with interest from Sept 1867, Robinson & Robinson Attys for Plff

Thereupon the following writ of Summons was issued by the Clerk of said Court which with the Endorsement of the Sheriff reads as follows to-wit

The State of Ohio Union County S.S. To the Sheriff of Union County, You are Commanded to Notify A.F. Wilkins Adm of the Estate of Lebb Woods dec'd Joseph E Woods & Michael Woods that they have been Sued by Samantha C Burnham in the Court of Common Pleas of Union County And that unless they Answer by the 2d day of May A.D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such petition will be taken as true and judgment rendered accordingly, Now will make due return of this Summons on the 13th day of April A.D. 1868, Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 3d day of April A.D. 1868

Taber Randall Clerk U.C.P.

Return — Return of Sheriff, Rec'd this writ April 4th 1868, Served same by leaving with Each of the defendants a certified copy of this writ Fees $2.17 D.B. Shelpley Sheriff

Afterwards to wit On the 3d day of May A.D. 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

Samantha C. Burnham vs. A.F. Wilkins Adm &c. & Others

This day Came the Plaintiff but defendants Came not but made default & thereupon this Cause was submitted to the Court, Whereupon the Court being fully advised in the premises find that there is due Plaintiff from defendants on the facts mentioned in said petition the Sum of $558.87, and that A.F. Wilkins is administrator of the Estate of Lebb Wood dec'd who was the principal debtor and said Joseph E Wood and Michael Wood his Sureties, It is therefore considered Ordered and adjudged by the Court that said Plaintiff recover of said defendants said Sum of Five Hundred and Fifty Eight & 87/100 Dollars and her costs herein Expended taxed at $ and by agreement no Execution is to issue against the said Sureties until the dividend of Twenty Five per cent from the Estate of Lebb Wood dec'd is paid by said Adm'r

Attest Taber Randall Clerk

Wm Jenkins & Allen Burroughs
vs.
Lanson S Main

Pleas before the Hon R. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville for Said County of Union in the State of Ohio On the 25th day of May A. D 1868

Petition

Know ye that on the 1st day of February A.D. 1868 the following petition was filed with the Clerk of Said Court which reads as follows to wit

Court of Common Pleas
Union County Ohio

Allen Burroughs & Wm Jenkins Plaintiffs
vs.
Lanson S Main Defendant

Petition — The Plaintiffs Complain of the Defendant for this that On or about the 1st day of November 1866 the Said defendant Entered upon the premises of the Plaintiffs Known as the Mentioned and Described as follows to wit Commencing at a Stone at the South East corner of Lot No Seventy Eight (78) in Allen Township Union County Ohio thence North Two Degrees West Twenty Rods to a Stone thence East Eighty Rods to a Stone thence South Two Degrees East Twenty Rods to a Stone thence West Eighty Rods to the place of beginning Containing Ten Acres more or less and then and there unlawfully Cut and took away Shingle Cuts from an Oak tree already Cut down and bring the property of the Plaintiffs, and manufactured the Same into Shingles and Converted the Same to his own use to the damage of the Plaintiffs of Ten Dollars, Said real Estate being Situate in Allen Township Union County Ohio & which was Conveyed to Lanson S Main by Isaac Bodinot Jr and by Said S Main Conveyed to the Plaintiffs and On which the Plaintiffs reside, Therefore Plaintiffs ask judgment against the Defendant for Said Sum of Ten Dollars with interest from Nov 1st 1866, Robinson & Robinson Attys for Plaintiffs. The State of Ohio Union County ss Wm Jenkins One of the Plaintiffs being duly Sworn to Say the Several allegations of the foregoing petition are true as believe

William Jenkins

Sworn to before me and Signed in my presence this 1 of February 1868

Jabez Wandall Clerk

Entry

Afterwards to wit On the 23d day of March 1868 the following Answer of Lanson S Main was filed in the Clerk of Said Court which reads as follows

Court of Commmn Pleas
Union County Ohio

Allen Burroughs & Wm Jenkins Plaintiffs
vs.
Lanson S Main Defendant

Answer — The defendant for Answer to the Petition of Plaintiffs denies that he unlawfully and without the knowledge or Consent of Plaintiffs entered upon the premises of Plaintiffs and Cut and carried away the Shingle Cuts from an Oak tree as Set forth in Plaintiffs petition, But On the Contrary defendant Says that in the Spring of 1866, he Sold and Conveyed Said premises to Plaintiffs, and defendant avers that at the time of Said Sale and as a part of the Contract of Said Sale, Said Oak tree from which Said Shingle Cuts were taken was reserved by defendant from the Sale of the land & So Understood by the Plaintiffs, and Said Oak tree never was Sold or belonged to Plaintiffs, That the Defendant Claims the property in the same as aforesaid, and the same belonged to defendant at the time it was removed, and defendant had the right to so remove Said tree, The Plaintiffs have Sustained no damage in the premises

Foster & Sterling Attys for Defendant

The State of Ohio Union County, ss Lanson S Main defendant being Sworn Say that he believes the facts Stated in the foregoing answer to be true

Lanson S Main

Sworn to by Lanson S Main before me and Signed by him in my presence March 23d 1868

Jabez Wandall Clerk

Answer

And On the 25th day of May 1868 the following reply was filed with the Clerk of Said Court which reads Wm Jenkins &c

Court of Common Pleas
Union County Ohio

Allen Burroughs
vs.
Lanson S Main

Reply — The Plaintiffs for Reply to the Several matters

in Defendants answer so far as it avers a reservation of said timber & ownership thereof by defendant is untrue & such averments are denied Robinson & Robinson Attys for Plaintiffs

The State of Ohio Union County ss. D. F. Jenkins One of the Plaintiffs being duly sworn deposes & says the averments of the foregoing Reply are true as he believes William Jenkins

Sworn to before me and Signed in my presence May 25th 1868 Jabez Randall Clerk

And thereupon to wit On said 25th day of May 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

Entry

William Burroughs & } This day came the Parties by their Attorneys and thereupon came a
William Jenkins } Jury to wit D. F. Pennington Ingalsbee Robert Graham Wm. M.
vs. } Robinson, Samuel McCampbell, Luther Wings, J. F. Snider & Hamilton
Lawson Slain } George Snodgrass, Philip Snider, John R. Thompson, Adam Shumway
and T. M. Wings. Talesmen who being Empannelled and Sworn the truth to speak upon the
issue joined between the Parties upon their Oaths do say that said Defendant Lawson
Slain is Not Guilty in manner and form as the Plaintiffs have complained against
them, Thereupon it is Considered and adjudged that the said defendant go hence
without day and recover of said Plaintiffs his Costs herein Expended taxed at
Dollars

Attest Jabez Randall Clerk

Robinson & Robinson } Pleas before the Hon. S. Hamlin Presiding Judge at a Court of Common
vs. } Pleas begun & held at the Court House in Marysville within and
Wm. Kitchinger & Chas } for the County of Union in the State of Ohio on the 4th day of May 1868
Kerlox to wit On the 9th day of March 1868 the following petition was filed with the Clerk

Petition

of said Court which reads in the words & figures following to wit

D. F. Robinson & A. B. Robinson
Partners Robinson & Robinson Plaintiffs
vs.
Wm. Kitchinger & Abraham Kitchinger Defts

Court of Common Pleas
Union County Ohio
Petition — The said Plaintiffs say they are partners under the Style & name of Robinson & Robinson & there is due them on the Note (a copy of which is hereto attached) from said Wm. Kitchinger the Sum of Two Hundred Dollars with ten per cent interest from Dec. 15th 1866, Secondly The said Plaintiffs say there is also due them from the Defendant Wm. Kitchinger on his certain Warranty of the Note of George H. Stewart (a copy of which Note & Warranty is hereto attached) the Sum of Twenty Five dollars with interest from the 1st of Dec, 1867, Third Cause of Action — The said Plaintiffs further say that said Wm. Kitchinger on the — day of — 1866 Executed & delivered to the Plaintiffs his Mortgage deed conveying to them the following Real Estate in said County, described as follows in Survey No. 3694 and being the 16¼ acres of the White farm which lies west of the land Wm. Kitchinger conveyed to Zacharia F. Knight by deed dated Aug. 15th 1866, And being the part conveyed by the Assignee of Wm. Kitchinger & lying between said Knights land and said Whites land, with a condition of defeazance in case of the Payment of said Two Hundred dollar note, No part of said Note hath been paid and the said Sum of Two Hundred dollars with interest is due & unpaid The said Abraham Kitchinger makes some claim to said Real Estate, but he in fact has no just claim thereon, Therefore Plaintiffs ask judgment for said Sums of two Hundred dollars with ten per cent int from Dec, 15th 1866 at ten per cent & for twenty five dollars with interest from March 9th 1867 and for an Order of Sale of said premises

Robinson & Robinson

The State of Ohio Union County ss. D. F. Robinson One of the Plaintiffs being duly sworn doth depose & say the several allegations of the foregoing petition are true as he believes

D. F. Robinson

Sworn to before me & Signed in my presence this 9th of March 1868 Jabez Randall Clerk

Precipe

Issue Summons & Endorse "Petition on Notes and Mortgage Amount claimed $225.00 with interest On $25 from March 9th 1867 & On $200, at ten per cent from Dec. 15th 1866 D & R

Summons

Thereupon the following Alias Summons was issued by the Clerk of said Court which reads The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to notify William Stitelinger and Abraham Stitelinger that they have been Sued by D.H. Robinson and C.B. Robinson Partners Under the firm name of Robinson & Robinson, in the Court of Common Pleas of Union County and that Unless they Answer or by the 11th day of April A.D. 1868 the Petition of the said Plaintiff against them Filed in the Clerks Office of said Court Such petition will be taken as true and judgment rendered accordingly You will Make due Return of this Summons On the 25 day of March A.D. 1868, Witness Taber Randall Clerk of said Court and the Seal Thereof at Marysville this 9th day of March A.D. 1868, Taber Randall Clerk By &c.

Return of Sheriff

Rec'd, this writ 10th March 1868, Served Abraham Stitelinger by delivering to him a certified copy of this writ March 13 1868, Wm Stitelinger Not found in my County Fees $1.87

J. B. Whelpley Sheriff

Precipe

And On the 10th day of April 1868 the following Answer of Wm Stitelinger was filed with the Clerk of the Court of Common Pleas of Union County Ohio which reads in the words following to wit

Answer

Robinson & Robinson Plaintiff } In the Court of Common Pleas Union County Ohio

vs. } Petition to Foreclose Mortgage &c. D. William Stitelinger

A. Stitelinger } defendant In the foregoing Cause Comes Now by Waiver Notice on record and Enters my appearance to said Action and Confesses Judgment for the Amt claimed Witness my hand and Seal this day of A.D. 1868 A. Stitelinger Seal

And afterwards to wit On the 4th day of May A.D. 1868 the following Entry was made upon the Journal of said Court which reads in the words & figures following to wit

Entry

Robinson & Robinson } This day came the Parties and Submitted this Cause to the Court and Thereupon the Court being fully advised in the premises

vs. } Do find for the Plaintiffs, and that there is due them from Wm

William Stitelinger et al } Stitelinger as in their petition alleged the Sum of Two Hundred and Fifty Five Dollars, which is a Mortgage lien On the land in said petition described. It is therefore considered Ordered and adjudged by the Court that the said Plaintiffs Recover of said defendant A. Stitelinger said Sum of Two Hundred and Fifty five Dollars and their costs herein Expended taxed to $, and it is further Ordered that if said defendant fail for ten days to Pay said judgment then an Order of Sale issue Commanding the Sheriff to Sell said lands according to law to said Satisfy said judgment

Attest Taber Randall Clerk

Samantha C. Brooks } Pleas before the Hon. D. Conklin Presiding Judge at a Court of

vs. } Common Pleas begun and holden at the Court House in Marysville

David H. Brooks } within and for the County of Union in the State of Ohio on the 25 of June 1868 Marysville to wit On the 20th day of February A.D. 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

Samantha Ann Brooks } Court of Common Pleas

vs. } Union County Ohio

David H. Brooks Defendant } Petition for Divorce The said Samantha Ann Brooks says She is now a bona fide resident of the said County of Union and has been a bona fide resident of the State of Ohio for more than One year last Past, That her maiden name was Samantha Ann Cotton, That on the 4th of July 1854 She was lawfully intermarried with said David H. Brooks in the County of Madison Ohio.

That She has Ever Since That time Conducted herself in all respects in a proper manner towards her said Husband and now Retains a good Character, That on the 15th of March A 1866 the said Defendant unlawfully And wrongfully absented Himself from said Plaintiff And hath Ever Since that time Continued to Unlawfully And wilfully absent himself from the Plaintiff And hath Among a part of that time lived with One Kate a woman unknown to Plaintiff And hath Committed Adultery with Her, The said Defendant is said to be now living at Indianapolis Indiana And if he is not there the Plaintiff doth not know his residence, Plaintiff Says there were Born of said Marriage Florence A Brooks Aged 10 years, Charles F Brooks Aged 7 years both with Defendant And John S Brooks Aged three years with Plaintiff Plaintiff Asks Divorce And reasonable Alimony And the Custody of the said John S. Brooks

Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County S.S. Samantha A Brooks being duly Sworn as deposes & Says the Several allegations of the foregoing petition are true as I believe

Samantha Ann Brooks

Sworn to before me & Signed in my presence the 20th of February 1868 Taber Randall Clerk

Issue Summons & Copy of petition & Sends to Defendant at Indianapolis Indiana including Copy of printed Notice, P & R.

And afterwards to wit On the 23d day of June A D, 1868 the following Notice & Proof of Publication was filed with the Clerk of said Court which reads as follows, Viz Notice Samantha A Brooks Pl. vs David H Brooks Court of Common Pleas Union County Ohio Def. The Defendant is Notified That the Plaintiff hath filed her petition against him in said Court for divorce, Charging him with wilful absence for more than three years, & hearing at the May term of Court 1868 February 26th 1868. Robinson & Robinson Plaintiffs Attorneys

The State of Ohio Union County S.S. I John H Shearer do make Oath That the advertisement of which the annexed is a copy was published for six Consecutive weeks immediately following Feby 26th 1868 in the Marysville Tribune a News Paper of General Circulation within Union County Ohio And of which I am the Foreman John H Shearer

Sworn to And Subscribed before me this 23d day of June A D 1868 Taber Randall Clerk

And thereupon to wit on said 23d day of June A D 1868 the following Entry was made upon the Journal of said Court which reads in the words following to wit

Entry Samantha Ann Brooks } Divorce,
vs } Notice of the filing and Pendency of this petition and Proof of due
David H Brooks } Service of Notice on the Defendant having been made as required by law and this Cause was Submitted to the Court upon the petition and Evidence whereupon the Court defined the allegations of the petition to be true, and thereupon it is Considered and Decreed and adjudged by the Court that the marriage Contract of the Plaintiff & Defendant be and the same is hereby dissolved & annulled and that the Custody of the Children named in the said petition be given to the Plaintiff And that the Plaintiff recover of the Defendant One Thousand Dollars Alimony and the Costs of this proceeding taxed to $ within ten days & in default thereof that Execution issue as upon judgments at law.

Attest Taber Randall Clerk.

John W. Tibbatts
vs.
Davis Watson

Here before the Court on the 27th day of January A.D. 1868 the following petition was filed in the Clerk of said Court which reads as follows to wit

Petition

John W. Tibbatts Plaintiff
against
Davis Watson Defendant

Court of Common Pleas
Union County Ohio
Petition

Plea before his Honor D. Conklin Presiding Judge at a Court of Common Pleas begun and Held at the Court House at Marysville within and for the County of Union in the State of Ohio On the 5th day of May 1868

The Plaintiff says that on the first day of May 1866 the defendant Davis Watson made and delivered to Plaintiff his two several promissory Notes of that date, and for the unconditional payment of Money Only, and thereby promised to pay to Plaintiff or Order the Sum of Ten Thousand Dollars On the first day of March 1867 also a second note of the same date May first 1866 and on the first day of March 1868, and offering for ten thousand Dollars which for Value received he promised to pay - The defendant Davis Watson on the first day of May 1866, to secure the payment of said Note, Executed and delivered to Plaintiff his Mortgage deed, and thereby Conveyed to the Plaintiff his heirs and assigns the following land and tenements, Situate in said County of Union and State of Ohio being part of Military Survey No. 5726 and patented to Thomas Taylor deed, and bounded and described as follows to wit Beginning at a Stake On of the Original Corners of said Survey & Corner to James Galloways Survey No. 5708 at which a Stone with pieces of Brick under it is planted, thence S. 41¼ W 52 poles to a Stone with pieces of Brick under it, thence S 74¾ W 44 poles crossing Beaches Creek at 29⅓ poles to a Stone with pieces of Brick under it thence S 31½ W 249 poles to a Stone with pieces of Brick under it Thence S 37¾ E 36 poles crossing the Creek at 34 poles to a Stone with pieces of Brick under it, Thence S 3¾ W 39 poles to a Stone with pieces of Brick under it in One of the Original lines of said Survey No. 5726, thence with said line N 44 W 29 poles to a Stake One of the Original Corners of said Survey, thence with another of its lines S 46 W 42 poles to three Bur Oaks on one of the Original Corners of said Survey thence with another - N 44 W 125 poles to a White Oak (down) One of the Original Corners of said Survey, Thence with another of its lines N 7¼ E 512 poles to a Stone planted at One of the Original Corners of said Survey, Thence with another of the Original lines of said Survey S 64 E 269 poles to three Bur Oaks two down another of the Original Corners of said Survey, thence with another of its Original lines S 9 W 115 poles to a Stake One of the Patent Corners of said Survey, Thence with another of the Original lines S 85 E 44 poles Crossing Beaches Creek at 8 poles to the Place of Beginning Containing Acres One & 66/100. The said Mortgage deed was delivered to the Recorder of Deeds of Union County On the Ninth day of May 1866 and was duly recorded by him On the 14th day of May 1866 in Book 5 Pages 567, 568 & 569, The said deed has become absolute, There is now due and remaining unpaid upon said indebtedness the Sum of $758.18, Seven Hundred and Fifty Eight 18/100 dollars with interest from the 5th day of July 867, A copy of said Note is here to attached with the Credits thereon marked "A" and made a part of this petition, The Plaintiff asks that said Mortgage may be foreclosed, the said premises Ordered to be Sold, and the proceeds applied to the payment of said debt, and that the balance of the Money arising from the Sale of said land after paying the debt as aforesaid may be brought into Court Subject to the further Order of said Court

Porter & Sterling Attys for Plaintiff

State of Ohio Union County ss. A. James Sterling being sworn says that he is One of the Attorneys for Plaintiff in the above Suit and duly Authorized in the premises, and affiant States that the above pleading of John W. Tibbatts is founded upon a written instrument for the unconditional Payment of Money only and is now in the possession of affiant, and the facts stated and allegations made in the foregoing petition are true as affiant believes A. James Sterling

Sworn to by A. James Sterling before me and Signed by him in my presence this 27th day of January 1868

Tabor Randall Clerk

Common Pleas
ne for the County
filed with the
ist day of May
several promissory
him to pay to
to a second note
ten thousand
Watson on the
to Plaintiff
following land
Delaney Survey
follows to wit
Galloways
8, 41 ½ ct
Peacels Creek
Stone with
to a Stone with
under it in
poles to a Stake
les to three Bur
ree W 175 poles
thence of its lines
nce with the
w another of
W 175 Poles to
Original lines
taining Acres
Union County
1866 in Book
maining ten
8 87/100 dollars
the Credits thereon
ge may
the payment
and after paying
Court
laintiff
of the Attorney's
and States
ment for the
the facts stated
Sterling
January

Precipe

John K. Tibbatts Plaintiff } Common Pleas Union County O.
vs. } To the Clerk Issue a Summons in the above Suit & alias &
David Watson Defendant } according to law Endorse Suit to foreclose Mortgage
Amount claimed $ 758,08, Porter & Sterling Attys for Plaintiff " " "
Copy of Note A" $ 10,000 May 1st 1866, On the first day of March 1867 I the Subscriber
of the County of Union and State of Ohio promise to pay to the Order of John K. Tibbatts
Ten Thousand dollars Value received, Negotiable & payable at the Branch of the Northern Bank
of Ky, Covington, Ky, Due March 1st 1867 David Watson
Credits On the above described Note March 21, 1867 Credit of $ 2000,00
May 21 1867 Credit of $ 392,91 May 23 " " " " " 3000.00 July 8th 1867
Credit of $ 4000,00"

Summons

And thereupon the following writ of Summons was issued by the Clerk of said County which reads as follows to wit, The State of Ohio Union County ss. To the Sheriff of Union County Greeting You are Commanded to Notify David Watson that he has been sued by John K. Tibbatts in the Court of Common Pleas of Union County and that unless he answer by the 2nd day of February A.D. 1868 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 10th day of February A.D. 1868 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 27th day of January A.D. 1868 Taber Randall Clerk N.C.

Return

The following is the Endorsement of the Sheriff upon said writ, The State of Ohio Union ss, Rec" this writ Jan, 27th 1868 Served Jany 30 1868 by delivering to the Defendant a certified Copy of this writ Fees $ 1,93 S. B. Shipley Sheriff

Entry

And afterwards to wit On the 3rd day of May 1868 the following Entry was made upon the Journal of said Court to which reads in the words and figures following to wit
John K. Tibbatts Plaintiff } Court of Common Pleas Union County
Against } And Now comes the said John K. Tibbatts by his Attorneys Porter
David Watson Defendant } and Sterling and the said David Watson Still failing to Answer
or Answer to the said petition, it is Considered that the said Plaintiff ought to recover the amount
due him by reason of the premises, and the Court on the Consent of the said Plaintiff do find
that there is due on the Note in the said petition set forth the Sum of $ 795,98, It is therefore Con-
sidered, Ordered and adjudged by the said Court here that the said Plaintiff recover of
the said Defendant the said Sum of $ 795,98, the Sum so found due as aforesaid and also
his Costs taxed to $ and it is further Ordered and adjudged That in Case said Defen-
dant fails in three days from this date to pay to the said Plaintiff the said Sum of $ 795,98 so
as aforesaid found due for the Costs of Suit, an Order issue to the Sheriff of said County Comm
anding him to Cause the said lands and tenements in said petition described, to be appra
ised Advertised and Sold according to law, and apply the proceeds of Sale in
Satisfaction of the said judgment so as aforesaid rendered, and the residue of the Money after
paying said debt be brought into Court Subject to the further Order of Court

Attest Taber Randall Clerk

Andrew Keyes } Pleas before Hon Henry D. Hamblin Presiding Judge at a Court of
vs } Common Pleas begun and held at the Court House in Marysville on the
I. M. Hubbard } and for the County of Union in the State of Ohio on the 27th day of May 1868
Hamilton to wit On the 18th day of April A.D. 1868 the following petition was filed with the Clerk
Petition of said Court which reads in the words and figures following
Andrew Keyes Plaintiff } Court of Common Pleas of Union County Ohio
vs } Civil Action, The Plaintiff says The defendant owes the Plaintiff upon a
I. M. Hubbard Defendant } promissory note of the defendant now overdue payable to Lucius
Webster or bearer, and indorsed to the Plaintiff by the defendant, and the payment thereof
guaranteed at Maturity, whereof a copy with all indorsements thereon is hereto annexed
the sum of One Hundred and Five dollars, with interest from the 10th day of April A.D.
1868, For which he asks Judgment John B. Coats Attorney for Plaintiff
The State of Ohio Union County ss. Andrew Keyes the Plaintiff being sworn says that the facts
the facts stated in the foregoing petition is true
Andrew Keyes
Sworn to by the said Andrew Keyes before me and Signed by him in my presence this 18th
day of April A.D. 1868 Taber Randall Clerk
Andrew Keyes Plaintiff } Court of Common Pleas of Union County Ohio
vs } Civil Action, Issue a Summons for I. M. Hubbard
Praecipe I. M. Hubbard Defendant } to the Sheriff of Union County Ohio returnable according
to law, Amount claimed One Hundred and five dollars with interest from the
10th day of April A.D. 1868
To the Clerk of the Court of Common Pleas John B. Coats
of Union County Ohio April 18th A.D. 1868 Attorney for Plaintiff
Thereupon the following writ of Summons was issued by the Clerk of said Court in his stead.
Summons The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded
to Notify I. M. Hubbard that he has been sued by Andrew Keyes in the Court of Common Pleas
of Union County, and that unless he answer by the 16th day of May A.D. 1868 the Petition of the
Plaintiff against him filed in the Clerks Office of said Court Such Petition will be taken as
true and Judgment rendered accordingly You will make due return of this Summons
Seal On the 27th day of April A.D. 1868, Witness Taber Randall Clerk of said Court and
the Seal thereof at Marysville this 18th day of April 1868 Taber Randall Clerk
Return of Sheriff Endorsement by Sheriff. Rec'd this writ April 18, 1868, Served I. M. Hubbard by delivering
to him a certified Copy of this writ April 22 1868 Fees $ 2.27 D. Shelpley Sheriff
By Robt Sharp D. Sheriff
And afterwards to wit On the 27th day of May A.D. 1868 the following Entry was made upon
the Journal of said Court which reads in the words and figures following to wit -
Andrew Keyes } This day came the Plaintiff by his Attorney the defendant being
vs } in default for want of Answer or Demurrer to the Petition of the
Entry I. M. Hubbard } Plaintiff & by consent of the Plaintiff as well as of the Court this cause
is Submitted to the Court upon the Petition Exhibits and testimony, And the Court
thereupon being fully advised in the premises, do find that the defendant owes the
Plaintiff in this behalf the Sum of One Hundred and Five 82/100 dollars in manner
and form as the said Plaintiff in his Petition hath alleged, Therefore it is Considered, Ordered
and adjudged by the Court that the said Plaintiff recover of the Defendant the
said Sum of One Hundred and Five dollars and Eighty two Cents his debt aforesaid,
and also his Costs in this behalf Expended taxed to dollars and cents
Attest Taber Randall Clerk -

Dibble Moore & Co. }
vs. }
Cartmell & Weidman }

Pleas before the Hon. E. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 5th day of May A D 1868

Petition

Huntington On the 4th day of April A.D. 1868 the following Petition was filed with the Clerk of said Court which reads in the words and figures following, to-wit

Henry Dibble, Lansing Moore, Isaac B. Morton, George C. Wood and John C. York } Court of Common Pleas
Doing business under the firm name of Dibble Moore & Co } Union County Ohio

Against

William Cartmell and John Weidman former Partners under the name of Cartmell & Weidman Defendants } Petition

The Plaintiffs say that this action is founded upon an account for the unconditional payment of money only of which the following is a true copy with all the Credits thereon

Cartmell & Weidman
To Dibble Moore & Co

1866				
Sept 24th	To	Order 4 Mos		$1383.54
	"	Error in Extension		7.00
	"	Interest 4 Mos 8 ds.		34.62
				$1425.16

Credits

1866 Dec 10th	5 Mos 22 d	16.69	500	
1867 March 5	2 " 27 "	3.37	200	
				20.06
				720.06
Bal due June 1st 1867				$705.10

Plaintiffs Claim

Thus is due the Plaintiffs on said account from the defendants the Sum of Seven Hundred & Five & 10/100 dollars with interest from the 1st day of June 1867, The Plaintiffs therefore ask judgment for the Sum of Seven Hundred and Five & 10/100 dollars with interest from the first day of June 1867

Porter & Sterling Attorneys for Plaintiffs

State of Ohio Union County ss. A. James Sterling being Sworn Says he is one of the Attorneys in the above Suit and duly Authorized in the premises, and he States that said Plaintiffs are Non-residents of said County of Union and are now absent therefrom, The affiant further says States that the Allegations made and facts Stated in the foregoing petition are true as he believes A. James Sterling Sworn to before me by A. James Sterling and Signed by him in my presence this 4th day of April 1868 Tabor Randall Clerk C.P.

To the Clerk Issue Summons upon the Petition in the above Cause returnable according to law

Endorsed Suit On Account, Amount Claimed $705.10 with interest from June 1st 1867

Porter & Sterling Attorneys for Plaintiffs

Thereupon the following writ of Summons was issued by the Clerk of said Court which with the Endorsement of the Sheriff thereon reads as follows to wit, The State of Ohio Union County ss.

Summons

To the Sheriff of Union County You are Commanded to Notify William Cartmell & John Weidman former Partners under the name of Cartmell & Weidman that they have been Sued by Dibble Moore & Co. in the Court of Common Pleas of Union County and that unless they Answer by the 2d day of May A.D. 1868 the Petition of the Plaintiffs against them filed in the Clerks Office of said Court Such Petition will be taken as true and Judgment rendered accordingly, You will make due return of this Summons On the 13th day of April A.D. 1868 Witness Tabor Randall Clerk of said Court and the Seal thereof at Marysville this 7th day of April 1868

L.S.

Tabor Randall Clerk

Sheriffs Return

The following is the Endorsement of the Sheriff upon said writ, Rec'd this writ April 7th 1868
Swore Williams Cartmell and John Friedman by delivering to them a certified Copy of this
writ Fee $ 1,37 S. B. Whelpley Sheriff By Robert Sharp Deputy
And afterwards to wit on the 5th day of May A.D. 1868 the following Entry was made in the Journal
of said Court which reads in the figures and words following to wit
Henry Dibble, Lansing C. Moore, Jacob B. Boynton, Geo C. Wood
And John L. Stark Plaintiffs doing business Under the firm name Dibble Moore & Co.
Vs. Ainst
William Cartmell and John Friedman formerly Partners
Under the Name of Cartmell & Friedman Defendants

Entry

And Now Comes the said Dibble Moore & Co, and the said Cartmell & Friedman having failed
to demur or Answer to the Petition of the said Dibble Moore & Co, It is Considered That the said
Plaintiffs Do recover of the said Sum of $ 745 71 So demanded in their Petition together with
their Costs herein Expended & It is therefore Considered Ordered, and Adjudged that the
said Plaintiffs recover of the said defendants the Sum of $ 745, 71 And the Costs taxed
& Incurred

Attest Isaac Randall Clerk

D. M. & T. Westwater
Vs.
Matilda S. Danforth

Plea before Hon Hiram A. Conklin Presiding Judge at a
Court of Common Pleas begun and held at Marysville
within and for the County of Union in the State of Ohio, on the 3rd Tuesday of May 1868

Be it remembered to wit On the 4th day of April 1868 the following Petition was filed with the Clerk of
said Court which reads as follows to-wit

Petition

James M. Westwater & T. Westwater Plaintiffs
Under the firm name of D. M. & T. Westwater
Against
Matilda S. Danforth Defendant

Court of Common Pleas
Union County Ohio
Pet'n
Pla'ffs
James M. Westwater & T. Westwater say
Under the name & firm of D. M. & T.
that they are Partners doing business in the State of Ohio
Westwater, They further say That the said Matilda S. Danforth On the 26th day of Decem
ber 1867 made her Certain promissory note in writing of that date and then and there
the same to Manchester & Hewitt and thereby promised to pay Manchester & Hewitt
the Sum of One Hundred and Thirty One Dollars and Ninety Cents with a true copy
of said promissory note is here to attached and made a part hereof including the end
orsement of Manchester & Hewitt on the same The Plaintiffs say that on the 12th day
of February 1868 the said Manchester & Hewitt Sold assigned and delivered said prom
issory note to the Plaintiffs, and then and there guaranteed the Collection of the same
by due process of law, And that the Plaintiffs are now the owners of said promissory note, that
the same is now due and no payment has been made thereon, and there is now due the Plaintiffs from
the defendant on said promissory note the Sum of One Hundred and Thirty One & 90/100 dollars
with interest from the 26th day of December 1867, Plaintiffs therefore ask judgment against de
fendant for said Sum of One Hundred and Thirty One & 90/100 Dollars with interest from the
26th day of December 1867
Porter & Sterling Attorneys for Plaintiffs
The State of Ohio Union County ss. A. James Sterling being sworn maketh Oath that he is one
of the attorneys for the Plaintiffs in this action, that this action is founded upon a written in
strument for the payment of money only and is now in affiants possession, that Plaintiffs
are both non residents of Union County Ohio, and both are absent therefrom, Affiant
further says that he believes the facts Stated in the foregoing petition to be true
A. James Sterling

Sworn to by Co. James Sterling before me and Signed by him in my presence this 4th day of April 1868
Taber Randall Clerk

Copy of Note & Endorsement — 131.70 For Value Received I promise to Pay Manchester and Hewitt Our Hundred and Thirty One Dollars and seventy cents with use
Stamp 10 cts December 26th 1867 (Signed) Matilda S. Danforth
For Guarantee the Collection of the within note by due process of law Akron Feb 12, 1868
Manchester & Hewitt

Clerk will issue a Summons &c, Cost Attorney $131.70 with interest from Dec 26 1867
Potter & Sterling Attys for Plaintiff

Summons

Thereupon the following writ of Summons was issued by the Clerk of said Court to wit
The State of Ohio Union County S.S. To the Sheriff of Union County You are commanded to Notify Matilda S. Danforth that she has been sued by James M. Westwater & Westwater in the Court of Common Pleas of Union County and that unless she answer by the 2d day of May A.D. 1868 the Petition of the Plaintiffs herein filed in the Clerks Office of said Court, Such Petition will be taken as true and judgment rendered accordingly
You will make due return of this Summons on the 13th day of April A.D. 1868
Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville
This 4th day of April 1868
Taber Randall Clerk

Sheriffs Return, Rec'd this writ April 4th Served Matilda S. Danforth April 1868
Return By leaving on the usual Office Day of this writ April 7th 1868 Fees $1.67
D. B. Whelpley Sheriff By Robert Sharp Deputy

And afterwards to wit On the 5th day of May A.D. 1868 the following Entry was made in the Journal of said Court which reads in the words & figures following to wit

Entry James M. Westwater & H. Westwater
Under the firm Name of J. M. & H. Westwater Plaintiffs
Against
Matilda S. Danforth Defendant
And now come the Plaintiffs J. M. & H. Westwater and the said Matilda S. Danforth having failed to demur or answer to the Petition of the Plaintiffs
It is Considered that the Plaintiffs Ought to recover of the said defendant the Sum of $134.75. It is therefore Considered Ordered and Adjudged that the said Plaintiffs do recover of the said defendant the said Sum of $134.75. Costs as aforesaid assessed
Their Costs in said suit taxed to $

Attest Taber Randall Clerk

Petition

James M. Noble
vs.
Ike Bird Et al

Pleas before the Hon. S. Mantlin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 27th day of May A.D. 1868

Be it remembered on the 4th day of April A.D. 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

James M. Noble Plaintiff
Against
Ike Bird & Elizabeth Bird his wife
Charles Bird & Margaret Bird his wife Defendants

Court of Common Pleas
Union County Ohio

Petition

The Plaintiff says that the Defendants Ike Bird and Charles Bird On the 28th day of February A.D. 1866, made their three certain Promissory Notes in writing of that date and then and there delivered said from said Promissory Notes to Plaintiff and thereby Promised to pay to Plaintiff or Order, On the first Note the Sum of Five Hundred Dollars On or before the first day of December 1866

On the 2d Note the Sum of Five Hundred Dollars On or before the first day of December 1867 and On the 3d Note the Sum of Five Hundred Dollars On or before the first day of December 1868. All of said Promissory Notes are on interest from the date 28th day of February 1866, The first two of said Notes are now Over due And On the first Note above mentioned defendants have Paid as follows, On the first 27th 1867 the Sum of One Hundred and Eighty Nine & 60 Dollars, And On August 24th 1867 the Sum of Two Hundred And Sixty four & 50 Dollars And no further payment has been made On Either of said Notes, Then is now Plaintiff from the Defendants Jefse & Charles Bird On said two Notes now Over due as follows, On first Note the Sum of Eighty Seven & 60 Dollars for the interest from the 24th day of August 867, And On the 2d Note the Sum of Five Hundred Dollars with interest from the 28th day of February 866, The last Note above mentioned is not yet due & is Still owned by & in the hands of Plaintiff, Copies of said Notes with the Credits Thereon attached and Made a part hereof, The Plaintiff further Says that On said 28th day of February A.D. 1866 the Defendant Jefse Bird with his wife the said Elizabeth Bird joining, And the said Charles Bird with his wife the said Margant Bird joining in Order to Secure the payment of the aforesaid Promissory Notes & the Money due thereon did by their Mortgage deed duly Executed and delivered to Plaintiff, Convey to Plaintiff his heirs and Assigns the following lands and tenements Situate in said County of Union And in Survey No. 3238 & bounded and described as follows, Beginning at a Stone on the East Corner of Forty acres Conveyed by James D. Marshall to Thomas Spencer thence with the East line of said Spencers land S 7¾ W 150 Poles to a Stake the South East Corner of said Spencers land, and on the North line of Jacob Harris land, thence with the said Harris North line & North line of lot Owned formerly by Isaac Bird S 81¼ E 103 Poles to the Center of a County Road, thence with the said road N 7¾ E 150 Poles to the South East Corner of Walls land, thence with the South line of Walls land N 81¼ W 103 Poles to the Beginning Containing Ninety four acres More or less which said Mortgage deed was Subject to this Condition, That if the said Jefse Bird and Charles Bird Should Pay the Sums Mentioned in said Promissory Note on the Amount to the Plaintiff or his assigns when the Same respectively became due & according to the true & Effect Thereof then said Mortgage deed Should be Void Otherwise to be in full force and Value in law, Said Mortgage deed was on the 5th Day of April 866 duly left on the Records of said County of Union for Record, and was Recorded by Him April 10th 1866, Said Mortgage deed has become absolute, No Payments having been made (Except as above Stated) On Either of the Note above mentioned, The Plaintiff therefore asks that said Mortgage deed may be foreclosed, the said Premises Ordered to be Sold, and the Proceeds of Sale to the Payment of said debt, that the balance of the Proceeds after paying said debt be Paid into Court by the Sheriff, Subject to the future Order of the Court when said last Note becomes due, and that Execution be awarded for the balance of the debt which may be unsatisfied

Porter and Sterling Attys for Plaintiff

The State of Ohio Union County S.S. G. James Sterling being Sworn Says he is One of the Attorneys for the Plaintiff in this Case, that this action is founded upon a written instrument for the Payment only, and is now in the Possession of Affiant. Affiant further Makes Oath that he believes the facts Stated in the foregoing Petition to be true

G. James Sterling

Sworn to by G. James Sterling before me and Signed by him in my presence this 4th day of April 1868

Tabu Kendall Clerk

Copy of 1st Note & its Credits, On or before the first day of December A.D. 1866 we or either of us promise to Pay James H. Stobb or Order Five Hundred dollars for Value received this 28th day of February A.D. 1866 with interest from date (Signed) Jefse Bird, Charles Bird

April 27th 1867, Rec'd on the within One Hundred Eighty Nine 60/100 Dollars, August 24th 1867 Rec'd of Jefse Bird on the within Two Hundred Sixty four 50/100 for J. H. Stobb for A. F. Wilkins

Copy 2d Note &c., On or before the first day of December A.D. 1867 we or either of us promise to Pay James H. Stobb or Order, Five Hundred dollars for Value receive this

28th day of F
we Jefse by
Jefse by in the
after award
Clerk of Co
James H. S
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Jefse Bird
Charles B
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James H.
Jefse Bird
Charles B
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Entry

28th day of February A D, 1866 with interest from date (Signed) Jesse Bird Charles Bird

Waiver We hereby waive the issuing & Service of Summons upon us in the above case & we enter our appearance hereby in the Same this 3d day of April 1868 Jesse Bird Charles Bird

After which and to wit On the 18th day of May A D, 1868 the following Answer was filed with the Clerk of Said Court which reads in the words and figures following to wit

James H. Noble Plaintiff

Against

Jesse Bird & Elizabeth Bird his wife

Charles Bird & Margaret Bird his wife Defendants } Answer

Court of Common Pleas of Union County Ohio

The Answer of Jesse Bird and Charles Bird to the Petition of James H. Noble Plaintiff The Defendants above named Jesse Bird & Charles Bird Say that the Said Plaintiff James H. Noble at the time before the Commencement of this Suit, was and Still is indebted to the Said Defendants in the Sum of Two Hundred and forty Dollars with interest thereon from the 9th day of July A D, 1866, On two promissory Notes of the Said Plaintiff, Copies of which with all indorsements thereon are hereto annexed, and which Said Sum of Two Hundred and forty dollars with the interest thereon the Said Defendants pray may be allowed to them by way of Set off in this action

John Bloar Attorney for Defendants

The State of Ohio Union County ss, Charles Bird One of the above named Defendants being Sworn Says he believes the facts Stated in the foregoing Answer to be true Charles Bird

Sworn to by the Said Charles Bird before me and Signed by him in my presence this 8th day of May A D 1868 Taber Randall Clerk

And afterwards to wit On the 27th day of May A D 1868 the following Entry was made upon the Journals of Said Court which reads as follows to wit

Entry James H. Noble Plaintiff

Vs.

Jesse Bird Elizabeth Bird

Charles Bird & Margaret Bird Defendants } Court of Common Pleas Union County Ohio

Now comes the Said James H. Noble by his Attorneys And the Said Jesse Bird & Charles Bird having Answered and Set up an offset of $267, 12 which the Court do find justly due Said Defendants as Said offset, It is Considered that Said Plaintiff Do recover of Said Defendants the Sum of $391, 93, by reason of the premises that being the Amount found due the Plaintiff in Excess of Defendants offset, and the Court with the Consent of the Plaintiff find that there is due from the Said Defendants to the Said Plaintiff, On the Notes in the Said Petition Set forth the Sum of $391.93, It is therefore Considered by the Said Court now that the Said Plaintiff recover of the Said defendants the Said Sum of $391, 93 the Sum So found due as aforesaid, and also his Costs taxed to $

And It is further Ordered and adjudged that in Case Said defendants fail for ten days from the close of this term of Court to Pay to the Said Plaintiff the Said Sum of $391, 93 So as aforesaid found due with Costs of Suit, an Order Issue to the Sheriff of Said County Commanding him to cause the Said lands and tenaments in Said Petition described to be appraised, advertised & Sold according to law, and apply the proceeds of Said Sale in Satisfaction of Said judgment So as aforesaid rendered, and it is further Ordered that the return of Such Satisfying Said judgment be brought into Court Subject to the further Order of the Court

Attest Taber Randall Clerk

Julia A. Popplelton
vs
James I. Thompson &
Benjamin Fisher

Pleas before the Hon D. Conklin Presiding Judge at a Court of Common Pleas begun and Held at the Court House in Marysville in and for the County of Union in the State of Ohio on the 27th day of May A.D. 1868, Heretofore to wit on the 16th day of January 1868 the following Petition was filed with the Clerk of said Court which reads in words and figures following to wit

Petition

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

Julia A. Popplelton Plaintiff
vs
James I. Thompson and
Benjamin Fisher Defts.

Petition for Money Only

The Plaintiff says Julia A. Popplelton

Complains of the defendants James I. Thompson & Benjamin Fisher and says that is due her from said defendants on their certain promissory Note the Sum of Five Hundred & Fifty One (551) Dollars and Twenty Five (25) Cents with interest thereon from July 22d 1865, a copy of which Note with all indorsements thereon is here to attached Marked "A" and made part of this Petition She further says that She is the legal Owner and holder of said Note and that the same is due and unpaid. She therefore prays judgment against said defendants for the sum of Five Hundred Fifty One & 25/100 Dollars with interest thereon from July 22d 1865 and for Costs

H. H. Popplelton her Atty

The State of Ohio
Lorain County ss

H. H. Popplelton being first duly Sworn says he is the duly authorized Atty of Plaintiff in this case, That this action is founded and brought upon a Written instrument for the payment of Money Only, That said instrument is now in the possession of this affiant and that he believes all the facts stated in the Petition to be true

H. H. Popplelton

Subscribed in My presence and Sworn to before me this 10th day of January A.D. 1868

Notarial Seal
Lorain O.

Norman L. Johnson Notary Public

The State of Ohio Union County ss In Com Pleas

Julia A. Popplelton Plaintiff
vs
James I. Thompson &
Benjamin Fisher Defts

Precipe

Issue Summons for Defendants in above action to Union County returnable according to law, Action for Money Only, Amount claimed $551 25

H. H. Popplelton
Atty for Plaintiff

Precipe

To Clerk Com Pleas Union County Ohio January 11 1868

Exhibit "A" $551 25 Richwood O. July 22d 1865. One year after date for Value received We jointly and Severally promise to pay H. H. Popplelton Or Order Five Hundred and Fifty One & 25/100 Dollars with interest at ten per cent Payable Semi-annually after maturity

J. I. Thompson Benjamin his Fisher
mark

Endorsed Pay to the Order of Mrs Julia A. Popplelton

H. H. Popplelton

Thereupon a writ of Summons was issued by the Clerk of said Court which with the Endorsement of the Sheriff thereon reads as follows to wit

Summons

The State of Ohio Union County ss. To the Sheriff of Union County, You are commanded to notify James I. Thompson and Benjamin Fisher that they have been sued by Julia A. Popplelton in the Court of Common Pleas of Union County and that unless they answer by the 15th day of February A.D. 1868 the Petition of the Plaintiff against them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly You will make due return of this Summons on the 27th day of January A.D. 1868. Witness Faber Rendall Clerk of said Court and the Seal

L.S.

Return

Indorsement

Entry

[L S]

Thereof at Marysville this 16th day of January 1868 Taber Randall Clerk
Return of Sheriff. Rec'd. this writ 20 Jany 18th 1868 and Served the Same by delivering to Each of the
Defendants a Certified Copy of this writ Total Fees $2.25 A. B. Shelley Sheriff
Return
Kind of Steward to writ On the 14th day of February A. D. 1868 the following Answer was filed with
the Clerk of said Court which reads
Answer
Julia A. Popplelton
vs. } Court of Common Pleas, Union County Ohio
James B. Thompson & } Answer. The said Defendants Now Come and for Ans-
Benjamin Fishn Defts } wer to said Petition say that on the 17th day of October
1866, the said J. B. Thompson Paid to the Plaintiff the Sum of
Forty Dollars to apply On the Note mentioned in said Petition which the said defend-
ants ask may be credited On the Same, 2 The said defendants further say that the said
Note was given by them to A. A. Popplelton On the 22 day of July 1865 for Five Hundred Dollars then
loaned by said A. A. Popplelton to the Defendant James B. Thompson & Benjamin Fishn as his Security
On ten per cent interest Payable Semi Annually with an agreement that he would not require the
Payment of the principal for Several years if the interest Should be Paid That the only Amount
Said by the said Popplelton or agreed to be Paid to said defendants or Either of them was five hun-
dred Dollars in Currency & in Order to obtain ten per cent interest Semi annually the
Sum of Fifty One 25/100 Dollars was added into & made a part thereof and the Same was drawn
and Signed for Five Hundred and Fifty One 25/100 Dollars due one year after date That all over
Five Hundred Dollars was usurious interest and for which the defendants are not liable &
from which they ask to be released - Wherefore the defendants ask that said Note be corrected
and that said Forty Dollars be Credited upon the said Five Hundred Dollars & the defendants
are ready & willing to pay the amount justly due the Plaintiff to wit Four Hundred and Ninety
Seven & 50/100 Dollars ($497.50) with interest from Oct 19th 1866 Robinson & Robenson Attys for Defts
The State of Ohio Union County ss J. B. Thompson One of the Defendants being duly Sworn
do depose & say the Several allegations of the foregoing answer true as I believe
J. B. Thompson
Sworn to before me and Signed in my presence this 14th of Feby 1868
[L S] A. L. Cannon Notary Public
Kind of Steward to writ On the 27th day of May A. D. 1868 the following Entry was made upon
the Journal of said Court which reads in the words and figures following to writ
Entry
Julia A. Popplelton
vs. } This day Came the Defendants and for their Ans-
James B. Thompson & } wer the Plaintiff Submitted this Cause to the Court, and thereupon the Court
Benjamin Fishn } do find that is due Plaintiff from defendants as alleged in the Peti-
tion the Sum of Five Hundred and Sixty Eight 26/100 Dollars. It is therefore Considered
Ordered and adjudged by the Court that the Plaintiff recover of the Defendants
said Sum of Five Hundred and Sixty Eight 26/100 Dollars and her Costs herein Expended
taxed to $

Attest Taber Randall Clerk

Petition

James Mitchell Pltf
vs.
Jacob Yeasel & P. McKeyes Defts

Plea before the Hon D. Skonklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 26th day of May 1868 Came on to be heard on the First day of February A. D. 1868 the following Petition was filed with the Clerk of said Court which reads in the words following to wit

James Mitchell Plaintiff
vs.
Jacob Yeasel & P. McKeyes Defts

Court of Common Pleas Union County Ohio

Petition — The said Plaintiff says that he is due him from the said defendants on their promissory note a copy of which is hereto attached the sum of One Hundred & Eighteen 80/100 Dollars with ten per cent interest from the 14th of June 1867. Therefore Plaintiff asks judgment against the defendants for said sum of One Hundred & Eighteen 80/100 dollars & ten per cent interest thereon from June 14th 1867

Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County ss. James Mitchell Plaintiff being duly Sworn do say the several allegations of the foregoing petition are true

James Mitchell

Sworn to before me and Signed in my presence by James Mitchell Plaintiff this First day of Feby 1868

Taber Blandall Clerk

Precipe

Issue Summons to Sheriff of Union & Madison Counties & Endorse "Petition on note for $ 118 80/100 with ten per cent int. from June 14 1867"

Robinson & Robinson Attys for Plaintiff

Thereupon the following writ of Summons was issued by the Clerk of said Court which with the Endorsement of the Sheriff thereon reads as follows to wit

Summons

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to notify Jacob Yeasel & P. McKeyes that they have been Sued by James Mitchell in the Court of Common Pleas of Union County and that Unless they Answer by the 29th day of February A. D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition will be taken as true and Judgment rendered accordingly, You will make due return of this Summons On the 10th day of February A. D. 1868 Witness Taber Blandall Clerk of said Court and the Seal thereof at Marysville this 1st day of February A. D. 1868 Taber Blandall Clerk

Return of Sheriff

Rec'd this writ Feb 1st 1868. Served, Jacob Yeasel Feby 1 1868 by delivering to him a duplicate Copy of this writ, P. McKeyes Not in My County Fees $ 1,77

D. B. Shelpley Sheriff

And afterward to wit On the 25th day of April 1868 the following writ of Summons was issued to the Sheriff of Madison County by the Clerk of said Court which with the Return of said Sheriff thereon Endorsed Reads in the words and figures following to wit " "

The State of Ohio Union County ss. To the Sheriff of Madison County, You are Commanded to Notify P. McKeyes that he at hath been Sued by James Mitchell in the Court of Common Pleas of Union County and that Unless he answer by the 23d day of May A. D. 1868 the Petition of the Plaintiff against them filed in the Clerks office of said Court Such Petition will be taken as true and Judgment rendered accordingly, You will make due return of this Summons On the 4th day of May A. D. 1868 Witness Taber Blandall Clerk of said Court and the Seal thereof at Marysville this 25th day of April 1868 Taber Blandall Clerk

Endorsed, Served Personally the within named P. McKeyes by delivering to him a true copy of this writ On the 30th day of April A. D. 1868. This writ returned by Mail May 2 1868

Return of Sheriff

Fees $ 4,00 Paid by Robinson & Robinson attys D. B. Lewis Sheriff M. C.

And afterwards to wit On the 26th day of May A. D. 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

Entry

James Mitchell Pltf
vs.
Jacob Yeasel & P. McKeyes Defts

This day came the Plaintiff but the Defendants came not but made default, whereupon the Court being fully advised in the premises do find the allegations of the Petition to be true and there

is due the Plaintiff from the defendants the Sum of One Hundred and Twenty Nine & 6/100 dollars, It is therefore Considered, Ordered & adjudged that the Plaintiff recover of the defendants said Sum of One Hundred & Twenty Nine & 6/100 Dollars and his Costs herein Expended taxed to $, And it is further Ordered that P McKeyes is Surety for said Taxes & Costs & it is therefore Ordered that Execution be awarded against the Personal Joint

Taber Randall Clerk

Leo Donly Plaintiff
vs
James W Vangorden
Narcissus Vangorden Defendants

Petition

Pleas before the Hon. J. Hostetler Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville on Union and for the County of Union in the State of Ohio on the 27th day of May A.D. 1868 On the 28th day of March 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Leo Donly Plaintiff
vs
James W Vangorden
Narcissus Vangorden Defendants

Petition

Court of Common Pleas Union County Ohio

The said Plaintiff complains of the said defendants & says that on the 30th of Sept. 1867 made their Mortgage deed and delivered to the Plaintiff the same conveying to the Plaintiff in fee simple the following real Estate in the County of Union Ohio in Survey No. 1913. Beginning at a Stake in the road leading from the Marion road to the Blue Settlement and North Easterly Corner to Tobias Beightler land and Southwesterly Corner of Lot Sold by said Beightler to Wesley Donly, Thence with said Beightler North line 88 & 29 3/4 poles to a Stake in said line thence Northerly 21 poles to a Stake in the Centre of said road thence with the Centre of said road South Easterly 33 poles to the Beginning Containing two acres be the same more or less. Said Mortgage deed so duly Executed was duly recorded on the 28th of March 1868 & Contained a Condition of Defeasance if said defendants should cause to be paid the Sum of Thirty Dollars to Plaintiff as follows Viz Twenty dollars in labor on the farm of the said Donly and ten dollars in money on or before the 30th of January 1868 That said defendants have not paid said ten dollars, nor have they worked any for the Plaintiff, although Plaintiff has often requested said James W Vangorden to pay said Twenty Dollars in work, And there is due Plaintiff thereon from the said defendants the said Sum of Thirty dollars with interest from the 30th of January 1868 Therefore the Plaintiff asks Judgment against said defendant for said Sum of Money and an order of Sale of said premises to Satisfy his said claim Thurston Robinson & Robinson Attys for Plaintiff

The State of Ohio Union County ss. Leo Donly being duly Sworn do depose & Say I believe the Several allegations of the foregoing Petition are true in Substance and in fact Leo Donly Plaintiff

Sworn to before me & Signed in my presence by Leo Donly Plaintiff this 28th of March 1868

Taber Randall Clerk

Precipes

Okey Summons Endorse "Petition to foreclose Mortgage for $ 30 with interest from May 30 1868 Robinson & Robinson Atty's for Plaintiff"

Summons

Thereupon the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit The State of Ohio Union County ss. To the Sheriff of Union County Greeting You are Commanded to notify James W. Vangorden and Narcissus Vangorden that they have been sued by Leo Donly in the Court of Common Pleas of Union County and that unless they answer by the 25th day of April A.D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 6th day of April A.D. 1868 with your Taber Randall Clerk of said Court and the Seal thereof at Marysville this 28th day of March A.D. 1868

Taber Randall Clerk D.C.P.

Return

Return of Sheriff. Rec'd this writ March 28/68 Served same day by leaving a certified copy of this writ at his residence Fee $ 1.07

D. B. Whelpley Sheriff

Court of Common Pleas to wit: On the 27th day of May 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following to-wit

Entry — Lucy Dooley vs. James W. Vangorden & Marajus Vangorden — This day came the Plaintiff but the defendants made default and thereupon the Court being fully advised in the premises find the allegations of the Petition to be true and that is due the Plaintiff from the said James W. Vangorden as alleged the Sum of Thirty & 50/100 Dollars, It is therefore Considered Ordered & adjudged by the Court that the Plaintiff recover of the said James W. Vangorden the said Sum of Thirty & 50/100 Dollars & his Costs herein Expended taxed at $ and that an Order issue to the Sheriff of this County directing him to cause the same to be made of Payment of this Judgment for Thirty days that an Order issue to the Sheriff of this County who is appointed Special Master for that purpose Commanding him to appraise & sell the Lands according to law to satisfy said Judgment

Attest Robert Kendall Clerk

X

Petition — Emma E. Bigelow vs. Sebbens L. Bigelow — Pleas before the Hon. Monklin Breading Judge at a Court of Common Pleas begun and held at the Court House in Marysville on the first Monday being the 5th day of May A.D. 1868 Plaintiff to wit on the 8th day of January A.D. 1868 the following Petition was filed with the Clerk of said Court which reads as follows to-wit

Emma E. Bigelow Plaintiff vs. Sebbens L. Bigelow Defendant

In the State of Ohio Union County ss. Court of Common Pleas Petition

The Plaintiff says that she is a resident of Union County in the State of Ohio and has been a bona fide resident of the State of Ohio for more than One year next preceding the filing of this Petition That on the 24th day of December A.D. 1857 at the Village of Pleasant Valley in Madison County Ohio She was duly and legally married to the defendant by the Rev Wm McMath and has borne as the fruit of such marriage to the defendant Five Children four of whom are Still living to-wit Emma B Bigelow aged nine years Marshall B. Bigelow aged Seven years, Emily L. Bigelow aged Five years and Ella S Bigelow aged Two years, That She has Ever since her said marriage with defendant Conducted herself as a prudent and faithful wife, but the defendant disregarding his marital obligations has been guilty of gross neglect of duty toward Plaintiff and his said family, That during the first two or three years after her said marriage the defendant received Some two or three Hundred dollars of patrimony from his relatives and So that the family were kept in tolerable Comfort, That after the Expiration of the first two or three years as aforesaid the defendant failed and neglected and has Ever Since neglected to furnish Suitable food and clothing for Plaintiff and Said family That Defendant during all of Said Period was by trade a House Carpenter and could have Comfortably Supported his said family by his labor but was too negligent and indolent to do So, That during the last four or five years Drafts, negligence has been greatly Increasing Since the first year of her said married life, That during Said last named period Plaintiff and his said family have been in want on many occasions during the inclement Season of the year of Sufficient food and clothing for them Selves and must have Suffered from want but for the Kindness and Charity of Plaintiffs relatives & friends who relieved their wants, That during last Winter and Spring Plaintiff and her said family were in great want and distress and also during the Summer in the months of June July & August and they must have Suffered but for the charitable contributation of food and clothing by Plaintiffs relatives and neighbors, Yet during all Said period Defendant had it in his power by Ordinary industry to have made his Said family Comfortable, Plaintiff further says

Principle

Summons

that the Defendant Since Said Marriage has been Guilty of Extreme Cruelty towards Plaintiff in this to-wit; About the Twenty Fifth of November A D 1866 the Defendant Wilfully and Forcibly threw Plaintiff Out of the house at two O'clock in the night Season when there was Snow on the ground and when Plaintiff had Nothing but Night Clothes On, Neither had Plaintiff Some of her Clothing and Kept her Out of doors for a long time to wit for the Space of One hour, About the 10th of December A D 1866 the Defendant Seized the Plaintiff and attempted to throw her Out of the Dwelling House, and Struck and beat the Plaintiff and broke up the Household furniture and Threw it about and Terrified Plaintiff till Neighbors interfered and forcibly Compelled him to desist; About the 10th of January Deft, threw or tore Seized and attempted to throw Plaintiff Out of Sun House in the night Season, and Then for the Purpose of terrifying Plaintiff & Her Said Children pretended to hang himself imitating Death Struggles &c, About the 5th day of June 1867, Deft, while Plaintiff was Setting up with a Sick relative in the same Village when Plaintiff & Defendant, lived together and destroyed all of Plaintiff Clothing Except what She then happened to have On, That all of the acts of Cruelty aforesaid took place in the Village of Pleasant Valley in Madison County Ohio, That On Each of said occasions aforesaid and On More than One hundred Other occasions during the last two years the Deft, used Prof and abusive Epithets towards Plaintiff Such Prof and Vulgar language, and On Several occasions has threatened to take Plaintiffs life, That on said 5th day of June his conduct was So threatening that Plaintiff was Obliged to have him Put under bonds to keep the peace, which are Still in force, and was obliged by his Cruelty to Separate from him Since which time Plaintiff and Deft, have lived Separate from Each Other, Plaintiff further Says that during the last two years Deft, has Slandered her character, making to the Neighbors false, prof and Slanderous Statements about her That he has written improper Notes to Gentlemen Signing Plaintiffs name to them for the purpose of causing it to be believed That Plaintiff was a lewd and Unchaste woman, and On Several occasions he has Closed and disguised himself in female apparel and stood in the door of Their Dwelling House of Plaintiff & Defendant, and On the premises and made lewd and indecent Gestures to persons passing On the Highway for the purpose of causing it to be believed that Plaintiff was an Unchaste woman, Plaintiff Says that Deft, is the Owner of two lots in the Village of Pleasant Valley in Madison County Ohio to-wit Lot Nos (2) & (3), That both Said lots are worth about $300, Plaintiff prays for an Order of the Court dissolving the Marriage Contract Existing between Plff & Deft, and releasing both Said Parties from the Obligations of the Same — for the Custody Care and Control of her Said Minor Children and for Such Alimony &c the Court may think just and proper

Geo. L Converse Atty for Plaintiff

The State of Ohio Union County SS Emma E Bigelow of Lawful age being duly Sworn according to law Says that She is the Plaintiff in the above action and that She believes the Statements & facts and allegations in the foregoing petition to be true Emma E Bigelow

Sworn to before me by Emma E Bigelow and Subscribed in my presence this 4th day of January A D 1868

Taber Randall Clerk

Precipe Clerk Union Com Pleas. Issue Summons & on Same a copy of Petition to Sheriff of Union County Ohio Returnable according to law Respectfully Geo. L Converse Atty for Plaintiff

Summons The following writ of Summons was issued by the Clerk of said Court on the above The State of Ohio Union County SS To the Sheriff of Union County, You are commanded to notify Frederick L Bigelow that he has been sued by Emma E Bigelow in the Court of Common Pleas of Union County and that unless he answer by the first day of February A D 1868 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 15th day of January A D 1868, Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 4th day of January A D 1868

Taber Randall Clerk U C P

Return — The following is the Endorsement of the Sheriff upon said writ of Summons to wit
Rec'd May 4th 1868, Served by delivering to the Defendant a certified copy of this writ and also a
copy of the Petition On the 6th day of January 1868 Fees $2.62 D. Whipley Sheriff
Afterwards to wit On the 5th day of May A.D. 1868 the following Entry was made upon the Journal
of said Court which reads in the words and figures following to, wit:—

Entry — Emma E. Bixler Plaintiff } In Court of Com. Pleas, Union County Ohio
vs
Sebbies L. Bixler Deft. } This Cause came on to be heard upon the Petition and testimony and was
argued by Counsel, and the Court being fully advised in the premises do find that the Defendant has
been personally notified of the pendency of this petition, the Court do further find from the testimony that
the Defendant has been guilty of gross neglect of duty and of extreme cruelty towards Plaintiff
as alleged in the Petition, It is therefore Ordered, adjudged, and decreed by the Court that the
marriage Contract heretofore Existing between Plaintiff and Defendant be and the same is hereby
dissolved, and both the said parties released from the Obligations of the same It is further Ordered that
the Plaintiff have the sole Control and Custody, Nurture and Education of the minor Children
mentioned in the Petition, It is further Ordered by the Court with the Consent and by the agreement
of the parties that there be allowed as Alimony Out of the Defendants Real Estate in fee Simple
Lots No. 2 and 3 in the Village of Pleasant Valley in Madison County Ohio together with the household
furniture in the House and that the same shall be in full of all Alimony to be allowed in this Case and in
lieu of any and all Dower or Interest which the Plaintiff may have now or hereafter in the Estate of Defendant, It is further Ordered that the Defendant be forever Enjoined from interfering with
the Custody of said Minor Children, and Occupancy, Ownership, or Transfer of said Real
Estate, It is further Ordered that the Defendant Pay the Costs of this Case within three days
and in default thereof, that Execution issue therefor as upon judgments at law

Attest Reuben Randall Clerk

Richard Gabriel } Pleas before the Hon. D. S. Conklin Presiding Judge at a Court of Common
vs } Pleas begun and held at the Court House in Marysville within and for the County
Wm Gabriel et als } of Union in the State of Ohio on the 4th day of May A.D. 1868

Petition — Be it remembered that on the 21st day of November A.D. 1867 the following Petition was filed with the
Clerk of said Court which reads as follows to wit, To the Court of Common Pleas within and
for the County of Union and State of Ohio, Your Petitioner Richard Gabriel of Milford
in the Union County Ohio does respectfully represent that your Petitioner has a legal right to and
is seized in Fee Simple of an undivided eighth part of a certain tract or parcel of land with the
appurtenances lying and being in said County of Union and bounded and described as follows to wit
Beginning at a Black Walnut Standing on Western bank of Darby Creek, Original corner
to a lot of land formerly owned by Benjamin N. Lathrop, thence down the Creek with the meanders thereof to a small Sycamore Corner to Reuben L. Harris land thence N 17° W 14 Poles and
ten links to a Stake in the road bearing South the town of Milford down Darby Creek from which
N 34° 30' E 30 links Stands an Ash Eleven inches in diameter thence with said road as N
73° E to a Stake Southerly Corner of a lot of land formerly Conveyed by Deed by George Reed and corner to Jason
Rice thence N 17° E to the Beginning containing One acre and a half to the same more or less,
and your Petitioner further represents that John Gabriel John Gabriel and William Gabriel of
Milford Center Union County Ohio Joseph Gabriel and Hiram Gabriel of Stewarts P.O. Grant
County Wisconsin, Mary Lorfe of — Hellings of Bellefontaine Logan Co. Ohio

John Sellers, ...
Common on co...
of Our Lord ...
Ends that ...
are to come ...
Legal right ...
Your Petitio...
lands and ...
tenements ...
prosecor Or...

Proof &c. — Of Howard ...
Clerk of Said ...
Legal Notice ...
Ohio, May ...
Sellers, Thom...
and Joseph ...
unknown) ...
filed against ...
for the Court ...
Said Richa...
of land with ...
and described ...
of Darby C...
thence down ...
land, thence ...
Creek from ...
Early Corner ...
Beginning, ...
application ...
Premises ...
The State ...
the unnamed ...
Marysville ...
Estate and ...

Entry — And Thereupon ...
Court which ...
Ordered That ...
said lands ...
Qty Equal ...
Hiram Gab...
Each; and ...
Ordered that ...
Partition to ...
Affirmance ...
by the Clerk ...
Sheriff of ...

John Sellers, Thomas Sellers, and Hannah Selley of Lewis Centre Delaware County Ohio are tenants in Common with your Petitioner in said premises and have a legal right to and are seized in fee simple of One undivided fifth Each of the above described premises, Your Petitioner also further says that your Petitioner is tenant in Common with the Heirs of Josiah Gabriel deceased (whose names are to your Petitioner unknown) of State Line P.O. Washington County Maryland who have together a legal right to and are seized in fee simple of One undivided fifth of the above described premises Your Petitioner therefore desiring to hold his said interest in Severalty prays that partition of said lands and tenements may be made, Or if it shall appear that partition of said lands and tenements cannot without manifest injury be made then that the same may be sold or other proper Order taken in that behalf pursuant to the Statute in such case made and provided

By L. Piper Attorney for Petitioner

Afterward to wit on the 3d day of February 1868 the following Proof of Publication was filed with the Clerk of said Court which reads in the words and figures following to wit

Proof &c. Legal Notice. John S Gabriel William Gabriel and John Gabriel of Milford Center of Union County Ohio, Mary Hellings and — Hellings her Husband of Bellefontaine Logan County Ohio, John Sellers, Thomas Selling and Hannah Sellers of Lewis Centre Delaware County Ohio, Hiram Gabriel and Joseph Gabriel of Stewarts P.O. Grant County Wisconsin and the Heirs of Josiah Gabriel (names unknown) of State Line P.O. Washington County Maryland will take notice that a Petition was filed against them On the 21st day of November A.D. 1867 in the Court of Common Pleas within and for the County of Union and State of Ohio by Richard Gabriel and is now pending wherein the said Richard Gabriel demands Partition of the following Real Estate to wit; A certain tract or parcel of land with the appurtenances lying and being in the County of Union and State of Ohio bounded and described as follows to wit: Beginning at a Black Walnut Stump on the Western bank of Darby Creek an Original Corner to a lot of land formerly owned by Benjamin N. Lashley thence down the Creek with the meanders thereof to a Small Sycamore Corner to Reuben Mains land, thence S 17½ W 14 poles and ten links to a Stake in the road leading from the town of Milford down Darby Creek from which a Buck A 34° 30' E 35 links Stands an ash pointer thence with said road N 73½ W to a Stake South erly Corner of a lot land formerly conveyed by George Reed and wife to Jason Rice, thence N 17° E to the Beginning, containing One acre and a half be the same more or less, And that at the next term of said Court application will be made by said Richard Gabriel for an Order that Partition may be made of said premises Nov 27 1867

L. Piper Att'y for Petitioner

The State of Ohio Union County ss. I John A Shearn do make Oath that the advertisement of which the annexed is a copy was Published for six Consecutive weeks the first issue being on the 27th of Nov 1867 in the Marysville Tribune a News Paper of General Circulation in this Union County Ohio, and of which I am the Editor and Proprietor J. A. Shearn Sworn to and Subscribed before me this 3d day of February A.D. 1868

Jabez Kendall Clerk &c "

And thereafter to wit on said 3d day of February A.D. 1868 the following Entry was made upon the Journal of said Court which reads — Richard Gabriel Court of Common Pleas Union County Ohio, This Cause came on to be

Entry heard upon the Petition Answer &c, On Consideration whereof it is Ordered that by the Oaths of John Reed Enoch Garwood and Wm. McKnight Partition be made of said lands in said Petition described in the following proportions to wit; to the said Richard Gabriel One Equal fifth part, To the said John S Gabriel, John Gabriel and William Gabriel Joseph Gabriel Hiram Gabriel Mary Hellings, John Sellers Thomas Sellers & Hannah Selley One Equal fifteenth part Each; And to the heirs of the said Josiah Gabriel dec'd One Equal fifth part, And it is further Ordered that a writ of Partition issue to the Sheriff of Union County Commanding him to cause said Partition to be made accordingly and to make return of his proceedings at this term

Afterward to wit On the 4th day of February A.D. 1868 the following writ of Partition was issued by the Clerk of said which with the Report of the Commissioners therein named & the return of the Sheriff thereon reads as follows to wit — "

Writ of Partition

The State of Ohio Union County ss: To the Sheriff of Union County Greeting, You are commanded That without Delay by the Oaths of John Reed French Garwood and William M. Winget you cause Partition to be made of the following Real Estate Situate in said County of Union and bounded & described to wit Beginning at a Black Walnut on the West Bank of Darby Creek an Original Corner to a lot of land formerly Owned by Benjamin D. Lathrop, thence down the Creek with the meanders thereof to a Small Sycamore corner to Reuben P. Mann's land, thence S 17° W 14 poles & 10 links to a Stake in the road leading from Milford down Darby Creek from which N 34° 30' E 35 links Stands an Ash Sapling three inches in diameter thence with said road N 73° W to a Stake Southerly Corner of a lot of land formerly Conveyed by George Reed & wife to Dason Rice thence N 17° E to the Beginning One Acre and a half, among the following persons and in the following proportions, To the said Richard Gabriel One Equal fifth (1/5) part, To the said John & Gabriel John Gabriel William Gabriel Joseph Gabriel Miriam Gabriel, Mary Hellings, John Sellers, Thomas Sellers and Hannah Sellers One Equal fifteenth (1/15) part Each and to the Heirs of said Josiah Gabriel dcsd, One Equal fifth (1/5) part in pursuance of an Order lately made in Our said Court of Common Pleas within and for said County of Union in a certain Petition for Partition wherein Richard Gabriel is Petitioner and William Gabriel & Others are Defendants and that your proceedings in the premises you distinctly certify under your Hand to Our said Court of Common Pleas within & for said County of Union together with this writ. Witness Taber Randall Clerk of said Court of Common Pleas this 4th day of February A.D. 1868 Taber Randall Clerk

L.S.

Comm. Rep.

To the Commissioners named in the within Order of Partition having duly Sworn upon actual View of the Estate to be divided as Commanded by this writ — We are of Opinion that the Estate within named cannot be divided according to the demand of this writ without Manifest injury of the Value thereof & Estimate the Value thereof at Three Hundred Dollars, Given under Our hands and Seals this 5th day of February 1868

John Reed Seal French Garwood Seal F. M. Winget Seal

The State of Ohio Union County ss, I do hereby certify that John Reed French Garwood & William M. Winget the within named Commissioners were duly Summoned & Sworn by me and their report is hereon Returned

February 5th 1868 Fees Sheff & Com $6.75 A. B. Whelpley Sheriff

Entry

And afterwards to wit On the 7th day of February A. D. 1868 the following Entry was made upon the Journal of said Court which reads in the words & figures following to-wit

Court of Common Pleas

Richard Gabriel

vs.

William Gabriel et als

Union County Ohio, On motion to the Court by D. Piper Counsel for the Petitioner, and upon producing the proceedings of the Commissioners herein before appointed and the same being Examined, and found in all respects to be in Conformity to law It is Ordered 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 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, and this Cause is Continued for the Sheriff's report of Sale, And afterwards to wit on the 28th day of February A.D. 1868 the following Order of Sale was issued by the Clerk of said Court which with the report of the Sheriff thereon Endorsed reads as follows to wit, The State of Ohio Union County ss, To the Sheriff of Union County Greeting — In pursuance of an Order of Our Court of Common Pleas within and for the County of Union at the February Term thereof A.D. 1868 in a certain Petition for Partition then pending in said Court wherein Richard Gabriel is Petitioner and William Gabriel & Others are Defendants You are commanded that without Delay you proceed to sell at Public Auction the lands and tenements in the said Petition described to wit; Situate in said County of Union and bounded as follows, Beginning at a Black Walnut on the West Bank of Darby Creek an Original Corner to a lot of land formerly owned by Benjamin D. Lathrop thence down the Creek with the meanders thereof to a Small Sycamore Corner to Reuben P. Mann's land thence S 17° W 14 poles & 10 links to a Stake in the road leading from Milford down Darby Creek from which N 34° 30' E 35 links Stands an Ash Sapling three inches in diameter thence with said road N 73° W to a Stake Southerly corner of a lot of land formerly conveyed by George Reed and wife to Dason Rice thence N 17° E to the Beginning

Order of Sale

Containing One acre and a half And that your proceedings in the premises you make known to Our said Court of Common Pleas at their next term; and have you then this writ Witness Isaac Randall Clerk of said Court of Common Pleas at Marysville this 28th day of February A D 1868

Isaac Randall Clerk

D S

Return of Sheriff

Return of the Sheriff The State of Ohio Union County S.S. I as Commanded by this writ have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of Sale in the Marysville Tribune a newspaper printed and in general circulation in Union County & On the 6th day of April A D 1868 at One Oclock P.M. on said day at the door of the Court House in said County I sold at Public Auction the lands and tenements described in this writ to John H Thomson for the Sum of $315.00 said Sum being more than two thirds the appraised Value and the being the highest and best bidder was declared the Purchaser Total Fee $ 12.55 I.B. Whelpley Sheriff

Sheriffs Sale

Thereupon the following Proof of Publication was filed with the Clerk of said Court to have place in the words and figures following to wit, Sheriffs Sale, Richard Gabriel & William Gabriel et al Union Common Pleas, By Virtue of an Order of Sale to me directed from the Court of Common Pleas of Union County I shall offer for Sale at the door of the Court House in Marysville Ohio on the 6th day of April 1868 at One O'clock P.M. the following described Real Estate, Situate in Union County O. Beginning at a Black Walnut on the West Bank of Darby Creek an Original corner to a lot of land formerly owned by Benjamin H Lathrop, thence down the Creek with the meanders thereof to a Small Sycamore corner to B.P. Morris land, thence S 17° W 14 poles & 10 links to a Stake in the road leading from Milford down Darby Creek from which a 34 inch Sycamore bears N 34° W 35 links Stands an Oak & Ash 12 inches in diameter thence with said road N 75° W to a Stake Southwardly corner of a lot of land formerly owned by George Reed & wife to Wilson Rice thence N 17° E to the Beginning containing One acre and a half appraised at $ 300.00 Terms One Third on the day of Sale and balance in One and two years with Mortgage on the premises to secure deferred payment D. Piper Attorney

I.B. Whelpley Shff

March 4th 1868

The State of Ohio Union County S.S. I John H Sheara do make Oath that the advertisement of which the annexed is a copy was published for more than 30 days next preceding the 6th day of April 1868 in the Marysville Tribune a News Paper of general Circulation in this Union County Ohio and of which I am the Editor and proprietor

Sworn to and Subscribed before me this day of A D 1868

John H. Sheara

Isaac Randall Clerk

Copy of Entry and Order

Copy of Entry and Order Out the 4th day of May A.D. 1868 the following Entry was made from the Journal of said Court which reads in the words & figures following to wit

Entry

Richard Gabriel Pltff
vs. In Common Pleas, Union County Ohio, On motion to the Court
Wm Gabriel et als Defts by D. Piper Counsel for the Pltff in this and upon producing the proceedings of the Sheriff and the Sale of the premises by him made in pursuance of a former Order of the Court, and the same being examined and found by the Court in all respects in due form of law, It is Ordered that said proceedings and Sale be and the same hereby are approved and Confirmed, and that the said Sheriff Execute and deliver to the said Purchaser a deed in fee simple for said lands and tenements by him Sold as aforesaid, And it is further Ordered that the Costs and Expenses of this Suit be paid out of said Money in the hands of the Sheriff in the following proportions to wit: John H Gabriel John Gabriel Wm Gabriel & Milford Center Union County Ohio, Joseph Gabriel and Hiram J. Stewart P.O. Green Co. Wisconsin - Mary Hellings wife of - Hellings of Bellefontaine Logan Co. Ohio, John Fellers Heirs & Sellers and Hannah Sellers of Zanesville Delaware County Ohio One Fifteenth (Fifteen $449) Each The Heirs of Josiah Gabriel deceased (Names Unknown) of State line P.O. Washington County Maryland and Richard Gabriel of Milford Center Union County Ohio One Fifth being Thirteen and 47/100 $ Dollars ($1347) Each, Amounting to Sixty Seven 37/100 Dollars and that the said Sheriff distribute the proceeds of said Money to the said Parties in the following proportions to wit, To John H. Gabriel

Entry

John Gabriel, William Gabriel, Hiram Gabriel, Joseph Gabriel, Mary Collings, John Sellers, Thomas Sellers, and Hannah Sellers aforesaid Fifteen and 84/100 Dollars each; Richard Gabriel One fifth being Forty Seven 57/100 Dollars and the heirs of Josiah Gabriel One fifth being Forty Seven and 57/100 Dollars (47.57)

Attest Asher Blandall Clerk

Alex Anderson Snodgrass
vs.
John McMeans et al

Pleas before Chas Hanna & Hamtlin Presiding Judges at a Court of Common Pleas begun and holden at the Court House in Marysville within and for the County of Union in the State of Ohio On the 5th day of May A.D. 1865 Came the Plaintiff by his Attorney and On the 14th day of June A.D. 1867 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

Alexander Snodgrass Plaintiff
against
John McMeans and Chas Defendants

Court of Common Pleas, Union County Ohio
Petition
The said Plaintiff says that John McDowell late of the County of Union during his life time was seized in fee Simple of the following real Estate Situate in the County of Union and State of Ohio in Survey No. 6602, Entered and Surveyed for Dames Galloway bounded as follows to wit; Beginning at two Elms and a Bur Oak South West Corner of Robert Parishs land, thence with his line N 6° E 135 Poles to a Stake thence N 60 W 83½ Poles to two Elms thence S 6 W 192 Poles to a large Stone thence E 80 & 80½ poles to the Beginning containing 80 acres more or less. That said John McDowell died intestate Seized in fee Simple of said real Estate and left as his Sole heirs at law being his only children the following persons to whom said real Estate descended, as of the Next Estate of Inheritance viz: John D McDowell, State living Wm Glasco McDowell since deceased, Hannah Parish then living and intermarried with Robert Parish and Polly Snodgrass then living and intermarried with James Snodgrass but now deceased. That said John D McDowell conveyed his interest in said land to said William Glasco McDowell, That said Hannah Parish, hath since died, leaving her husband Robert Parish surviving her, leaving an Estate by the Curtesy in said land and leaving Martha Jane Fife intermarried with — Fife of the State of Illinois her only heir at law, That said Glasco McDowell hath since died, leaving the following persons his only heirs at law to wit John D McDowell Jr, Mary Mason intermarried with Nelson Mason, Thomas McDowell, Sarah McDowell, Nancy McDowell, Wm McDowell and George McDowell and leaving as his widow Rebecca McDowell which widow and heirs of Glasco McDowell claim to own said real Estate, That said Polly Snodgrass died leaving as her only Children and heirs at law, the following persons viz; The Petitioner Alexander Snodgrass John Snodgrass of in the State of — Jane Snodgrass intermarried with Wm Walker of Logan County Ohio, Robert Snodgrass of the State of Illinois Marshall County Mary intermarried with John McAmer and Rachel intermarried with Rev. Maring. That said James Snodgrass died On or about the 30th of January 1867, and the said heirs of Polly Snodgrass dec'd, hath Ever Since been Seized in fee Simple and Entitled to the Expression of the undivided One fourth part of said tract of land and the Petitioner is Entitled to Hold in Severalty his One Sixth of said One fourth of said real Estate and Each of his Brothers and Sisters are Entitled to an Equal Amount, That said heirs of Glasco McDowell are tenants in Common with the Petitioner and Entitled to the One half of said real Estate and the life Estate of Robert Parish from whom they have a conveyance, and said Martha Jane Fife as heir of Hannah Parish is Entitled to the One fourth part thereof, Subject to the life Estate of the said Robert Parish The Plaintiff Says he is desirous of having his Share of said real Estate assigned and set off to him or if Can the Same cannot be done without Manifest injury to said real Estate, that the Same be Sold and he receive his Share of said Estate, Your Petitioner therefore asks that all of said Parties interest be made defendants to this Petition and that Partition be made as required by law and such proceedings had as required by the Equity and law Signed Robinson & Robinson Attys for Petitioner

Proof

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The State of Ohio Union County ss, I Alexander Snodgrass Plaintiff being duly Sworn do depose and say I believe the Several Allegations of the foregoing Petition are true Alexander Snodgrass

Sworn to before me and Signed in my presence this 11th of June 1867 Saben Randall Clerk

+ After the following Proof of Publication was filed with the Clerk of Said Court to wit

Proof

Legal Notice. John Snodgrass John R. McDowell Robert Parish Martha Jane Fife and her Husband name unknown but residing in the State of Illinois John R. McDowell & Mary Maw Nelson Morse, Thomas McDowell Sarah M. McDowell, Nancy McDowell Wm McDowell, George McDowell Rebecca McDowell Jane Walker William Walker Thomas Mains Juliett Mains Robert Snodgrass and Mary Beamer are hereby notified that Alexander Snodgrass has filed his Petition in the Court of Common Pleas of Union County Ohio which said suit is pending for Partition of the following lands in Union County Ohio in Survey No 6602, Beginning at two Elms and a Bur Oak South West Corner of the Robert Nelson farm thence with his line N 66 135 Poles to a Stake thence N 60 W 83½ Poles to two Elms thence South 6 W 192 Poles to a large Stone thence North 80 E 88½ poles to the Beginning Containing 80 acres more or less, and being the land of which John McDowell died Seized, That Said Petitioner alleges that he is One of the heirs of Polly Snodgrass dec'd & is Entitled to the One twenty fourth of Said land, and the remaining heirs are Entitled to the five twenty fourths thereof, The Said Robert Parish and his daughter Sarah Jane Fife are Entitled to One fourth thereof, and the heirs of Clarissa McDowell dec'd to the One half thereof, Said Parties are hereby notified that the Petitioner will ask for an Order of Partition at the next term of Said Court to Commence on the 25th of Oct 1867 Aug 23d 1867 Robinson and Robinson Attys for Petitioner

The State of Ohio Union County ss, I John McSwain do make Oath that the advertisement of which the annexed is a copy was published for six Consecutive weeks Succeeding the 23d day of August 1867, in the Marysville Tribune a News Paper of general Circulation in Union County Ohio and of which I am the Editor and Proprietor J. McSwain

Sworn to and Subscribed before me this day of A D 1868

Saben Randall Clerk

+ The following waiver of process was also filed in the Clerk of Said Court to the Court of Common Pleas Union County Ohio

Alexander Snodgrass
vs
John McSwain & Others

Petition for Partition, The said John McSwain and Mary McSwain Defendants in the above Cause do hereby waive process on us in the above Cause and ask that One Share of Said Estate be also assigned to us Or Our Share of the proceeds of the Sale thereof be paid to us Mary McSwain Dec'd John McSwain Dec'd and of Covenant to which on the 5th day of November A D 1867, the following answer was filed on the Clerk of Said Court which reads as follows to wit

Alexander Snodgrass
vs
John McSwain Et Al

John R. Jr, Thomas, Wm, Nancy, and McDowell, Nelson Morse and Mary Morse his wife, Defendants to Said Petition Say that the land described in Said Petition was owned and claimed by their Father Wm G. McDowell as his own land, that he inherited part of it from his Father John McDowell and bought out his Co, heirs their interest in Said land, They say that their Said Father bought the interest of his Brother John R McDowell, consisting of his own and the Share of James and Polly Snodgrass, from whom he had bought the Share of his wife Polly, and from Robert Parish, the Share of his wife Clarissa Parish, But it is now claimed by Plaintiff that the deed from James Snodgrass for the Share of his wife Polly was without authority, and the Same is claimed of the deed from Robert Davis, And that Said deed only conveyed to Said William G McDowell an Estate for the life of Robert Davis & James Snodgrass, although Said deed was for the land in fee Simple and was a general warranty, and the Said William G McDowell took possession and held the land during his life time, and at his death the Same descended to these Defendants

as his heirs at law, Then Defendants say that a full consideration and value was paid for said land by their said Father and that large and valuable improvements have been made upon said land since said purchase, consisting of House and Barn, Orchards and other improvements, and if the Court should find that the Plaintiff and them claiming with him an interest in the Share of Polly Snodgrass, are Entitled to her Original Share of the land then and in that case then Defendants ask that if said land should be sold or taken by Election that said Plaintiff and the other heirs of Polly Snodgrass only have the Value of said land Estimated as it would be if no additional improvements had been made since the land was bought by the said William G. McDowell, Then Defendants say as to the land owned by Hannah Davis That the said Robert Davis is still alive and holds said land by the Curtesy & if said land is sold the heir of Hannah Davis can only have the Reversionary interest in the same after the decease of Robert Davis, and then Defendants ask the Court to Estimate what will be to be paid to the heirs of Hannah Davis for said reversionary interest and that a decree be entered against the said Robert Davis in favor of them Defendants for such Amount and Defendants charge that said Robert is liable on his warranty which is herewith shown to the Court, and they ask for such other relief as may be Equitable

T. B. Cole atty for Defendants

State of Ohio Union County ss. Thomas G. McDowell One of the Defendants being Sworn Says that the Statements made in the foregoing answer are true as he verily believes

T. G. McDowell

Sworn to by H. McDowell before me and Signed by him in my presence Nov. 5 1867

Robert Kendall Clerk

Afterwards the following Reply was filed with the Clerk of said Court which reads as follows viz and is Snodgrass

Reply to Defendants answer

Reply

John R. McDowell Etals } The Petitioner not waiving any of his rights on account
vs } of the defects and Errors in said answer Says there is no evidence of which he has any knowledge that James Snodgrass made a Conveyance to said John McDowell of the Fourth of said land by Warranty or any other deed & therefore he denies that allegation and demands proof thereof. 2 The Plaintiff denies that said John R McDowell paid a full price for said land & says he paid no more than the life Estate of said James Snodgrass was worth if he bought the same, 3d The said defendants and said John R McDowell are relations of the said Polly McDowell & Jim Sheldon & well knew they had legal rights which said James Snodgrass could not convey and therefore they made improvement at their own risk as holding only by a life interest in said land if he made any Conveyance thereof, 4th The Plaintiff and his brothers and Sisters were of tender age, and had no power or legal right to control or dispose said land while living as aforesaid and therefore should not be prejudiced by any act of the tenant for life. 5th It is not true that the improvements made on said land are greater than the Value of the timber would be if left remaining thereon

Robinson and Robinson

And afterwards to wit On the 9th day of November A.D. 1867 the following Entry was made upon the Journal of said Court which reads with the words and figures following to wit

Entry

Polly Snodgrass } Partition, This day came the parties and made proof to the Satis-
vs } faction of the Court of the Service of lawful notice on Defendants
John R. McDowell Etals } and thereupon Submitted this cause to the Court, whereupon the Court Adjudged that Plaintiff is Entitled to partition as prayed for, It is therefore Considered, Ordered and Adjudged by the Court that an Order of Partition issue to the Sheriff of said County of Union Commanding him by the Oaths of James Pettington John Reed Sr & John Cranston three disinterested freeholders of the County not of kin to either of the parties that he set off and

Writ of Partition

Report Com.

Return of Sheriff

Entry

a Sign to the Petitioners One Equal One twenty fourth Part of said real Estate to John Snodgrass One twenty fourth Part, to Jane and William Walker One twenty fourth Part, To Juliette and Thomas Maines One twenty fourth Part, To Mary and John Kramer One twenty fourth Part, To Robert Snodgrass One twenty fourth Part, and to Rebecca McDowell covering her dower right in said land in favor of the Heirs of Glasco McDowell dec'd, and it appearing to the Court that Jane Fullington both since the filing the petition Conveyed her interest in said real Estate to the Heirs of Glasco McDowell aforesaid It is therefore Ordered that said Sheriff by the like Oaths of said Inholders Set off and assign to the Heirs of Glasco McDowell dec'd the tha Fourths of said real Estate to wit John McDowell Jr. 3/28, Mary Mann 3/28, Thomas McDowell 3/28, Sarah McDowell 3/28, Nancy McDowell 3/28 Wm McDowell 3/28, and to George McDowell 3/28, All questions arising on the Report and Survey as to improvements reserved and Continued for hearing after the Report of the Sheriff shall be returned at the next term of the Court

writ of Partition

And On the 7th day of December A.D. 1867 the following writ of Partition was filed in the Clerk of said Court which reads as follows to wit, The State of Ohio Union County S.S. To the Sheriff of said County Greeting You are Commanded that on Short notice by the Oaths of James Fullington John Reed & John Cranston You cause partition to be made of the following described premises situate in said County of Union State of Ohio, and a Bur Oak South West Corner of Robert Parsons land thence with his line N 6° E 130 Poles to a Stake thence N 60 W 83½ Poles to the Elms, thence S 60 W 192 Poles to a large Stone thence N 80° E 80½ Poles to the Beginning Containing 80 Acres more or less, among the persons named herein and in the following proportions to wit To the Petitioner Alexander Snodgrass One twenty fourth (24) part To John Snodgrass One twenty fourth (24) Part, To Jane and William Walker One twenty fourth (24) part, To Juliette & Thomas Maines One twenty fourth (24) part, To Mary & John Kramer One Twenty fourth (24) part, To Robert Snodgrass One Twenty fourth (24) part, To the Heirs of Glasco McDowell dec'd the thus fourths (3/4) of said real Estate to wit To John McDowell three twenty Eighth (3/28) part, To Mary Mann three twenty Eighth (3/28) part, To Thomas McDowell three twenty Eighth (3/28) part, To Sarah McDowell three twenty Eighths (3/28) part, To Nancy McDowell three twenty Eighth (3/28) part, To William McDowell three twenty Eighth (3/28) part, To George McDowell three twenty Eighth (3/28) part, In pursuance of an Order lately made in Our Court of Common Pleas within and for the said County of Union in a certain Petition for Partition wherein the said Alexander Snodgrass is Petitioner and John Kramer and others are Respondents, and that you proceed doing in the premises you shall direct by Our Letters Under your Hand to Our said Court for that Ch, Witness my name and the Seal of said Court of Common Pleas at the Court House in Marysville this 7th day of December A.D. 1867

L.S. Taber Randall Clerk

Report Com.

Commissioners Report, Alexander Snodgrass &c. John Kramer Et als, Court of Common Pleas Union Co. Partition According to the Command of the writ of Partition in this Cause issued, and On Call of the Sheriff of said County, We the Undersigned Commissioners after being first duly Sworn and upon actual View of the Premises, are of the opinion that the said land cannot be divided without manifesting injury & we appraise the same at Sixty Dollars per Acre James Fullington John Cranston John Reed & Return of Sheriff, The State of Ohio Union County S.S. I have Executed the within writ by the Oaths of the Commissioners within named in the within Order whose report is herewith returned &c. This 20th day of January A.D. 1868 Total Fees $7.65 D. B. Shelpley Sheriff

Return of Sheriff

And afterward to wit On the 11th day of February A.D. 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following to wit

Entry

Alexander Snodgrass &c. John Kramer Et als Partition } This day came the parties and Submitted this Cause on motion to Confirm Appraisement And thereupon the Court do find the proceedings in said of Partition all regular and do Confirm said Appraisement and said proceedings and

thereupon the Court doth order and decree that the following named persons to wit John R. McDowell, Mary Mann Thomas McDowell, Sarah McDowell, Nancy McDowell, William McDowell and George McDowell for improvements made by them and their father Glasco McDowell and for rent thereof by them since the death of James Snodgrass, and thereupon from the Evidence the Court find that the Value of the improvements made on said land by said heirs of said Glasco McDowell is now the sum of Eleven Hundred and Ninety dollars and the whole rent of the said land recovered by said heirs of said Glasco McDowell since the death of James Snodgrass is Three Hundred and Fifty dollars leaving Eight Hundred and Forty dollars to be paid out of the proceeds of said land to the said heirs of the said Glasco McDowell dec'd, and thereupon on motion of Plaintiffs Counsel it is Ordered & adjudged that an Order of Sale of said premises issue to the Sheriff of this Court commanding him to Sell said premises according to law and report his proceedings to this Court at its next term to which time this cause is Continued for report and for distribution of said proceeds and the costs of A. D. 1867 to be paid Out of said proceeds.

And afterwards to wit on the 18th day of February A.D. 1868 the following Order of Sale was issued by the Clerk of said Court which reads in the words and figures following to wit:

Order of Sale

The State of Ohio Union County ss. To the Sheriff of said County Greeting. In pursuance of the Order of Our Court of Common Pleas within and for the County of Union at the February Term A.D. 1868 in a certain Petition now pending in said Court wherein Celyndia Snodgrass is Petitioner and John Mann John R. McDowell Mary Mann & others are respondents we Command you that without delay you proceed to Sell at Public Auction the lands and tenements in said Petition described to-wit Situate in said County of Union Part of Survey No. 6602, Entered and Surveyed for James Galloway and bounded as follows to wit, Beginning at two Elms and a Bur Oak, South West Corner of Robert Nelsons land, thence with his line N 6° E 135 Poles to a Stake, thence N 60° W 83½ Poles to two Elms, thence S 6° W 192 Poles to a large Stone, thence N 80° E 80½ Poles to the Beginning Containing 80 acres more or less, And that your proceedings in the premises you make known to Our said Court of Common Pleas at their next term, And have you then there this writ. Witness my hand and the Seal of the said Court at Marysville this 18th day of February A.D. 1868

Seal

Reuben Kendall Clerk

Return of Sheriff

Sheriffs Return, As commanded by this writ I have caused the lands and tenements herein described to be duly advertised for thirty days next preceding the day of Sale in the Marysville Tribune a Newspaper of Printed and in General Circulation in Union County and on the 27th day of March A.D. 1868 at One O'clock P.M. on said day at the door of the Court House in said County I Sold at Public Auction the lands and tenements described in this writ to Rebecca McDowell for the Sum of Seventy Seven Dollars per Acre. Amount of Sale $6160.00 Said Sum being more than two thirds the appraised value, and Rebecca McDowell being the highest and best bidder was declared the purchaser. D. B. Whelpley Sheriff

Position

Proof of Publication

Whereupon the following Proof of Publication was filed with the Clerk of said Court which reads Sheriffs Sale, Celyndia Snodgrass &c. vs. John Mann et als, Union Common Pleas. By virtue of a Writ of Sale to me directed from the Court of Common Pleas of Union County Ohio I shall offer for Sale at the door of the Court House in Marysville at One O'clock P.M. on the 27th day of March 1868 the following described Real Estate to-wit, Situate in Union County Ohio Part of Survey No. 6602 Entered and Surveyed for James Galloway and bounded as follows to-wit Beginning at two Elms and a Bur Oak South West corner of Robert Nelsons land, thence with his line N 6° E 135 Poles to a Stake thence N 60° W 83½ Poles to two Elms, thence S 6° W 192 Poles to a large Stone, thence N 80° E 80½ Poles to the Beginning Containing 80 acres more or less. Terms — One third on day of Sale, balance in one and two years with interest Secured by Mortgage on the premises, appraised at $60 per acre, Feb 26th 1868

Robinson and Robinson Attys

D. B. Whelpley Sheriff

The State of Ohio Union County ss. I John M. Shearer do make Oath that the advertisement of which the annexed is a copy was Published for more than 30 days past, commencing the 27th day of March 1868 in the Marysville Tribune a Newspaper of Genral Circulation within Union County Ohio and of which I am the Editor and Proprietor. J. M. Shearer Sworn to and Subscribed before me this day of A.D. 1868 Faber Randall Clerk

And afterward to wit on the 5th day of May A.D. 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following to wit

Entry

Alex. and Sprodgrass vs. John Kramer Et als

Petition. This day came the Parties and Submitted this Cause to the Court on the motion to Confirm Sale and distribute proceeds. Whereupon the Court being fully advised in the premises do approve and Confirm said Sale and proceedings of the Sheriff, and Order him to deliver Execution and deliver to the said purchaser of the premises in said petition described a deed in fee Simple upon his securing the pay deferred payments according to law, and it is further Ordered and adjudged that out of the proceeds of said Sale the Sheriff first pay the Costs of this proceeding including an Attorney Fee of $ 150.00 to be paid two thirds to Robinson and Robinson and One third to P. B. Cole, 2nd That he pay the amount of the taxes for the year 1867 together with the sum of $ 8.40 allowed to the heirs of Glasco McDowell dec'd for improvements after deducting rents. 3rd That the balance of the proceeds of the Payment made in hand be paid to the respective parties in the proportion in which said land was Ordered to be divided and that the deferred payment be secured to the said several parties in the same proportions, and it appearing that John Sprodgrass One of the heirs of Polly Sprodgrass dec'd, had a deed and his intent in said premises to the heirs of Glasco McDowell dec'd, Since said Order was made, it is Ordered that his share of the proceeds of said Sale be paid to the heirs of Glasco McDowell dec'd.

Attest Faber Randall Clerk.

Petition

H. B. Reed & Wife vs. Mary Jane Ellis & Others

Pleas before the Hon. N. Conklin Presiding Judge at a Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 18th day of May A.D. 1868 — Heretofore to wit On the 28th day of December A.D. 1867 the following Petition was filed with the Clerk of said Court which reads in the words and figures following to wit:

Court of Common Pleas Union County Ohio.

Petition, The said H. B. Reed & his wife Sarah A. Reed of Union County Ohio Represent that Darwin G. Ellis died intestate Seizen in fee Simple of the following real Estate Situate in the County of Union & State of Ohio described as follows Viz: Part of Survey No. 6420 Beginning at two Beeches & an ash in the South line of said Survey 170 Poles S 80 W from the S. E. Corner of the Survey thence N 10 W 114 Poles to a Sugar & Locust Beech, thence N 80 E 84 3/4 Poles to a Stake Corner to Richard Fontes land thence with his his line S 10 E 114 Poles to a Stake in the Survey line & another of Fontes Corners thence with said line S 80 W 84 3/4 Poles to the Beginning Containing 60 acres Book 5 Page 374 — Also Another tract in same Survey, described as follows Viz: Beginning at the N. W. Corner of said Survey, thence S 10° E 114 Poles to two hickories and Elm thence N 80° E 24 Poles to a Stake thence N 10° W 114 Poles to a Stake in the line of the Survey 6596 thence S 80° W 24 Poles to the Beginning, Also another lot in same Survey, Beginning 121 Poles N 80° E from the Beginning of the last above lot, thence S 10° E 114 Poles to a Stake, thence N 80° E 49 Poles, to a Sugar, Elm & Beech, thence N 10° W 114 Poles to two Beeches & Elm in the line of Survey No. 6596, thence with said line S 80 W. 49 Poles to the Beginning containing in the last two lots 52 acres, but Excepting therefrom 16 acres, Conveyed to Samuel Haring leaving the D. G. Ellis'

farm aforesaid containing 96 acres more or less, That said land descended to the following chil-
dren & heirs of said David C. Ellis subject to the dower interest therein of said Mary Louisa Ellis
his widow, to wit the Petitioner Sarah A. Reed one ninth part undivided, To Persis married to
Samuel Harris of Putnam County Ohio one ninth thereof, To Lydia A. Ruling intermarried
with Solomon Ruling of the State of Michigan one ninth thereof, To Martha Ann intermarried with
David Gordon one ninth thereof and residing in Franklin County Ohio, To Matilda intermarried
with Jefferson B. Gordon of Union County Ohio one ninth thereof, To Freemiah S. Ellis of Union County
Ohio one ninth, To Union Ellis a minor of Union County Ohio one ninth thereof, To John & Benjamin
C. Ellis minors Each one ninth thereof, That Petitioners being tenants in common with said other heirs
of said David C. Ellis dec'd, is entitled to have Partition thereof & hold their ninth thereof in severalty
That the Estate of said David C. Ellis is not yet Settled & Samuel Woodburn is the Administrator thereof but the Personal Estate is amply Sufficient to pay the debts of said Estate
Therefore the Petitioners ask Partition of said real Estate according to law

Robinson & Robinson Attys for Petitioners

Thereupon to wit On the 4th day of January A.D. 1868 the following writ of Summons was issued by the Clerk of said Court which with the Endorsement of the Sheriff thereon reads as follows to wit

Summons — The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify Mary Louisa Ellis, Freemiah S. Ellis, Union Ellis John Ellis Jefferson B. Gordon Matilda Gordon and Benjamin C. Ellis that they Et als, have been Sued by H. B. Reed and Sarah A. Reed in the Court of Common Pleas of Union County and that unless they Answer by the 1st day of February A.D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 13th day of January A.D. 1868 witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 4th day of January A.D. 1868. Taber Randall Clerk

Sheriffs Return — Endorsement of the Sheriff thereon, Rec'd this writ Jany 4th 1868, Served January 8th 1868 by delivering to Each of the defendants a certified copy of this writ, Fees $6.77. S. B. Shipley Sheriff

Summons — And On said 4th day of January A.D. 1868 the following writ of Summons was issued to the Sheriff of Putnam County Ohio which reads, The State of Ohio Union County ss. To the Sheriff of Putnam County, You are Commanded to Notify Samuel Harris & Persis Harris that they Et als have been Sued by H. B. Reed and Sarah A. Reed in the Court of Common Pleas of Union County & That unless they Answer by the 1st day of February A.D. 1868 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 13th day of January A.D. 1868 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 4th day of January A.D. 1868. Taber Randall Clerk

Return of the Sheriff. Rec'd Jan 5th 1868, the within named Samuel Harris and Percy Harris not found in my Bailiwick Fees $ 3.00. W. H. Carlen Sheriff Sheriff Putnam Co, Ohio

Afterwards the following Answer of John B. Coats Guardian ad-litem was filed Feb. 4th 1868 in the Clerk of said Court which reads as follows to-wit

Answer — H. B. Reed & wife vs Mary Louisa Ellis & Others — Court of Common Pleas Union County Ohio. Now comes Union Ellis John Ellis and Benjamin Ellis minor defendants by John B. Coats their Guardian ad-litem and for answer to said Petition say that asking the Protection of the Court in all of their legal rights they deny the several allegations of said Petition. John B. Coats

Thereupon to wit on said 4th day of February A.D. 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following to-wit

Entry — H. B. Reed & wife vs Mary Louisa Ellis & Others — This day the Court being fully advised in the premises do find that due notice hath been served on all the defendants Except Samuel Harris & Persis Harris who have waived

Service, Answer & Entry

Writ of Partition

Mary Louisa Ellis & Others

Service, and do return by appointment John B Coats Esq the Guardian ad-litem of Union Ellis John Ellis and Benjamin Ellis minor who appeared and accepted said appointment and filed his answer according to law, and thereupon the Court being fully advised in the premises do find the Petitioners are Entitled to Partition of said premises as set forth in this petition. It is therefore Considered, Ordered and Adjudged by the Court that a writ of Partition issue to the Sheriff of this County Commanding him by the Oaths of C. S. Mowry H. D. Ward & William Thompson two disinterested freeholders of the Vicinity he first duly sworn to set off and assign to Mary Louisa Ellis as widow in said premises the full One third of the land in said petition mentioned and that by the like Oaths of said freeholders he set off and assign to the Petitioners the One ninth of said premises subject to said dower 2d To Persis Harris wife of Samuel Harris One ninth subject to said dower 3d To Lydia Ruling wife of Solomon Ruling One ninth 4th To Martha Jane Gordon wife of David Gordon One ninth 5th To Matilda Gordon wife of Silas B Gordon One ninth 6th Jeremiah S Ellis One ninth 7th To Union Ellis One ninth 8th John Ellis One ninth 9th Benjamin Ellis One ninth and that he report his proceedings at this term of Court

Afterward to wit On the 11th day of February A.D. 1868 the following Entry was made in the Journal of the said Court of Common Pleas within and for the County of Union which reads as follows to wit

Entry

H. B. Reed & Wife vs. Mary Ellis' Et Als — Partition. On Motion to the Court by Robinson and Robinson Counsel for petitioners and On procuring the proceedings of the Sheriff and the report of the Commissioners herein before appointed and the same being Examined It is Ordered that said proceedings and report be and the same are hereby confirmed and that said widow Stand Endowed of the real Estate set off and assigned to her by said proceedings, and that the said Union Ellis, Jeremiah S. Ellis John Ellis and Benjamin D. Ellis Stand seized of the lot assigned to them respectively, and it appearing that the lot of 34 64/100 acres assigned to the remaining heirs cannot be divided amongst them and that the 32 acres lot assigned as dower cannot be divided amongst all of said heirs of D. Ellis. And said Commissioners have appraised the same and neither party Electing to take either of said lots at the appraisement It is Ordered and Adjudged by the Court that an Order of Sale issue to the Sheriff Commanding him to advertise and sell said lot of 34 64/100 acres and said 32 acres subject to said dower claim and report his proceedings at the next term of this Court to which time this cause is Continued

And afterward to wit On the 4th day of May A.D. 1868 the following Entry was made upon the Journal of said Court which reads as follows to wit

Entry

H. B. Reed & Wife vs. Mary Louisa Ellis' — This day Came Solomon & Lydia Ruling & David & Gordon & wife and moved the Court to set aside the Order of Sale herein before made and the Order Confirming the proceedings of the Commissioners herein before made, and thereupon the Court being fully advised in the premises do hereby set aside said Orders and do Order that another writ of Partition issue to said Sheriff Commanding him to assign dower and make Partition of said lands in the same manner as herein before Ordered by the Oaths of the same freeholders as herein before named and return his proceedings for their Oaths

And On the 5th day of May A.D. 1868 the following Order of Partition was issued by the Clerk of said Court which reads in the words and figures following to wit

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of Union County Greeting You Command You that without delay by the Oaths of C. S. Mowry H. D. Ward & William Thompson, You cause Mary Louisa Ellis widow of David C. Ellis late of said County of Union deceased to be Endowed of One full third part of the following real Estate Situate in the County of Union aforesaid, described as follows, Part of Survey No. 6420 Beginning at two Beeches & an Ash in the South line of said Survey 170 Poles 80° W. from the S. E. Corner of the Survey thence N 10° W 114 Poles to a Sugar, Elm & Beech thence S 80° E. 84 3/10 Poles to a Stake Corner to Richard Foulks land thence with his line S 10° E 114 Poles to a Stake in Survey line and another of Foulks Corner

thence with said line S 80° W 89¾ Poles to the Beginning containing 60 acres, Also another tract in the same Survey described as follows viz: Beginning at the N. W. Corner of said County thence S 10° E 114 Poles to two Hickories and Elm thence N 80° E 24 Poles to a Stake thence N 10° W 114 Poles to a Stake in the line of the Survey No. 6596, thence S 80° W 24 Poles to the Beginning Also another lot in same Survey Beginning 131 Poles N 80° E from the Beginning Corner of the last above described lot thence S 10° E 114 Poles to a Stake, thence N 80° E 49 Poles to a Sugar Elm & Buck thence N 10° W 114 Poles to two Beeches and Elm in the line of Survey No. 6596 thence with said line S 80° W 49 Poles to the Beginning containing in the last two Pieces 52 acres but Excepting there from 16 acres conveyed to Samuel Harris leaving the said D. C. Ellis Dower aforesaid 76 acres more or less, And also in like manner and by the Oaths of the same A. S. Mowry N. L. Wood & William Thompson you Comm. Partition to be made of the same lands subject to said Dower Estate among the following Persons and in the following proportions to wit 1st To the Petitioner Sarah A. Reed wife of H. B. Reed the One Ninth Part 2d To Persis Harris wife of Samuel Harris one ninth part 3d To Lydia Ruling wife of Solomon Ruling One Ninth Part 4th To Martha Jane Gordon wife of David Gordon One ninth part 5th To Matilda Gordon wife of Jefe B. Gordon One ninth part 6th To Jeremiah S. Ellis One Ninth part 7th To Union Ellis One ninth part 8th To John Ellis One ninth part 9th To Benjamin Ellis One Ninth Part, In Pursuance of an Order Lately made in Our said Court of Common Pleas within and for said County of Union wherein H. B. Reed & Sarah A. Reed his wife are Petitioners & Mary L. Ellis & Persis Harris & Samuel Harris, Lydia Ruling & Solomon Ruling, Martha Jane Gordon & David Gordon, Matilda Gordon & Jefe B. Gordon Jeremiah S. Ellis, Union Ellis John Ellis & Benjamin Ellis are defendants, And that you proceedings in the premises you distinctly certify under your hand to Our said Court of Common Pleas within and for the County of Union together with this writ, Witness Tabor Randall Clerk of said Court of Common Pleas this 5th day of May A. D. 1868 Tabor Randall Clerk

D. B. Sheff's Return — The following is the Endorsement of the Sheriff on said Order of Partition, I have Executed this writ by the Oaths of the within named Commissioners whose Report is herewith returned May 7th 1868 Fee 10.00

D. B. Shelpley Sheriff

Report of Comm'rs — The following is the Report of the Commissioners named in the above writ of Partition and returned by the Sheriff with said writ to — wit

H. B. Reed & others vs. Court of Common Pleas Union County Ohio Partition

To the Commissioners appointed in this Cause to assign Dower to Mary Louisa Ellis — Mary Louisa Ellis widow of D. C. Ellis late of the said County of Union in the Real Estate described in the writ herewith filed and to make Partition of the same lands, Subject to said Dower Estate, having been duly qualified and upon actual view of the premises, do assign to the said Mary Louisa Ellis for her Dower Estate so much of said lands as are contained within the following limits, Part of Survey No 6420, Beginning at a Stone, two Beeches & ash in the South line of said Survey (170 Poles S 80° W from the South East Corner of the Survey) and South East Corner to John Robinson, thence with the South line of said Survey N 80° E 84 3/10 Poles to a Stake Corner to Henry Lamb, thence with his line N 10° W 40 64/100 Poles to a Stake, thence S 80° W 34 48/100 Poles to a Stake thence N 10° W 34 48/100 Poles to a Stake thence S 80° W 49 82/100 Poles to a Stake in the East line of said John Robinson thence with said line S 10° E 75 12/100 Poles to the Beginning Containing 32 acres more or less

And we do set off and assign to Benjamin Ellis, the following described lot, Part of Survey No 6420 Beginning at a Stake in the East line of a lot of 60 acres divided by Samuel Shepherd to D. C. Ellis and 40 64/100 Poles N 10° W from the South East Corner, thence with said line N 10° W 34 48/100 Poles to a Stake Corner to John Ellis, thence with the South line of John Ellis and Union Ellis S 80° W 34 48/100 Poles to a Stake thence S 10° E 34 48/100 Poles to a Stake thence N 80° E 34 48/100 Poles to the Beginning Containing 7 4/10 acres more or less

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Martha J. Gordon — And we do
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D. C. Ellis
Matilda
Gordon in
to a Stake in
South line
And we do

Jeremiah S. Ellis

And we do Set off and assign to Jeremiah S. Ellis the following discribed lot, Beginning at a Stake (Sugar Lynn and Beech) gone North west Comer to a lot Containing 60 acres deeded by Samuel Shephard to D. C. Ellis thence with the west line of said lot S 10° E 35 6/10 Poles to a Stake thence S 80° E 28 4/10 Poles to a Stake Comer to Union Ellis thence with his line N 10° W 39 68/100 Poles to a Stake in the North line of said 60 acre lot thence with said line S 80° W 28 4/10 Poles to the Beginning Containing 7 acres Part of Survey No. 6420, Excepting therefrom the lot given as a Grave yard, And we do Set off and assign to Union Ellis the following discribed lot

Union Ellis

Part of Survey No. 6420, Beginning at a Stake North East Comer to Jeremiah S Ellis in the north line of a lot 60 acres deeded by Samuel Shephard to D. C Ellis Thence with said line S 80° E 27 97/100 Poles to a Stake Comer to John Ellis, Thence with his line S 10° E 37 68/100 Poles to a Stake in the North line of Benjamin Ellis, Thence with his North line And Passing his North west Comer S 80° W 27 97/100 Poles to a Stake North East Comer to Jeremiah S Ellis, thence with his East line N 10° W 39 68/100 Poles to the Beginning Containing 6 88/100 Acres More or less

John Ellis

And we do Set off and assign to John Ellis the following discribed lot Beginning at a Stake North East Comer to a lot Containing 60 acres deeded by Samuel Shephard to D. C. Ellis thence with the North line S 80° W 27 97/100 Poles to a Stake Comer to Union Ellis, thence with his line N 10° E 39 68/100 Poles to a Stake in the North line of Benjamin Ellis, thence with said line N 80° E 27 97/100 Poles to a Stake North East Comer to said Benjamin Ellis and in the East line of said 60 Acre lot, Thence with said line N 10° W 39 68/100 Poles to the Beginning Containing 6 88/100 acres More or less Part of Survey No. 6420

Sarah A. Reed

And we do Set off and assign to Sarah Ann Reed wife of O. B. Reed the following discribed lot Beginning at the Beeches and Elm in the North line of Survey No. 6420, And North west Comer to D. Michaels thence with his west line S 10° E 15 6/10 Poles to a Stake Comer to the lot assigned to Persis Harris, thence with the North line of said lot S 80° W 66 66/100 Poles to a Stake Comer to said lot in the Center of the Marysville and Dublin Road, thence with said road N 34° W 17 37/100 Poles to a Stake in the Center of said road and in the North line of said Survey No. 6420, thence with said line N 80° E 73 6/10 Poles to the Beginning Containing 6 84/100 Acres More or less Part of Survey No. 6420,

Persis Harris

And we do Set off and assign to Persis Harris wife of Samuel Harris the following discribed lot Beginning at a Stake South East Comer to the lot assigned to Sarah Ann Reed And in the West line of D. C. Michaels thence with his line S 10° E 17 4/100 Poles to a Stake North East Comer to the lot assigned to Lydia Ruling thence with the North line to said lot S 80° W 58 86/100 Poles to a Stake Comer to said lot assigned to Lydia Ruling in the Center of the Marysville and Dublin Road thence with said road N 34° W 19 08/100 Poles to a Stake Comer to said lot assigned to Sarah Ann Reed thence with the South line of said lot N 80° E 66 66/100 Poles to the Beginning Containing 6 84/100 Acres More or less Part of Survey No 6420

Lydia Ruling

And we do Set off and assign to Lydia Ruling wife of Solomon Ruling the following discribed lot, Beginning at a Stake South East Comer to the lot assigned to Persis Harris in the west line of D. C. Michaels thence with his line S 10° E 20 17/100 Poles to a Stake North East Comer to the lot assigned to Martha I. Gordon Thence with the North line of Her lot S 80° W 49 87/100 Poles to a Stake Comer to Martha I. Gordon in the Center of the Marysville and Dublin road thence with said road N 34° W 22 Poles to a Stake Comer to the said lot assigned to Persis Harris, thence with the South line of said lot N 80° E 58 86/100 Poles to the Beginning Containing 6 84/100 Acres More or less Part of Survey No. 6420

Martha I. Gordon

And we do Set off and assign to Martha Jane Gordon wife of David Gordon the following discribed lot Beginning at a Stake South East Comer to the lot assigned to Lydia Ruling in the west line of D. C. Michaels thence with his line S 10° E 24 64/100 Poles to a Stake North East Comer to the lot assigned to Matilda Gordon, thence with the North line S 80° W 38 8/10 Poles to a Stake Comer to said Matilda Gordon in the Center of the Marysville and Dublin road thence with said road N 34° W 27 Poles to a Stake in the Center of said road and Comer to the said lot assigned to Lydia Ruling thence with her South line N 80° E 49 88/100 Poles to the Beginning Containing 6 84/100 Acres More or less Part of Survey No 6420

And we do Set off and assign to Matilda Gordon wife of Dixie B. Gordon the following discribed lot

Matilda Gordon

Beginning at a Stake (Sugar Beech and Lynn Corn) North East Corner to Wm Robinson thence with his North line S 80° W 22 4/10 poles to a Stone in the Center of the Marysville and Dublin road, thence with the Center of said road N 34° W 40 8/10 poles to a Stake South West Corner to the lot assigned to Martha D Gordon thence with her South line N 80° E 38 2/10 poles to a Stake South East Corner to said Martha D Gordon in the West line of Wm Michaels thence with his line S 10 E 37 poles to the Beginning containing 7 27/100 acres more or less Part of Survey No 6420, Excepting about 1/4 of an acre used as a burying ground in the South East Corner of said lot, Given under our hands and Seals this 7th day of May 1868

Andrew L Mowry (Seal) D L Wood (Seal) Wm Thompson (Seal) Commissioners

Entry

Came on to be heard on the 18th day of May A D 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following to wit

H B Reed and Wife
vs
Mary Louisa Ellis

This Cause Came Duly to be heard on the motion to Confirm the Assignment of Dower and the Partition made by the Commissioners on the Order of Sale during this Term of Court, whereupon the Court being fully advised in the premises do find the said proceedings all in Conformity to the law, and Therefore do Confirm and approve the Same, and it is further Ordered that the said Mary Louisa Ellis be and remain Endowed of the 32 acres of land assigned her and that Each of the said heirs of David Ellis deceased hold in Severalty the part of said land in the petition described which was assigned to & Set off to them respectively in the report and plat filed by the Sheriff and said Commissioners in Partition and that the said 32 acres assigned as dower remain undivided until

the death of said Widow, It is further Ordered that the Cost and Expenses of this proceedings including an Attorneys fee of $ 50 cts to Robinson & Robinson be paid by the heirs of Said Ellis deceased in Said petition mentioned in Equal portions, and the Said moiety of Said Cost and Expenses is hereby made a lien on Each one of the Said lots assigned to Said heirs respectively & in default of Payment by Either for ten days an Order of Sale is hereby Commanding the Sheriff to appraise advertise and Sell the lot of Such party in default to pay his share of Said Cost and Expenses

Attest Tabor Randall Clerk

Abner Powers & Samuel Van Ardmr. } Pleas before the Hon. D. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court Room in Marysville for this County for the County of Union in the State of Ohio on the 27th day of May A.D. 1868. Hereto for to wit On the 18th day of May

Petition A.D. 1867 the following Petition was filed with the Clerk of Said Court which reads as follows to wit

Abner Powers Plaintiff
against
Cornelius S. Bryant Admr. } Court of Common Pleas
of Silas G. Strong Defendant } Union County Ohio

Petition, The Plaintiff Abner Powers Now Comes & says that he was One of the Administrators of the Estate of Silas G. Strong deceased appointed at Hancock County Illinois when the Said Strong Resided up to the time of his decease Plaintiff says that the Said Silas G. Strong and Plaintiff were Partners in Business at Navoo Illinois at the time of the death of Said Strong. Plaintiff further says that the Said firm of Strong & Powers Consisting of the Said Silas G. Strong and Abner Powers the Plaintiff was indebted to the Amount of Fifteen Hundred and Fifty Seven & 60/100 Dollars, and Plaintiff says that he paid the whole of Said debt, which the Said Strong Should have Paid One half thereof and Plaintiff says that he had paid for Said Strong an individual debt Marked No 13 in the Statement A amounting to Ninety four & 20/100 Dollars making the Amount due from Said Strong to Plaintiff Eight Hundred and twenty Six & 80/100 Dollars ($826.80) and Plaintiff further says that he presented his Said account against Said Silas G. Strong to the County Court of Hancock County Illinois for allowance according to law the laws of that State, and that Said account was allowed to him by Said Court on the 6th day of December 1864, and an Order Entered upon the Records thereof Showing Said allowance, a Copy of which duly certified is herewith filed and (marked "A") Plaintiff further says that Said account of $826.80 was allowed to Plaintiff as Such Administrator in his Settlement, and that on the Said 6th day of December 1864 a Special Administrator was appointed by Said Court on the Estate of Said Silas G. Strong according to the laws of Illinois to wit One David E. Reed, and the following is a Copy of the Entry on the Records of Said Court to wit, "It is Ordered that the following Claim be allowed and classed against Said Estate as follows 1st Abner Powers account 4th Class $ 826,80 as Shown by a transcript from the records of Said Court herewith filed as aforesaid and (marked ("A") Plaintiff further says that in his Said Settlement as Said Administrator with the Said County Court of Hancock County Illinois Said Court Disallowed him all of his Said account Except Four Hundred and Sixty Six 66/100 Dollars as Shown by a transcript of the Orders of Said Court herewith filed marked (B) whereby it is Shown that the Said Silas G. Strong was on the Said 6th day of December 1864 by the Order and judgment of Said Court indebted to the Plaintiff in the balance of Said Four Hundred and Sixty Six 66/100 dollars. Plaintiff further says that Since the

ts interest Since Said 6th day of December 1864 Still remains fully due and unpaid to him from Said Estate of Silas G Strong dec'd, Plaintiff further avers that Said Estate of Silas G Strong So far as Plaintiff can ascertain has Settled in Hancock Co. Illinois as Shown by transcripts marked (B). But Plaintiff avers that certain effects belonging to Said Estate were found in Union County Ohio, and that the Defendant Cornelius G Hamilton was appointed Administrator to collect and Settle the Same by the Probate Court of the last named County, and Plaintiff avers that effects came to the hands of Said Hamilton to the amount of near Eight Hundred Dollars, and Plaintiff presented his Said account to Said Hamilton as Such Administrator for Allowance on the 15th day of May 1867 which the Said Administrator rejected Plaintiff Says there is due to him from Said Cornelius G Hamilton Administrator of the Said Estate of Silas G Strong the Said Sum of Four Hundred and Sixty Six 66/100 Dollars with interest Since December 6th 1864, for which the Plaintiff asks judgment

P. B. Cole Plaintiffs Attorney

Abner Powers Plaintiff
vs.
Cornelius G Hamilton Admr. of Silas G Strong dec'd
December 6th 1864

Issue a Summons returnable according to law, Endorse Suit Brought to recover the Amount of an account against Said Estate, and Against $466.66 with interest from

P. B. Cole Atty for Plaintiff

Abner Powers
vs.
Cornelius G Hamilton Admr. of Silas G Strong dec'd

P. B. Cole being Sworn Says that he is the Attorney for Said Plaintiff in this action, He Says that he believes the Statements of Said Petition are true, and that Said Plaintiff is a resident of Ohio which is the reason why Affiant makes this Verification

P. B. Cole

Sworn to and Subscribed before me May 18 1867 Tabr Randall Clerk

Thereupon the following writ of Summons was issued by the Clerk of Said Court which reads The State of Ohio Union County ss To the Sheriff of Union County, You are commanded to notify C. G. Hamilton Administrator of the Estate of Silas G Strong dec'd that he has been Sued by Abner Powers in the Court of Common Pleas of Union County and that unless he answer by the 15th day of June A D 1867 the Petition of the Said Plaintiff against him filed in the Clerks Office of Said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 27th day of May A D, 1867 Return Tabr Randall Clerk of Said Court and the Seal thereof at Marysville this 18th day of May A D, 1867 Tabr Randall Clerk U.C.P.

Acknowledge the Service of the within Summons C. G. Hamilton

Afterward to wit On the 25th day of June A D 1867 the following Answer of C. G. Hamilton was filed with the Clerk of Said Court which reads as follows to-wit

Abner Powers Plaintiff
vs.
C. G. Hamilton Admr of S. G. Strong dec'd Defendant

In the Court of Common Pleas of Union County Ohio

Answer. The Defendant C. G. Hamilton Admr &c. of Silas G Strong dec'd comes and for Answer to the Petition of Plaintiff against him filed Says 1st That he has had no opportunity to ascertain whether it be true and has no information or knowledge whereby he can form an opinion or belief. Except from the papers On file in this Case and therefrom he denies that the Estate of Silas G Strong is indebted to the Plaintiff in Said Sum of $466.66/100 or in any other Sum whatever 2 The Defendant for further Answer Says that Said pretended claim of Abner Powers against the Estate of Silas G Strong dec'd, was barred by the Statute of Limitations of the State of Illinois long prior to the time of the Commencement of this action and long prior to the time of its alleged allowance by the County Court of Hancock County Illinois, because the Same was not presented to or allowed by Said Court within Eight years from the date of taking Out letters of Administration On the Estate of Silas G Strong dec'd,

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in Said State of Illinois when the Said Strong resided at the time of his death And when the Said Plaintiff Abner Powers resided, And Said Claim was not presented to or allowed by Said Court within Eight years of the time at which Credits against Said Estate were Notified to present their claims for allowance by Said Court, Said Strong having died in the year 1852 And letters of Administration having been Granted to Abner Powers And M. D. Laing soon after that date in Said State of Illinois 3rd For further Answer to the petition of the Plaintiff Defendant Says that Said Cause of Action Set forth in the petition of the Plaintiff did not accrue within Six years before this Action was Commenced, Wherefore Defendant asks that he may be allowed to go hence and recover of the Plaintiff his Costs in this behalf, M. Lawrence Atty for Deft"

The State of Ohio Union County ss. C. S. Hamilton Defendant being Sworn Says that he believes the Statements Made and Allegations Contained in the foregoing Answer to be true, C. S. Hamilton Sworn to by C. S. Hamilton before me and Signed by him in my presence this 28th day of June 1867

Tabor Randall Clerk

Of Record in said Court on the 11th day of February A. D. 1868 the following Entry was Made upon the Journal of Said Court which reads as follows to-wit

Entry Abner Powers Plaintiff
vs
C. S. Hamilton Admr } Suggestion of Death of Defendant
of Silas G. Strong } Motion for new Parties Defendant

And of Record in said Court on the 27th day of May A. D. 1868 the two following Entries were Made upon the Journal of Said Court which read in the words and figures following to-wit

Abner Powers
vs
Entry Cornelius Hamilton Admr } This day Marcenas C. Lawrence as Administrator
of Silas G. Strong dcsd } De bonis non of Silas G. Strong dcsd, appeared in Open Court, was Made a Defendant in the above action in the Place of C. S. Hamilton late Admr now dcsd"

Abner Powers
vs
Entry Marcenas C. Lawrence Admr" } This day came the parties by their Attorneys and Submitted this Cause to the Court upon the issues joined and the Court being fully advised in the premises do find that Said Defendant as Administrator De bonis non of Silas G. Strong dcsd" is indebted to the Plaintiff in the Sum of Five Hundred and four dollars Therefore it is Considered that the Said Abner Powers Plaintiff recover against the Said M. C. Lawrence as Administrator De bonis non as aforesaid the Sum of Five Hundred and four dollars his debt aforesaid, And also his Costs in this behalf Expended to be levied of the Goods and Chattels which were of the Said Silas G. Strong at the time of his death - And in the Hands of the Said Marcenas C. Lawrence as Administrator De bonis non as aforesaid yet to be Administered

Attest Tabor Randall Clerk

James Magahey } Pleas before the Hon L. S. Conklin Presiding Judge at a Court of Common Pleas
vs } begun and Held at the Court House in Marysville within and for the County of
John Moyes } Union in the State of Ohio On the 25th day of May A. D. 1868

Came to Hand to wit On the 28th day of Sept A. D. 1867 the following petition was filed on the Docket of Said Court which reads as follows to wit

Petition James Magahey Plaintiff } Court of Common Pleas Union County Ohio Petition
vs } The Said Plaintiff Complaining of the Said Defendant for
John Moyes Defendant } this that about the 10th day of October 1866 the Said

defendant Entered into an agreement with the Plaintiff that if the Plaintiff would buy a team of Oxen of William Wood the defendant would Sign as his Security on the note to be given therefor and would furnish hauling of Cooper Stuff in such large amounts as to keep them Engaged during the fall and winter by which he would be Enabled to pay said note and in consideration of said promise on the part of the defendant the Plaintiff bought of said Wood a team of Oxen and Gave his note with the defendant as his Surety for the Sum of Two Hundred and twenty five dollars and (thirty) accepted promptly to haul Cooper Stuff for said defendant as follows to wit From Cassins woods 7420 at $4.50 37,20 From Woods and Phillips 23914 at $4.00 135,66, From Sabins Woods 30395 at 4,50 = 136,78 From Beams woods 700 at 3,50 = 2,35 From Cornelius Fish 12500 at 4,00 = 51,00 From Browings Woods 1300 at 3,00 3,90, Total $366, 89
and Sag an Acct a Copy of which is here to attached 76, 39
That the defendant falsely represented to the Plaintiff that he had much more Cooper Stuff to haul than he in fact had and deceived the Plaintiff and did not furnish the Plaintiff with hauling as he agreed to do whereby the Plaintiff was thrown out of Employment and became unable to pay said Note and was damaged thereby in the Sum of One Hundred and Seventy Five Dollars, Second That afterward about the 1st of January 1867 the said Note became due & the said County took it up and then fraudulently & falsely represented to the Plaintiff that if he would give to defendant his note for the amount of the same and interest and Give him a Chattel Mortgage on his team &c, to Secure the same, he would pay him the Plaintiff for what work he had done and Settle the damages by him Sustained by reason of his not furnishing hauling as before mentioned, by furnishing him with a Shingle cutting machine & Stuff to make Shingles for the winter following said Jany, 1 1867, whereby he might have Employment with his team & Boys and make profit and wages to pay said note and for the Sums of money But the Defendant having procured a Shingle cutting machine refused to allow the Plaintiff to use it and refused to furnish to him Stuff to work to make Shingles & refused to furnish him Employment in any manner wholly without cause, although the Plaintiff demanded and Expected him to comply with the said agreement, That by reason of said promises of the defendant, the Plaintiff Gave his note to the defendant for the amount of said principal and interest due on the note Given as aforesaid to Wm Wood and to Secure the Payment of the Same Gave him a Mortgage on his team, That the defendant from that time forward and hath wholly refused to pay the Plaintiff for what he had done as aforesaid & refused to furnish him with said machine & Material for making Shingles, and refused to furnish him or his team with work whereby he hath been damaged in the Sum of One hundred and fifty Dollars
Wherefore the Plaintiff asks judgment against the said defendant for the Sum of One hundred and Eighty five dollars balance due him for the hauling done as aforesaid and the Sum of one Hundred and Seventy five dollars damages Sustained by the reason of the failure to furnish a Shingle machine & materials to manufacture Shingles as aforesaid
Robinson & Robinson attys for Plaintiff

The State of Ohio Union County ss, D James McGahey being duly Sworn do Say the foregoing above allegations are true as I believe
James McGahey
Sworn to before me and Signed in my presence this 29th of Aug 1867 Taber Randall Clerk &c
Issue Summons and Endorse Suit for $185 balance on Acct for work & for $320, for Breach of Contract
Robinson & Robinson attys for Plaintiff

Summons
The State of Ohio Union County ss, To the Sheriff of Union County You are Commanded to Notify John Mayer that he has been Sued by James McGahey in the Court of Common Pleas of Union County and that unless he answer by the 7th day of October A D 1867 the petition of the said Plaintiff against him filed in the Clerks Office of said Court Such petition will

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for Taken & him and judgment rendered accordingly, You will make due return of this Summons
On the 7th day of October A D 1867 before Saba Randall Clerk of said Court and the
Seal thereof at Marysville this 28th day of September A D 1867 Saba Randall Clerk By P
Return Sheriffs return upon said writ, Rec'd Sept 28/67 Served Oct 3 '67 by delivering to the Def
endant a certified copy of this writ Fee $ 2.27 R. B. Whelpley Sheriff
Affidavit for writ On the 21st day of October A D 1867 the following affidavit was filed
in the Clerks of said Court which reads in the words and figures following to wit
Common James Magahey Plaintiff } Court of Common Pleas Union County Ohio
Against } Answer The defendant comes and for answer says
John Meyer Defendant } that he denies Each and Every allegation set forth by Plaintiff
in his petition Except as herein after set forth, The defendant says that Plaintiff Purchased
a Team of Oxen of Wm Wood and that he joined with Plaintiff in Said note as Surety on the
same, The defendant says that Said note became due On the 1st day of January 1867 and to
Secure the Payment of Said note Plaintiff gave to Defendant a Chattle Mortgage On or
about the first of January 1867, On two brown two cows and One Wagon, which Mortgage
became absolute on the first day of July 1867, The defendant says that he paid Said note
to Wood, The defendant says that Plaintiff hauled Stone for him but he does not
know the number of perches that he hauled, therefore denies that he hauled the number Stated by
Plaintiff in his petition, Second Ground of defence, The defendant for a Second
Ground of defence says that the Plaintiff James Magahey is indebted to him in
account of which the following is a true Copy Richwood Ohio
Date 1866 Sept 21 James Magahey Dr To John Meyer
To Cash $ 10.00 Oct 5. to cash $ 5.00 Oct 30. $ 10.00 1867 Feb 15 To Cash $ 2.00 March 5th $ 11.00
March 11 To Cash $ 11.00, March 27th $ 22.00, To Cash to Felix $ 3.00, To McCullen for Hauling $ 2.00
To Blake Co for Stove $ 42.92, To Shute Sons Shoring $ 3.35, To Talmadge $ 15.37 for Bread Cake &c &
Bakery $ 16.28, Taxes Paid $ 4.20, Sundries On Book account of Meyer & Bork, Purchased by Meyer 182.84
To Nine Sacks of Flour $ 10.80, Hauling 13000 Staves from Sabins $ 26.00, Cash to Graham for Hay 15.00
One Meat Bill $ 3.00 One Do, $ 4.00, To Simms to Haul Staves 4 days $ 2.00, July 1st To Two Cows 100.00
Amount $ 508.18, Wherefore defendant asks judgment against Said Plaintiff for the Sum of Five
Hundred & Eight & 18/100 Dollars with interest from the first day of July 1867, and Such other and
further relief as the Case demands Porter and Sterling Attys for Defts
State of Ohio Union County ss, John Meyer the defendant in the above Suit On Oath says
the facts Stated and allegations made in this foregoing Answer are true as he verily believes
John Meyer
Sworn to by John Meyer before me and Signed by him in my presence this 21st day of
October 1867 Saba Randall Clerk
And afterward to wit On the 9th day of November A D 1867 the following Entry was made upon
the Journal of Said Court which reads as follows to wit
Entry James Magahey } Court of Common Pleas Union County Ohio, By agreement of parties
vs. } in the above Suit this Cause is Submitted to the following named
John Meyer } Persons as Arbitrators Viz: John Sidle Hugh Roff & John
Cheney And this Cause is Continued
And On the 25th day of April A D 1868 the following Reply was filed with the Clerk of Said
Court which reads in the words and figures following to wit
James Magahey Plaintiff } Court of Common Pleas of Union County Ohio
vs. } The Said Plaintiff for reply to the Answer of Said defend
John Meyer } ant Says the Several allegations of Said Answer are not true Except as to the following items

Item 1st $10,00 Item 2 $3,00 Item 4th 2,00, Item 5th 11,00. Item 6th 11,00 Item 7th $22,00 Item 8th $3,00 of Item 9th $1,50, Item 10th $42,90, Item 11th $3.38, Item 12th $ 15,39. Item 14th $4,20, $7,20 of Item 18th. Item 19th $3,00, And all of Said Items are due and Thereon he asks judgment against the Defendant as he hath on his petition

Robinson and Robinson Attys for Plaintiff

The State of Ohio Union County ss. D. Nimus Megahey Plaintiff being duly Sworn as upon Oath Says the Several allegations of the foregoing petition are true as he believes

Nimus Megahey

Sworn to and Subscribed before me this 25th day of April 1868

C.M. Postle J.P.

And On the 25th day of May 1868 the following award of the Arbitrators Herein after appointed in this Cause was filed with the Clerk of Said Court which reads

Nimus Megahey Plff
vs
John Meyer Deft

award

Court of Common Pleas Union County Ohio

The Undersigned Arbitrators, Chosen & appointed by Said Court And Said Parties having in Pursuance of the Notice of Said Parties met this 25th of April 1868 at C.M. Postles in the Village of Richland Richwood in Said County and being duly Sworn diligently to Examine the matters & things Set forth in the petition, answer, and reply of the parties, Whereupon On hearing of the Evidence and being Satisfied in the premises we do decide and award that the Plaintiff recover of the Defendant as his balance due on the matters in dispute between them as aforesaid the Sum of Four Hundred and Seventy Six 78/100 Dollars and the Costs of this Action Witness Our hands and Seals this 25th of April 1868

John Sidle Seal Hugh Boyd Seal John Cheney Seal

And afterwards to wit On the 25th day of May A.D. 1868 the following Entry was made in the Journal of Said Court which reads as follows to wit

Entry

Nimus Megahey
vs
John Meyer

This Cause was Submitted to the Court on the award of the Arbitrators Herein Selected and appointed in this Cause and there upon the Court being fully advised in the premises do Confirm & approve of Said award of Four Hundred and Seventy Six & 78/100 Dollars in favor of the Plaintiff & against the Defendant rendered as aforesaid. It is therefore Considered, Ordered & adjudged by the Court that Said Plaintiff recover of the Defendant Said Sum of Four Hundred & Seventy Six Dollars and Seventy Eight Cents and his Costs herein Expended taxed &c

Attest Taber Randall Clerk

X

A.B. & H.B. Brooks
vs
Sherwood and Hendrix

Petition

Plea before his Honor D. Conklin Presiding Judge at a Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 25th day of May 1868 And on the 1st day of January A.D. 1868 the following petition was filed with the Clerk of Said Court which reads as follows to wit

A.B. Brooks, Alex Andrew Houston and H.H. Slade Partners doing Business Under the firm Name of A. & H.B. Brooks — Plaintiffs

Court of Common Pleas Union County Ohio

Rebecca L. Sherwood and Daniel Hendrix Partners doing Business Under the firm Name of Sherwood & Hendrix — Defendants

Petition

The Plaintiffs say that

this action is
of said Court
Petition
of $389,86
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Sworn to &
1868
D. H. B

Sherwood

Proof

Petition in
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Thereupon
H.B. Brooks
of A. & H.

Bond

Rebecca
Jim Crane
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was filed
H.B. Brooks

Affidavit of A. & H.

this action is founded upon an account for the unconditional payment of money only, a copy of said account with the credits thereto attached marked A. and made a part of this Petition. The Plaintiffs say there is due them on said account from the defendants the sum of $389.86 Three Hundred Eighty nine 86/100 Dollars, The Plaintiffs therefore ask judgment against the Defendants for the sum of $389.86 Three Hundred Eighty nine 86/100 Dollars

Foster & Sterling Attys. for Plaintiffs

State of Ohio Union County ss. Cyrus N. Eaton being Sworn says that he is the Authorized Agent of the above named D. & W. B. Brooks and is duly authorized in the premises, the affiant further states that the several allegations made in the foregoing petition are true as he believes

Cyrus N. Eaton

Sworn to before me by Cyrus N. Eaton and Signed by him in my presence this 10th day of January 1868

Tabor Randall Clerk

D. & W. B. Brooks Plaintiffs } Common Pleas
vs. } Union County Ohio
Sherwood & Hendrix Defendants } To Clerk

Praecipe

You will issue a Summons upon the above Petition in the above Cause returnable according to law. Endorse Suit on account Amount Claimed $389 86/100. Also issue an Order of Attachment in the above Suit in this County and Also Fairmont County Ohio

Foster and Sterling Attys for Plaintiffs

Thereupon the following undertaking was filed with the Clerk of said Court which reads

D. & W. B. Brooks Silas and Houston & W. H. Slade Partners Under the firm name of D. & W. B. Brooks

Plaintiffs } Court of Common Pleas
Against } Union County Ohio

Bond.

Hezekiah Sherwood & Daniel Hendrix Partners Under the firm name of Sherwood & Hendrix

Defendants } Undertaking

Whereas D. & W. B. Brooks have commenced a civil action against Sherwood & Hendrix in the Court of Common Pleas of Union County Ohio to recover the Sum of Three Hundred and Eighty nine 86/100 Dollars, and whereas the said D. & W. B. Brooks have applied to the Clerk of said Court by filing the necessary affidavit for an Order of Attachment to be issued in said action against said Sherwood & Hendrix Now therefore we D. & W. B. Brooks and S. Houston bind ourselves to the said Sherwood & Hendrix in the penal Sum of Five Hundred Dollars that the said D. & W. B. Brooks shall pay the said Sherwood and Hendrix all damages which they may sustain if the Order should have been wrongfully obtained D. & W. B. Brooks (Seal) S. Houston (Seal)

Approved by me this 10th January 1868 Tabor Randall Clerk

Filed upon said 10th day of January A. D. 1868 the following affidavit of Cyrus N. Eaton was filed in the Clerk of said Court which reads in the words and figures which follow)

D. & W. B. Brooks Silas and Houston & W. H. Slade Partners Under the firm name

Affidavit of D. & W. B. Brooks } Plaintiffs } Court of Common Pleas
Against } Union County Ohio
Hezekiah Sherwood & Daniel Hendrix Partners Under the firm name of Sherwood & Hendrix } Defendants } Affidavit

Cyrus N. Eaton being Sworn says that he is the Agent of the above named firm of D. & W. B. Brooks duly authorized in the premises he further makes oath that the said D. & W. B. Brooks have commenced an action in the Court of Common Pleas of Union County Ohio against the above named Sherwood & Hendrix to recover the Sum of Three Hundred and Eighty nine 86/100 Dollars now due and payable to the Plaintiffs from said Defendants, On an account for Goods and Merchandise before that time sold and delivered by Plaintiffs to Defendants at their request, That said Claim is just and that there is now justly due Plaintiffs on said account the said Sum of Three Hundred D)

Eighty Nine & 86/100 Dollars and Affiant believes the Plaintiffs ought to recover that amount of said Defendants, Affiant further makes Oath that said defendants have disposed of their property with the intent to defraud their creditors, Affiant further makes Oath that he has good reason to, and does verily believe that S. Philbrooks, D. M. Baker and I. McFish all of said County of Union are indebted to said Defendants to wit the said S. Philbrooks is indebted to Affiant as Affiant is informed & verily believes in the Sum of ($ 22.16) Twenty two & 16/100 Dollars, said D. M. Fish in the Sum of ($ 64.98) Sixty four & 98 Dollars with interest, and as to the said D. M. Baker Affiant is not informed as to the amount of his indebtedness to Defendants and further saith not. Sworn to & Subscribed before me this 10th day of January 1868. Taber Randall Clerk

Error Corrected

The above Affidavit should have been endorsed before the filing

And on said 10th day of January A.D. 1868 the following writ of Summons was issued by the Clerk of said Court which reads as follows to-wit

Summons

The State of Ohio Union County S.S. To the Sheriff of Union County You are commanded to Notify Sherwood & Hendrix that they have been sued by D. & W. B. Brooks in the Court of Common Pleas of Union County and that unless they answer by the 8th Day of February A.D. 1868 the petition of the said Plaintiffs as to them filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 20th day of January A.D. 1868, Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 10th day of January A.D. 1868

Taber Randall Clerk D.C.

Return of Sheriff

The following is the return of said Sheriff upon said writ

Rec'd this writ Jany 10th 1868, Served same date by delivering to Each of the Defendants a Certified Copy of this writ Fees $ 1.47

D. B. Shelpley Sheriff

Order Attachment

And thereafter to wit on said 10th day of January A.D. 1868 the following Order of Attachment was issued by the Clerk of said which with the return of the Sheriff thereon reads in the words & figures following to-wit

The State of Ohio Union County S.S.

D. & W. B. Brooks } Court of Common Pleas

vs.

Sherwood & Hendrix } To the Sheriff of the County of Union, You are commanded to attach and safely keep the lands tenements, goods, Chattels, Stocks or interest in Stocks, Rights, Credits, Moneys and Effects of the Defendants Sherwood & Hendrix not Exempt by law from being applied to the Payment of the Claim of the Plaintiffs D. & W. B. Brooks or so much thereof as will satisfy their Claim for One Hundred Eighty Nine & 86/100 Dollars and Forty Dollars the probable Costs of this action, You will also Notify S. Philbrooks D. M. Baker & I. McFish that they have been sued as Garnishees in this action and that they be and appear before our said Court on the 3d day of February next to make answer under Oath, to all questions that may be put to them touching the Property of Every description and Credits of the defendant in their possession or under their Control and all amounts owing by them to the Defendant whether due or not, You will make due return of this Order on the 20th day of January A.D. 1868 Witness my hand and Seal of said Court at Marysville this 10th day of January A.D. 1868

Taber Randall Clerk of the Court of Common Pleas Union County

Sheriffs Return The State of Ohio Union County S.S. Rec'd this writ Jany 10th 1868 and the same date I have attached in the Possession of E. D. Flynn and D. Glover Two Freeholders of Union County the following goods and chattels to wit Contained in the Schedule herewith attached belonging to the said Sherwood & Hendrix and have caused the same to be appraised according to law by said Freeholders under Oath at the Sum of $ 90.00 and have the same in my Possession Fees $ 5.34

D. B. Shelpley Sheriff

And afterwards to wit on the 15th day of January A.D. 1868 the following Answer was filed with the Clerk of said Court which reads as follows to-wit

W. B. Brooks
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Entry

Sherwood
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D. and W. B.
Having ex
the Petition
W. B. Brooks

W. B. Brooks, Alexander Houston, & W. H. Slade Partners Conducting Business in the name and firm of D. & W. B. Brooks — Plaintiffs — Court of Common Pleas Union County Ohio

Against

Jebediah Sherwood and Daniel Hendricks Partners Under the firm name of Sherwood & Hendricks — Defendants — Answer

In Answer to the Petition of Plaintiffs Defendants Jebediah Sherwood & Daniel Hendricks deny that there is due the Plaintiffs on Account the Sum of ($389.86) Three Hundred and Eighty nine Dollars and Eighty Six cents but say there is justly due Plaintiffs the Sum of $265.28, which Sum of Money Defendants tender and Expect to be able to Pay and confess judgment for the same Teia Randall & Gilbert Defts Attorneys State of Ohio Union County ss. Jebediah Sherwood being first duly sworn according to law Upon Oath says he is One of the firm of Sherwood & Hendricks & says that the allegations and facts Set forth in the foregoing Answer are true as he verily believes

Jebediah Sherwood

Sworn to before me and Signed in my presence by the Said Jebediah Sherwood this 15th day of January A.D. 1868

Teia & Randall Clerk

And On the 18th day of May, 1868 the following Motion was filed with the Clerk of this Court which is in the words and figures following to wit

Motion — W. B. Brooks, Alexander Houston and W. H. Slade Partners Conducting Business in the name of D. & W. B. Brooks — Plaintiffs — Court of Common Pleas, Union County Ohio

Against

Jebediah Sherwood and Daniel Hendricks Partners Under the firm name of Sherwood & Hendricks — Defendants — Motion

The Defendants Come and Move the Court to discharge the Attachment in the above Action for reasons Set forth in Affidavits On file, Teia Randall & Gilbert Defts Attys. And afterwards to wit On the 7th day of February A.D. 1868 the following Entry was made upon the Journal of Said Court which reads as follows to wit

Entry — D. & W. B. Brooks Plaintiffs — Court of Common Pleas Union County Ohio

Against

Sherwood & Hendricks

This day Came the Defendants by their Attorneys Randall and Gilbert and moved the Court to discharge the Attachment in this Cause issued against the property of them Defendants, The Motion was argued by Counsel and it was thereupon Ordered and Adjudged that the Attachment be discharged at the Plaintiffs Costs, with the Exception of the Costs made in the taking and filing of the Affidavits of G. H. Kupp — The Citizens of Goshen Township, Champaign County Ohio — of G. L. Baldwin, H. H. Robb, W. B. Barber and Others, The Costs made in taking the Affidavits last mentioned to be Adjudged to be paid by Defendants and Judgment Accordingly. It is Ordered that the Attached property be returned to Defendants, And On the 25th day of May the following Entry was made in the Journal of Said Court which reads as follows to wit

Entry — W. B. Brooks, Alexander Houston & W. H. Slade Partners doing Business Under the firm name of D. and W. B. Brooks — Plaintiffs — Court of Common Pleas Union County Ohio

Against

Entry — Jebediah Sherwood & Daniel Hendricks late Partners doing Business Under the firm name of Sherwood & Hendricks — Defendants

Now Comes the Plaintiffs D. and W. B. Brooks by their Attorneys and the Said Defendants Sherwood & Hendricks having withdrawn their Answer, and thereby being in default of Answer or Demurrer to the Petition of the Said Plaintiffs D. & W. B. Brooks it is Considered that the Said D. & W. B. Brooks Ought to recover the Said Sum of $389.26/100 as demanded in the Petition

It is therefore Considered Ordered and adjudged that the said J. & H. B. Brooks Recover of the said Defendants the said Sum of One Hundred and Eighty nine 89/100 Dollars together with their Costs Laid out

Attest Faber Randall Clerk

Morgan Savage
vs
The Trustees of M. E.
Church at Dover Ohio

Pleas before the Hon. J. L. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 13th day of November A.D. 1868. Heretofore on the 3d day of April A.D. 1868 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit.

Morgan Savage Plff
against
H.G. Rittenhouse Wm Shuler J.Y. Seven
& J.B. Norris Trustees of the Methodist Episcopal
Church of Dover Union Co. Ohio Defts

Court of Common Pleas
Union County Ohio
Petition.

Petition

The plaintiff says that on the 3d day of June A.D. 1867 the defendants entered into a verbal contract with the plaintiff which was in substance as follows. The plaintiff agreed & obligated himself to furnish the materials and build & deliver into the possesion of the defendants a frame Church building forty four feet in length by 32 feet in width, fourteen feet to the Square cornice, Oak joint Shingles put on lath, Cornice Sixteen inches wide, to have Six windows, same Size as those in the Baptist Church at Dover Ohio Seats to be two inches higher in the back than in said Baptist Church. Pulpit to be equal in value to the One in the said Baptist Church, in Case said defendants decide to have one put in, if not its value to be deducted from the Contract to be painted outside and plastered on the inside the whole to be done with good material & in good Substantial workman like manner. Also to put up a Belfry worth ($50) fifty dollars exclusive of rafters. In consideration of which said defendants agreed & obligated themselves to pay said plaintiff the Sum of Thirteen hundred & Ten dollars, 400$ when the work commenced & 400$ when the house was inclosed & 510 in Six weeks after the said house should be accepted & dedicated by said defendants House to be ready for use on or before the day of 1867

2. That thereafter and on or before the 29th day of november 1867 the plaintiff duly performed all of the conditions of said Contract on his part with the exception of the following particulars in relation to which to original contract was waived and modified by expres & mutual agreement of all parties plaintiff & defendants to wit. 1st That the hight of the back of the Seats above mentioned which were to be made two inches higher than those in said Baptist Church by mutual agreement of defendants & plaintiff were made an average of one inch higher than those in the said Baptist Church and said plaintiff was to make a deduction for the material & work. 3d That the Sum of five dollars would be a reasonable deduction to be made made from the price named in said contract for the difference in material and labor by varying said Contract as aforsaid

4 That according to the terms above mentioned in said Contract defendants

Ordered this plaintiff not to build a Pulpit in Said Church,

5th That the Sum of $15 dollars is a reasonable deduction to be made from the price to be paid by Said Original Contract for the Omision to build Said Pulpit.

6th That defendants failed to met their 1st first Second or third payments when due and accepted and dedicated Said Church building February 8th A.D. 1868,

7th the balance due this plaintiff on or before the 15th day of march 1868 after deducting the amounts above mentioned and the Sum of five hundred & ninety two dollars which was paid by these defendants to this plaintiff was Six hundred & ninety eight ($698) dollars with interest on the several payments according to the terms of the above mentioned contact which the plaintiff has requested the defendants to pay him. No part of which Sum of 698$ has been paid,

The plaintiff asks judgement for said Sum of 698$ with interest as aforesaid

Reid Randall & Gilbert Attys

State of Ohio Union County ss. Plaintiff Morgan Savage being Sworn says the allegations and facts set forth in his foregoing petition are true as he verily believes. Morgan Savage.

Sworn to and Subscribed before me this 3d day of April A.D. 1868 N.A. Gilbert Notary Public

Morgan Savage Plff
vs
J. Y. Severn H.G. Rittenhouse Wm Shuler & J.B. Norris Trustees of the Methodist Episcopal Church at Dover Union Co. Ohio Defts

Court of Common Pleas, Union Co Ohio.

Precipe.

To Clerk Issue Summons in this Action Returnable according to law.

Amt claimed 698$ with interest Reid Randall & Gilbert

Afterwards the following writ of Summons was issued by the Clerk of Said Court which was as follows

The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to Notify H.G. Rittenhouse Wm Shuler J.Y. Severn & J.B. Norris Trustees of the Methodist Episcopal Church of Dover Union County Ohio that they have been Sued by Morgan Savage in the Court of Commun Pleas of Union County and that unless they Answer by the 2d day of may A.D. 1868 the petition of the Said plaintiff against them filed in the Clerks office of Said Court Such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 13th day of April 1868 Witness Taber Randall Clerk of Said Court & the Seal thereof at Marysville this 4th day of April A.D. 1868 Taber Randall Clerk

And Said Summons was duly endorsed as follows to wit. "Service of this writ acknowledged this 9th of April 1868 Robinson & Robinson Attys for Defts.

Afterward on the 30th day of April A.D. 1868 the said Defendants their Answer herein which reads to wit,

Morgan Savage Plff
vs
The Trustees of the M. E. Church at Dover Defts

Court of Common Pleas, Union County Ohio.

Answer.

The Said defendants for Answer to plaintiffs petition Say they were the owners of a certain lot in the Village of Dover of Union County Ohio bought for the purpose of erecting a house thereon for public Worship for the M. E. Church of Said Village

That Said plaintiff agreed verbally with defendants that he would furnish the material & build on said lot a frame house as follows Viz. 44 feet in lenght 32 in width. 14 feet high in the clear - with a roof one third pitch covered with good OAK Shingles on lath - with cornice 16 inches wide - House to have Six windows Same Size and finish as the Baptist Church in Said Village. Sash & light above the doors Same as Baptist Church - Pulpit Same value as one in Baptist Church -

in case defendants should wish one built by plaintiff if not wanted then the value to be deducted from the contract price — Outside of the house to be painted in good Style & inside well plastered & finished. A Belfry 9 feet high & 9 feet Square at the base to be worth fifty dollars exclusive of rafters. The whole to be completed, ready to occupy by the 1st day of Octob 1867 For which defendants agreed with plaintiff to pay him thirteen hundred & ten dollars as follows viz. $100 when the work should be commenced $400 when the house should be enclosed and the balance within six weeks after house should be accepted & dedicated.

That so far as the allegations of the plaintiffs petition set forth said contract & its terms other than as above specified the same are denied by the defendants,

The defendants also deny that they consented to any change of the material or style of the said building & say they did not waive said contract to any extent any manner whatever.

The said defendants say it is not true that said plaintiff complied with his said Contract "except as to the height of the seats" but on the contrary the defendants say the defendant contrary to said Contract & contrary to the wishes of the defendants materially departed from said Contract in this

1st The said is built with a roof twenty one inches below a third pitch

2d The Cornice is but 14 inches wide and not 16 inches

3d The weather boarding is second class poplar & not good material with the exception of a portion of ash

4th The windows are not cased on the Out side of the house

5th There is no sash above doors in which the window lights are placed, touching each other

6th The house is painted with two coats only when it should have at least three coats of paint

7th The seats are no higher than the seats in the Baptist Church,

8th The Pulpit which is in the Baptist Church is worth & cost fifty dollars,

9th The Studding in the whole frame are placed two feet apart whereas they should have been 16 inches apart only,

10th The Sills were hewn from too Small timber so that in Straightning the lines much of the bark is left on the Sills

11th The Joice are placed two feet apart whereas they have ben 16 inches apart only

12th The Belfry is not as large as 9 feet Square at the base and 9 feet high & is deficient in Style and Material & finish & not worth fifty dollars.

13th There is no frieze boards under the Cornice,

14 There is no base board on which the weather boarding commences. around the outside of the house,

15th The plastering is not done with good Material.

The defendants further say that said plaintiff did not get the house finished in its present condition until about the 30th of November 1867 & when he offered to deliver the house to these defendants they declined to accept it for the reason it had the defects hereinmentioned & notified the plaintiff to remove the same from their said lot (& thereupon the plaintiff proposed to defendants to accept a proposition which Defts. had furniously made to him to leave to the arbitration of three disinterested Mechanics to decide whether the house aforesaid was built according to contract & if not what deduction should be made for the defects thereof & thereupon arbitrators were Chosen by written bond who upon trial rendered an award in writing that said house was not built according to the Contract & the Sum of two hundred & Sixty dollars should be deducted from the said Contract price & thereupon the defendants tendered the amount due on said Contract and their note for the amount to become due according to the terms of the said Contract after deducting said two hundred & Sixty dollars which plaintiff

declined to accept, but agreed with defendants, that the defendants Should take possession of the house & dedicate it & occupy it without any waver of any of the rights of either party the plaintiff would consider & decide what he would do under the Award, That by virtue of Said understanding Said possession was taken by defendants & they have ever since been ready & willing to pay the Same which will be and is due plaintiff by making the Said deduction)

The defendants on Said contract the Sum of $597 34 Hold the plaintiffs Subscription of fifteen dollars towards the building of Said house making the total Sum paid plaintiff by defendants as Said Trustees $612 37 Leaving the Sum of $437 66 unpaid Now due & which defendants have been & are now ready and willing to pay the plaintiff as the Court may require

Second, The defendants admitting as set forth in Said first above defence any each & all of the allegations of Said petition not therein admitted Viz, the defendants admit that they made a contract for the building a house but deny that the terms of Said Contract are exactly Set forth in Said petition. They admit that the plaintiff built a house for the defendants as Trustees of Said Church but deny that he built such a house as he alleges in his Said petition that he has built And all other of the Said allegations are denied & therefore defendants ask to be dismissed with their costs herein expended Robinson & Robinson Atty's for Defts

The State of Ohio Union County ss. I James Y. Severn one of the defendants being duly Sworn depose & Say the Several allegations of the above Answer are true as I verily believe

James Y. Severn

The above and foregoing Sworn to before me and Signed in my presence by James Y. Severn this 30th of April 1868 Tabor Randall Clerk

Afterwards on the 5th day of May 1868 the following entry was made in the Journal of Said Court which reads to wit.

1st Journal Entry

Morgan Savage
Vs
J. Y. Severn & others Trustees &c

This day came the parties & Submitted this cause to the Court on motion of plaintiffs Counsel, and thereupon the Court being fully advised advised in the premises do Order that defendants State in their Answer whether Said Arbitration was in writing and as to all other matters the Said Motion is Overruled. Defendants have leave to amend by Saturday of this Court.

And afterwards on the 27th day of May 1868 the following was made in the Journal of Said Court, to wit.

Morgan Savage
Vs
The Trustees of the M. E. Church at Dover.

This day came the Plaintiff and moved the Court to Continue this Cause on account of the absence of a Material witness, and the Court being Satisfied that his Showing for a Continuance is Sufficient the Motion is allowed at plaintiff Costs.

It is therefore Considered Ordered & adjudged by the Court that the defendants recover of the plaintiff the Costs of this Term taxed to $

Afterwards on the 11th day of November 1868 the following entry was made in the Journal of Said Court which reads in the word figures to wit,

Morgan Savage
Vs
The Trustees of the Methodist Episcopal Church at Dover

This day the parties & on application leave is granted to the defendants to file an amended Answer which was then instantly done. Whereupon the plaintiff filed a demurrer to the third ground of defence in Said Amended Answer & was argued by Counsel and the Court on consideration thereof Sustain demurrer to which action & ruling of Said Court in Sustaining Said demurrer the defendants do by their Counsel Except which Exception was allowed & ordered to be made a part of the record in this case.

And Said Amended Petition reads as follows to wit,

Morgan Savage Plaintiff
VS
The Trustees of the M. E.
Church at New Dover Defts

Court of Common Pleas Union County Ohio

Answer.

The Said defendants now come for answer to the Plaintiffs Petition against them Say they the owners of a lot in the Town of New Dover bought for the purpose of erecting thereon a house for public worship for the Methodist Episcopal Church of said Village

The Said plaintiff agreed verbally with the defendants that he would furnish all the material & build on said a frame Church edifice as follows viz. 44 feet in length 32 feet in width 14 feet in height in the clear with a roof one third pitch covered with good Oak Shingle on lath with cornice 16 inches wide - with Six windows Size & finish Same as the Baptist meeting house in said Village with Sash & lights above doors Same as Said Baptist house - with Seats two inches higher in the back than The Said Baptist Church - with a Pulpit same as in Said Baptist Church, but if the defendants should not wish one put in the value thereof to be deducted from the contract price - The Outside of the house of the frame to be painted in good Style & the inside well plastered & finished. A Belfrey 9 feet high Square at the base to be worth fifty dollars exclusive of rafters. The whole to be completed ready for the use by the first day of Oct. 1867. For which house so to be built the defendants agreed with plaintiff to pay him thirteen hundred & ten dollars as follows viz. $400 when the work should be commenced $400 when the house should be enclosed & the balance within Six weeks after the house should be finished & dedicated

Amended Answer

The allegations of said petition which describe said contract otherwise than above Stated are denied & the defendants deny that they consented to any change of the Material or Style of said building & Say they did not waive said Contract to any extent or in any manner whatever.

The defendants deny that the plaintiff has complied with his said contract but on the contrary the defendants say the plaintiff contrary to said contract & the wishes of the defendants Materially departed from said contract in this viz.

1. The said house is built with a roof twenty one inches below a third pitch.
2. The Cornice is but fourteen inches wide
3. The weather boarding is Second class poplar & knotty & rough with the exception of a small portion of ash.
4. The windows are not cased On the outside
5. There are no mortons in the transoms over the doors
6. There are but two coats of paint instead of three.
7. The Seats are no higher than those in the Baptist Church.
8. The Pulpit which is in the Baptist Church is worth & would cost forty dollar and no pulpit is in the Methodist Church.
9. The Studding in the whole frame is placed two feet apart & should have been Sixteen inches apart
10. The Sills are of poor timber and too small
11. The Joice are too far apart.
12. The Belfrey is not 9 feet at the base and 9 feet high, deficient in Style and Material & finish & not worth fifty dollars
13. There is no frieze board under the cornice
14. There is no base board on which the weather boarding commences.
15. The plastering is not done with good Material

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16. The defendants further say that said plaintiff did not get the house finished in its present condition until about the 30th of November 1867 & when he offered to deliver the house to the defendants they declined to accept it for the reason the same was not built according to the said contract and finally accepted possession thereof and dedicated the same only on the condition that the same should not operate as a waiver of their claim for damages for the failure to comply with the terms of said contract & the said defendants say they are damaged in the sum of two hundred & sixty dollars.

2d The defendants for a further defence say they have paid $597.34 & hold the plaintiffs subscription for $15.00 towards the building of said house making a total payment of $612.34 leaving only $437.66 unpaid which defendants have tendered to plaintiff & are now ready to pay.

The said defendants answering say that after the time of the alleged accruing of the cause of action set up in plaintiffs petition & of the facts upon which said petition is founded & prior to the commencement of this suit to wit, on the 24th day of January A.D. 1868 the plaintiff & defendants agreed to submit to the arbitration of & agreed to abide by the award of Thomas Bodley Isaac Gummons & Marshall Winget chosen & selected by the mutual consent of plaintiff & defendants in respect of all said matters in controversy in this suit and did submit to said arbitrators for their decision & award as aforesaid all the questions & matters set forth in plaintiffs said petition & in the pleadings in this case and all matters of difference between the said parties concerning or growing out of the contract for building said church in the petition mentioned & growing out of the building thereof & out of that transaction in any way for the full & final determination and award of said arbitrators & did enter into Articles of the Submission thereof of which the following is a copy.

"This Article of agreement made & entered into this eleventh day of January A.D. 1868 between the Trustees of the M.E. Church at Dover Union County Ohio of the one part & Morgan Savage of the County & State aforesaid of the other part Witnesseth, that the above named parties do hereby covenant & agree that each party shall select a good competent practical workman in Architecture & they two shall select a third one possessing the same qualifications required of themselves all being residents of Union County Out side of Dover Tp. in said County not being members either M.E. Church or Baptist Church, the three constituting a Committee of Arbitration for the purpose of settling the difficulty now in dispute between the parties in reference to a house built by said M. Savage in said Village of Dover on a contract with said Trustees The Committee of Carpenters of shall thus be duly Sworn & if either of them have had any conversation with any of the parties relative to the matter in dispute he may be objected off by the other party & the two remaining ones to fill the vacancy and shall after hearing the testimony of the parties under oath & such other evidence as may be presented proceed to determine; first, whether the building fills the contract & if it does not then the Arbitrators shall proceed to make a fair & equitable estimate of the damages which said Trustees sustained by said failure. And the said parties do hereby bind themselves to abide the decision of said Arbitrators & to settle all matters now in dispute relative to said contract according to their decision, Binding ourselves under the penal sum of three hundred dollars for the faithful performance of the conditions of this & article of agreement,

In testimony whereof we have hereunto set our hands & seals this eleventh day of January A.D. 1868

Executed in presence of
Adam Richey

Trustees { Jas. G. Severn [seal] Wm. Shuler [seal]
J.B. Norris [seal] N.G. Rittenhouse [seal]
Edward Bowen [seal]
Morgan Savage [seal]

The said words "M. E. Church" stand for & were by the parties understood to mean the Methodist Episcopal Church. Afterwards to wit on the 24th of the same month of January 1868 the said plaintiff & defendants did in pursuance of said article of agreement execute & sign a supplement thereto by which the said three named Arbitrators were designated and agreed upon by name as follows. Copy "We do hereby agree that Thomas Bodley Isaac Gremmons & Marshall Winget shall be the Arbitrators in accordance with this agreement as per Contract of Jany 24. A.D. 1868 H. G. Rittenhouse Jas. Y. Severn Jas. B. Norris Wm Shuler Morgan Savage

Which said agreement was also duly Stamped.

Whereupon the said Arbitrators took upon themselves the office & duty of hearing & determining upon & making an award in the premises. And being duly convened the said three named Arbitrators having duly Sworn did meet to hear & determine the said Matters Submitted to them on the 24th day of January A.D. 1868 & the parties did then proceed to offer testimony of witness under oath & by documents and did appear before said Arbitrators who having heard the testimony the following award of said Matters was made in writing & published & the said parties & was signed by two of said Arbitrators to wit. Isaac Gummons & Marshall Winget and a copy delivered to each plaintiff & defendant which said award was full & final between the parties & did find & said award as follows in the following Copy of said award to wit. "January 24th 1868 We the Arbitrators to whom was submitted the matters refered to in the agreement hereto attached as well as the agreement marked "A" & signed by a majority of same parties do do hereby render our Award as follows. We find ~~

1st That the work performed by said Morgan Savage does not come up to the Contract made between him and said Trustees

2d That the damage sustained by said Trustees in consequence of the failure of said Savage to comply fully with said Contract we award & assess at two hundred & sixty dollars ~ Witness Our hands & Seals this 24th day of January 1868

I. I. Gummons Seal I. M. Winget Seal

The agreement marked "A" refered to in said Award was signed by said Rittenhouse & said Shuler & said Norris & Jas. Y. Severn on behalf of said Trustees and by said Savage plaintiff. The defendants was then & have always been & now are willing to abide by said award & claim that said Award final & binding upon the parties & attempted to comply therewith and did immediately & within a reasonable time tender to said plaintiff the amount then called for by the contract to be paid as upon the fulfilment of the same & their note for the balance to become due by said Contract deducting however first the said Sum of $260 & their damages so as aforesaid awarded which said plaintiff refused to accept & said defendants have kept said tender good & have at all times been ready & willing to pay said money so due & give said notes whenever said plaintiff was willing to accept the same. Defendants say that having no other lot in said Dover & the said house having been built upon said lot & being in want of a place for the Congregation for whom they were Trustees to worship in it was then agreed between them & plaintiff that said Church should be dedicated & opened for worship & that said Trustees should take possession thereof without any waiver or prejudice to the rights of either party

Whereupon the defendants on this their 2d defence ask to be hence dismissed without day with judgment against plaintiff for reasonable costs. By Robinson & Robinson Attys for Defendants,

Error See page 262

The State of Ohio Union County ss I J. Y. Severn being duly Sworn depose & Say the Several allegations of the foregoing Answer are True as I believe Jas Y. Severn
Sworn to before me & signed in my presence this Nov 11th 1868 Taber Randall Clerk
And afterwards On the Said 11th day of November 1868 the following Amendment to Said Amended Answer was filed with Said Clerk which reads as follows to wit,

Morgan Savage
VS
The Trustees of the M. E. Church at Dover

Amendment to Amended Answer

Defendants say that on the 24th day of January 1868 It was agreed verbally between plaintiff & Defendants after the Articles of agrument set forth in the Answer to which this an Amendment were executed & before Said case was heard that any two of Said Arbitrators should make Said award. And that in pursuance thereof two of Said Arbitrators to wit J. J. Gummons & T. M. Winget did make an Award in Said matters Submitted as Set forth in Said Answer which Said Award was Signed by them as therein Shown, though all of the three Arbitrators were present & took part at the hearing of Said case — This Amendment is to be inserted in Said Amended Answer after the words "On behalf of Said Trustees & by Said Savage plaintiff

Robinson & Robinson

State of Ohio Union County ss Jas Y. Severn being Sworn Says he is one of the defendants & that the facts Set forth in this Amendment to Said Answer are true as he believes Jas Y. Severn
Sworn to & Subscribed before me by J. Y. Severn this 11th day of November 1868 Taber Randall Clk
M. C. Lawrence Notary Public

Afterwards on Said 11th day of November 1868 the following Reply was filed with Said Clerk (which reads as follows to wit,

Morgan Savage Plff
VS
The Trustees of the M. E. Church of New Dover

Court of Common Pleas Union County O.
Reply.

The Said plaintiff Morgan Savage now comes & for reply to the first defence Set up in defendants Answer Says that he denies that there was any agrument between plaintiff & defendants in regard to the pitch of the roof the building referred to in Said Answer & denies that he agreed to put the Same finish on the windows as those in the Baptist Church & denies that there was any agrument in regard to Sash & lights above the doors & denies that there was any agrument in regard to the Size of the Belfry.
This plaintiff further denies the allegations in Said Count numbered and marked 1. 2. 3. 7. 9. 10. 11. 12. 15. & 16. — And for reply to the Second Count in Said Answer the plaintiff Says that he denies that the Sum of $437.66 is all there is due him upon Said Contract

Reid Randall & Cameron Attys for Plffs

State of Ohio Union County ss Morgan Savage plaintiff being Sworn Says the facts Stated & allegations made in the foregoing Reply are as he believes true Morgan Savage
Sworn to before me & Subscribed in my presence this 11th day of November 1868
Taber Randall Clerk

And afterwards on the 13th day of November A.D. 1868 the following Entry was made in the Journal of Said Court to wit,

Morgan Savage Plaintiff
VS
The Trustees of the Methodist Episcopal Church at Dover Defts

This day came the parties by their Attys & thereupon came a jury to wit. Garret Harris James Henderson E. C. Smith James D. Haines

Error See page 162

Error
See
below

We H. H. Titus regulas Jurors & J. H. Clement. L. D. Wright, G. L. Sellers, Andrew Keyes. B. W. Keyes Robert Snodgrass & Leonidas Turner tales jurors who to Speak the truth being duly empannelled & Sworn do upon their Oaths Say that they find for the plaintiff and assess his damages at five hundred & fifty four dollars & forty three cents.

It is therefore considered Ordered & adjudged by the Court that the plaintiff recover of the defendants as Trustees of said Church the Sum of five hundred & fifty four dollars & forty three cents And his costs herein taxed &c &c

Second Trial demanded & allowed. Bond fixed at twelve hundred dollars.

Attest Tober Randall Clerk

Also at the same time was filed the following demurer which reads to wit

Morgan Savage Plff
vs
The Trustees of M. E. Church at New Dover Defts

Now comes the plaintiff by his Attorneys and demurs to the Amendment of the Amended Answer of defendants & alleges as his grounds therefor that the facts therein stated does not constitute a cause of defense

Reid Randall & Cameron Plffs Attys

And afterwards on the said 11th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words following to wit,

Morgan Savage
vs
The Trustees of the Methodist Episcopal Church at Dover &

On leave of the Court first had & obtained the defendants filed this day an amendment to the Amended Answer also this day filed herein And thereupon this cause came on to be further heard upon said demurer to the said third defense set up in said Amended Answer as amended & was argued by Counsel Whereupon the Court on Consideration thereof doth sustain said demurer to which decision & ruling of the Court defendants do Except, which Exception is allowed and Ordered to be made of record in this case

And afterwards on the 13th day of November A. D. 1868 the following Entry was made in the Journal of said Court which reads as follows to wit,

Morgan Savage Plff
vs
The Trustees of Methodist Episcopal Church at Dover Defts

This day came the parties by their Attorneys & thereupon came a Jury to wit Garret Harris James Henderson, E. C. Smith, James D. Haines W. H. H. Titus regular jurors & J. H. Clement L. D. Wright G. L. Sellers Andrew Keyes Robert Snodgrass Leonidas Turner & B. W. Keyes tales Jurors who to Speak the truth being duly empannelled & Sworn do upon their Oaths say that they find for the plaintiff and assess his damages at five hundred & fifty four dollars & forty three cents.

It is therefore considered Ordered & adjudged by the Court that the plaintiff recover of the defendants as Trustees of said Church the Sum of Five Hundred & fifty four dollars & forty three cents & his costs herein taxed &c &c

Second Trial demanded & Allowed - Bond fixed at twelve hundred dollars

Attest Tober Randall Clerk

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George Starr
vs
Martin Pyers & M. P. Rice

Pleas before his Honor Jacob S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November A.D. 1868.

Heretofore on the 25th day of July 1868 the following Petition was filed with the Clerk of said Court which reads in the words and figures a follows to wit.

George Starr Plff
vs
Martin Pyers & M. P. Rice Defts

Court of Common Pleas Union County Ohio.
Petition.

The said plaintiff says there is due him from the defendants on the note a Copy of which is here to Attached the Sum of two hundred & eighteen & 33/100 dollars with interest from the 21st day of Decemb 1867— Therefore the plaintiff asks Judgement against the defendants for said Sum of two hundred & eighteen & 33/100 dollars ($218.33 with interest from December 21. 1867

Robinson & Robinson Plffs Attys.

The State of Ohio Union County ss I J. H. Robinson being duly Sworn depose & Say the above action is for money Only on a written promisory note in my possesion & I am plffs Atty in this case & I believe the allegation of the foregoing petition are all true

J. H. Robinson

Sworn to before me & Signed in my presence this 24th day of July 1868

Taber Randall Clerk

Issue Summons & endorse "Suit on note for $218.33 with int. from Dec. 21st 1867. Robinson & Robinson

And thereupon the following writ of Summons was issued by said Clerk which reads.

The State of Ohio Union County ss To the Sheriff of Union County,

You are Commanded to Notify Martin Pyers & M. P. Rice that they have been Sued by George Starr in the Court of Common Pleas of Union County & unless they Answer by the 22d day of August A.D. 1868 the petition against them filed in the Clerks office of said Court Such petition will be taken as true and Judgement rendered accordingly. You will make due return of this Summons on the 3d day of August A.D. 1868 Witness Taber Randall Clerk of said Court & the Seal Thereof at

(L.S.)

Marysville this 25th day of July A.D. 1868

Taber Randall Clerk

And afterwards Said writ was duly returned endorsed as follows "Rec'd this writ July 25th 1868 Served July 27th 1868 by delivering to each of the defendants a certified copy of this writ

Fees $2.97

J. B. Whelpley Sheriff

Afterwards on the 13th day of November A.D. 1868 the following Entry was made in the Journal of Said Court which reads in the words following to wit,

George Starr
vs
Martin Pyers & M. P. Rice

This day came the plaintiff but defendants made default and thereupon this cause came on to be heard by the Court and thereupon the Court find there is due the plaintiff from defendants the Sum of $230.00 as claimed in said petition. It is therefor Considered Ordered & Adjudged by the Court that Plaintiff recover of the defendants said Sum of Two hundred & thirty dollars and Costs herein expended Taxed to $

Taber Randall Clerk

James McIlroy
vs
E. Hammond & S.J. Sturlen

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November A.D. 1868. Heretofore on the 26th day of September A.D. 1868 the following petition was filed with the Clerk of said Court which reads to wit

James M. McIlroy Plff
vs
E. Hammond & S.J. Sturlen Defts

Court of Common Pleas Union County Ohio
Petition.

The plaintiff says there is due him from the defendants on the note a copy of which is hereto attached the Sum of One hundred & ninety eight & 45/100 dollars with interest from April 1st 1868
Therefore plaintiff asks Judgement against the defendants for said Sum of one hundred & ninety eight & 45/100 dollars with interest from April 1. 1868

Robinson & Robinson Attys. for Plff

The State of Ohio Union County ss J.W. Robinson being duly Sworn do depose & say the foregoing action is for Money Only based on a written promisory Note in my possesion for collection & I am one of Plffs Attys in said Action & I believe the allegations of said petition are true.

J.W. Robinson

Sworn to & Subscribed before me this 26th day of Sept. 1868 Taber Randall Clerk

Endorsed on said Petition were the following words to wit
We wave process & enter our appearance herein to the within petition
Sept 22d 1868 E. Hammond & S.J. Sturlen

Afterwards On the 13th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words & figures following to wit,

James McIlroy
vs
E Hammond & S.J. Sturlen

This day came the plaintiff but the defendants came not & thereupon this was submitted to the Court, Whereupon the Court find for the plaintiff that there is due as claimed in said petition from defendants to plaintiff the Sum of $206.00

It is therefore Considered Ordered & Adjudged by the Court that Plaintiff recover of the defendants on said note said Sum of two hundred & Six dollars due as aforesaid and his costs herein expended taxed to $

Taber Randall Clerk

Lewis Potee
vs
O. Wells & O.W. Wells

Pleas before his Honor J.S. Conklin Presiding judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November 1868. Heretofore on the 28th day of September 1868 the following Petition was filed with the Clerk of said Court which reads

Lewis Potee Plff
vs
O. Wells & O.W. Wells Defts

Court of Common Pleas Union County Ohio
Petition.

The said Plaintiff says there is due to him from said defendants on their promipay note to him a copy of which is herto attached the sum of two hundred & fifty five 57/100 dollars with interest from june 20th 1868 & therefor plaintiff asks judgement against the said defts for said sum of two hundred & fifty five 57/100 ($255.57) dollars with interest from june 20. 1868

Robinson & Robinson Attys for Plff

The State of Ohio Union County ss I J.W. Robinson one of the Attys of the Plff in the above action is for money only on a written promipory note in my possession for collection & I believe the allegations of the foregoing petition are all true J.W. Robinson

Sworn to before me & signed in my presence this 28th of Sept. 1868 Taber Randall Clerk

Issue Summons & endorse "Suit on note for $255.57 with interest from june 20th 1868

Robinson & Robinson Attys for Plff

And thereupon the following writ of Summons was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to notify O. Wells & O.W. Wells that they have been sued by Lewis Potee in the Court of Common Pleas of Union County & unless they they Answer by the 31st day of Octobr A.D. 1868 the Petition of the Plaintiff against them filed in the Clerks office of said Court Such Petition will be taken as true & Judgement rendered accordingly. You will make due return of this Summons on the 11th day of October A.D. 1868 Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 29th day of September A.D. 1868 Taber Randall Clerk

Said Summons was returned duly endorsed as follows to wit "Rec'd Sept. 29th 1868 Served Oct. 2d 1868 by delivering to each of the defendants a certified copy of this writ Fees $2.17 J.B. Whelpley Sheriff

Afterwards on the 13th of November 1868 the following Entry was made in the Journal of said Court which reads to wit,

Lewis Potee
vs
O. Wells & O.W. Wells

This day came the plaintiff but defendants made default And thereupon this cause came on to be heard by the Court and thereupon the Court find there is due the plaintiff from defendants the Sum of $105.00 as claimed in said Petition.

It is therefore Considered Ordered & Adjudged by the Court that Plaintiff recover of the Defendants said Sum of One hundred & five dollars and costs herein expended taxed to $

$105.00 Taber Randall Clerk

H. R. Pumphrey
vs
J. M. Hubbard

Pleas before before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November A.D. 1868

Heretofore on the 25th day of July 1868 the following Petition was filed with the Clerk of Said Court which reads as follows to wit,

H. R. Pumphrey Plff
vs
J. M. Hubbard Deft

Court of Common Pleas Union County Ohio
Petition

The said plaintiff says there is due him from said

defendant on the promisory note a copy of which is hereto attached the Sum of One hundred dollars with interest from Aug. 19th 1865 Therefore plaintiff asks Judgment against Said defendant for Said Sum of One hundred & Sixty dollars with interest from Aug. 19, 1865 Robinson & Robinson Attys. for Plff

The State of Ohio Union County ss I J.W. Robinson being duly Sworn depose & say the the above action is on a written promisory note for money only & which note is in my possesion & I am plaintiffs Attorney in this action & I believe the allegations of the foregoing petition are all true J.W. Robinson

Sworn to before me & Signed in my presence this 24th of July 1868 Taber Randall Clerk

Issue & endorse Suit on note for $160 with int. from Aug. 19, 1865 Robinson & Robinson

And thereupon the following writ of Summons was issued by the Clerk of Said Court

The State of Ohio Union County ss To the Sheriff of Union County. You are Commanded to notify J.M. Hubbard that he has been Sued by H.R. Pumphrey in the Court of Common Pleas of Union County & that unless he Answer by the 2d day of August A.D. 1868 the petition of the Said plaintiff against him filed in the Clerks Office of Said Court Such petition will be taken as true and Judgement rendered accordingly. You will make due return of this Summons on the 3d day of August A.D. 1868. Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 25th day of July A.D. 1868 Taber Randall Clerk

L.S.

And Said Summons was returned endorsed as follows to wit, Rec'd this writ 25 July 1868 Served July 27th 1868 by leaving a Certified Copy of this writ at the residence of the defendant fees Service 40 Mil. 15 Copy 25 Return 12 = $2.27 J.B. Whelpley Shff

Afterwards On the 13th day of November A.D. 1868 the following Entry was made in the Journal of Said Court which reads in the following words to wit:

H.R. Pumphrey
vs
J.M. Hubbard

This day came the plaintiff but defendant made default and thereupon this cause came on to be heard by the Court and thereupon the Court find there is due the plaintiff from defendant the Sum of $193.00 as claimed in Said petition.

It is therefore Considered Ordered & Adjudged by the Court that plaintiff recover of the Defendant Said Sum of One hundred & ninety three dollars & Costs herein expended Taxed to $

Attest Taber Randall Clerk

X

Mary Stokes
vs
John Perry & W.H.H. Titus

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 13th day of November A.D. 1868. Heretofore On the 25th day of July 1868 the following Petition was filed with the Clerk of Said Court which reads in the words & figures following to wit:

Mary Stokes Plff.
vs
John Perry & W.H.H. Titus Defts

Court of Common Pleas Union Co. Ohio
Petition

The Said plaintiff Says She is the owner of the note (a Copy of which is herto attached) and there is due plaintiff from Said dependants on Said note the Sum of two hundred dollars with interest from the 28th of March 1866. Therefore the plaintiff ~~xxxx~~ Mary Stokes ask judgement against the dependants John Perry & W. H. H. Titus for said Sum of Two hundred dollars with interest from March 28th 1866 Robinson & Robinson Attys for Plff.

The State of Ohio Union County ss. I J.M. Robinson being duly Sworn depose & Say the above action is for money Only & on a written promissory note in my possession as atty for Plff for collection & I believe the Several allegations of Said petition are true J.M. Robinson

Sworn to before me & signed in my presence this 24th of july 1868 Taber Randall Clerk

Issue & endorse Suit on note for $200 with interest from March 28th 1866

Robinson & Robinson Attys for Plff

And thereupon the following writ was issued by the Clerk of Said Court which reads to wit:

The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to notify John Perry & W. H. H. Titus that they have been Sued by Mary Stokes in the Court of Common Pleas of Union County & unless they Answer by the 22d day of August A.D. 1868 the Petition of the Plaintiff against them filed in the Clerks Office of Said Court petition will be taken as true & Judgement rendered accordingly. You will make due return of this Summons on the 3d day of August A.D. 1868. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 25th day of july 1868 Taber Randall Clerk

And Said Summons was returned endorsed as follows to wit,

Rec'd this writ 25th July 1868 Served July 27, 1868 by delivering to each of the defendants a certified Copy of this writ Fees $2.67 J. B. Whelpley Shff

And Afterwards On the 13th day of November 1868 the following Entry was made in the Journal of Said Court which reads in the words as follows to wit.

Mary Stokes
vs
John Perry & W. H. H. Titus } This day came the Plaintiff but defendants made default and thereupon this cause came on to be heard by the Court. and thereupon the Court find there is due the Plaintiff from defendants the Sum of $112 00 as claimed in said petition.

It is therefore considered Ordered & adjudged by the Court that Plaintiff recover of the Said defendants said Sum of One Hundred & twelve dollas & Costs herein expended Taxed to $

Taber Randall Clerk

Levin Wright
vs
Jonas Figley } Pleas before his Honor Jacob S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court house in Marysville within & for the County of Union in the State of Ohio on the 12th day of November 1868. Heretofore on the 13th day of August 1868 the following Petition was filed with the Clerk of said Court to wit

Levin Wright Plaintiff
against
Jonas Figley Defendant } Court of Common Pleas of Union County Ohio. Petition.

Levin Wright Plaintiff says there is due to him from Jonas Figley defendant on the promissory note of the said Jonas Figley now ove

due a copy of which note is hereto attached the Sum of Two hundred & fifteen dollars with interest thereon from the 26th day of March A.D, 1868. Whereupon the plaintiff asks judgement against the defendant for Two hundred & fifteen dollars with interest from the 26th day of March A.D, 1868 John B. Coats Attorney for Plaintiff

The State of Ohio Union County ss John B. Coats being Sworn says he is the Attorny of Levin Wright the plaintiff in the foregoing petition: that the petition is founded a written instrument for the payment of money Only & which instrument is in the posession of this affiant as the Attorney of the plaintiff & that he believes the facts Stated in the foregoing petition to be true John B. Coats

Sworn to by the said John B. Coats before me & Signed by him in my presence this 13th day of August A.D, 1868 Taber Randall Clerk

Levin Wright Plaintiff
against
Jonas Figley Defendant

Court of Common Pleas of Union County Ohio
Civil Action. Issue a Summons Jonas Figley to the Sheriff of Union County Ohio returnable according to law Amount claimed Two hundred & fifteen dollars with interest from the 26th day of March A.D, 1868
John B. Coats Attorney for Plaintiff

To the Clerk of the Court of Common Pleas Union Co. Ohio

And thereupon the following Summons was issued by the Clerk of said Court which reads The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to Notify Jonas Figley that he has been sued by Levin Wright in the Court of Common Pleas of Union County and that unless he Answer by the 15th day of September A.D, 1868 the petition of the Plaintiff against him filed in the Clerks office of said Court will be taken as true and judgement rendered accordingly. You will make due return of this Summons on the 25th day of August A.D, 1868. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 14th day of August 1868 Taber Randall Clerk

And Said Summons was returned duly endorsed as follows "Recd this writ Aug. 14. 1868 – Served Aug. 18th 1868 by delivering to the defendant a certified copy of this writ Fees Servic 40 mil. 1.80 copy 25 Return 12 = $2.57 J.B. Whetsley Sheriff

And on the 12th day of November 1868 the following entry was made in the Journal of Said Court which reads in the words & figures following to wit.

Levin Wright Plaintiff
vs
Jonas Figley Defendant

This day came the plaintiff by his Attorney and Submitted this to the Court the Said Jonas Figley being in default for want of Answer or demurer to the petition of the Said defendant Levin Wright. Wherefore the Court do find that the Said defendant owes to the Said Plaintiff the Sum of two hundred & twenty two dollars & ninety five cents on the promisory note in Said petition Set forth in manner & form as the Said plaintiff in his petition in that behalf hath alleged.

Therefore it is considered & Adjudged by the Court that the Said Levin Wright recover of the Said Jonas Figley the Sum of Two Hundred & Twenty Two dollars and Ninety five Cents his debt aforesaid so as aforesaid found due And also his Costs in this behalf expended layed to $

Taber Randall Clerk

X

A. L. Scoville & Co
vs
E. Hammond

Pleas before his Honor Jacob L Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 11th day of November A.D. 1868. Heretofore on the 27th day of July 1868 the following Petition was filed with the Clerk of said Court which reads as follows

A. L. Scoville & Co Plaintiff
Against
E. Hammond Defendant

Court of Common Pleas Union County Ohio
Petition.

The Plaintiffs Say this their action is founded upon a promissory note for the unconditional payment of money only of which the following is a true copy $120 67/100 On the first day of June 1868 I promise to pay to A. L. Scoville & Co or order at the Marysville Bank in Marysville Ohio One hundred & twenty dollars & Sixty Seven Cents: Value received. Newton Ohio April 14th 1868
Union County Raymond P.O. E. Hammond

There are no credits on the note.

There is due from the defendant to the plaintiffs on said note the sum of One hundred & twenty 67/100 dollars with interest from the day of June 1868.

The plaintiffs therefore ask Judgement against the defendant for the sum of One hundred & twenty 67/100 dollars with interest from June 1st 1868

Porter & Sterling Attys for Plff

State of Ohio Union County ss. A. James Sterling being sworn says that he is one of the Attorneys duly authorized in the premises. And he further states that the note upon which this action is founded is now in his possession. He states that the facts stated & the allegations made in the foregoing petition are true as he believes

A. James Sterling

Sworn to by A. James Sterling before me & signed by him in my presence this 27th day of July 1868

Taber Randall Clerk

To Clerk — Issue a Summons on the foregoing Petition returnable according to Law endorse Suit on promissory note Amount claimed $120 67/100 with interest from June 1st 1868

Porter & Sterling Attys for Plff

And thereupon the following was issued by the Clerk of said Court which reads

The State of Ohio Union County ss. To the Sheriff of Union County ss. You are commanded to notify E. Hammond that he has been sued by A. L. Scoville & Co. in the Court of Common Pleas of Union County & unless he answer by the 29th day of August A.D. 1868 the petition of the said Plaintiff against him filed in the Clerks office of said Court such petition will be taken as true & judgement rendered accordingly. You will due return of this Summons on the 10th day of August A.D. 1868. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 27th day of July A.D. 1868 Taber Randall Clerk.

Said Summons was returned endorsed Rec'd this writ 25th July 1868 Served July 27 1868 by leaving a Certified copy of this writ at the residence of deft. Shff's fees $1.77 J. B. Whelpley Sheriff

Afterwards on the 11th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words & figures as follows to wit

A. L. Scovill & Co
vs
E. Hammond

This day came the plaintiffs by their Attys. and the said E. Hammond having failed to Answer or demur to the petition of the said A. L. Scoville & Co ought to recover of the said E. Hammond the Sum of One hundred & twenty three 67/100 dollars so demanded in

Their petition. It is therefore considered & adjudged that the said A.D. Scarlle &c recover of the said E. Hammond the said Sum of One hundred & twenty three & 00 dollars together with their costs in this behalf expended taxed at $

Attest Taber Randall Clerk

O. A. & H. B. Childs
vs
S. S. Stewart Et. als

Pleas before his Honor Jacob L Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November A.D. 1868. Heretofore on the 3rd day of October 1868 the Plaintiffs filed their Petition this case with the Clerk of said Court which reads in the words following to wit:

Oscar A. Childs & Henry B. Childs partners as O. A. & H. B. Childs. Plaintiffs
Against.
S. S. Stewart John Hubbard & A. D. Elliott Defendants

Court of Common Pleas Union County Ohio
Petition.

The plaintiffs say that the defendants S. S. Stewart & John Hubbard on the 21st day of March 1868 executed & delivered to A. D. Elliott their promisory note & thereby agreed to pay to said Elliott or order Six months after the date thereof the Sum of One hundred & eleven & 19/100 dollars which period has elapsed & the note is Over due & no part has been paid

Plaintiffs say that the said payee A. D. Elliott sold assigned & transfered said promissory note to the plaintiffs who are now the owners thereof. And plaintiffs say that when said note become due it was duly presented to the said Makers & payment duly required of them according to the tenor & effect thereof All of which the said A. D. Elliott had due & legal notice thereof. A copy of said note with the endorsements is hereto attached and made a part hereof.

Plaintiffs say that there is due & unpaid on said note from defendants the Sum of One hundred & eleven & 19/100 dollars with interest from the 21st day of September 1868.

The Plaintiffs therefore ask judgment against the defendants for the Sum of One hundred & Eleven & 19/100 dollars with interest from the 21st day of September 1868

Porter & Sterling Attys for Plaintiff

The State of Ohio Union County ss John L. Porter being duly Sworn makes oath that he One of the Attorneys in this case for plaintiffs duly authorized in the premises that this is founded upon a written instrument for the payment of money only & said instrument is in affiants possession & he further makes Oath that he believes the facts stated in the foregoing petition are true J. L. Porter.

Sworn to by John L. Porter before me & Signed by him in my presence this 3d day of October 1868 Taber Randall Clerk

We enter Our appearance in this case & waive the issuing & service of Summons this 3d day of Oct. 1868 S. S. Stewart John Hubbard. A. D. Elliott

Copy of note and endorsement.

$111 19. Pharisburg Mar 21. 1868. Six months after date we promise to pay to the Order of A. D. Elliott One hundred & eleven 19/100 dollars Value received Signed S. S. Stewart
John Hubbard

Pay to the Order of O. A & H. B. Childs
Signed A. D. Elliott

Afterwards on the 13.th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words following to wit,

O. A. & H. B. Childs
vs
S. S. Stewart & Others

This day came the plaintiffs by their Attorneys & the said defendants having failed to answer or demur to the petition of plaintiffs it is considered that the plaintiffs ought to recover of the said defendants the Sum of One hundred & Twelve & 00/100 dollars so demanded in their petition

It is therefore considered & adjudged that the said O. A. & H. B. Childs recover of the said defendants the said Sum of One hundred & Twelve & 00/100 dollars together with their costs in this behalf expended taxed taxed $

X

Fleetwood Courtright
vs
Hurd Lewis & others

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November 1868.

Heretofore on the 23d day of July 1868 the following petition was filed with the Clerk of said Court which reads in the words & figures following to wit

Fleetwood Courtright Plff
vs
Hurd Lewis & Anna J. Lewis et al Defts

Court of Common Pleas Union County Ohio. Petition.

The said plaintiff says that the defendant Hurd Lewis being indebted to the plaintiff did on the 15th of July 1868 make & deliver to the plaintiff his promissory note for five hundred dollars & then & thereby promise plaintiff to pay him on the first day of April 1868 which period hath elapsed & said defendant hath not paid any part of said Sum of Money but the same remains due & unpaid & due plaintiff from him. And at the same time the said Hurd Lewis & his wife Anna J. Lewis made & delivered to plaintiff their Mortgage duly executed conveying in fee Simple to him the following real estate in said County of Union Ohio. Viz. in the Village of Frankfort and being part of Survey No. 3603 & being In Lots No 5 & 27 of said Village of Frankfort, but the said deed has a condition of defeasance on the payment of said Sum of five hundred dollars - said note hath not been ~~xxxxxxxx~~ paid & said conveyance hath become absolute subject to the right of defendants to redeem the same, - said Mortgage was duly recorded on the 24th of April 1868 in Book 6 page 508 of the record of Mortgages of said County.

There is a Judgment lien against said lots by virtue of Judgement for costs in favor of S. H. Brake against said Hurd Lewis in said Court of Common Pleas but the amount is to the plaintiff unknown

The said Lewis hath also pretended to sell said land to one John Wright but the plaintiff avers that said deed made is without consideration & void,

Therefore the plaintiff asks that all ~~xxxxxxxxx~~ of said persons be made defendants to this action & an Order of Sale of said premises be made for the payment of said Sum of five hundred dollars & interest since the 1st of April 1868

Robinson & Robinson Attys. for Plff

The State of Ohio Union County ss J. H. Robinson being duly Sworn deposes & says Plff is not a resident of said County of Union & is absent therefrom & believes the several allegations of the foregoing petition are true J. H. Robinson

Sworn to & Subscribed in my presence this 23d day of July 1868 Asher Randall Clerk

Issue & endorse Suit on note & Mortgage for $500. & int. from April 1. 1868 Robinson & Robinson Plffs Attys

And thereupon the following writ of Summons was issued by the Clerk of said Court which reads The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to notify S.H. Brake that he & others have been Sued by Fleetwood Courtright in the Court of Common Pleas of Union County and that unless he Answer by the 22d day of August A.D. 1868 the petition of the said Plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons On the 3d day of August A.D. 1868. Witness Taber Randall Clerk of said Court & the Seal (L.S.) thereof at Marysville this 23d day of July A.D. 1868 Taber Randall Clerk
And said Summons was duly returned endorsed to wit "Rec'd this writ July 23d 1868 Served July 29th 1868 by leaving a copy of this writ at defendants residence duly certified Fee Service 40 Mileage 120 Copy 25 Return 12 $1.97 J. B. Whelpley Shff

Also the following Summons was issued by said Clerk which reads as follows The State of Ohio Union County ss To the Sheriff of Franklin County. You are commanded to Notify Hurd Lewis, Anna I. Lewis & John Wright that they have been Sued by Fleetwood Courtright in the Court of Common Pleas of Union County and unless they Answer by the 22d day of August A.D. 1868 the petition of the said plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons on the 3d day of August A.D. 1868. Witness Taber Randall Clerk (L.S.) of said Court & the Seal thereof at Marysville this 23d day of July A.D. 1868 Taber Randall Clerk
And said Summons was returned duly endorsed to wit "July 28th 1868 Served the within writ upon Hurd Lewis & John Wright personally by copy & upon Anna I. Lewis by leaving a certified copy at her usual place of residence Fee $3.00 pd George H. Earhart Sheriff By J.S. Bull Deply
Afterwards on the 24th day of August 1868 the following Answer was filed with said Court to wit

Fleetwood Courtright Plaintiff
against
Hurd Lewis & Anna I. Lewis et als Defendants } Court of Common Pleas Union County Ohio
Answer.

The defendant S.H. Brake Answers to the petition of Plaintiff & says it is true as alleged in said petition that he has a Judgement lien upon said real estate described therein dating from the 6th day of November 1867 in said Court of Common Pleas, and that the amount of said lien is One hundred & forty eight & 90/100 dollars debt & $58.59 costs with interest from the 23d day of May 1868
Porter & Sterling Attys for Brake

The State of Ohio Union County ss S.H. Brake being Sworn says he believes the facts stated in the foregoing Answer to be true S.H. Brake
Sworn to by S.H. Brake before me & signed by him in my presence this 24th day of August 1868 Taber Randall Clerk

And afterwards on the 13th day of November A.D. 1868 the following Entry was made in the Journal of said Court which reads as follows to wit,

Fleetwood Courtright
vs
Hurd Lewis Anna I. Lewis
S.H. Brake & John Wright } Note & Mortgage

This day came the parties & thereupon this cause was submitted to the Court, Whereupon the Court being fully advised in the premise do find the several allegations in said petition to be true & that there is due the plaintiff on said note & mortgage from said Hurd Lewis the sum of Five hundred & eighteen & 51/100 dollars & that S.H. Brake hath a prior judgement lien as set up in his Answer

Amounting to the Sum of One hundred & forty eight & 90/100 dollars debt with interest from may 23d 1868 & fifty eight & 59/100 dollars Costs and that said John Wright hath no interest whatever in Said in Said petition described.

It is therefor Considered Ordered & adjudged by the Court that Said Plaintiff recover of Said Herd Lewis Said Sum of Five hundred & eighteen & 59/100 dollars this Costs herein expended taxed &c And it is further Ordred by the Court that if Said judgement remain unpaid for three days that an Order of Sale issue to the Sheriff of this County for the time being Commanding him to Sell according to law Said premise and that this is Continued as to the Claim of Brake

Attest Taber Randall Clerk

Admrs. of William Hamilton decd. vs Salathiel Carter } Pleas before his Honr Jacob L Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November 1868. Heretofore on the 6th day of October 1868 the following petition was filed with the Clerk of Said Court which reads to wit.

Horatio C Hamilton George B. Hamilton & Jacob C. Sidle Administrators of William Hamilton decd. Plffs } Court of Common Pleas within & for Union County & State of Ohio

Against

Salathiel Carter Defts } Petition.

1st The plaintiffs Say On the 1st day of November 1866 the defendant Salathiel Carter made & delivered to H.C. Hamilton his promissory note of that date & thereby promised to pay to the Said H.C. Hamilton

Ret. the Sum of Two hundred eighty Seven & 50/100 dollars on or before the first day of November A.D. 1867 with interest from the date the date thereof for value received (A Copy of which note is here to attached and marked "A")

II. The plaintiff further Says that the defendant Salathiel Carter on Said 1st day of November A.D. 1866 to Secure the payment of Said Note together with one Other note of same date & amount made & delivered to Said defendant to the Said H.C. Hamilton Or bearer on or before the first of November A.D. 1868 for value received with interest from date (A Copy of which note is here to attached & marked "B") executed & delivered to the Said H.C. Hamilton his Mortgage deed & thereby Conveyed to the Said H.C. Hamilton his heirs & Asigns the following lands & tenements Situate in the County of Union in the State of Ohio & in Claiborne Township & bounded & described as follows to wit. In Military Survey no. 6161 it being forty four & One half Acres Off of the South part of Lot No. 10. and the same lands conveyed by C.M. Roselle & Mary Roselle November 1st 1866 & Larkin Longuet Surje to me April 1st 1866 containing 44½ acres of land in Said Lot No. 10 & Said Survey No. 6161 according to a Survy of Said Survy 6161 made & recorded in Recorders office in Said Union County Ohio— The Condition contained in Said Mortgage deed was in Substance as follows, that if the Said Salathiel Carter his heirs or asigns Should well & truly pay Said Several Sums of Money mentioned therein being the amount of Said notes in this petition described when the Same Should become due with the interest then that Said Mortgage deed to be void Otherwise to be & remain in full force— On the 18th day of December A.D. 1866 at 12¾ Oclock P. M.

the said Mortgage deed was delivered to the Recorder of said County of Union to be by him recorded & was recorded on the 20th day of December 1866

The plaintiffs say that the said H.C. Hamilton in the lifetime of the said William Hamilton who is now deceased for a valuable consideration sold & assigned, transfered & delivered said notes & Mortgage in this petition described to the said Wm. Hamilton dec'd as aforesaid and they further say that the said Horatio C. Hamilton, George B. Hamilton & Jacob C. Sidle are the duly appointed & qualified Administrators of the said Wm. Deceased and that as such Administrators they now hold said notes & Mortgage as a part of the Assets of the said William Hamilton deceased as aforsaid

Petition Contd.

The plaintiffs further say that the said Mortgage has become Absolute that the whole amount of the said note first mentioned & described in this petition is due & unpaid being the said sum of Two hundred & Eighty Seven & 50/100 dollars with interest from the first day of November A.D. 1866 which is now due & unpaid on said indebtedness No payment has been made on said Second note herein before mentioned which said note is not yet due.

The plaintiffs therefore as Administrators as aforesaid ask that they may have judgement against the defendant Salathiel Carter for the said Sum of two hundred & Eighty seven & 50/100 dollars with interest from the 1st day of Novembr 1866 On said note now Over due. that this said Mortgage may be foreclosed ~~xxx xxxx xxx xxxx~~ the priorities of liens determined & that said Tenements in said Mortgage & this petition described may be Sold and the proceeds applied to the debts to them as Administrators as aforsaid and that they may have Other Suitable & proper relief

Coats & Gilbert Attys for Plffs

The State of Ohio Union County ss. N.A. Gilbert being Sworn says that he is Attorney for Horatio C. Hamilton George B. Hamilton & Jacob C. Sidle Admrs. of William Hamilton deceased in this action duly authorized in the premises that the above pleading is grounded on a written instrument for the payment of money only & is now in the possession of this affiant and that the facts Stated & allegations setforth in the foregoing pleading of Horatio C. Hamilton George B. Hamilton & Jacob C. Sidle are true as affiant believes

N.A. Gilbert

Sworn to by the said N.A. Gilbert & by him Subscribed in my presence this 6th day of October 1868

Taber Randall Clerk

Horatio C. Hamilton George B. Hamilton Jacob C. Sidle Admrs. of the Estate of William Hamilton dec'd Plffs
Against
Salathiel Carter Defendant

} Court of Common Pleas in & for Union County Ohio

Precipe.

Clerk — Issue a Summons upon the Petition in the above case returnable according to law. Amount claimed $287 50/100 with interest from the 1st day of Novembr 1866 Oct. 5. 1868 Coats & Gilbert Attys. for Petitioners

And thereupon the following Summons was issued by the Clerk of said Court which reads The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify Salathiel Carter that he has been Sued by Horatio C. Hamilton George B. Hamilton & Jacob C. Sidle Admrs of the estate of Wm. Hamilton dec'd. in the Court of Common Pleas of Union County & that unless he answer by the 7th day of November A.D. 1868 the petition of the said plaintiffs against him filed in the Clerks office of said Court such petition will be taken as true and judgement rendered accordingly. You will make due return of this Summons on the 19th day of October A.D. 1868.

(25)

Witnes Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 6th day
25 of October A.D. 1868 Taber Randall Clerk
And Said Summons was returned endorsed as follows to wit, "Recd Oct. 6th 1868
Served Oct. 9th 1868 by delivering to the defendant a copy of this writ Fees $3.27 J.B. Whelpley Shff.
Afterwards on the 13th day of November 1868 the following Entry was made in the Journal
of Said Court which reads in the words & figures as follows to wit,
"Horatio G. Hamilton George B. Hamilton & Jacob G. Sidle
Admrs of the Estate of Wm Hamilton deceased,
vs
Salathiel Carter } Petition on Note & Mortgage

And now comes the Said Horatio G. Hamilton George B. Hamilton & Jacob G. Sidle Admrs. of the Estate of Wm Hamilton dec'd by Coats & Gilbert their Attys and the Said Salathiel Carter Still failing to demur or Answer to the Said petition of Said plaintiff, it is Considered that the Said plaintiffs ought to recover the amount due them by reason of the premises. And the Court with the Consent of the Said plaintiffs find that there is due from the Said defendant to the Said plaintiffs on the first note in Said petition Set forth the Sum of Two hundred & Eighty Seven 50/100 dollars with interest thereon from the first day of November 1866 which Said Sum of Two hundred & Eighty Seven 50/100 dollars with interest thereon as aforesaid the Court doth find amounts to the Sum of three hundred & twenty dollars & fifty two cents.

It is therefore Considered Ordered & Adjudged by the Said Court here that the Said plaintiffs recover of the Said defendant the Said Sum of Three hundred & twenty two dollars & fifty two cents the Sum So found due as aforesaid and also their costs taxed to dollars & cents

And the Court finds that the note upon which judgement is rendered in this action is the first note mentioned in plaintiffs petition & also the first note described in the Mortgage Set forth in Said petition in manner & form as therein Set forth & that the other note in Said petition mentioned & described is not now due.

And it is further Ordered adjudged & decreed that in case the Said defendant fails for ten days from the close of this Term of the Court to pay to the Said plaintiffs the Said Sum of three hundred & twenty two dollars & fifty two cents So as aforesaid found due with Costs of Suit an order of Sale issue to the Sheriff of Said County of Union who is hereby appointed Special Master for that purpose Commanding him to cause the Said lands & tenements in Said petition described to wit,
Situate in Union County State of Ohio & in Claibourne Township & bounded & described as follows to wit. In Military Survey No. 6161 it being (44½) forty four & one half acres off of the South part of lot No. 11 & the Same lands conveyed by Ed. Rosette & Mary Rosette Nov. 1. 1866 & Larkin Linquist Surviper to April 1. 1866 Containing 44½ acres of land in Said lot No. 11. According to a Survey of Said Survey No. 6161 Made & recorded in the Recorders office in Said Union County Ohio to be appraised advertised & Sold according to law & apply the proceeds of Said Sale in Satisfaction of Said judgement So as aforesaid rendered & that he bring any balance that may then remain in his hands into Court to await the further Order of the Court therein And as to the rights of the plaintiffs in respect to Said Second note in this petition mentioned & not now due & Secured by Said Mortgage on the Said premises in the plaintiffs petition mentioned & described this Cause is Continued

Attest) Taber Randall Clerk

John Q. Southard
vs
J. W. Southard & Rebecca Southard

Pleas before his Honor J. A. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 9th day of November A.D. 1868. Heretofore on the

on the 9th day of March 1869 the following Petition was filed with the Clerk of Said Court to wit

J. Q. Southard Plff
vs
J. W. Southard &
Rebecca Southard Defts

Court of Common Pleas Union County Ohio
Petition.

The plaintiff complains of the defendants & Says there is due him from the said defendants on their promissory note (a copy of which is hereto attached) the Sum of Eight hundred dollars with interest from Feby. 18th 1868

Petition.

Therefore plaintiff asks Judgement against the said defendants for the said Sum of Eight hundred dollars & interest from Feby. 18th 1868

Robinson & Robinson

The State of Ohio Union County ss I J. W. Robinson being Sworn depose & Say the Several allegations of the foregoing petition are true as I believe — That I am Atty for the plaintiff in the above named action — That the said action is for money only On a written promissory note in my possession for collection. J. W. Robinson
Sworn to before me & Signed in my presence this 10th of March 1868 Taber Randall Clerk
I issue Summons & endorse Suit On note for $800 with interest from Feby 18th 1868

Robinson & Robinson Attys for Plff

Thereupon the following Summons was issued by the Clerk of Said Court which reads to wit

The State of Ohio Union County ss To the Sheriff of Union County, You are commanded to notify J. W. Southard & Rebecca Southard that they have been sued by J. Q. Southard in the Court of Common Pleas of Union County & that unless they answer by the 11th day of A.D. 1868 the petition of the said plaintiff against him filed in the Clerks office of Said Court Such petition will be taken as true & Judgment rendered accordingly. You will make due return of this Summons on the 23d day of March A.D. 1868 Witness Taber Randall Clerk of Said Court & the Seal thereof at Marysville this 9th day of March A.D. 1868 Taber Randall Clerk

Summons.

L.S.

Said Summons was returned duly endorsed as follows "Rec'd this writ 10th March 1868 Served March 13. 1868 by delivering to each of the defendants a certified copy of this writ Fees Service 65 mileage 160 Copies 50 Return 11 = $2.87 J. B. Whelpley Sheriff

Afterwards on the 27th day of April 1868 the following Answer was filed with said Clerk which reads to wit

John Q. Southard Plaintiff
vs
John W Southard &
Rebecca Southard Defts

Court of Common Pleas within & for Union County Ohio
ANSWER

The said John W. Southard & Rebecca Southard for their Answer to the petition of said plaintiff John Q. Southard Say that they & each of them deny that said Defendants or either of them owe to said Plff. or are indebted to said alleged promissory note mentioned in said petition the Sum of eight hundred dollars or any other Sum and they deny that they or either of them executed & delivered said promissory note to the said plaintiff that they & each of them deny that there was any Consideration for the same & deny that said alleged promissory note has now or ever has had any legal & binding force upon these defendants and they say that said alleged promissory note was Signed

either

Answer.

by them as follows that is to Say on the 17th day of February A.D.1868 Said plaintiff came to the defendants & Averred that he had a claim for unliquidated damages against this defendant John H. Southard & his brother Francis A. Southard of Fairfield County Ohio on a certain written Contracts contract about a lot of Sheep & wanted these defendants to Settle the Same upon their refusal to do So unless a Settlement was first made between Said plaintiff & the Said Francis A. Southard about Said Controversy & to the Satisfaction of said Francis. the Said plaintiff informed them that if they would Sign a due bill for hundred dollars, he would take he would take it & immediately go to Fairfield County & See Said Francis & make a Settlement with him of Said matter to the Satisfaction of Said Francis & the Said Francis would Sign Said due Bill & Consent to the amount therein Stated & cancel Said written Contract then Said plaintiff was to accept Said due Bill or promissory note as aforesaid & the Same was to become binding upon these defendants & Said Francis A. Southard; & not otherwise but in case Said plaintiff & Said Francis did not agree upon a Settlement of Said unliquidated damages as aforesaid & the Said Francis did not consent to amount of Said note or Due Bill & did not Sign & Stamp the Same & thereby Complete & Carry out Said proposition then Said plaintiff was to return Said alleged promissory note or due bill aforesaid to these defendants to be destroyed and these defendants Say that Said plaintiff in pursuance to this proposition after Said alleged paper had been drawn up & Signed by these parties took Said paper called in Said petition as a promissory note & immediately thereafter called upon Said Francis A. Southard in Fairfield County Ohio & then & there notified & informed him of the proposition made to these defendants herein before Set forth & that Said alleged promissory note was to be returned by him to Said defendants & was not to be accepted by him the Said plff unless the Same was Signed ratified & approved by him the Said Francis A as principal as aforesaid thereon, for Said Francis notified & informed Said plaintiff that he would not make Said Settlement Sign Said paper as principal or otherwise that Said plaintiff had no legal claim against him for damages or otherwise & that he would not ratify concur in or in any manner agree to Said proposition or any part thereof. Thereupon Said plaintiff again informed Said Francis A. Southard that he had not & was not to accept or hold Said Said paper unless he executed & completed the Same. These defendants Say that Said alleged promissory note was never Stamped by their authority or authorised to be done by them other than if Francis A. Southard Signed & approved the Same he was authorised in that event to Stamp Said promissory note, and the Same was never placed in the possession of Said plaintiff with a view or expection that the Same Should be received & accepted by him other than it Should be Signed by Said Francis A. Southard as a principal maker as herein before Stated

And these defendants Say that Said plaintiff now fraudulently holds possession of Said alleged promissory note & refuses to Surrender the Same though they have demanded the Surrender & return of the Same. Wherefore these defendants ask Judgement against Said plaintiff for proper relief. Reid & Powell their Attys.

The State Ohio Union County ss The Said defendants J.H. & Rebecca Southard being first duly Sworn according to law Say that the Statements & allegations of the foregoing Answer are true as they believe J.H. Southard, Rebecca Southard

Sworn to & Subscribed by Said defendants before me & in my presence this 25th day of April 1868 A. E. Knox J.P.

Afterwards on the 2d day of May 1868 the following Reply was filed with the Clerk of Said Court which reads in the words following to wit,

John Q. Southard Plff.
vs
John W. Southard et.als

Court of Common Pleas Union County Ohio.

Reply.

Reply

The said plaintiff now comes & for Reply to defendants answer says that he admits the said note was given by the defendants on Settlement of a claim of damages which the plaintiff had against F.H. Southard & J.W. Southard as principals and Rebecca Southard as their Security but the plaintiff denies each & every one of the other allegations of said defendants answer. Therefore plaintiff asks as he did in his original petition for a judgement for Eight hundred dollars with interest from Feby 17th 1865 on said note

Robinson & Robinson Attys for Plff.

The State of Ohio Union County ss The plaintiff being duly Sworn deposes & says the Several allegations of the foregoing Reply are true as I believe. J.Q. Southard
Sworn to before me & signed in my presence this 2nd of May 1868. Taber Randall Clerk

Afterwards on the 27th day of May 1868 the following Entry was made in the Journal of said Court which reads in the words following to wit

1st Entry

J.Q. Southard
vs
Rebecca Southard & J.W. Southard

On Motion of defendant this cause is Continued on account of the absence of James Brickell witness for defendants. It is considered Ordered & adjudged by the Court that the plaintiff recover of the defendants the costs of this Term of Court taxed at

Afterwards on the 9th day of Nov. 1868 the following Entry was made in the Journal of said Court to wit,

John Q. Southard
vs
J.W. Southard & Rebecca Southard

Civil Action.

This day came the parties by their Attorneys and the plaintiff withdrew his Second Reply.

2d Entry

And thereupon a Jury being empannelled & called to wit, Leonidas Turner G.J. Grammons John C. Price Robert Graham, Samuel Cartmell S.A. Cherry. J.F. Snider. G.W. Hupp Andrew Reyes. Wm M. Robinson Samuel Bellus & G.W. Laurence do come who to say the truth of the premises, being Chosen Tried & Sworn Say upon their oaths that the defendants doth not owe to the plaintiff the Sum of Eight hundred dollars nor any part thereof in manner & form as the plaintiff hath herein in that behalf alleged. Therefor it is Considered that the defendants go hence thereof without day and recover of the Plaintiff their costs in behalf expended taxed to Dollars

Attest Taber Randall Clerk

O.A. & H.B. Childs
vs
J.D. White et.als

Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio, on the 13th day of November A.D. 1868.

Heretofore on the 3d day of October 1868 the following petition was filed with the Clerk of said which reads as follows to wit.

Oscar A. Childs & Hennely B Childs partners as O.A. & H.B. Childs Plaintiffs
against
J.D. White R.H. White & A.D. Elliott Defts

Court of Common Pleas Union County Ohio. Petition.

The plaintiffs say that the defendants on the 21st day of March 1868 made their promissory note in writing of that date

Petition

and there delivered the Same to the said A.D. Elliott & thereby promised to pay to said Elliott or order in Six months after the Sum of one hundred & ten ^50/100 dollars which period has elapsed & said note is now over due. Plaintiffs further say that the said payee A.D. Elliott Sold assigned & transfered said note to plaintiffs who are now the owners of the same - and the plaintiffs that on the 24th day of September when said note became due the Same was duly presented to Said Makers J.D. White & R.H. White & payment duly required according to the tenor & effect thereof - all of which the said A.D. Elliott had due & legal Notice. Said note is due & no part has been paid by the makers or said indorser - And there is now due plaintiff on the Same the Sum of one hundred & ten ^50/100 dollars with interest from the 21st day of September 1868.
Wherefore the plaintiffs ask judgment against defendants for the Sum one hundred & ten ^50/100 dollars with interest from the 21st day of September 1868. Porter & Sterling Attys for Plaintiffs
The State of Ohio Union County ss A James Sterling being Sworn Says that he is one of the Attorneys in this case duly authorized in the premises - that this action is founded upon a written instrument for the payment of money only & is now in the possession of affiant, and affiant further makes oath that he believes the facts Stated in the foregoing petition to be true A.James Sterling
Sworn to by A James Sterling before me & signed by him in my presence this 3d day of October 1868 Taber Randall Clerk
To the Clerk - Issue a Summons against J.D. White & R.H. White returnable according to law endorse Suit upon note Amt. Claimed $110.50 with interest from September 21st 1868. Oct. 2d 1868 Porter & Sterling. Attys for Plffs.
I waive process & Service & enter my appearance in this case Oct. 17 1868 A.D. Elliott
Heretofore the following Summons was issued by the Clerk of said court which reads as follows viz
The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to Notify J.D. White & R.H. White that they have been sued by Oscar A. Childs & Henry B. Childs partners as O.A. & H.B. Childs in the Court of Common Pleas of Union County & that unless they Answer by the 31st day of October A.D. 1868 the Petition of the Plaintiffs against them filed in the Clerks office of said court Such petition will be taken as true & Judgement rendered accordingly. You will make due return of this Summons on the 12th day of October A.D. 1868. Witness Taber Randall Clerk of said court at Marysville this 3d day of Octobr A.D. 1868 Taber Randall Clerk
And said Summons was returned duly Endorsed as follows to wit "Rec'd Oct. 3d 1868 - Served Oct. 8th 1868 by delivering to each of the defendants a certified copy of this writ Fees Servic 65 Mil. 250 copies 50 Return 12 - $3.77 J.B. Whelpley Sheriff
Afterwards on the 13th day of Novembr the following Entry was made in the Journal of said court which in the words & figures to wit,

O.A. & H.B. Childs
vs
J.D. White et. als. } This day came the plaintiffs by their Attorneys and the said defendants having failed to Answer or demur to the petition of Plaintiffs it is considered that the plaintiffs ought to recover of the defendants the Sum of One hundred & eleven ^60/100 dollars So demanded in the petition It is therefore considered & adjudged that the said O.A. & H.B. Childs recover of the said defendants the said Sum of One hundred & eleven ^60/100 dollars, together with their costs in this behalf expended taxed to $

Taber Randall Clerk

R. Woodruff
vs
James L. Scott Wife

Pleas before his Honor J. C. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 13th day of November 1868. Heretofore on the 23d day of July 1868 the following Petition was filed with the clerk of said Court which reads as follows to wit.

R. Woodruff Plaintiff
against
James L. Scott & Eliz. Scott Defts

Court of Commons Pleas Union County. Ohio
Petition.

The said plaintiff says there is due to him from defendant James L. Scott as Asignee of John Harkness & Robert Bickit on the note (a copy of which is heuto attached) the sum of four hundred & seventy five dollars with interest from Dec 5th 1867 & therefor plaintiff asks judgment against said defendant James L. Scott for said sum of money

2d The plaintiff further says that on the 7th day of April 1866 the said defendant executed & delivered to John Harkness & Robert Bickit their Mortgage deed for the following real estate in Union County Ohio described as follows - In Jerome Township of said County in Survey No. 5261 & a part of lot No. 1 of said Survey commencing at Elijah Fox N. E. corner in the east line of said Survy thence North to Jacob Fredricks corner thence west with said Fredricks line of lot 6 to James Wells corner thence S. with his line to E. K. Fox. corner thence with his east line to the beginning containing fifty one acres more or less. That said Mortgage deed had a condition in the same that if said grantors should pay a certain note therein described for six hundred dollars of even date therewith to said John Harkness & Robert Bickit & their Asigns in Six Months thereafter with use then said conveyance to be void Otherwise to remain in full force a conveyance in fee Simple. That said defendants have paid on said note one hundred & Eighty five dollars on the 5th day of Dec. 1867 & have not paid any other or further sum thereon but there remains unpaid & due thereon to said plaintiff who is the bona fide owner thereof by asignment from said John Harkness & Robert Bickit the sum of four hundred & seventy five dollars with interest therein from Dec. 5, 1867. The said Mortgage was duly Recorded in the Recorders office in said County the 19th of April 1866 on page 553 Book 5 & is a Mortgage lien on said land That John Wright pretends to have an interest in said real estate but he in fact hath no interest therein. Therefore plaintiff asks a dcree for said Sum due him & an Order of Sale of said ~~premises~~ premises as equity may require. Robinson & Robinson Attys for Plff

The State of Ohio Union County ss I J.M. Robinson being duly Sworn depose & say that plaintiff is not a resident of Union County Ohio & I am one of his Attys in the foregoing case & the note & Mortgage on which Suit is brought are in my possession & I believe the allegations of said petition are all true

J.M. Robinson

Sworn to before me & Signed in my presence this 23d of July 1868 Taber Randall Clerk

Issue & endorsed "Suit on note & Mortgage for $475 with int from Dec 5, 1867. Robinson & Robinson Attys

And Thereupon the following Summons was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss To the Sheriff of Union County. You are Commanded to Notify James L. Scott & Elizabeth Scott that they have been Sued by R. Woodruff in the Court of Commen Pleas of Union County and that unless they Answer by the 2d day of August A.D. 1868 the Petition of the Plff against them filed in the Clerks office of said Court Such Petition will be taken as true & Judgement rendered accordingly. You will make due return of this Summons on the 3d day of August A.D. 1868. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 23d day of July 1868

Taber Randall Clerk

Petition

siding Judge at
Court House in
the State of Ohio
23d day of July 1868
follows to wit,
Ohio

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Asks judgement

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Attys in the foregoing
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er Randall Clerk

Robinson & Robinson Attys

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Petition will be
make due return
Taber Randall Clerk

ndall Clerk

And Said Summons was returned endorsed as follows to wit "Rec'd this writ July 25. 1868 –
Served July 29th 1868 by delivering to each of the defendants a certified copy of this writ Fees Service 65
Mileage 120 copies 50 Return 15=$2.47 J. B. Whelpley Sheriff
And afterwards on the 13th day of November A.D. 1868 the following Entry was made in the
Journal of Said Court which reads in the words figures as follows to wit,

R. Woodruff
vs
James F. Scott et al } This day came the plaintiff but defendant made default, Whereupon
the Court being fully advised in the premises do find for the plaintiff,
and there is due him from the said James F. Scott the Sum of $503 on
Said note & mortgage. It is therefore considered Ordered & adjudged by the Court that the
plaintiff recover of the said James F. Scott said Sum of five hundred & three dollars and his
Costs herein expended. And it is further Ordered that if said judgement and
be not paid interest be not paid in ten days that an Order of Sale issue to the Sheriff of this
County for the time being who is hereby appointed Special master Commissioner Commanding
him to sell said premises in plaintiffs petition discribed according to law to Satisfy the Same

Taber Randall Clerk

Emma Miller } Pleas before his Hon. J. S. Conklin Presiding
vs Judge at a Court of Common Pleas begun and
Alfred K. Miller et al, } held at the Court House in Marysville within
& for the County of Union in the State of Ohio
On the 6th day of November 1869. Heretofore on the 21st day of August 1868
the following petition was filed with the Clerk of Said Court which reads to wit,

Emma Miller Plaintiff
vs
Ethlinda Miller Alfred K. Miller
Joseph F. Miller Ellis Miller Amos Miller
Hester Ann Miller Emma A. Miller & Lizzie Miller Defts. }

Court of Common Pleas within & for
Union County & State of Ohio.
Petition
The Plaintiff Says On or about
the 2d day of October 1863 She was
Married to one Jacob Miller who departed this life on or about the 19th
day of April A.D. 1866

2d The said Jacob Miller her late husband during her coverture with him was
Seized of an Estate of Inheritance in the following real estate in said County & Union and
Being part of Survey No. 5646 beginning at a beech & ash N.W. Corner of a lot of
land Sold by James H. Morrison to Jonathan Harris & in the line of Auburn Trs
land thence North 80° W with said Trs' line 109 poles to a hickory & ash
Petition to the corner of said Trs' land – thence & West with line of Timberlakes land
So far that a line run parallel with the first line will include forty acres off of
the North end of the lot bought by said Harris of George W. Freeman. also another
parcel in Same Survey commencing at a Stake Supposed to be the center of the Survey
thence west between Richard Timberlake & the lands Sold Windsor Acheson to
James Wells till it Strikes the center of the Rail Road. thence Northeasterly with
the center of said road till it Strikes the line between N. Trs & said land
Sold by Acheson to said Wells – thence Southerly along said line to the
beginning containing 114 1/2 acres more or less. Excepting about 2 acres conveyed

to the Rail Road Company leaving a total of 52 1/2 acres.
3. The defendants now claim to hold the estate of said Jacob Miller in said premises
4. The plaintiff prays that her reasonable Dower in said premises may be decreed to her and an assignment thereof made and such further relief as Equity requires.

N. A. Gilbert Atty

The State of Ohio Union County ss} Emma Miller being sworn says that She believes the facts & state & Allegations in her foregoing petition to be true Emma his X mark Miller
Sworn to by the said Emma Miller & by her subscribed in my presence this 19th day of August 1868 Taber Randall Clerk

Emma Miller Plff } In Court of Common Pleas within & for Union County Ohio
vs } Recipe
Alfred K. Miller et als } Clerk - Issue Summons on the above petition returnable according to law.

N. A. Gilbert Atty for petitioner

And thereupon the following writ was issued by the Clerk of said Court which reads to wit

Summons

The State of Ohio Union County ss. To the Sheriff of Union County. You are Commanded to notify Ethelind Miller Alfred K. Miller Joseph F. Miller Ellis Miller Amos Miller Hester Ann Miller Emma A. Miller & Lizzie Miller that they have been Sued by Emma Miller in the Court of Common Pleas of Union County & unless they answer by the 19th day of September A.D. 1868 the petition of the said plaintiff against them filed in the clerks office of said Court Such petition will be taken as true and Judgement rendered accordingly. You will make due return of this Summons on the 21st day of August A.D. 1868. Witness Taber Randall Clerk of said & the Seal thereof at Marysville this 22d day of August A.D. 1868 Taber Randall Clerk
And said Summons was returned filed & duly Endorsed as follows to wit Rec'd this writ Aug. 22. 1868 Served by delivering to Ethelind Miller Alfred K. Miller Joseph F. Miller Ellis Miller Emma A. Miller & Lizzie Miller each a certified copy of this writ Hester Ann Miller & Amos Miller not found in my County Fees $5.77 J. B. Helpley Sheriff

Afterwards On the 4 day of November 1868 the following Entry was made in the Journal of said Court which reads in the words & figures as follows to wit,

Emma Miller Plaintiff
vs
Alfred K. Miller Ethlinda Miller Joseph F. Miller Amos Miller Hester Ann Miller Emma A. Miller Ellis Miller & Lizzie Miller Defendants

On motion of N. A. Gilbert a friend of the said Joseph F. Miller Amos Miller, Hester Ann Miller Emma A. Miller Ellis Miller & Lizzie Miller infant defendants and it appearing to the Court that the said defendants Joseph F. Miller

Appt. of Guardian ad litem

Amos Miller, Hester Ann Miller are of the age of fourteen years and that the said defendants Emma A. Miller Ellis Miller & Lizzie Miller are under fourteen years of age & that they and each of the aforesaid defendants have neglected to apply in person for the appointment of a guardian for more than twenty days after the return of the Summons or Service upon them. It is therefore Ordered that Leonidas Piper be & he is hereby appointed Guardian for the said Joseph F. Miller Amos Miller Hester Ann Miller Emma A. Miller Ellis Miller & Lizzie Miller and thereupon came the said Leonidas Piper Guardian for the Suit and accepted said appointment.
And thereupon the following ~~order~~ Answer of Said Guardian ad litem was filed by the Clerk of said Court which reads in the words & figures as follows to wit,

Dower

Emma Miller Plaintiff
against
Alfred K. Miller Ethlinda Miller
Joseph F. Miller Ellis Miller Amos Miller
Hester Ann Miller Emma A. Miller & Lizzie Miller Defts.

Court of Common Pleas within
& for the County of Union Ohio
Answer

Now comes the defendants Joseph F. Miller Ellis Miller Amos Miller Hester Ann Miller Emma A Miller & Lizzie Miller by Leonidas Piper their Guardian ad litem & for their Separate Answer to the cause of action Setforth in Plaintiffs Petition Say That they are Infants of under years ignorant of the matters in controversy in this action And deny each & every allegation Setforth in plaintiffs petition & ask the friendly protection of the Court L. Piper Guardian ad litem

And Afterwards on the 5th day of November 1868 the following Entry was made in the Journal of Said Court which reads as follows

Emma Miller Plaintiff
vs
Alfred K. Miller Ethlinda Miller Joseph F. Miller
Hester Ann Miller Amos Miller Ellis Miller Emma A Miller
and Lizzie Miller Defendants

Petition for Dower

And now Comes the Said Plaintiff by her Attorney N. A. Gilbert And the Said defendants Joseph F. Miller Hester Ann Miller Emma A. Miller & Lizzie Miller Amos Miller & Ellis Miller by Leonidas Piper Esq. Guardian for the Suit And the Said Alfred K. Miller & Ethlinda Miller & each of them having failed to Answer plead Or demur to the Said petition thereupon this cause came up for hearing upon the petition Answer & Exhibits. On consideration whereof the Court find that the Said was Married to the Said Miller as She has in her petition Setforth & that during Said Coverture the Said Jacob Miller was Seized of an estate of Inheritance in the Said premises and that the Said Jacob Miller is now deceased & that the Said defendants are now in possession of Said premises claiming the estate of the Said Jacob Miller therein.

It is therefore adjudged & decreed that the Said be endowed of One full Equal third part of the lands & tenements in the Said petition described, and it is further Ordered that a writ issue to the Sheriff of Union County Ohio Commanding him that by the oaths of B. A. Jay Levy Ford & Trupton Ford three judicious disinterested men of the Vicinity who are not of kin to either party he cause Such dower to be Set off & assigned to the Said plaintiff according to law & that he forthwith return his proceedings in the premises.

And thereupon the following Writ of Dower was issued by Said Clerk which reads to wit,

The State of Ohio Union County ss To the Sheriff of Said County Greeting.

We Command You, That without delay by the Oaths of B. A. Jay Levy Ford & Trupton Ford You cause to be Set off and assigned to Emma Miller widow of Jacob Miller late of Said County deceased one full equal third part of the following real estate Situate in Said County of Union part of Survey No. 5646 Beginning at a beech & ash N.W. corner of a lot Sold to Jonathan Harris by James H. Morrison & in the line of Auburn Cross' land thence N 82° W with Said Cropses line 109 poles to a hickory & ash corner of Said Cropses land thence 8° W with the line of Timberlakes land So called So far that a line run parallel with the first line will include 40 acres off the north end of the lot bought by Said Harris of George W. Freman. Also another parcel in Said Survey Commencing at a Stake Supposed to be the center of the Survey thence west between Richard Timberlakes

Wife of Dower

Writ of Dower

& the lands Sold by Windsor Acheson to James Wells till it Strikes the center of the Rail Road thence northeasterly with the center of said road till it Strikes the line between A. Corp & said lands sold by Acheson to said Wells thence Southerly along said line to the beginning containing 14 ¾ acres more or lefs excepting about two acres conveyed to the Rail Road Company leaving a total of 12 ¾ in pursuance of an Order lately made in Our Said Court of Common Pleas within & for the Said County of Union in a certain Petition for Dower wherein the said Emma Miller is petitioner & Ethlinda Miller Alfred R. Miller & others are respondents and that in like manner by the same oaths of the same men you make a just & true appraisement of the yearly value of said real estate after deducting the necessary expenses & that you proceedings in the premises you distinctly certify under your hand to our said Court forthwith And have you then there this writ. Witnefs my name & the Seal of said Court at Marysville this 6th day of Novembr A.D. 1868 Taber Randall Clerk

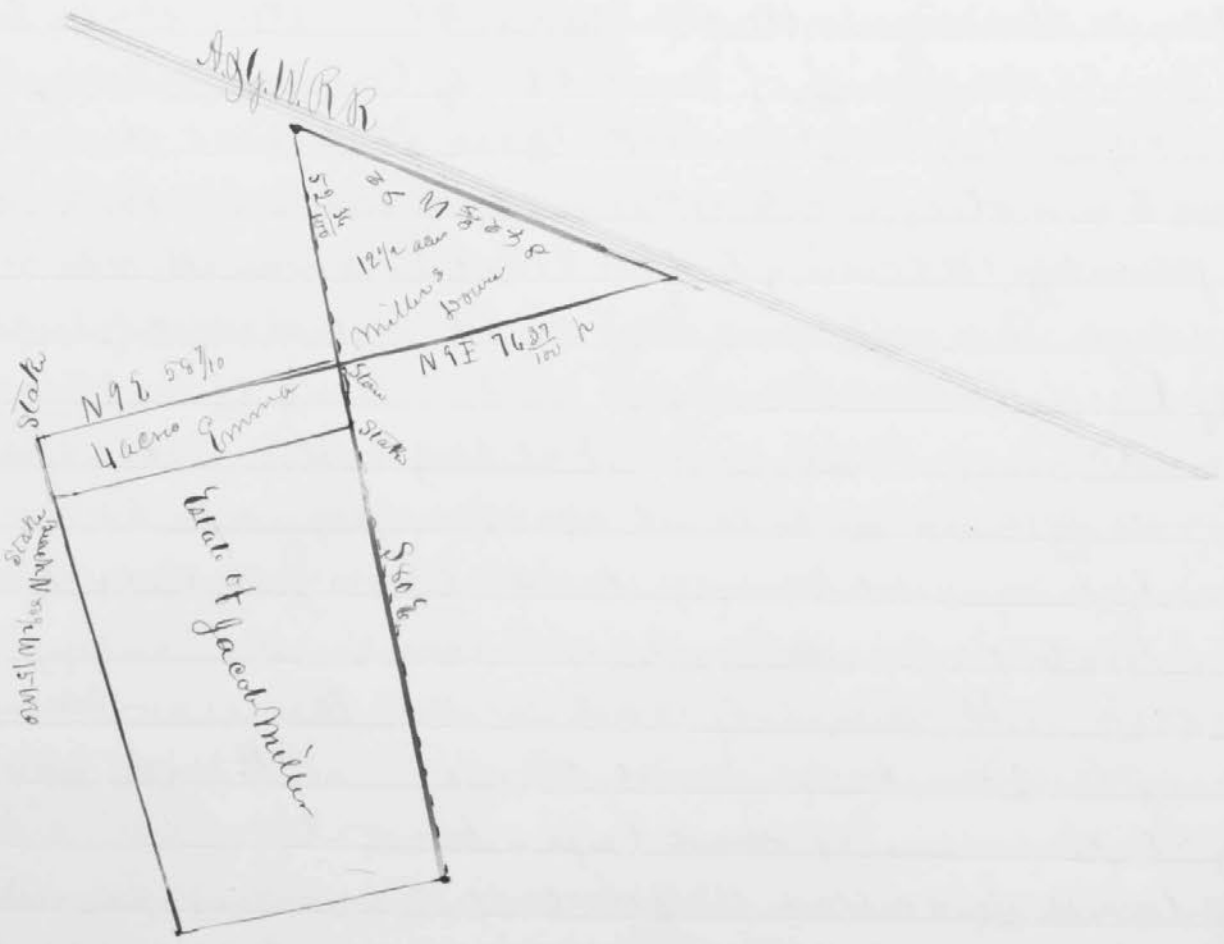
L.S.

And said Writ was returned endorsed by said Sheriff as follows to wit, As commanded by this writ I have by the oaths of Treyton Ind Levy Ford & B. F. Jay three judicious disinterested men of the vicinity who are not of kin to either of said parties caused to be set off and assigned to within named Emma Miller as her dower estate so much of the within described lands & tenements as is contained in the following boundaries to wit, Beginning at a stone in the center of a Township or County road & Southwesterly corner of lands owned by P. L. Styer thence with said Styers line N 9° E 76 32/100 poles to a Stake 57 feet from the center of the Barreled track of the A & G. W. R. R. thence parallel with said track 57 feet from the center thereof S 42 3/4 W 92 poles to a Stake in the center of said road - thence with the center of said road S 80° E 6 26/100 poles to a Stake in said road thence S 9° W 58 7/8 poles to a Stake from which a a beech bears N 80 ¼ W 15 Links thence from the Stake N 80 ¼ W 10 2/10 poles to a Stake in the line of John F. Elliotts land thence with his line N 9° E 58 7/10 poles to the beginning Containing Sixteen & one half acres more or lefs. Given under my hand 9th Nov. 1868.

Sheriffs Return

Fees of bonds $11.00 Shffs fees $5.15

J. B. Whelpley Sheriff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Afterwards on the 10th day of November 1868 the following Entry was made in said Journal which reads by

Emma Miller Plff
vs
Alfred K. Miller Et. als } Petition for Dower

On motion to the Court by R.A. Gilbert counsel for the Plaintiff and upon producing the Sheriff's return & the Apignment of Dower herein made under the former Order of this Court, and the same being found by the Court to be in all respects in conformity to law. It is ordered that the said proceedings & Apignment of Dower be & the same is hereby approved & confirmed. And that the said Emma Miller hold and possess said lands so Apigned as & for her reasonable Dower in and to the said premises.

And it is further Ordered that a Writ of Seizen to the said Sheriff, commanding him to deliver to the said Emma Miller full possession of the lands Apigned to her as Aforesaid.

And it is further Ordered that the said Emma Miller pay one third of the costs ~~Taxed~~ in this Suit taxed to ₰ And the said defendants pay two thirds of the costs of this Suit taxed as aforesaid at ₰ within ten days and in default thereof that an Execution issue therefor as upon Judgments at Law

Taber Randall Clerk

David Wood
vs
Aaron Thornton Et als } Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court in Marysville within and for the County of Union in the State of Ohio on

12th day of November A.D. 1869. Heretofore on the 27th day of August 1868 the following Petition was filed with the Clerk of said Court which reads to wit:

David Wood Plaintiff
against
Aaron Thornton & Mary Thornton & Job Dillon Defendants } Petition

Court of Common Pleas Union County Ohio

Petition.

The Plaintiff Says. On the 30th day of April 1866 the defendant Aaron Thornton made delivered to plaintiff his two promissory notes that date & thereby promised to pay to plaintiff or bear the sum of (₰ 800) eight hundred dollars with interest as follows on or before the 1st day of April 1867 four hundred dollars with use. On or before the 1st day of April 1868 four hundred dollars with use. The defendants Aaron & Mary Thornton on the 30th day of April 1866 to secure the payments of said notes executed & delivered to the plaintiff their Mortgage deed and thereby conveyed to the plaintiff his heirs & assigns the following lands & tenements, Situate in said County of Union & State of Ohio and bounded & described as follows to wit, being part of Survey No. 6363 6776 & 3463 beginning at a Stake in the center of Millcreek & N.E. corner of David Paul's land. Thence N 76° W 2 6/10 poles to a Stone corner to I.L. Wiswells lot to a Black walnut N 14¼° W 3 poles & 14 links - thence with said Wiswells line N 80° 35' E. 42 poles to a Stake near the Mill - thence N. 7 7/4 poles to a Stake thence N 12¼° E 4½ poles to a Stake on the South bank of Millrace - thence with said race bank N 66° 20' W 32 4/5 poles to a Stake thence N 40½ W 16⅔ poles to a Stake near the head gate of said race - thence S 32° W 8 4/5 poles to a black walnut on the North bank of Millcreek thence N 73 3/4° W 14 poles to a Stake crossing the Creek of 5 poles thence N, W, 10 poles & 23 links to a Sycamore

Petition

Standing of the South bank of the Mill pond far enough from the water to leave room to make a Dyke thence up the South bank of the pond N 62½° W 24¾ poles to a hickory thence S 20½° W 10 poles to a Stake thence S 54½° W 10¾ poles to a Black walnut & Buckeye corner of T. C. Hendersons land thence N 40½° W 2 poles to a Stake in the center of the creek - thence with the center of the creek with the Meanders thereof to a Stake Corner to Nathaniel ~~Hayward~~ Stewart land thence with the west line of said lot N 7½° W 39 poles to a Stake & Stone on the high bank of the creek - thence with said high bank where a fence now Stands with said fence N 81¼° E 11½ poles S 66½ E 11⅘ poles thence S 40½° E 5¾ poles - S 31° E 12 3/10 poles S 75° E 21⅓ poles S 79° E 21 poles to a Stake between two red oaks Original corner to W. Lockwood & corner to T. L. Wiswell thence with his line S 60° E 10¾ poles to a Stake - thence S 82° E 95½ poles to the center of the road & corner to David Lockwoods land thence with said road S 8° 35' W 82 7/10 poles to the place of beginning containing 35¾ acres be the same more or less.

The condition contained in said Mortgage deed was in substance that Whereas the said Aaron Thornton has executed & delivered to the said David Wood the grantee his two promissory notes of even date herewith for the following sums of money & payable as follows one & payable April 1st 1867 ($400) Four hundred dollars with use & four hundred dollars one & payable April 1st 1868 with use If said Aaron Thornton shall pay said several sums of money with the interest thereon when they shall become due then this deed shall be void otherwise shall remain in full force and virtue in Law.

On the 21st day of August 1866 at 11 Oclock A. M. the said Mortgage was delivered to the Recorder of said County to be by him recorded & was recorded on the 24th day of August 1866. The plaintiff says that said deed has become absolute, there is remaining unpaid upon said indebtedness the Sum of ($562 09) Five hundred & Sixty two 9/100 dollars with interest on four hundred dollars from April 30th 1866 & also interest on One hundred & Sixty two 62/100 dollars from January 3d 1868.

The plaintiff says that Mary Thornton is the wife of Aaron Thornton & joined with him in the Mortgage deed which Mortgage deed was given by said defendants to the plaintiff to secure the purchase money of said land plaintiff therefore asks the said Mary Thornton be made a party defendant in this suit The plaintiff further says that he is informed that Jot Dillon has since purchased said land of said Aaron & Mary Thornton - The plaintiff therefore asks that said Jot Dillon be required to Answer & Set up whatever title or interest he may have in said real estate. The plaintiff asks that said Mortgage may be foreclosed the said premises Ordered to be Sold & the proceeds applied to the payment of said debt And that an execution be awarded for the balance A Copy of said notes is hereto Attached and marked "A" and made part of this petition

Porter & Sterling Attorneys for Plaintiff

State of Ohio Union County ss A. James Sterling being Sworn says that he is one of the Attys in the above Suit duly authorised in the premises & the States that the above Suit is founded upon a written instrument for the payment of Money only & is now in his possession, and the facts Stated & the allegations made in the foregoing petition are as he believes true. A. James Sterling

Sworn to before me by A. James Sterling & Signed by him in my presence this 27th day of August 1868

Taber Randall Clerk

To the Clerk - You will issue a Summons upon the petition in the above case returnable according to law Endorse Suit to foreclose mortgage Amount claimed

Summons

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Amount claimed

Summons

D.D.

$562.09 with interest on four hundred of this Sum from April 30th 1866 and interest on $162.09 from Jany 3d 1868 Aaron & Mary Thornton of Saba Porter & Sterling Attys for Plaintiff
Afterwards the following writ was issued by the Clerk of said Court which reads as follows
The State Of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify Job Dillon that he & others have been Sued by David Wood in the Court of Common Pleas of Union County and that unless he answer by the 26th day of September A.D. 1868 the Petition of the plaintiff against them filed in the Clerks office of said Court such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons on the 7th day of September A.D. 1868. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 28th day of August A.D. 1868. Taber Randall Clerk.
And said Summons was returned duly endorsed as follows to wit. "Rec'd August 28th 1868 Served Sept. 2d 1868 by delivering to the defendant a certified copy of this writ
Fee & Service 40 Mil. 100 Copy 25 Return 12 = $1.77 J. B. Whelpley Sheriff
Also the following writ was issued by said Clerk which reads as follows to wit
The State of Ohio Union County ss. To the Sheriff of Logan County. You are commanded to notify Aaron Thornton & Mary Thornton that they et.als have been Sued by David Wood in the Court of Common Pleas of Union County and that unless they answer by the 26th day of September A.D. 1868 the Petition of the Plaintiff against them filed in the Clerks office of said Court such Petition will be taken as true and Judgement rendered accordingly. You will make due return of this Summons on the 7th day of September A.D. 1868. Witness Taber Randall Clerk of said Court & the Seal thereof, at Marysville this 28th day of August A.D. 1868 Taber Randall Clerk
And said Summons was returned duly endorsed as follows to wit,
Rec'd. this writ Sept. 1st 1868 and Served by delivering a certified Copy of this writ with the endorsment thereon to Mary Thornton within named defendant personally & Aaron Thornton dft. within named by Copy left at his usual place of abode Sept. 7th 1868 Fees $3 35 E. Powers Sheriff L Co.
Afterwards on the 12th day of November 1868 the following entry was made in the Journal of said Court. to wit,

David Wood vs Aaron Thornton et.als

Court of Common Pleas Union County Ohio.
Now comes the said David Wood by his Attorneys and the said Aaron Thornton Mary Thornton & Job Dillon Still failing to Answer or demur to said petition of the plaintiffs it is considered that the said plaintiff ought to recover the amount due him by reason of the premises. And the Court with the consent of the plaintiff find that there is due from the said defendant to the said plaintiff on the notes in said petition set forth the sum of $631 46/100
It is therefore considered by the Court here that the said plaintiff recover of the said defendants the said Sum of $631 46/100 the sum found due as aforesaid and his costs taxed to $
And it is further Ordered & adjudged that in case the said defendants fail for three days from the close of this term of Court to pay the said plaintiff the said Sum of $631 46/100 so as aforesaid found due with costs of suit an Order of Sale issue to the Sheriff of said County Commanding him to cause said lands & tenements in said petition described to be appraised advertised & sold according to law and apply the proceeds of said sale in Satisfaction of the said judgement so as aforesaid rendered & that he be Ordered to bring the residue into Court Subject to the further Order of the Court. And if the proceeds arising from the Sale of said premises do not satisfy said judgement & costs that an execution be awarded for the balance

Attest Taber Randall Clerk

Eberly & Shead
vs
J. W. Robinson Admr &c et als

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 7th day of November A.D. 1866. Heretofore on the 18th day of January 1867 the petition of the plaintiff was filed with the Clerk of said Court which reads to wit

Isaac Eberly & Edmund E. Shead
Partners under the name of
Eberly & Shead Plaintiffs
against
J. W. Robinson Administrator of
the Estate Elijah Smith deceased
Elizabeth Harriott & Saml Harriott her husband Defts

Court of Common Pleas of Union County Ohio,

Petition

The said plaintiffs say they are partners doing business in the State of Ohio in the name & Style of Eberly & Shedd and that there is due them on the account hereto attached from the Estate of Elijah Smith deceased the sum of One hundred & Sixty four dollars & fifty eight cents. that the said J. W. Robinson is the Administrator of said Estate duly appointed & qualified that the said Elizabeth Harriott was the widow of said Elijah Smith deceased but is now intermarried with said Samuel Harriott. that by a mutual arrangment made by said plaintiffs with said Administrator & said Elizabeth when she was widow as aforesaid. the said Elizabeth agreed with said plaintiffs & said Administrator that she would pay all the debts of said Estate in consideration that said Administrator with the plaintiffs consent would leave with her for her own use all of the personal estate of said decedent — That in pursuance of said agreement the said account was presented to said Elizabeth (while she was widow as aforesaid) then amounting to Two hundred & forty Eight dollars & one cent & interest and she accepted the same as just & valid account & claim against said Estate & paid One hundred thereon but ever since she has refused to pay the balance thereof Amounting One hundred & Sixty four dollars & fifty eight cents which last mentioned Sum remains unpaid & is still due to the plaintiff Therefore the plaintiffs ask judgement against said defendants for said Sum of One hundred & Sixty four dollars & fifty eight cents due them as aforesaid

John B. Coats Attorney for Plaintiffs

The State of Ohio Franklin County ss I E. E. Shedd one of the plaintiffs being duly sworn do depose & say that the several allegations of the foregoing petition are true as I truly believe E. E. Shedd

Sworn to by the said E. E. Shedd before me & Signed in my presence this 17th day of January A.D. 1867

J. Rowenbetter Justice of the Peace & Notary Public [N. P. Seal]

Issue a Summons for the above named defendants to the Sheriff of Union County returnable according to law Amount claimed One hundred & Sixty four dollars & fifty eight cents

To the Clerk of Court of Common Pleas
of Union County Ohio January 18th 1867

John B. Coats
Atty for Plaintiffs

And thereupon the following Summons was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to notify J. W. Robinson Admr of the estate of Elijah Smith decd Elizabeth Harriott & Samuel Harriott that they have been sued by Isaac Eberly & Edmund E. Shedd partners under the name of Eberly & Shedd in the Court of Common Pleas of Union County and unless they answer by the 16th day of February A.D. 1867 the Petition of the said Plaintiffs against them filed in the Clerks office of said Court such petition will be taken as true and judgement accordingly. You will make due return of this Summons on the 28th day of January A.D. 1867.

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 19th day of January A.D. 1867

Taber Randall Clerk C.C.P.

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Plaintiffs
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Said Summons was duly returned endorsed as follows to wit Rec'd this writ January 20th 1867
Served January 28th 1867 by delivering to each of the defendants a certified copy of this writ Fees Service 90
Mileage 100 copies 75 Return 12 = $ 2.77 J.B. Whelpley Sheriff

Afterwards On the 8th day of February 1867 the following Answer was filed with said Clerk which reads to wit

Eberly & Shedd Plffs
against
J.W. Robinson Administrator of the estate of Elijah Smith dec'd,
Elizabeth Harriott and Samuel Harriott Defendants

Court of Common Pleas Union County Ohio
Answer.
The said Elizabeth Harriott & her husband Samuel Harriott Answer

Answer. to the Petition of Plaintiffs and deny that they or either of them or that the estate of the said Elijah Smith deceased is indebted on account to Plaintiffs in the Sum of One hundred & Sixty four 5/100 dollars or that they or either of them or said estate is indebted to plaintiffs in any Sum whatever or in any manner whatever.

2d Said defendants aver that said account so Sued upon by plaintiffs has long since been fully paid to plaintiffs Porter & Sterling Attys for Defts

The State of Ohio Union County ss. Elizabeth Harriott & Samuel Harriott being duly Sworn Sworn say that they believe the facts stated in the foregoing Answer to be true

Elizabeth A. Harriott Samuel Harriott

Sworn to by Elizabeth Harriott & Samuel Harriott before me & Signed by them in my presence Feby 8th 1867 Taber Randall Clerk

Afterward on the 21st day of February 1867 the following Reply was filed with said Court which reads to wit

Isaac Eberly & Edmund E. Shedd Partners under
name of Eberly & Shedd Plaintiffs
Against
J.W. Robinson Administrator of the estate of Elijah Smith deceased
Elizabeth Harriott & Samuel Harriott Defendants

Court of Common Pleas
Union County Ohio
Reply.

And now come the said plaintiffs & Reply to the Second defense contained in the defendants Answer to the petition of the said Plaintiffs and deny each & every allegation contained in the said Second cause of defense in said Answer John B. Coats Attorney for Plaintiffs

Reply. The State of Ohio Union County ss. John B. Coats being Sworn says that he is the Attorney of the above named plaintiffs duly Authorized in the premises that said plaintiffs are not residents of the said County of Union and that the facts stated in the foregoing pleading are true as affiant verily believes

John B. Coats

Sworn to by John B. Coats before me & Signed by him in my presence this 21st day of February A. D. 1867 Taber Randall Clerk

And on the 31st day of October 1867 the following Entry was in the Journal of said Court which reads as follows

Eberly & Shedd
vs
J.W. Robinson Admr &c

This day came the parties by their Attorneys & thereupon came a jury to wit, Nelson Cone Jacob Parthemore, John Maskill J.M. Cassil regular jurors & John L. Sabin Wm M. Robinson Joseph Hawn Joseph Powers Daniel Longbrake Moses Thompson W.L. Miller G.L. Sellers tales Jurors who being duly empannelled & Sworn the truth to Speak upon the issue Joined between the parties upon their oaths do Say they find for the defendants

It is therefore considered ordered & adjudged that the said defendants go hence without day & recover of the plaintiffs their Costs herein Expended taxed at $

Thereupon the plaintiffs demanded a second trial which was allowed by the Court & the Bond fixed at $150 (This demand for 2d trial was allowed by the Court Nov. 8th 1867)
And on the 30th day of November 1867 the following Bond was filed with said Clerk which reads,
KNOW all men by these presents that we Isaac Eberly Edmund E. Shedd Robert Snodgrass & William Cartmell are held & firmly bound unto J.W. Robinson Administrator of the Estate of Elijah Smith deceased Elizabeth Harriott & Samuel Harriott her husband in the penal sum of One hundred & fifty dollars to the payment of which well & truly to be made we bind ourselves our heirs Executors & Administrators, Sealed with our Seals dated this 30th day of November A.D. 1867— The condition of the above Obligation is such that the said J.W. Robinson Administrator of the estate of the Estate of Elijah Smith deceased Elizabeth Harriott & Samuel Harriott her husband recovers Judgement against the said Isaac Eberly & Edmund E. Shedd in the Court of Common Pleas of Union County Ohio at the October Term thereof A.D. 1867 for the Sum of $ the costs of suit in a certain action pending in said Court wherein the said Isaac Eberly & Edmund E. Shedd partners under the name of Eberly & Shedd were plaintiffs & the said J.W. Robinson Adms. of the estate of Elijah Smith deceased Elizabeth Harriott & Samuel Harriott her husband were defendants and the said Isaac Eberly & Edmund E. Shedd plaintiffs under the name of of Eberly & Shedd were allowed a second Trial by the Court according to the Statute on giving their undertaking in the Sum of One hundred & fifty dollars with Security to the Satisfaction of the Clerk of said Clerk.
Now therefore if the said Isaac Eberly & Edmund E. Shedd partners under the name of Eberly & Shedd shall abide & perform the Order & Judgement of the Court and pay all monys which may be required or awarded against them consequent upon such second Trial then the above undertaking shall be void Otherwise to be & remain in full force & Virtue. Isaac Eberly Seal
E. E. Shedd Seal Robert Snodgrass Seal William Cartmell Seal
Approved November 30th 1867 Taber Randall Clerk

2d Trial Bond

Afterwards on the 7th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words following to wit,

Isaac Eberly & Edmund E. Shedd Partners &c.
vs
J.W. Robinson Admr. of Elijah Smith dec'd Elizabeth Harriott and Samuel Harriott her husband

This day came the plaintiffs and the defendants Samuel Harriott & Elizabeth Harriott none appearing for J.W. Robinson Admr. of Elijah Smith dec'd who still failing to answer is in default
Thereupon came a Jury to wit. E. E. Smith & W.H. Titus regular Jurors & Levi Longbrake John E. Price Franklin Justice, Reuben Foote John Gray, George Snodgrass D.G. Cross Henry Crist, W.A. Bellus & Hugh McFadden tales jurors to the number of twelve good & lawful men of the County who being duly empanelled & Sworn to try the issue joined between the parties upon their oaths do find for the plaintiffs and assess the amount due to them as alleged in said petition at $175 75
It is therefore Considered that the plaintiffs from the said Samuel Harriott & Elizabeth Harriott his wife & the said J.W. Robinson as Administrator of Elijah Smith deceased the Sum of $175 75 And also their costs to be taxed the same to be paid by the said Admr. to be paid only out of Assets of the real or personal property of said estate which have come or may come into his hands

Attest Taber Randall Clerk

Petition

William Toby
vs
J. M. Hubbard et al

Pleas before his Honor J. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville on the 13th day of November A.D. 1868. Heretofore on the 3d day of October 68 the Petition of said Plaintiff was filed with the Clerk of said which reads to wit,

William Toby Plaintiff
Against
Jasper M. Hubbard &
Louisa Hubbard Defendants

Court of Common Pleas Union County Ohio Petition.

The Plaintiff Says that on the 1st day of April 1864 the defendant Jasper M. Hubbard made & delivered to the plaintiff his Several promissory notes of that date & thereby promised to pay to plaintiff or bearer the Sum of Four thousand One hundred dollars payable as herein after State for Value received. The defendant Jasper M. Hubbard & Louisa Hubbard the wife of said Hubbard on the 1st day of April 1864 to Secure the payment of said notes executed & delivered to the plaintiff their Mortgage and and thereby conveyed to the plaintiff his heirs & asigns the following lands & tenements Situate in said County of Union & State of Ohio. Bounded & discribed as follows being part of Survey No. 5289 and lying on the waters of Bokes creek beginning at a Lynn, Buck & Sugartree N. E. corner to Bayley & Merrimans Survey No. 3234 & N.W. corner to their Survey No. 3237 & S.W. Corner to David Williams Survey No. 13056 thence with the N line of said Survey No. 3234 N 82° W 318 6/10 poles to a Stake in said line & S.E corner to J. Figleys land thence with said Figleys E. line N 8° E. 86 1/2 poles to a Stake in the S. line of A. G. Brooks land, thence with his S. line S 82° E 92 6/10 poles to a Stake in the center of the County road from Knoyes Mill to Bokes creek & S.E. corner to said Brooks land thence with the Center of said road N 8° E. 28 1/2 poles to a Stake in the center of said road & S.W. corner to the Hargrave lot thence with this S. line S 82° E 170 1/2 poles to a Stake in the W. line of A. Shirks land & S.E. corner to said Hargraves land thence S 8° W 18 8/10 poles to a Stake S.W. corner to said Shirks land thence with his South line S 80° E 55 22/100 poles to a Stake in the west Original line of said Williams No 13505 thence S 8° W with said Williams line 95 1/4 poles to the beginning & Containing two hundred acres more or less.

Petition

The Condition Contained in said Mortgage deed was in Substance that if said Jasper M. Hubbard Shall well and truly pay said Sum of Four thousand One hundred dollars with interest as follows. Five hundred dollars on the 1st day of July 1864 and Five hundred dollars due July 1st 1865 & five hundred dollars July 1st 1866 and five hundred dollars July 1st 1867 and Five hundred dollars July 1st 1868 and five hundred dollars July 1st 1869 & five hundred dollars July 1st 1870 And Six hundred dollars July 1st 1871. Now if Jasper M. Hubbard his heirs or asigns Shall well & truly pay said Several Sums of Money when the Shall become due with the interest thereon then these presents Shall be void Otherwise Shall be & remain in full force & Virtue in law. On the 7th day of October 1864 at 10 Oclock P.M. the said Mortgage deed was delivered to the Recorder of Union County to be by him recorded which was accordingly done on the 11th day of October 1864 in Book 5 pages 56 & 57. The said deed has become absolute. There is due & remaining unpaid upon said indebtedness the Sum of ($500) five hundred dollars with interest from the 1st day of April 1864. The plaintiff asks that said Mortgage may be foreclosed, the said premises Ordered to be Sold & the proceeds applied to the payment of said debt and that an execution be awarded for the balance.

Porter & Sterling Attys for Plaintiff

The State of Ohio Union County ss. } A. James Sterling being Sworn Says

he is One of the Attorneys duly authorised in the premises the States that the plaintiff is a nonresident of said County and is now absent therefrom Affiant States that the facts Stated & allegations made in the foregoing petition are true as he believes A James Sterling
Sworn to by A James Sterling before me & signed by him in my presence this 3d day of October 1868 Taber Randall Clerk

Precipe

To the Clerk — Issue a Summons upon the within Petition returnable according to law Endorse Suit to foreclose Mortgage Amount claimed $500, with interest from the 1st day April 1864 Porter & Sterling Attys for Plff

Thereupon the following writ was issued by said Clerk which reads as follows to wit,
The State of Ohio Union County ss. To the Sheriff of Union County,
You are commanded to Notify Jasper M. Hubbard & Louisa Hubbard that they have been sued by William Toby in the Court of Common Pleas of Union County and unless they Answer by the 31st day of October A.D. 1868 the petition of the Plaintiff against them filed in the Clerks office of said Court Such Petition will be taken as true and Judgement rendered accordingly
You will make due return of this Summons on the 1st day of October A.D. 1868. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 3d day of Octobr A.D. 1868 Taber Randall Clerk
(L.S.)
Said Summons was duly returned endorsed as follows to wit "Rec'd Oct. 3d 1868 Served Oct. 5th 1868 by delivering to each of the defendants a certified copy of this writ Fees Servin 65 Mil. 15 Copies 50 Return 11 = $2,71 J. B. Wheatley Sheriff
Afterwards On the 13th day of November A.D. 1868 the following entry was made in the Journal of said which reads in the words following to wit,

William Toby }
vs } Now comes the said William Toby by his Attorneys and
J. M. Hubbard } the said J. M. Hubbard Still failing to demur or Answer to the said petition it is considered that the said plaintiff ought to recover the amount due him by reason of the premises And the Court with the consent of the said plaintiff find that there is due the said plaintiff on the note in said petition set forth the Sum of ($638 75/100) Six hundred & thirty eight & 75/100 dollars.

Entry

It is therefore considered by the said Court here that the said plaintiff recover of the said defendant the said Sum of $638.75 the Sum so found due as aforesaid and also his costs taxed to $
And it is further Ordered & adjudged that in case the said defendant fails for four days from the close of this Term of Court to pay the said plaintiff the said Sum of $638.75 so as aforesaid found due with costs of Suit An Order issue to the Sheriff of this County commanding him to cause said lands & tenements in said petition described to be appraised advertised & Sold according to law & apply the proceeds of said Sale in the Satisfaction of said judgment so as aforesaid rendered
And that the proceeds arising from the Sale of said lands & tenements as aforesaid after paying the judgement as aforesaid be brought into Court Subject to the further Order of the Court.

Attest Taber Randall Clerk

Henderson & Scott
vs
Lewis Evans

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 11th day of November 1868. Heretofore on the 10th day of November 1868 the Petition of the said Plaintiff was filed with the Clerk of said Court which reads in the words following to wit,

Robert M. Henderson & O. M. Scott Partners in busines under the firm name & Style of Henderson & Scott Plaintiffs
vs
Lewis Evans Defendant

Court of Common Pleas
Union County
Petition.

The Plaintiffs say - This their action is founded upon promisory note of which the following is a copy with the credits thereon.

Marysville Ohio Aug. 15th 1867

One day after date for value received I promise to promise to pay Henderson & Scott or bearer Fifty four 53/100 ($54 53) dollars with Six per cent interest from date if not paid at maturity until paid. And I hereby dispense with demand of payment, protest & notice of non payment of this note and authorise any Attorney at Law to appear for us or either of us at any time after same shall become due in any Court of record in the State of Ohio & confess and waive the issuing & Service of process & confess Judgement against us or either of us in favor of the holder or holders of this note for the amount of said note & interest on the same at the rate of Six per cent per annum after the shall become due together with costs of Suit and release all Errors & Writs of Error & waive the Stay of Execution & all right of appeal in this behalf. Witnes my hand & Seal this 15th day of August 1867

Lewis Evans [Seal]

On the above note there is the following credit. Rec'd on the within twenty five ($25) dollars Sept. 5th 1867 - There is due from defendant to the plaintiffs the sum of $ 29 89/100 with interest on the same from the 5th day of Sept. 1867 - There is due from defendant to the plaintiffs on said note the Sum of twenty nine 89/100 dollars ($29 89) with interest from the 5th day of Sept. A.D. 1867 which they claim & for which they ask judgement L. Piper Pffs Atty.

The State of Ohio Union ca ss O. M. Scott of the firm of Henderson & Scott being Sworn Says he believes the facts Stated & allegations in the forgoing petition are true O. M. Scott

Sworn to before me and Signed in my presence this 10th day of Novemb 1868

Tiber Randall Clerk

And thereupon the following Answer was filed with the Clerk of said Court which reads as follows to wit

Robert M. Henderson & O. M. Scott Partners in busines under the firm name of & Style of Henderson & Scott Pffs
vs
Lewis Evans Defendant

In Union Common Pleas Answer

And now comes the said Lewis Evans Defendant by his Attorney M. C. Lawrence who appeared by virtue of a Power of Attorney for that purpose executed and waive the issuing & Service of process & by virtue of said warrant of Attorney confesses that the said Lewis Evans does owe the said Henderson & Scott Plaintiffs the Sum of thirty two 6/100 dollars at this date as the said Plaintiffs have in their petition alleged & he consents that judgement be entered in favor of the Plaintiffs against the said defendant for said Sum & And by virtue of the same warrant of Attorney the said M. C. Lawrence Attorney hereby release all errors & waives all right of appeal

Lewis Evans By M. C. Lawrence his Atty

Afterwards On the 11th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words and figures as follows to wit.

Henderson & Scott } Cognovit.
vs }
Lewis Evans } And now comes the said Henderson & Scott by L. Piper their Attorney & filed their Petition against the said Lewis Evans & thereupon M. C. Lawrence one of the Attorneys of this Court Appeared in open Court in behalf of the said Lewis Evans & by virtue of a Warrant of Atty for that purpose executed & now produced in Open Court & duly proved waived the issuing & Service of process and confessed that the said Lewis Evans does owe the said plaintiffs the said Sum of Thirty two 6/100 dollars as the said plaintiffs have in their said Petition set forth. It is therefore considered that the said Henderson & Scott do recover of the said Lewis Evans the said Sum of thirty two 6/100 dollars so confessed to be due and also their costs in this behalf expended taxed to $ and by virtue of the same warrant of Attorney all error is released and all right of appeal waived by the said Lewis Evans

Attest Taber Randall Clerk

Henderson & Scott } Pleas before his Honor J. S. Conklin Presiding Judge
vs } at a Court of Common Pleas begun & held at the Court House
J. M. Kinikin } in Marysville on the 11th day of November A.D. 1868
Heretofore to wit, On the 10th day of November 1868 the Petition of said Plaintiff was filed with the Clerk of said Court which reads,

Robert M. Henderson & O. M. Scott partners in busines under the firm name of Henderson & Scott Plaintiffs } Court of Common Pleas
vs } Union County,
J. M. Kinikin } Petition,

The Plaintiffs say this their action is founded upon a promissory note of which the following is a Copy, "Marysville Ohio Apl. 30th 1867 "Thirty days after date for value received I promise to pay Henderson & Scott or "bearer twenty three dollars with Six (6) per interest from date. And I hereby "dispense with demand of payment Protest & Notice of Non payment of this note "and authorise any Attorney at Law to appear for us or either of us at any time after the same shall become in any Court of Record in the State of Ohio or elsewhere and waiving the issuing & Service & Service of Process & confess Judgement against us or either of us in favor of the holder or holders of this note for the Amount of said note & interest on the same at the rate of Six per cent per annum after the same shall become due together with costs of Suit & release all errors writs of error and waive the Stay of Execution and all right of Appeal in this behalf. Witness my hand and Seal this 30th day Apil A.D. 1867 J. M. Kinikin
There are no credits thereon. There is due from the defendant to the plaintiffs on said note the Sum of twenty three ($23.00) dollars which they claim with interest from the 30th day of Apil A.D. 1867 and for which they ask judgement. L. Piper Pltffs Atty.
The State of Ohio Union County ss. } O. M. Scott of the firm of Henderson & Scott being Sworn Says he believes the facts Stated & Allegations in the foregoing Petition are true
O. M. Scott
Sworn to before me & Signed in my presence this 10th day of Nov. 1868
Taber Randall Clerk

And thereupon the following Answer was filed with the Clerk of said Court which reads to wit,
Robert M. Henderson & O.M. Scott partners in busines
under the firm name of Henderson & Scott Plffs } In Union Common Pleas
vs } Answer.
J. M. Kinikin Defendant } And now comes the said J.M. Kinikin
Defendant by his Attorney M.C. Laurence who appears by virtue
of a Warrant of Attorney for that purpose executed and waives the issuing & Service of process
And by virtue of said Warrant of Attorney confesses that the said J. M. Kinikin does owe
the said Henderson & Scott Plffs the Sum of twenty five 15/100 dollars at this date as the said
Plaintiffs have in their Petition alleged and he consents that judgment may be entered
in favor of the plaintiffs against the said defendant for said Sum.
And by virtue of the same Warrant of Attorney the said M.C. Laurence Attorney
hereby releases all errors & waives all right of appeal J.M. Kinikin By M.C. Laurence his Atty

Afterwards on the 11th day of November 1868 the following entry was made in the journal
of said Court which reads in the words and figures as follows to wit,
Henderson & Scott } Cognovit
vs }
J. M. Kinikin } And now comes the said Henderson & Scott by
L. Piper their Attorney ~~Cognovit~~ and file their petition against
the said J. M. Kinikin and thereupon M.C. Laurence one of the Attorneys
of this Court appeard in open Court in behalf of the said J. M. Kinikin and by
virtue of a warrant of attorney for that purpose executed & now produced in to the Court
and duly proved waived the issuing & Service of process and confessed the said J. M. Kinikin
does owe to the said plaintiffs the said Sum of twenty five 15/100 dollars as the said Plaintiffs
have in their said Petition set forth.
It is therefore considered that the said Henderson & Scott do recover of the said J. M.
Kinikin the said Sum of twenty five 15/100 dollars and also their costs in this behalf expended
taxed to dollars & cents and that by virtue of the same Warrant of attorney all
error is released and all right of appeal waived by the said J. M. Kinikin

Attest) Silas Randall Clerk

Henderson & Scott } Pleas before his Honor J.S. Conklin Presiding Judge at
vs } a Court of Common Pleas begun & held at the Court House in
J. P. Graham } Marysville within & for the County of Union & in the State of
Ohio On the 11th day of November A.D. 1868 Heretofore on the
10th day of November 1868 the following Petition was filed with the Clerk of said Court to wit,
Robert M. Henderson & O.M. Scott Partners in busines
under the name & Style of Henders & Scott Plaintiffs } Court of Common Pleas
vs } Union County
J.P. Graham Defendant } Petition
The Plaintiffs say – This their action is founded on a
promissory note of which the following is a copy. Marysville Ohio Aug. 31st 1868
One day after date I promise to pay (for value received) Henderson & Scott or bearer
fourteen 90/100 dollars ($14.90) with Six per cent interest from date and I hereby dispense
with demand of payment protest and notice of non payment of this note & authorise
any Attorney at law to appear for us or either of us at any time after the same
shall become due in any Court of record in the State of Ohio or elsewhere and

waiving the issuing and Service of Summons & Confess Judgement against us & either of us in favor of the holder & holders of this note for amount of said note & interest on the same at the rate of six per cent per annum after the same shall become due together with costs of Suit & release all errors & writs of error and waive the Stay of Execution & all right of appeal in this behalf. Witness my hand & Seal this 31st day of August 1868

J. P. Graham Seal

There is due from defendant to the Plaintiffs on said note the Sum of Fourteen 9/100 dollars which they claim with interest from the first day of September 1868 & for which they ask Judgement

L. Piper Plaintiffs Atty

The State of Ohio Union County ss O. M. Scott of the firm of Henderson & Scott being Sworn says he believes the facts Stated & allegations in their foregoing petition to be true

O. M. Scott

Sworn to before me & signed in My presence this 10th day of November A.D. 1868

Taber Randall Clerk

And thereupon the following Answer was filed with said Clerk which reads to wit

Robert M. Henderson & O. M. Scott Partners in busines under the firm Style of Henderson & Scott Plaintiffs } In Union Common Pleas

vs

J. P. Graham Defendant } Answer,

And now comes the said J. P. Graham Defendant by his Attorney M. C. Laurence who appears by virtue of a Warrant of Attorney for that purpose executed & waived the issuing & Service of process And by virtue of said Warrant of Attorney confesses that the said J. P. Graham does Owe the said Henderson & Scott Plaintiffs the Sum of fifteen 9/100 dollars at this date as the said plaintiffs have in their petition alleged And he consents that judgement be entered in favor of the plaintiffs against him the said defendant for said Sum.

And by virtue of the same Warrant of Attorney the said M. C. Laurence Atty. hereby releases all Errors & waives all right of Appeal.

J. P. Graham By M. C. Laurence his Atty.

Afterwards on the 11th day of October 1868 the following entry was made in the Journal of said Court which reads in the words & figures as follows to wit.

Henderson & Scott } Cognovit

vs

J. P. Graham } And now comes the said Henderson & Scott by L. Piper their Attorney & file their petition against the said J. P. Graham And thereupon M. C. Laurence One of the Attorneys of this Court appeared in Open Court in behalf of the said J. P. Graham And by virtue of a warrant of Attorney for that purpose executed and now produced in Open Court & duly proved waived the issuing & Service of process and confessed that the said J. P. Graham does owe to the said plaintiffs the said Sum of fifteen 9/100 dollars as the said plaintiffs have in their said petition set forth

It is therefore ordered that the said Henderson & Scott do recover of the said J. P. Graham the said Sum of fifteen 9/100 dollars so confessed to be due & also their costs in this behalf expended taxed to $ And by virtue of the same warrant of Attorney all Error is released & all right of appeal waived by the said J. P. Graham

Taber Randall Clerk

X Henderson & Scott
vs
James L. Baldwin

Pleas before his Honor J.S. Conklin at a court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 11th day of November in the year A.D. 1868.
Herefore on the 10th day of November 1868 the Petition of said Plaintiff was filed with the Clerk of said court which reads in the words & figures as follows to wit,
Robert M. Henderson & O.M. Scott Partners
in business under the firm name & Style of Henderson & Scott Plffs
vs.
James L. Baldwin Defendant

Court of Common Pleas Union County
Petition

The plaintiffs say this their action is founded upon a promissory note of which the following is a copy

Marysville Ohio April 20th 1867

Four months after date for value received I promise to pay Henderson & Scott or bearer nine dollars ($9.00) with 6 per cent interest from date. And I hereby dispense with demand of payment, protest & notice of Non payment of this note and Authorise Any Attorney at Law to appear for us or either of us at any time after the same shall become in any court of record in the State of Ohio or elsewhere & waiving the issuing & Service of process & confess Judgement against us in favor of the holder or holders of this note for the Amount of said note & interest on the same at the rate of Six per cent per annum after the same shall become due together with costs of Suit and release all Errors & writs of error & waive the Stay of Execution & Right of Appeal in this behalf Witness my hand & seal this 20th day of April 1867

James L Baldwin

There is due from defendant to the plaintiffs on said note the Sum of nine ($9) dollars which they claim with interest from the 20th day of April 1867 and for which they ask Judgement

L. Piper Plaintiff's Atty.

State of Ohio Union Co. ss. O.M. Scott of the firm of Henderson & Scott being sworn says he believes the facts stated & Allegations in the foregoing petition to be true. O.M. Scott

Sworn to before me & Signed in my presence this 10th day of November A.D. 1868

Taber Randall Clerk

And thereupon the following Answer was filed with said Clerk which reads to wit,
Robert M. Henderson & O.M. Scott Partners in business
under the firm name & Style of Henderson & Scott Plffs
vs
James L. Baldwin Defendant

In Union Common Pleas
Answer.

And now comes the said James L. Baldwin defendant by his Atty M.C. Laurence who appears by virtue of a Warrant of Attorney for that purpose executed and waives the issuing & Service of process & by virtue of said warrant of Attorney confesses that said James L. Baldwin does owe the said Henderson & Scott Plaintiffs the Sum of nine dollars at this date as the said plaintiffs have in their Petition alleged and he consents that Judgement be entered in favor of the Plaintiff against the said defendant for said Sum. And by virtue of the same Warrant of Attorney the said M.C. Laurence Atty hereby releases all Errors and Writs All right of Appeal

James L. Baldwin By M.C. Laurence his Atty

Afterwards On the 11th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words & figures to wit,

Henderson & Scott
vs
James L. Baldwin

Cognovit.

And now comes the said Henderson & Scott by L. Piper their Attorney & file their Petition against the said

James L Baldwin and thereupon M. C. Laurence one of the Attorneys of this Court appeared in Open Court in behalf of said James L. Baldwin and by virtue of a warrant of Attorney for that purpose executed & now produced in Open Court and duly proved waived the issuing & Service of precep and confessed that the said James L. Baldwin does owe the said plaintiffs the Sum of Nine 85/100 dollars as the said Plaintiffs have in their said Petition set forth.

It is therefore considered that the said Henderson & Scott do recover of the said James L. Baldwin the said Sum of Nine 85/100 dollars so confessed to be due & also their costs in this behalf expended taxed to $ And by virtue of the same warrant of Attorney all Error is released and all right of Appeal waived by the said James L. Baldwin

Attest Taber Randall Clerk

Henderson & Scott
vs
Edward Quinn

Pleas before his Honor J. L. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 11th day of November A.D. 1868, Heretofore on the Petition of said Plaintiff was filed with the Clerk of said Court which reads thus

Robert M. Henderson & O. M. Scott Partners in busines and the firm & Style of Henderson & Scott Plffs,
vs
Edward Quinn Defendant

Court of Common Pleas Union Co.
Petition.

The Plaintiffs Say this their action is founded upon a Judgement note of which the following is a copy

P. Valley December 16th 1867

Fifteen days after date for value received I promise to pay Henderson & Scott or bearer Sixty two 25/100 dollars with interest from date. And I hereby dispense with demand of payment protest & notice of Nonpayment of this note and authorise any Attorney at law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio or elsewhere & waiving the issuing & Service of Process & confess judgment against us or either of us in favor of the holder or holders of this note for amount of said note & interest on the same at the rate of Six per cent per annum after the same shall become due together with costs of Suit and release all errors and writs of error & waive the Stay of execution and all right of appeal in this behalf. Witness my hand and Seal this 10th day of Dec. A.D. 1867

Edward Quinn (Seal)

There is due from defendant to the Plaintiffs on said note the Sum of Sixty two 25/100 dollars which they claim with interest from the 10th day of Dec. 1867 and for which he asks judgment

L. Piper Plaintiffs Atty

The State of Ohio Union County ss. O. M. Scott of the firm of Henderson & Scott being Sworn Says that the facts Stated and Allegations in the foregoing Petition are true as he believes

O. M. Scott

Sworn to before me and Signed in my presence this 11th day of November A.D. 1868

Taber Randall Clerk

And thereupon the following Answer was filed with the Clerk of said Court to wit,

Robert M. Henderson & O. M. Scott Partners in busines under the firm name & Style of Henderson & Scott Plaintiffs
vs
Edward Quinn Defendant

In Union Common Pleas
Answer

And now comes Edward Quinn defendant by his Attorney

M. C. Laurence who appears by virtue of a Warrant of Attorney for that purpose executed & waived the issuing & Service of process and by virtue of said Warrant of Attorney confesses that the said Edward Quinn does owe the said Henderson & Scott Plaintiffs the Sum of Sixty five 67/100 dollars as the said Plaintiffs have in their Petition alleged and he consents that judgement be entered in favor of the Plaintiffs against the defendant for said Sum.

And by virtue of the same Warrant of Attorney the said M. C. Laurence Attorney hereby releases all Errors & waives all right of appeal Edward Quinn By M. C. Laurence his Atty

And afterwards on the 11th day of November 1868 the following was made in the Journal of said Court Court,

Henderson & Scott } Cognovit
vs }
Edward Quinn } And now comes the said Henderson & Scott by their Attorney L. Piper & file their Petition against the said Edward Quinn and thereupon M. C. Laurence One of the Attorneys of this Court appeared in open Court in behalf of the said Edward Quinn and by virtue of a warrant of Attorney for that purpose executed & now produced to the Court and duly proved waived the issuing & Service of process & confessed that the said Edward Quinn does owe to the said plaintiffs the Sum of Sixty five 67/100 dollars as the said plaintiffs have in their said Petition set forth.

It is therefore Considered that the said Henderson & Scott do recover of the said Edward Quinn the said Sum of Sixty five 67/100 dollars so confessed to be due, and also their Costs in this behalf expended taxed to ff And by virtue of the same warrant of Attorney all error is released & all right of Appeal waived by the said Edward Quinn

Attest Jabez Randall Clerk

X

W. W. Woods & } Pleas before his Honor J. S. Conklin Presiding Judge at
J. M. Robinson } a Court of Common Pleas begun & held at the Court House in
vs } Marysville within & for the County of Union in the State of Ohio
C. E. Felton } On the 13th day of November 1868 Heretofore on the 13th day of November 1868 the Petition of the said Plaintiff was filed with the Clerk of said Court here

W. W. Woods & J. M. Robinson Admr with the Will annexed of C. S. Hamilton Plaintiffs } In Union Com. Pleas
vs } Petition.
C. E. Felton Defendant } The Plaintiffs now come & Say that on the 22d day of Decr 1867 C. S. Hamilton departed this life & that J. M. Robinson is his Administrator with the Will annexed duly Appointed & qualified by the Probate Court of Union County Ohio.

They further Say that this action is founded on a promissory note for the unconditional payment of Money only of which the following is a Copy together with the endorsements thereon ff 500 00 Marysville Ohio October 16th 1866

Two years after date as principal debtors we jointly & Severally promise to pay at the Bank of Marysville to W. W. Woods & C. S. Hamilton Five Hundred dollars for value received with interest payable annually — And we hereby dispense with demand of payment of this note & authorise any Attorney at Law to appear for us & either of us at any time after the same shall become due in any Court of record in the State of Ohio or elsewhere & waive the issuing & Service of process & confess judgement against us or either of us in favor of the holder or holders of this note for the amount of said note & interest payable annually after the same shall become due together with costs of Suit and release all errors & waive all right of appeal

in this behalf ~ Witness our hands & Seals this 16th day of October 1868 (Signed) C E. Felton (Seal)
Said Note has the following endorsement "Int. paid in full up to 16th October 1867"
and no other payments have been made thereon ~ There is due from the defendant
to the Plaintiffs on said note the Sum of Five hundred dollars which they claim with
interest from October 16th 1867 & for which they ask judgement. J.W. Robinson Atty
The State of Ohio Union County ss J.W. Robinson one of the Plaintiffs being sworn
Says the Several Statements & allegations in the foregoing petition are true as he
verily believes J.W. Robinson
Sworn to by J.W. Robinson before me & Signed by him in My presence this 13th day
of November 1868 Taber Randall Clerk
And Thereupon the following Answer was filed with the Clerk of Said Court to wit
W. W. Woods & J.W. Robinson Admrs &c } In Union Common Pleas.
vs } Answer in Cognovit
C. E. Felton Dept } And now comes the Said C. E. Felton Defendant
by his Attorney M.C. Laurence who appears by virtue
of a Warrant of Attorney ~ & waives the issuing & Service of process in this action and
confesses that the allegations of the petition are true and that there is due from the said
C.E. Felton to said plaintiffs on said promissory note the Said Sum of $500 00
with interest from Oct. 16th 1867 ~ And consents that Judgement be entered accordingly
And by virtue of the Same Warrant of Attorney all Errors are released & right
of Appeal waived Nov. 13. 1868 C.E. Felton By M.C. Laurence his Atty
And Afterwards On the 13 day of November 1868 the following Entry was made
in the Journal of Said Court which reads in the words following to wit.
W. W. Woods & J.W. Robinson
vs } Cognovit.
C.E. Felton } And now comes the Said plaintiffs by their
Attorney & file their petition against the Said C.E.
Felton And thereupon M.C. Laurence one of the Attorneys of this Court appears
in open Court in behalf of the Said C.E. Felton and by virtue of a Warrant of Atty
for that purpose executed & now produced in Court & duly proved waived the issuing
and Service of process & confessed that the Said C.E. Felton doth owe the Said W.W. Woods
& J.W. Robinson plaintiffs the Sum of Five hundred & Sixty three & 80/100 dollars as the Said
plaintiffs have in their said petition set forth.
It is therefore considered Ordered & adjudged by the Court that the Said W.W. Woods
& J.W. Robinson recover of the Said C.E. Felton the Said Sum of $583.80 So confessed to
be their due And their costs in this behalf expended taxed to $
And by virtue of the Same Warrant of Attorney All error is released and all
right of Appeal waived.

Taber Randall Clerk

X

James Palen & Lucy Palen } Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common
vs } Pleas begun & held at the Court House in Marysville within & for the
David Cook } County of Union in the State of Ohio on the 13th day of November A.D. 1868
Heretofore on the 10th day of September 1868 the following petition was filed
with Clerk of said Court which reads in the words & figures as follows to wit.

James Palen & Lucy Palen Plff } Court of Common Pleas Union County Ohio
vs } Petition.
David Cook Defr } The plaintiffs say that they were lawfully intermarried
On the day of 186 and there is due to Lucy Palen
formerly Lucy Cook wife of James Palen on the promissory note (a Copy of which is hereto
attached) executed to her by said defendant the Sum of two hundred dollars
with interest from Nov. 7th 1865. Therefor the plaintiffs ask judgement in favor
of said Lucy Palen against said defendant for said Sum of two hundred dollars with interest
from June 7th 1865 due on said
Robinson & Robinson Attys for Plffs
The State of Ohio Union County ss } I J.M. Robinson being duly Sworn depose & Say
I am Attorney for plaintiff in the above action & that the said action is for money only
on a written promissory note in my possession for collection And I believe the allegations
of said petition are true
J.M. Robinson
Sworn to before me & Signed in presence this 10th of Sept. 1868 Taber Randall Clk
Issue Summons & endorse "Suit on note for $200 with interest from Nov. 7. 1865 Robinson & Robinson atys
And Thereupon the following writ was issued by said Clerk which reads to wit,
The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to
notify David Cook that he has been sued by James Palen & Lucy Palen in the Court of
Common Pleas of Union County, and that unless he Answer by the 10th day of October A.D. 1868
the Petition of the Plaintiffs against him filed in the Clerks office office of said Court
Such Petition will be taken as true and judgement entered accordingly. You will
make due return of this Summons on the 21st day of September A.D. 1868
Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 10th day
(L.S.) of September A.D. 1868 Taber Randall Clerk
And said Summons was duly returned endorsed as follows to wit. Rec'd this writ
Sept. 10th 1868 Served by delivering to the defendant a certified copy of this writ Sept
11th 1868 Fees Servic 40 Mil. 150 Copy 25 Return $2.27 J.B. Wheatley Sheriff
Afterwards On the 13th day of November 1868 the following Entry was made in the Journal
Of said Court which reads in the words and figures to wit,

James Palen & his wife } On Note
Lucy Palen }
vs } This day came the parties and thereupon by agreement
David Cook } this cause was submitted to the Court, Whereupon
the Court finds for the plaintiffs and that there is
due Lucy Palen wife of James Palen on the note in said petition discribed
the Sum of two hundred & twenty four dollars.
It is therefor considered ordered & adjudged by the Court that plaintiffs
recover for the use of said Lucy Palen said Sum of two hundred & twenty
Dollars and costs in this behalf taxed $ And by like agreement of
of parties No Specitus is to issue on this judgment for thirty days

Taber Randall Clerk

X

B. W. Miller
vs
Isaac Simpson &
Mathew Lingrel

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 6th day of November 1868. Heretofore on the 3d day of November 1868 the Plaintiff filed his Petition with the Clerk of said Court to wit,

B. W. Miller Plaintiff
against
Isaac Simpson & Mathew Lingrel Defendants

Court of Common Pleas Union County Ohio

Petition.

The Plaintiff says this action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy with the (endersements) credits thereon.

$635 15/100 Ten days after date for value received we Jointly & Several promise to pay the Marion Deposit Bank Or order at Marion O. Six hundred thirty five 15/100 dollars with interest at ten per after Maturity. And we hereby Authorise any Attorney at Law of any Court of record at any time after the above note becomes due to appear for us or either of us in any Court of record, or before any Justice of the Peace of the United States, to waive the issuing & Service of Process and confess a judgement for the said Amount interest & costs in favor of the payee or indorsee hereof & to release all Errors which may occur in the rendition of such judgement, And we also release the right of Appeal & Stay of Execution and the power & privilege to hold exempt from execution any personal or real property belonging to us or either of us at and after the date of such judgement. And our said Attorney is hereby authorised to enter such release in judgement. Witness our hands & Seals at Marion O. this 9th day of Decr. A.D. 1863 Isaac Simpson Seal M. Lingrel Seal

The following are the credits; Received on the within note Six hundred dollars This note was Sold & Assigned to B. W. Miller without Recourse, Signed J. S. Williams Ba Said note is owned by B. W. Miller the said Plaintiff in this Suit, There is due from the defendants to the plaintiff the Sum of ($35 15/10) Thirty five dollars & fifteen cents with ten per cent interest from December 19th 1863 which he claims & for which he asks Judgement Porter & Sterling Attys for Plff

State of Ohio Union County ss. N. James Sterling being Sworn Says that he is One of the Attorneys duly authorised in the above Suit And he further Says that the above pleading is founded upon a written instrument for the payment of Money Only And is now in his possession. he further States that he believes the Allegations made & facts Stated in the foregoing Petition to be true.

N. James Sterling

Sworn to by N. James Sterling before me & Signed by him in my presence this 3d day of November 1868 Faber Randall Clerk

And thereupon the following Answer was filed with said Clerk which reads to wit

B. W. Miller Plaintiff
against
Isaac Simpson &
Mathew Lingrel Defendant

Court of Common Pleas Union County Ohio

Answer in Cognovit.

This day came Isaac Simpson & Mathew Lingrel by M. L. Lawrence an Attorney of record in this Court, who appeared in Open in behalf of the said Isaac Simpson & Mathew Lingrel & by Virtue of a Warrant of Attorney for purpose executed and now produced to the Court and duly proved & the issuing & Service of Summons & he admits the Allegations made & facts

stated in the petition of the plaintiff to be true, And confess that the said defendants Isaac Simpson & Mathew Lingrel Owe to the Plaintiff the said Sum of ($35 15/100) Thirty five 15/100 dollars with interest at ten per cent from the 19th day of December 1863 M. C. Lawrence Attorney by virtue of a warrant of Attorney
Afterwards on the 6th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words & figures following to wit.

B. W. Miller vs Isaac Simpson & Mathew Lingrel } On Cognovit.

This day came the said B. W. Miller by Porter & Sterling his Attorneys and files his petition against the said Isaac Simpson & Mathew Lingrel & thereupon M. C. Lawrence one of Attorneys of this Court appeared in Open Court in behalf of the said Isaac Simpson & Mathew Lingrel and by virtue of a Warrant of Attorney for that purpose executed and now produced in Open Court and duly proved waived the issuing & Service of process & confessed that the said Isaac Simpson & Mathew Lingrel doth owe to the said B. W. Miller the Sum of fifty two & 28/100 dollars as the said plaintiff hath in his petition set forth
It is therefore considered & adjudged that the said B. W. Miller recover of the said Isaac Simpson & Mathew Lingrel the said Sum of fifty two & 28/100 dollars so confessed to be due and also his costs in this behalf expended taxed at $
And by virtue of the same Warrant of Attorney all error is released and all right Of Appeal waived by the said defendants

Asher Randall Clerk

John E. Cahill vs J. J. Thompson & B. S. Fisher } Pleas before his Honor J. S. Conklin Judge, Presiding at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 7th day of November 1868. Heretofore on the 3d day Of November 1868 the Petition of the Plaintiff herein was filed with the Clerk of said Court which reads as follows to wit.

John E. Cahill Plaintiff against J. J. Thompson & B. S. Fisher Defendants } Court of Common Pleas Union County Ohio

Petition.

The Plaintiff says - this his action is founded upon a promissory note for the unconditional payment of money only, of which the following is a copy with the credits thereon

$1060 00/100 Six months after date for value received we jointly & severally promise to pay J. E. Cahill or order at Richwood, One thousand & Sixty dollars with interest at the rate of — And we & either of us do hereby authorize & empower any Attorney of Record in the State of Ohio or elsewhere to waive the issuing & Service of process and appear for us & either of us in any of said Courts at any time after the above note becomes due & confess a judgement thereon against us & either of us in favor of the payee or endorsee hereof for the Sum due on said note with interest & costs of Suit. Said judgement to draw the rate of interest Specified in note after its rendition until paid. We do also hereby waive all right of appeal, the Stay of execution, the power & privilege to hold exempt from execution any personal or real property belonging to us & either of us and release all errors that may occur in the rendition of said judgement & all right to sue out any writ of Error. And our said Attorney is hereby authorized to enter such release in said judgement. Witness our hands and Seals at Richwood

this 6th day of April 1868. Attest J. McDavids } J. J. Thompson Seal B. S. X his mark Fisher Seal
There are no credits on the above note. There is due from the defendants to the plaintiff
on said note the sum of ($1060) One thousand & Sixty dollars which he claims with
interest from the 6th day of April 1868 and for which he asks Judgement
Porter & Sterling Attys for Plff

State of Ohio Union County, SS. A. James Sterling being Sworn Says he is one of the Attys
in the above suit & duly authorised in the premises. And he says the above action
of John E. Cahill is founded upon a written instrument for the payment of money
only & is now in possession of Affiant, and that the allegations made & facts stated
in the foregoing petition are true as he believes. A. James Sterling
Sworn to by A. James Sterling & Signed by him in my presence this 3d day of
November 1868. Taber Randall Clerk

And thereupon the following Answer was filed with said Clerk which reads as follows to wit.

John E. Cahill Plaintiff } Court of Common Pleas Union County Ohio
against } Answer in Cognovit
J. J. Thompson & } This day came J. J. Thompson & B. S. Fisher by M. C. Laurence
B. S. Fisher Defendants } and Attorney of Record in this Court who appeared
in open Court in behalf of the said J. J. Thompson and
B. S. Fisher & by virtue of a warrant of Attorney for that purpose executed & now
produced to the Court and duly proved waived the issuing & Service of Summons
and admits the Allegations & Set forth in the Petition of Plaintiff to be true
and confesses that said J. J. Thompson & B. S. Fisher owe to the plaintiff said
Sum of ($1060) One thousand & Sixty dollars with interest thereon from the 6th
day of April 1868. M. C. Laurence Atty by virtue of a warrant of Atty

Afterwards on the 7th day of November 1868 the following Entry was made in the Court Journal viz

John E. Cahill
vs
J. J. Thompson & B. S. Fisher

On Cognovit.
This day came the said John E. Cahill by
Porter & Sterling his Attorneys & files his petition against
the said J. J. Thompson & B. S. Fisher and thereupon
M. C. Laurence one of the Attys of this Court appeared in open Court in behalf
of the said J. J. Thompson & B. S. Fisher and by virtue of a warrant of Attorny
for that purpose executed and now produced to the Court and duly proved
waived the issuing service of precp & confessed that the said J. J. Thompson
& B. S. Fisher doth owe the said John E. Cahill the Sum of One thousand and
Ninety Seven 10/100 dollars ($1097 10) as the plaintiff hath in his petition set forth
It is therefore considered & Ad judged that the said John E. Cahill
do recover of the said J. J. Thompson & B. S. Fisher the said Sum of One Thousand &
Ninety Seven 10/100 dollars so confessed to be his due and also his costs in this
behalf expended taxed at $ And by virtue of the same Warrant of
Attorney all error is released and all right of appeal waived by the said Defts.

Attest Taber Randall Clerk

Louisa A. Hamilton & Carrie Hamilton by Horatio C. Hamilton their Guardian Plff
vs
Jacob C. Sidle Truste of Laura C. Randall et als

Pleas before his Honor J. S. Conklin Resident Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November A.D. 1868 Heretofore on the 10th day November 1868 the following Petition was filed with the Clerk of said Court which reads in the words folling to wit,

Carrie Hamilton & Laura Alice Hamilton by Horatio C. Hamilton their Guardian Plffs
vs
Jacob C. Sidle Truste of Laura C. Randall & Wm M. Randall & Laura C. Randall Defendants

Court of Common Pleas Union County Ohio
Petition.

Yours petitioners represent that they are infants under the age of eighteen years & bring & prosecute this action by their Guardian Horatio C. Hamilton. Your petitioners further represent that they are residents of said County of Union and that on or about the 23d day of December 1867 one Cornelius S Hamilton of Union County Ohio died seized of an Estate in fee Simple in the undivided one half of the following discribed real estate Situate in Union County Ohio to wit, Part of Survey No 3351 Beginning at a Stake in the east margin of the road leading north from Marysville from which a Stone bears North 3° 35' West 15 feet & running from said Stake N 86° 25' E 140 poles to a Stone on the bank of Millcreek & past the Same in the Same direction to the center of said creek thence down the Same with the meanders thereof to a point in the center of said creek where the north line of Said Survey No 3353 & South line of Said Survey No. 3351 crosses Said creek thence with the North line of Said Survey No 3353 S 78¾ W 82 poles to a Stake in the Marion Road corner to the fair ground & a lot of Six Acres owned by R L Broome thence with the center of said road & the line of said R L Broome & R B Cole to a Stake in the center of said road South east corner of said Coles lot, thence with Coles South line S 86° 25' W 45 63/100 poles to a Stake South west corner to said Coles lot in the line of D. W. Henderson, thence with said Hendersons line South ¼ East 20 32/100 poles to a Stake in the center of the road leading up Millcreek, thence with the center of said road S 49¾ E 12 poles to a Stake in the center to said Wasson thence N 3 W 4 6/100 poles to a Stone corner to said Wasson thence N 86° 25' E 33 3/100 poles to a Stake in Said Marion road 21 25/100 poles from the said S. E. corner of said R B. Coles said lot thence with the center of said road South 3 East to a point in the center of said road South 86 25 West from the beginning point thence to the beginning containing Seventy two acres more or less.

2 The Said Cornelius S. Hamilton in his lifetime duly made his last will and testament which after his decease and On or about the 31st day of December 1867 was proved, allowed & admitted to Probate & record by the Probate Court of Union County Ohio and recorded

By Said last will the Cornelius S. Hamilton devised the undivided half aforesaid of Said premises to the following named persons who now hold the Same under the following devises, Your petitioner Carrie Hamilton one undivided half & your petitioner Louisa Alice Hamilton the remaining undivided half of the undivided half of the undivided half of the entire premises described as aforesaid

Your petitioners further represent that on or about the 23d day of May 1868 Louisa B. Hamilton Surviving wife of said Cornelius S. Hamilton deceased died Seized of an estate in fee Simple in the remaining undivided half of the entire

premises described as aforesaid and that said Laura Hamilton in her lifetime duly made her last will & testament which after her death on or about the 30th day of may 1868 was proved allowed & admitted to probate & record by the Probate Court of Union County Ohio & recorded. that by said last will the said Laura B. Hamilton devised said premises to the following persons. To your petitioners Carrie Hamilton & Louisa Alice Hamilton infant daughters of said deceased an individual interest one thousand dollars in equal parts which said one thousand dollar interest has since on or about the 10th day of Novembr 1868 bun sold transfered & conveyed to Wm M. Randall who now holds the same in his own right said transfer having bun made by the proper person Jacob b. Sidle the Executor of said will & who by its provisions was duly empowered & authorised to Sell & convey said premises at private Sale and your petitioners say that the remaining portion of said undivided half of said premises was devised by said will to said Jacob b Sidle Executor as aforesaid of said will in trust for Laura E. Randall & the said Sidle the same as such Trustee — Your petitions therefore say they have each an interest of one undivided fourth in fee in said premises that the parties aforesaid are all residents of Union County Ohio. Your petitioners desiring to hold their said lands in Severalty therefore pray that partition of said lands may be made or if the cannot be done without manifest injury that then such proceedings may be had in the premises as are authorised by law Reid & Cameron Attys for Petitioners

State of Ohio Union County ss Horatio Hamilton being first duly Sworn according to law says he is the lawfully appointed Guardian of Carrie Hamilton & Louisa Alice Hamilton plaintiffs in action & through whom the same is brought & prosecuted for said infant plaintiffs & that the facts stated & Allegations set forth in foregoing petition are as he believes true Horatio b. Hamilton

Sworn to by Horatio b. Hamilton before me & Signed by him in my presence this 10th day of November 1868 L. Piper Notary Public

L.S.

And thereupon following Notice was filed with said Clerk which reads to wit,

To Laura b. Randall Jacob Sidle Trustee of Laura E. Randall & W. M. Randall will take notice that a petition was filed against them on the 10th day of Novmbr 1868 in the Court of Common Pleas within & for the County of Union & State of Ohio by Carrie Hamilton & Louisa Alice Hamilton infants by Horatio b. Hamilton their Guardian & is now pending wherein said Carrie Hamilton & Louisa Alice Hamilton by Horatio b. Hamilton their Guardian demands partition of the following real estate to wit Being of Survey No. 3351 Beginning at a Stake in the east margin of the road leading North from Marysville from which a Stone bears N 3 3/4 W 15 feet & running from said Stake N 86° 25' E 140 poles to a Stone on the bank of Millcreek & past the same in the same direction to the center of said Creek thence down the same with the meanders thereof to a point in the center of said Creek where the N. line of said Survey & S. line of Survey No. 3353 crosses said creek thence with the north line of said Survey No. 3351 & S line of said Survey No. 3353 S 78 3/4 W. 82 poles to a Stake in the center of the Marion road corner to fair ground & lot of Six acres owned by R. L. Broome thence with the center of said road & the line of said R. L. Broome & P. B. Cole to a Stake in the center of said road Southeast corner of said Coles lot thence with Coles South line S 86° 25' W 45 63/100 poles to a Stake Southwest corner to said Coles lot in the line of D. W. Henderson, thence with said Hendersons line S 9° E 20 31/100 poles to a Stake in the center of the road leading up Millcreek thence with the center of said road S 49 3/4 E 12 poles to a Stake in the center of said road corner to said Wasson thence N 3 W 4 61/100 poles to a Stone corner

to Said Wasson thence N 86° 25 E 33 3/100 poles to a Stake in the center of Said Marion road 21 75/100 poles from the South east corner of Said P. B. Coles Said Lot, thence with the center of Said road S 3 E to a point in the center of said road S 86° 25' W. from the beginning point, thence to the beginning containing 72 acres more or less.— And that at the Term of Said court Commencing Nov. 4th 1868 the Said Carrie Hamilton & Louisa Allice Hamilton by their Guardian Horatio C. Hamilton will Apply for an Order that partition be made of said premises. dated this 10th day of Nov. 1868 Carrie Hamilton & Louisa Allice Hamilton By H. C. Hamilton their Guardian

We the undersigned parties dependant in the above action acknowledge Service of the above notice & waive all questions of regularity or time &c and acknowledge our appearance in Court. Laura C. Randall, W. M. Randall, Jacob C. Sidle, Trustee of Laura C. Randall

Thereupon the following Entry was made in the Journal of Said Court which reads as follows to wit,

Louisa Allice Hamilton Carrie Hamilton by Horatio C. Hamilton their Guardian Plff. vs Laura C. Randall Jacob C. Sidle as Trustee of Said Laura C. Randall & Wm. M. Randall Defts } In Partition.

This day came the Said Plaintiffs by their Attys Reed & Cameron & filed their petition for partition & thereupon the Said Jacob C. Sidle as Trustee of the Said Laura C. Randall & the Said Laura C. Randall & Wm. M. Randall filed their waver of process in this action & entered their appearance herein. And thereupon this cause came on to be heard upon the petition evidence & exhibits On consideration whereof the Court do find that the Defendants herein have waived Service & entered their appearance & they consent that a writ of partition issue in this case and the court do further find that the Said Louisa Allice Hamilton Hamilton Hamilton have a legal right to and are Seized in fee Simple of an undivided forth part part each of the premises discribed in the petition. And the court do furth find that the Said Laura C. Randall by her Trustee Jacob C. Sidle is a tenant in common in Said premises with the Said Louisa Allice & Carrie Hamilton & has legal title to & is Seized & by & through Said Trustee of the undivided one half of Said premises Subject to the intrust or charge upon said lands in the Sum of $1000 which is held by the Other dependant herein Wm. M. Randall. It is therefore Ordered that a writ of Partition issue to the Sheriff of this County commanding him that by the Oaths of James A. Henderson W. H. H. Titus & Alf. Scott Partition be made of Said lands in the following proportions to wit. To the Said Louisa Allice Hamilton one equal fourth part. To the Said Carrie Hamilton one equal fourth part & to the Said Jacob C. Sidle as the Trustee of Laura C. Randall one half Said premises which Shall be Subject to the claim or interest of Wm. M. Randall in the Sum of $1000.00 And it is further Ordered that the Sheriff return his proceedings in the premises forthwith. And thereupon the following Writ of Partition was issued by the Clerk of Said court. to wit, The State of Ohio Union County ss. To the Sheriff of Said County Greeting We Command You that without delay by the Oaths of James A. Henderson W. H. H. Titus & Alf Scott you cause partition to be made of the following discribed premises Situate in the County of Union and State aforesaid to wit, Part of V. M. Survy No. 3351 Beginning at a Stake in the east margin of the road leading north from Marysville from which a Stone bears N 3° 35' W 15 feet running from Said Stake N 86° 25' E 140 poles to a Stone on the bank of Mill creek & past the Same in the Same direction to the center of Said creek. thence down the Same with the meanders thereof to a point in the center of Said creek when the north line of Said Survy & South line of Survy No. 3353 crosses Said creek thence with the north line of Said Survey No. 3351 & South line of Said Survey No 3353 S 78 3/4 W.

82 poles to a Stake in the center of the Marion State road corner to the fair ground lot of Six acres owned by R.L. Broome thence with the center of said road & the line of said R.L. Broome & P.B. Cole to a Stake in the center of said road S.E. corner of said Coles lot thence with Coles South line S 86° 25' W 45 63/100 poles to a Stake S.W. corner to said Coles lot in the line of L.W. Hendersons thence with said Hendersons line S 9 E 20 32/100 poles to a Stake in the center of the road leading up Miller creek thence with the center of said road S 41 E 6 12 poles to a Stake in the center of said road corner to Wasson thence N 3 W 4 61/100 poles to a stone corner to said Wasson - thence N 86° 25' E. 33 3/100 poles to a Stake in the center of said Marion road 21 95/100 poles from the said S.E. corner of said P.B. Coles lot - thence with the center of said road S 3 E to a point in the center of said road South 86° 25' West from the beginning point - thence to the beginning Containing Seventy two acres more or less.

To Jacob C. Sidle as Trustee of Laura C. Randall one equal half. Subject to the interest of Wm M. Randall of $1000 -

And to the said Louisa Allice Hamilton One equal fourth part.

And to the said Carrie Hamilton one equal fourth part. in pursuance of an Order lately made in our Court of Common Pleas within for the said County of Union in a certain Petition for Partition wherein the said Louisa Allice Hamilton & Carrie Hamilton by H.C. Hamilton their Guardian are Plaintiffs and the said Jacob C. Sidle as Trustee of Laura C. Randall - Wm M Randall & Laura C. Randall are defendants and that you proceedings in the premises you distinctly certify under your hand to our said Court forthwith. Witness my name and the Seal of said Court at the Court House in Marysville this 10th day of November A.D. 1868

L.S.

Taber Randall Clerk

Sheriff's Return. As commanded by the foregoing Writ of Partition I have executed the same by the oaths of James A. Henderson W.H.H. Titus & Alf Scott to partition to be made, as will appear by the Report of the causing said commissioners herewith returned Fees Shff $3.75 Comrs $3.00 Given under my hand this 10th day of November A.D. 1868

J Whelpley Sheriff

Commissioners Report. Carrie Hamilton et als. against Jacob C. Sidle Trustee &c & others

Union County ss Court of Common Pleas. In Partition,

According to the command of the Writ of Partition in this case issued & on call of the Sheriff of said County, We the undersigned Commissioners after being first duly Sworn and upon actual view of the premises, We are of the opinion that the said lands cannot be divided without manifest injury & we do appraise estimate the value of the same at One hundred dollars per acre

Given under our hands this 10th day of November A.D. 1868

J. A. Henderson. W.H.H. Titus Alf Scott Commissioners

Afterwards on the 13th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words as follows to wit,

Louisa A. Hamilton & Carrie Hamilton
By Horatio C. Hamilton their Guardian Plff — In Partition.
vs
Jacob C. Sidle Trustee of Laura C. Randall
Wm M. Randall & Laura C. Randall Defts. — On Motion to the Court by Messrs Reed & Cameron Attorneys for Plaintiffs & upon producing the proceedings of the Sheriff & also the Report & proceedings of the commissioners herein before appointed & the same being examined & found correct,

It is Ordered by the Court that said proceedings & report be & the

same are hereby approved & confirmed & thereun the said Laura E. Randall & Wm M. Randall electing to take said estate at the said valuation of said Commissioners & the said Jacob E. Sidle as said Trustee consenting thereto and the parties having agreed among themselves as to the terms of payment for said Estate – the said estate is adjudged to the said Wm M Randall & Laura E. Randall and with the consent of the parties the said Sheriff is ordered to execute to them a deed in fee simple for the same according to the Statute in such case made & provided whenever they shall execute their notes & Mortgage upon the premises so taken by them to Horatio C. Hamilton as Guardian of the said Louisa Alice Hamilton Marie Hamilton for the following sums payable as follows. The sum of five hundred April 1st 1869 The sum of Six hundred dollars December 1st 1869 – The sum of Five hundred dollars April 1st 1870 – The sum of Six hundred dollars December 1st 1870 Also $500 April 1st 1871 and $600 December 1st 1871 And the sum of $300 April 1st 1872 with interest on each payment from April 1st 1869. And when they shall have secured to be arranged with the said Jacob E. Sidle as Trustee of Laura E. Randall for his interest as such Trustee — And it is further Ordered that the costs & expenses of this Suit taxed to $ be paid within ten days by the parties in the following proportions to wit. The said Horatio C. Hamilton as Guardian the 36/72 part The said Jacob E. Sidle trustee &c the 26/72 part and the said Wm M. Randall the 10/72 part. And in default thereof that Execution therefor as upon judgements at Law.

Attest Taber Randall Clerk

David A. Williams
vs
George F. Bennett & others

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November 1868

Heretofore on the 21st day of May 1868 the following Petition was filed with the Clerk of said Court, Viz,

To the Court of Common Pleas of the County of Union & State of Ohio.

David A. Williams represents that he is the owner in fee simple & entitled to the undivided one eighth part of the following described lands situate in the County of Union & State of Ohio to wit, being Military Survey No. 3151 in the name of William Carter &c & calling for One thousand Acres & being that quantity more or less That on the 6th day of July 1866 the said tract of land was conveyed in fee simple to the following persons in the following proportions as tenants in common to wit, the petitioner David A. Williams one eighth thereof, George F. Bennett one eighth thereof, Ebenezer C. Williams One fourth thereof Aucas & Miles one eighth thereof C. W. Lyons One eighth thereof Samuel Carral One eighth thereof and to Wilson Armstrong One eighth thereof; that afterwards said Aucas whose name was William Aucas conveyed his interest in said lands to said Miles whose name is Joseph Miles – And afterwards the said Ebenezer C. Williams died leaving the following children to whom his interest in said land descended to wit, Mary Williams James Williams Amelia Williams Grant Williams & Geroge Williams who are Minors & for whom the Appointment of Guardian Ad litem is prayed.

That said land is now held & owned by the following persons in the following proportions as tenants in common to wit

1 David A. Williams petitioner One eighth thereof

George F. Bennett Joseph Miles, Charles W. Lyon Samuel Carrol & Wilson Armstrong each One eighth thereof

3 The Said Mary Williams James Williams Amelia Williams Grant Williams & George Williams One fourth thereof

The petitioner therefor prays that the said George F. Bennett Joseph Miles Charles W. Lyon Samuel Carrol Wilson Armstrong, Mary Williams James Williams Amelia Williams Grant Williams & George Williams may be made defendants to this petition & required to answer the same. That partition may be made & the portion of each set off to him or her in Severalty & for such other & further relief as may be proper &c.

Young & Chance Attys for Petitioner

And on the 3d day of June 1868 the following Notice & Acknowledgement of Service was filed with the Clerk of Said Court which reads in the words to wit

Notice. To George F. Bennett Joseph Miles Charles W. Lyon Samuel Carrol Wilson Armstrong— You will take Notice that on the 21st day of May A.D. 1868 the undersigned filed a petition in the Court of Common Pleas of Union County Ohio whe the Same is now pending demanding partition of the following lands Situate in Said County Being Military Survey No. 3151 in the name of William Carter decd. and calling for one thousand acres being that quantity more or less

The undersigned demands that partition be made of Said premises as follows, The undersigned David A. Williams One Eighth thereof — To the Said Geroge F. Bennett Joseph Miles Charles W. Lyon. Samuel Carrel & Wilson Armstrong each one eighth thereof and to Mary Williams James Williams, Amelia Williams. Grant Williams & Geroge Williams One fourth thereof

At the next Term of Said Court an application will be made by the undersigned for an Order that partition be made of said premises

May 21. 1868, David A. Williams By Young & Chance his Attys

We acknowledge due & legal Service of within Notice. George F. Bennett. Joseph Miles C.W. Lyon S.S. Carrell. Wilson Armstrong

Also the following Notice & Proof of Service was filed with Said Clerk which reads to wit.

Notice. To Mary Williams James Williams Amelia Williams Grant Williams & George Williams heirs of Ebenezer C. Williams dec'd— You will take Notice that on the 21st day of May A.D. 1868 David A. Williams filed a petition in the Court of Common Pleas of Union County, Ohio where the same is now pending demanding partition of the following premises Situate in Said County. Being Military Survey No. 3151 in the name of William Carter decd & calling for One thousand acres and being that quantity more or less.

The undersigned demands that partition be made of Said premises as follows. To the undersigned David A. Williams one eighth thereof To the Said George F. Bennett Joseph Miles Charles W. Lyon Samuel Carrol & Wilson Armstrong each one eighth thereof & to the Said Mary Williams James Williams Amelia Williams Grant Williams & George Williams one fourth thereof

At the next Term of Said Court an application will be made by the undersigned for an Order that partition be made &c of Said premises

May 21. 1868 David A. Williams By Young & Chance his Attys

The State of Ohio Champaign County ss. Jno. B. Morgan being Sworn Says that he served within named Mary Williams James Williams Amelia Williams Grant Williams & George Williams minor heirs of Ebenezer C. Williams dec'd within notice by delivering to their Mother Eliza Williams with whom they are now living a true copy of the same

J. B. Morgan

Wilson Armstrong

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Sworn to by J. B. Morgan & by him subscribed to before me & in my presence this 23d day
L.S. of May 1868 Mark Chance Notary Public

Afterwards on the 5th day of November 1868 the following Entry was made in the Journal of said Court to wit.

David A. Williams vs George F. Bennett & Others } In Partition.

It appearing to the Court that Mary Williams James Williams Amelia Williams Grant Williams & George Williams are Minors. It is Ordered that J. W. Robinson Esq. be appointed Guardian ad litem for said Minors who here in Open Court accepted said appointment,

Thereupon the following Answer was filed with the Clerk of said Court which reads to wit,

David A. Williams vs George F. Bennett & Others } Union County Court of Common Pleas. Answer.

Mary Williams James Williams, Amelia Williams, Grant Williams & George Williams by J. W. Robinson their Guardian ad litem for Answer to the petition deny the Statement thereof & pray to be hence dismissed with their costs. J. W. Robinson Guardian ad litem.

And thereupon the following Entry was made in the Journal of said Court which reads to wit

And thereupon the following entry was made in the Journal of said Court to wit,

David A. Williams vs George F. Bennett & Others } In Partition.

This cause this day came on to be heard on the petition & Answer of Guardian ad litem & Exhibits &c. On Consideration whereof the Court does find that due legal Notice of the pendency & demand of the Petition hath been given to all of the defendants for more than forty days prior to the Commencement of present term of this Court, And no Sufficient cause appearing why partition should not be made it is Ordered by the Court that by the Oaths of Andrew J. Mowry Jacob Painter & Talbott Burgantine judicious & disinterested freeholders of the vicinity partition be made of said premises as follows- 1. David A. Williams One eighth thereof 2. George F. Bennett One eighth thereof, 3. To Mary Williams, James Williams Amelia Williams Grant Williams & George Williams one fourth thereof - 4th To Joseph Miles One eighth thereof 5. To Charles W. Lyon One eighth thereof 6th To Samuel Carrol One eighth thereof 7th Wilson Armstrong One eighth thereof And it is further Ordered that a writ of Partition issue to the Sheriff of Union County commanding him to cause said partition to be made accordingly at the present Term of this.

And thereupon the following writ of Partition was issued by the Clerk of said Court to wit,

The State of Ohio Union County ss. To the Sheriff of said County Greeting.

We command you that without delay by the oaths of Andrew J. Mowry Jacob Painter & Talbott Burgantine you cause partition to be made of the following described premises Situate in the County of Union & State aforesaid to wit, Being Military Survey No. 3151 in the name of William Carter dec'd & calling for one thousand acres and being that quantity more or less, among the following persons named herein and in the following proportions to wit,

1. To David A. Williams One eighth thereof
2. To George F. Bennett One eighth thereof
3. To Mary Williams James Williams Amelia Williams Grant Williams & Geo. Williams one fourth thereof
4. To Joseph Miles One eighth thereof
5. To Samuel Carrol One eighth thereof
6. To Charles W. Lyons One eighth thereof
7. To Wilson Armstrong One eighth thereof. In pursuance of an Order lately made in Our Court of Common Pleas. within & for the said County of Union

in a certain Petition for Partition wherein the said David A. Williams is petitioner and the said George L. Bennett & others are Respondents and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. Witness my name & the Seal of said Court of Common Pleas at the Court House in Marysville this 5th day of November A.D. 1868 Silas Randall Clerk

L.S.

Sheriffs Return, As commanded by the foregoing Writ of Partition I have executed the same by the Oaths of Jacob Painter Talbott Burgantine & Andrew J. Moury partition to be made as will appear by the Report of the Commissioners herewith returned Given under my hand this 11th day of November A.D. 1868
Sheriffs fees (whole amount on writ) $7.15 J. D. Whipley Sheriff

Comm. Rept. David A. Williams vs George L. Bennett et,als — In Partition, Union County Ss. Court of Common Pleas. According to the Command of the writ of Partition in this case issued & on call of the Sheriff of said County We the under signed Commissioners after being first duly Sworn & upon actual view of the premises do make partition as follows to wit,

To the said Joseph Miles Eighty Seven acres (87)
To George L. Bennett One hundred & thirty nine acres & 40 poles (139¼)
To the said David A. Williams One hundred & thirty nine acres & 40 poles (139¼)
To the said Mary Williams James Williams, Amelia Williams Grant Williams & George Williams Two hundred & nineteen acres & 80 poles (219½)
To the said Charles W. Lyon One hundred & twenty five acres (125)
To the said Samuel Carrol one hundred & twenty acres (120)
To the said Wilson Armstrong One hundred & twenty four 120/100 acres (124¾)
which will fully appear in the discription & plat hereto Attached,

A. J. Moury Talbot Burgantine Jacob Painter, 3 Commissioners

Description of the Subdivision of No. 3151 ——

Joseph Miles. Beginning at a large Stone (3 hickorys gone) Southwest corner to Survey No. 3151 thence with the Southerly line of said Survey N 53¾ E 115 92/100 poles to a Stone corner to S. L. Carrell - thence with the westerly line of said Carrell N 36¼ W 147 poles to a Stone 2 beeches & Ash Northwesterly corner to said Carrell in the Southerly line of C. W. Lyon thence with said line S 53¾ W 73 64/100 poles to a Stone Southwesterly to said C. W. Lyon thence S 20 pr. E 152 80/100 poles to the beginning Containing 87 acres more or less - Part of Survey No. 3151

Samuel L. Carrell - Beginning at a Stone (Hickory Beech & Sugar gone) northeasterly corner to Survey No. 2981 Southwesterly Corner to Ebenezer C. Williams' thence with the westerly line of E. C. Williams heirs N 49° W 150 92/100 poles to a Stone Southeasterly corner to C. W. Lyon - thence with the ~~Southerly~~ Southerly line of Lyon S 53¾ W 114 36/100 poles to a Stone two beeches & Ash Corner to Joseph Miles - thence with the easterly line of Joseph Miles S 36¼ E 147 poles to a Stone Corner to said Miles in the Southerly line of said Survey No 3151 - thence with said line N 53¾ E 147 poles to the beginning containing 120 acres more or less. Part of Survey No. 3151 Ebenezer C. Williams heirs. Beginning at a Stone Red oak & Ash Southeasterly Corner to Survey No. 3151 - thence with the Southerly line of said S 54¾ W 218 poles to a Stone (Stone ~~& Sugar~~ & said N (Hickory beech & Sugar gone) Northeasterly corner to Survey No 2981 & Southeastly corner to Survey No. 2981 & Southeasterly to Carrell thence with the easterly line of said Carrell N 49° W 156 40/100 poles to a Stone Southwesterly corner to D. A. Williams & George L. Bennett thence with their southerly line N 54¾° E 248 poles to a Stake & Stones Southwesterly Corner to said Williams &

Bennett and in the easterly line of said Survey No. 3151 thence with said line S 36½° E 152½ poles to the beginning containing 219½ acres more or less Part of Survey No. 3151.

D. A. Williams & George T. Bennett. Beginning at a stone (2 ashes gone) Northeasterly to Survey No. 3151 thence with ~~this~~ easterly line of said ~~said~~ Survey S 36¾° E 210½ poles to a stake & stones Northeasterly corner to E. E. Williams heirs thence with the Northerly line of said Williams heirs S 54¾° W 248 poles to a stone Northwesterly corner to said E. E. Williams heirs in the easterly line of C. W. Lyon - thence with said line N 49° W 116 29/100 poles to a stake in the Northerly line of the Atlantic & Great Western Railway - thence with said line N 37¼° E 154 60/100 poles to a stake in the center of the old Bellefontaine road - thence with the center of said road N 72¾° W 67 60/100 poles to a stake in the Northerly line of said Survey No. 3151 - thence with said line N 55½° E 166 poles to the beginning containing 189¼ acres more or less - Excepting thereon the strip of ground occupied by the Atlantic & Great Western Railway containing about 10¾ acres leaving the amount hereby conveyed 278½ Acres. Part of Survey No 3151

Wilson Armstrong. Beginning at a stone (Hickory standing - Ash & Elm gone) South-easterly corner to Survey No. 158 in the northerly line of Survey No. 3151 thence with said line S 55½° W 97 poles to a large white oak stump thence S 20¼° E 90 64/100 poles to a stone corner to Charles W. Lyon - thence with the Northerly line of said Lyon N 53¾° E 118 80/100 poles to a stone northeasterly corner to said Lyon - thence with Said Lyon's easterly line S 49° E 18 28/100 poles to a stake in the Northerly line of the Atlantic & Great Western Railway - thence with said line N 37¼° E 154 60/100 poles to a stake in the center of the old Bellefontaine road - thence with the center of said road N 72¾° W 67 60/100 poles to a stake in the Northerly line of said Survey No. 3151 - thence with said line S 55½° W 110 poles to the beginning containing 124 3/4 acres more or less. Part of Survey No 3151.

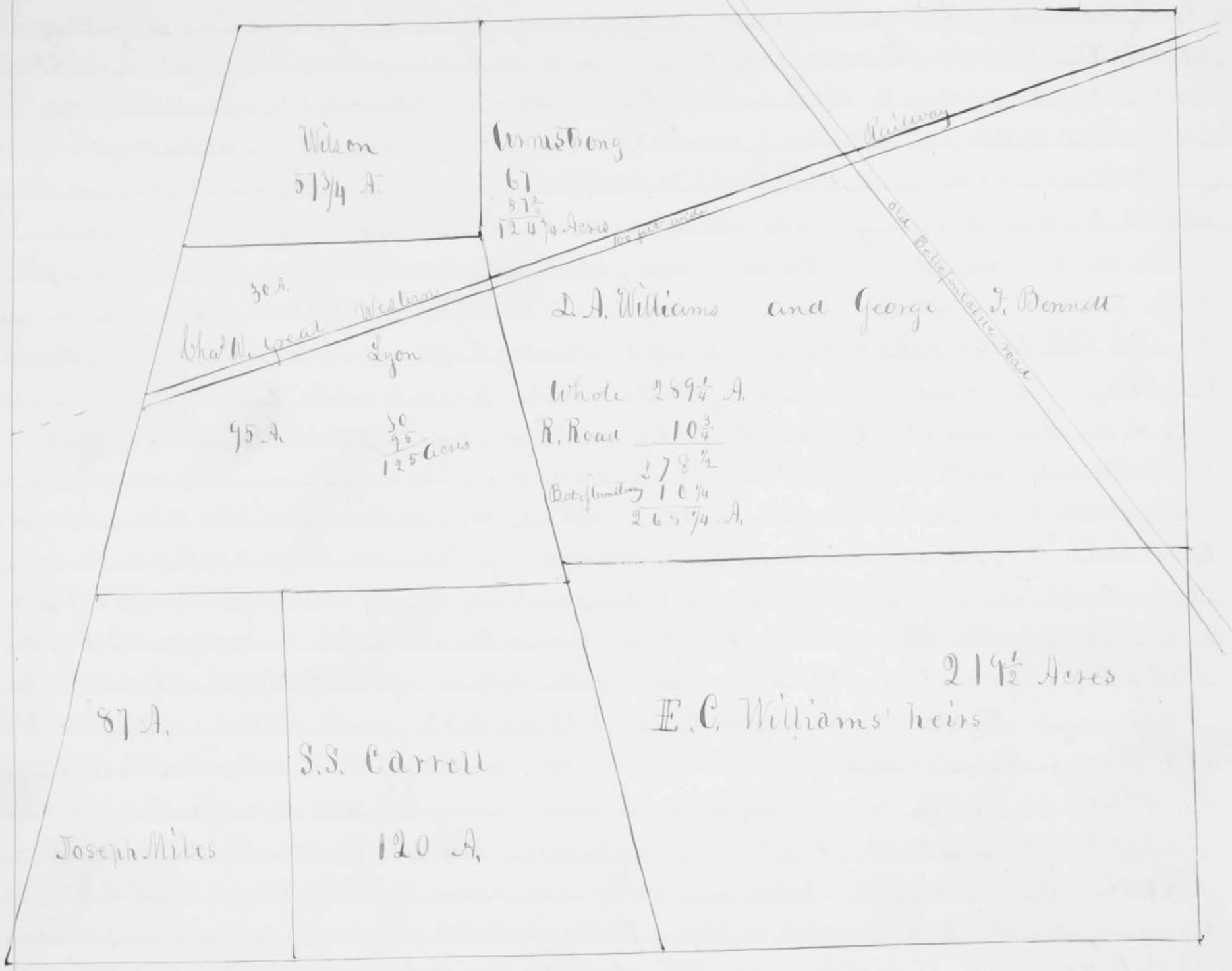
Charles W. Lyon Beginning at a stone corner to Wilson Armstrong (a S. Westerly corner to Survey No. 158 bears N 34¼° W 84 20/100 poles) thence with the Southerly line of said Armstrong S 53¾° W 118 80/100 poles to a stone Southwesterly to said Armstrong - thence S 20¼° E 142 poles to a stone Northwesterly corner to Joseph Miles - thence with the northerly line of said Joseph Miles & Samuel E. Carell N 53¾° E 188 poles to a stone northeasterly corner to said Carell in the westerly line of E. E. Williams heirs - thence with said line & the westerly line of Williams & Bennett & Wilson Armstrong N 49° W 140 poles to the beginning containing 125 acres. exclusive of the amount occupied by the Atlantic & Great Western Railway which is here excepted. Part of Survey No. 3151.

And afterwards the following Entry was made in the Journal of said Court which reads to wit,

David A. Williams vs George T. Bennett & others } In Partition.

On Motion to the Court by Messrs. Young & Chance Counsel for petitioner & upon producing the proceedings of the Sheriff & also the report & proceedings of the Commissioners ~~&~~ here before appointed & the same being examined & found in all respects to be correct it is Ordered that said proceedings & report be & the same are hereby approved & confirmed & that the said parties hold in Severalty the Shares set off & assigned to each respectively by the said Commissioners. And it is further Ordered that the costs & expenses of this suit including a fee of one hundred dollars to Young & Chance Attys & a fee of dollars to Guardian ad litem be paid within ten days by the parties in the following proportion to wit, Joseph Miles One eighth part thereof Samuel E. Carell One eighth part thereof. The heirs of Ebenezer E. Williams One fourth part thereof - David A. Williams, George T. Bennett Charles W. Lyons & Wilson Armstrong each One Eighth part thereof

Survey No. 3151 Surveyed May 5th 6th 7th 1868 By Andrew J. Mowry Surveyor Union County Ohio



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John Maskill et als. vs James Mulvain

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 27th day of January A. D. 1869 Heretofore on the 3d day of April 1866 the Petition of said Plaintiffs was filed with the Clerk of said Court which reads, to wit.

John Maskill A. D. Elliott. G. W. Newlove John Butterfield Alex. Neal. Calvin Richards W. Abrahams. M. Thompson Lewis Bowers. John Newlove. J. M. Hoskins. G. W. Barry S. McBratney G. W. Martin. A. W. Bell. J. Morey. E. T. Ryan. Wm Bonnet. Robert F. Lee, Moses Laird & Nelson Smith Plaintiffs against James Mulvane Defendant } Court of Common Pleas Union County Ohio. Petition.

The said plaintiffs complain of the said defendant for this that on or about the 22d day of August 1864 the defendant made his written contract in the words & figures following to wit "We the undersigned do hereby agree to pay the Sums set opposite our names to be expended in paying a bounty to Volunteers to Leesburg Township Union County Ohio for one year under the present call of the President of the United States for Five hundred thousand Men - If the entire quota of the Township (which is twenty nine) is not made up the money left after paying the bounty to those credited to said Township shall be refunded to each Subscriber prorata. And further if any Subscribers who have paid their money are drafted to fill the present quota the amount so paid shall be refunded to them respectively August 22d 1864 Signed James Mulvain

That on the faith of said Subscription & others of similar nature the Committee appointed by the Citizens of said Leesburg Township to wit, Moses Thompson & Robert Lee made written Contracts with Volunteers to said service sufficient to fill said quota to be credited to said Township of Leesburg & paid to them each the sum of three hundred dollars as a local Bounty to be credited as aforesaid & they was so credited & said quota was so filled & the draft prevented. That relying upon the punctual payment of said Subscriptions made & especially on the said Subscription of the defendant. the said Moses Thompson & Robert Lee together with the other plaintiffs borrowed from the Bank of Marysville the Sum of Eight hundred dollars on the 8th of October 1864 & gave their Joint & Several promissory Note for that Sum of money & the same was all expended in payment of said Bounties to said Volunteers credited to said Township upon said Call - That said plaintiffs have been compelled to pay the whole of said Sum of Eight hundred dollars to said Bank in Satisfaction of said Note. That no part of said Eight hundred dollars has been refunded to said plaintiffs Except $25. collected on Subscription. That said defendant paid upon said Subscription the Sum of fifty dollars but he has not paid any other Sum upon the same but the same remains due & unpaid. That Samuel McBratney was appointed a Committee by said plaintiffs to demand & Collect said Subscription of said Mulvane defendant & the said McBratney demanded of said deft. the Sum of One hundred dollars due & unpaid as aforesaid. but the defendant refused to pay said Sum of money or any part thereof & there is due said plaintiffs from said defendant on Subscription for money by the plaintiffs advanced as aforesaid for the defendant at his request the said Sum of one hundred dollars with intrest thereon since the 16th day of January 1865 Therefore the plaintiffs ask Judgment against defendant for the Sum of One hundred dollars with intrest from the 16th of Jany 1865 Robinson & Robinson Attys for Plffs.

The State of Ohio Union County ss. I John Maskill one of the plaintiffs being duly Sworn do depose & Say the Several allegations of the above petition are true as I believe. John Maskill

Sworn to before me by John Maskill one of the Plffs & by him Signed in my presence this 3d day of April 1866

Taber Randall Clk

Issue Summons & endorse Suit for $100 with interest from January 16th 1865 for Money advanced
Paid by Plffs for the use of Defts.
Robinson & Robinson Attys for Plffs
And thereupon the following writ of Summons was by the Clerk of said Court which reads to wit,
Summons — The State Of Ohio Union County ss To the Sheriff of Union County. You are
commanded to Notify James Mulvane that he has been Sued by John Maskill
A. L. Elliott, G. W. Newlove, John Butterfield & others in the Court of Common Pleas
of Union County & that unless he Answer by the 5th day of May A.D, 1866 the petition
of the Said plaintiffs against him filed in the Clerks office of Said Court Such
petition will be taken as true & Judgment rendered Accordingly. You will make
due return of this Summons on the 16th day of April A.D, 1866.
L. S. — Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville
this 3d day of April A.D, 1866 Taber Randall Clerk
And Said Summons was returned endorsed as follows to wit "Rec'd this
writ April 8th 1866 Served by delivering to the defendant a certified copy
of this writ on April 14th 1866 Total fees $1.77 J. B. Whelpley Sheriff"
Original papers not on file — Afterwards on the 15th day of May 1866 the following Entry was made
in the Journal of Said Court which reads viz,
John Maskill et,als,
1st Reply — vs — Leave to Answer in twenty days
James Mulvain — & Continued
Afterwards on the 22d day of September 1866 the following Reply was
filed with Said Clerk which reads to wit,
John Maskill & others Plffs
Against — Court of Common Pleas. Union County Ohio.
James Mulvane Deft. — Reply.
The said Plaintiffs for Reply to Defts. Answer
says the part thereof which avers that Said Subscription contained the Condition
that "if David Mulvain Since dec'd Son of James Mulvain the said Deft. Should
volunteer in the Service of the U. S. then the Said Mulvain would not pay the
Said Subscription of $150" is not true but the same is denied
Robinson & Robinson Attys for Plffs
I John Maskill one of Plffs makes oath that the averments of the forgoing
Reply are true as I believe
John Maskill
Sworn to before by John Maskill & Signed by him in my presence this
22d of Sept. 1866
Taber Randall Clerk
Afterwards on the 30th day of October 1866 the following Reply was also filed with
Said Clerk which reads to wit
John Maskill et,als,
2d Reply — vs — Court of Common Pleas Union County Ohio; Reply
James Mulvain — The Said plaintiffs Say it is not true that Said
defendant misunderstood the Terms of Said Subscription
and it is not true that the Said Subscription was not to be paid if the Said
Daniel Mulvain Should volunteer as Stated in the Said defendants Answer
Robinson & Robinson Attys for Plffs.
The State of Ohio Union County ss I John Maskill one of the plaintiffs
being duly Sworn do depose & Say the Several Allegations of the above Reply are
true as I believe
John Maskill
Sworn to before me by John Maskill & Signed by him in my presence this 30th of Octobr 1866
Taber Randall Clerk

2d Entry & Judgt. — And afte
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And afterwards on the 31st day of October 1866 the following Entry was made in the Journal of Said Court to wit,

1st Entry & Judgt.

John Maskill & Others
vs
James Mulvain

This day came the parties & thereupon came a jury to wit, P. L. Coe John Moss, Samuel Myers, David Davis Jr. E. C. Smith, James L. Makaffy James E. Bird, William H. McPeek Regular Jurors, A. L. Mowry, John C. Price William M. Robinson & William Barbour Tales Jurors who being duly empannled & Sworn the truth to Speak & a true verdict give upon the issues Joined between the parties upon their oaths do find for the plaintiffs & assess their damages by reason of the premises to the Sum of $110 73

It is therefore considered Ordered & Adjudged by the Court that the plaintiffs recover of the said defendant the said Sum of $110 73 their damages assessed as aforsaid & also their costs herein expended taxed to $ And thereupon the defendant demanded a Second trial under the Statute which was allowed by the Court & the Bond fixed at $221 46

Afterwards on the 7th day of December A.D. 1866 the following Bond for Second Trial was filed with Said Clerk to. wit, Know all Men by these presents that we James Mulvain D. Burton & T. Brown are held & firmly bound unto John Maskill in the penal Sum of Two hundred & twenty One & 46/100 dollars to the payment of which well & truly to be made we do hereby jointly & Severally bind Ourselves Our heirs Executors & Administrators. Signed by us & dated this the first day of December 1866. — The condition of this Obligation is Such that whereas in a certain action now pending in the Court of Common Pleas of Union County Ohio wherein John Maskill & others are plaintiffs & the Said James Mulvain is defendant Judgment was rendered against the Said defendant at the October term thereof A.D. 1866 for One hundred & ten 73/100 dollars debt & dollars costs and the Said defendant having demanded a Second trial in pursuance of the Statute in Such case made & provided the Court fix the amount of the Bond to the Sum of Two hundred & twenty one & 46/100 dollars — Now if the Said defendant Shall abide the Order & Judgment of the Court & pay all Moneys Costs & damages which may be required of or awarded against him Consequent upon Such Second trial then this Obligation Shall be void Otherwise to be & remain in full force & Virtue in law

2d Said Bond

James Mulvain By P.B. Cole his Atty
Davis Burton — Thos. Brown

Approved by me this 7th of December 1866 Zaber Randall Clerk

Afterwards on the 25th day of June 1867 the following Entry in the Journal of Said Court to wit,

3d Entry

John Maskill et als
vs
James Mulvain

Continued

Afterwards on the 5th day of May 1868 the following Entry was made in the Journal of Said Court which reads to wit,

4th

John Maskill et als
vs
James Mulvain

This day came on this cause to be heard on Motion of defendants Counsel for leave to withdraw his Answer & file a general demurrer, Whereupon the Court being fully advised in the premises Overruled the Motion to which ruling the defendant Excepts. And thereupon defendant asks & obtained leave to Amend his Answer by Saturday of this week.

Afterwards on the 18th day of May 1868 the Amended Answer of Defendant was filed with Said Clerk which reads

John Maskill et. als. Plff
against
James Mulvain Dept

Amended Answer

Union Com. Pleas. Amended Answer.

The Said James Mulvain defendant now comes & for Answer to Plaintiffs Petition Says

1st For a first defence to Said cause of action Specified in Said petition he denies that he

made the Contract Specified in said petition,

2d For a Second defence the Defts denies that the plaintiff advanced or paid any money for him at his (Defts) request or otherwise on account of said Supposed Subscription.

Amended Answer

3d The defendant further denies that the plaintiff borrowed money from the Bank of Marysville on the credit of the Subscription alleged in his petition to have been made by Defendant,

Contd.

4th The defendant denies that he made any Contract with the plaintiffs to pay One hundred & fifty dollars or any other Sum for the purposes Specified in plaintiffs petition.

5th The defendant for a fifth defence Says that he did Sign a Subscription to pay $150.00 to raise Money to pay Volunteers to fill the quota of Leesburg Township under the call for troops refered to in said petition. But Says that he did not thereby promise to pay said Sum or any other to the plaintiffs.

5th Entry

6th The defendant Says further that he did not read the Subscription (refered to in petition before he Signed it) nor Knew its contents except as informed by the person who Solicited him to Subscribe & defendant avers that he understood & was informed by the person refused to that he would not by the terms of said Subscription paper be required to pay said Money if he himself or his Son Daniel Mulvain was drafted or Volunteered in the Military Service of the United States under said call for troops, Defts. avers that he was wrongfully deceived as to the terms of said Subscription paper & would not thereto Subscribed if he had been correctly informed. Defendant avers that he paid $50. on said Subscription, but immediately afterwards his said Son Daniel Mulvain Volunteered in Co. B. 174 O.V.I. & entered the United States Service under said call for troops Specified in Plffs Petition and was credited to the said quota of said Leesburg Township Whereupon Defts declined to pay any thing further on his said Subscription as of right he could So decline having fulfilled the conditions upon which he Signed the same

6th Entry

7th The Defts Says that the plaintiffs have collected money enough from Subscriptions to pay all their liabilities they incurred for raising money advanced to pay the Volunteers refered to in their petition. Having thus fully answered Defts prays to be hence dismissed with his costs P. B. Cole Atty for Defts.

Seventh

State of Ohio Union County ss. James Mulvain the Defts being Sworn Says that the facts Stated in the foregoing Answer are true as he truly believes James Mulvain

Sworn to by James Mulvain before me & Subscribed by him in my presence May 18th 1868 Taber Randall Clerk

Afterwards on the said 18th day of May 1868 the following Reply was filed with the Clerk of Said Court which reads

John Maskill & others
vs
James Mulvain

Reply.

The plaintiffs for Reply to defendants Sixth cause of defence set up in his amended Answer Say the Several allegations of said Sixth defence are denied & are not true except the allegations therein that "his Son Daniel Mulvain Volunteered in Co. B. 177 O.V.I. and entered the United States Service under said call for troops & was credited to said quota of said Leesburg Township" & the plaintiffs further Say that the said Daniel Mulvain rec'd for said credit a Bounty from the plaintiffs of three hundred dollars paid in part by the money advanced by them on the faith of defendants said Subscription & others of a Similar Character Robinson & Robinson Attys for Plffs.

The State of Ohio Union County ss. I John Maskill one of the plaintiffs being duly Sworn depose & Say the Several allegations of the above Reply are true as I verily believe John Maskill

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Sworn to & Subscribed before me this 18th day of May 1868 Taber Randall Clerk

And afterwards On the 26th day of May 1868 the following Entry was also made in the Journal of Said Court which reads

5th Entry

John Maskill et.als. }
vs } Continued
James Mulvain }

Afterwards on the 4th day of November 1868 the following Entry was also made in said Journal which reads,

6th Entry

John Maskill et.als, }
vs } Reply to 7th defence filed & Cause Continued.
James Mulvain }

And Said Reply to the 7th defence reads to wit,

John Maskill et.als, }
vs } Reply
James Mulvain }

The Said Plaintiffs say they deny the Allegations of the Seventh defence of defendants Answer. Robinson & Robinson Attys for Plffs

The State of Ohio Union County ss I John Maskill make oath that the Several allegations of the above Reply are true as I believe John Maskill

Sworn to before me & Signed in my this 4th day of November 1868 Taber Randall Clerk

And afterwards on the 26th day of January 1869 the following amendment to the defendants Answer was filed with the Clerk of Said Court to wit,

John Maskill et.als, Plffs }
Against } Union Com. Pleas. Amendment to Answer,
James Mulvain Deft } For a Sixth defence the defendant Says that he did not

Sixth

read the Subscription (which he did Sign as Statia in his fifth defence to Signing the Same) nor Knew its contents except as informed by A.D. Elliott the person who Solicited him to Subscribe & defendant avers that the Said Elliott told him that the terms of Said Subscription were Such that if he himself or his Son Daniel Mulvain were draftid or Volunteered in the Military Service of the United States under Said call for troops that then he was not to pay Said Subscription or having paid it before Such Volunteering or being draftid as aforesaid then Said money was to be repaid to him the Said deft. And defendant avers that from the Said Statement of Said Elliott in Said Statement of the terms of Said Subscription wrongfully deceived the defendant as to the terms of Said Subscription & defendant would not have Signed the Same if he had Known the true contents of Said Subscription. Defendant avers that he paid $50 on Said Subscription & afterwards that his Said Son Daniel Mulvain did enlist under Said call in Co. B. 174 O.V.I. and was credited to the quota of Said Lusburg Township. Whereupon deft. declined to pay any more on Said Subscription as of right he might do

State of Ohio Union County ss } James Mulvain Deft. being Sworn Says the Statements of the foregoing Answer are true as he believes James Mulvain
Subscribed & Sworn to before me January 27th 1869 Taber Randall Clerk

And afterwards on the Said 26th day of January 1869 the following Reply was filed with the Clerk of Said Court to wit,

John Maskill et.als, }
vs } Court of Common Pleas. Union County Ohio.
James Mulvain } Reply to the Amended Sixth defence. The Said John Maskill & Others Plaintiffs, denies the Several Allegations of Said Amended Sixth defence Robinson & Robinson Attys for Plffs.

Afterwards on the 27th day of January A.D. 1869 the following Entry was made in the Journal of Said Court to wit,

John Maskill et als
vs
James Mulvain

This day came the parties by their Attorneys and thereupon came a Jury to wit, Henry Knotts. William Bell William Wallace William Roberts Philip Coe Gustavus McDowell Levi Hager William Goff regular jurors & A.D. Doolittle Levi Longbrake J.H. Clement & Thomas Worden tales jurors who being duly empannelled & sworn the truth to speak upon the issue joined between the parties upon their oaths do say they find for the plaintiffs and assess their damages at one hundred & twenty four 16/100 (124 16) dollars.

And thereupon the defendant moved the Court to give Judgment for defendant notwithstanding the Verdict for the plaintiffs which motion was fully argued by Counsel the Court overrules, to which ruling the defendant Excepts. It is therefore Considered Ordered & Adjudged by the Court that the plaintiffs recover of the defendant the said sum of One hundred & twenty four 16/100 dollars found due as aforesaid And their costs herein expended taxed to $

Taber Randall Clerk

William Brigham
vs
John Phillips et als

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of November A.D. 1868. Heretofore on the 17th day of September A.D. 1866 the plaintiff by his Attorney filed his petition with the Clerk of said Court which reads in the words and figures to wit,

Union County Ohio Court of Common Pleas

William Brigham Plaintiff
vs
John Phillips William R. Stone Amasa Stanton
David Millard Josiah Knight Eli Jay Brewster Randall
Alpheus M. Merrifield Christopher C. Davidson Ithanar W. Devore
and David Ely Defendants

Petition.

The said Plaintiff complains of the said defendants for that heretofore the Religious denominations in the United States usually known & calling themselves by the name "Christians" by their delegates in general convention assembled on the second day of October A.D. 1850 at Marion in the State of New York resolved & determined to build & establish a collegiate Educational Institution to be under the Control Management & direction of said denomination which should be known & called by the name of "Antioch College" and to that end appointed a provisional Committee of thirty four persons for the accomplishment of said Object to wit, the founding & erecting of said College and from among & out said thirty four persons, thirteen persons were selected called a "Sub-Committee" to whom was entrusted all business pertaining to said Object to wit, the raising of funds, the Selection of the Site or location of the College, the erection of buildings and all & every thing pertaining to said Object & purpose — said thirteen persons so selected & appointed agents & trustees consisted of said parties defendants to this action heretofore named & D. F. Ladley & Joseph Hall (since deceased)

That in pursuance of their said appointment as such agents and trustees & the powers so as above named conferred, said defendants & said Ladley & Hall proceeded to the Collection of funds, by themselves & their agents Selected

the Village of Yellow Springs in Greene County Ohio as the location of the College & put large and extensive buildings as hereinafter more particularly stated. On the 14th day of May A.D. 1852 David Millard, Oliver Barr John Phillips, Josiah Knight, Ethanan W. Deane Wm Mills D. F. Ladley C. Winebrener & Ebenezer Wheeler on behalf of themselves & their associates parties Petition interested in Said institution agreed upon & adopted Articles for the government of said "Antioch College" & to the due assumption of corporate powers thereby & thereupon did duly become a body corporate & politic & assumed corporate powers under the Said corporate name of "Antioch College" and to the due assumption of corporate powers thereby & ~~thereupon~~ did duly become a body corporate & politic in pursuance of & in Strict Compliance with the Statutes of the State of Ohio in Such cases made & provided. By the 3d Article of the "Articles of Incorporation of Antioch College" it was provided that "This institution Shall be "under the management of a Board " of thirty four Trustees who Shall be elected for the term of three years & Shall be " continued in office until their Successors Shall be chosen & qualified unless removed " for a cause by a vote of two thirds of the Board present at any meeting thereof The 6th Article was as follows. "Art. 6 The Board of Trustees So to be appointed " Shall be a body politic & corporate with perpetual Succession having power to Sue be " Sued to plead & be impleaded to acquire hold & convey property real, personal & mixed to " have & use a common Seal & alter & renew the Same at pleasure & to make & alter from " time to time all Such by laws as Shall be deemed necessary for the government of Said " Institution & Shall Keep a record of their proceedings"

Article 7th provides that the Board of Trustees Shall appoint from their own number a president Vice President Secretary & Treasurer,

Article 9th is as follows to wit, "until a Board of Trustees Shall be chosen pursuant " for the government of the Institution pursuant to the provisions, the powers & duties " hereby conferred upon the Board of Trustees Shall remain with & be exercised " by the Sub committee appointed at a convention of Christian Conferences held " at Marvin New York in 1850 whose acts rules & contracts Shall be binding on " the Corporation until altered or rescinded by due Authority. But no act of Said " Board of Trustees Shall be So Construed as to impair any obligation or Contract " entered into by Said Committee"

To which act of obtaining corporate powers said Sub committee of thirteen persons were active parties that each & all of them full & intimate notice & knowledge of the terms & provisions all & Singular of the Articles of Incorporation.

And the plaintiff further States that Said Antioch College after it became a body Corporate on the 14th day of may 1852 as aforesaid did not elect or appoint a Board of Trustees consisting of 34 members as provided in Article 3d of Said Articles of Incorporation until the 4th day of September 1854 & until the date just mentioned the Board of Trustees of Said College Consisted of Said thirteen persons originally appointed agents & Trustees at Marvin New York in 1850 & aforesaid formerly Continued in their Said Office as the Board of Trustees of Said Institution by Said "Article 9" of Said Articles of Incorporation and they duly accepted their trust under Said Institution So incorporated & acted under the same & Continued to manage direct & control all the business & affairs thereof, until September 4th 1854 fully & exclusively (when a Board of 34 Trustees were elected) as they had also done before Said 14th day of May 1852

Plaintiff further States that all the property & assets of Said Antioch College were derived from donations gifts & Subscriptions made & procured by Said

Petition

persons as Trustees of said Institution or to & by their agents by them in that behalf appointed. And said college had no property or assets real personal or "mixed" except that so arised and from means so obtained: said Board of thirteen procured their grounds for the College Site at Yellow Springs aforesaid & undertook the erection of college buildings, but in the prosecution of said purpose said Board of thirteen contracted large debts & incurred extensive liabilities beyond the means & assets of said corporation in the employment of agents, the purchase of material for building the employment of men to put up & construct said buildings, in the purchase of fixtures, apparatus library &c. &c. And in order to enable them to complete said buildings so as to open the college for the reception of Students said Board of thirteen borrowed large Sums of money & executed Mortgages upon the buildings & College grounds without the means money property or assets, then or ever afterwards obtained or owned as the property or assets of said College to pay the same,

Plaintiff further says that said Board of thirteen Trustees between the months of May 1852 & June 1854 contracted a large indebtedness to said Alpheus M. Merrifield for labor & Services performed by him at their instance & request in acting as Treasurer for said Board as building agent employed by them in the construction of said College buildings & for moneys lent by him to them at diverse times for College purposes & for moneys paid to their use at their request for same purpose & for other Services by him to them rendered at their instance & request,

That said indebtedness remaining unpaid said Merrifield on the 15th of November 1855 for a full & valuable consideration Sold & transfered his said claim & demand against said College & its Trustees to the plaintiff who on the 20th day of January 1859 brought his action for the collection of the amount due said Merrifield & so assigned & transfered by him to the plaintiff in the Court of Common Pleas of Green County Ohio against "Antioch College" as a body corporate & politic in which action certain proceedings were had so that at the March Term of said Court A.D. 1860 a verdict was rendered in favor of this plaintiff & against said College for the Sum of Three thousand Seven hundred & thirty two dollars ($3732) upon which verdict the Court then & there rendered its Judgement in favor of this plaintiff & against said Antioch College for said Sum of $3732 & costs taxed at $38.52 And the plaintiff thereupon afterwards caused a writ of execution to issue upon his said Judgement against said Antioch College for the collection thereof & upon which writ the Sheriff of said Greene County on the 15th day of February A.D. 1864 made return that no goods or chattels lands or tenements of said defendant Antioch College could be found whereon to levy to make any part of said judgement and the plaintiff says that said "Antioch College" was & had become totally insolvent at the time said writ of Execution was issued & returned as aforesaid & yet remains insolvent & that their property & assets of all kinds had then sold under Execution & otherwise in the payment of their debts & that the property of said Antioch College is thereby totally exhausted

Plaintiff further says that said judgement still remains in full force unsatisfied & unreversed & he avers & states that when said College by & through its said Board of thirteen Trustees became indebted in the way & manner herein before stated to said Merrifield, said College had not the means money or assets to pay the same & that said College through its said Trustees contracted said debts & incurred said liabilities to said Merrifield beyond the means & assets of said Corporation Antioch College to pay the

Petition

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Summons to Union

Petition

same or any part thereof whereby said trustees to wit. Said defendants John Phillips William B. Stone Amasa Stanton, David Millard Josiah Knight Eli Fay Brewster Randall Alpheus M. Merrifield, Christopher C. Davidson. Ethanan W. Deure & David Ely together with D. L. Sadley & Joseph Hall all of whom except Josiah Knight & Ethanan W. Deure nonresident of the State of Ohio became individually liable to pay the same

Plaintiff says that said Sadley & Hall have deceased since the year 1854. That by reason of the premises aforesaid the said defendants became liable to pay to said plaintiff the amount of said judgment & the said costs amounting in all to the Sum of Three thousand Seven hundred & Seventy dollars & eighty two cents ($3770 82) thereon from the said 25th day of March A.D. 1860

That the said defendants each & all of them have wholly failed to pay said Sum or any part thereof & that the same still remains due & unpaid. Plaintiff therefore prays judgment against said defendants for the said Sum of $3770 82 with interest thereon from the 25th day of March A.D. 1860 & for general relief

Robinson & Robinson & Selwyn N. Owen Attys for Plff

The State of Ohio Williams County ss Selwyn N. Owen being being duly Sworn Says that he is an Attorney of record of the said plaintiff named in the foregoing petition duly authorised in this behalf, that said plaintiff is a nonresident & absent from said Union County and the several ~~statements~~ statements contained in said petition are true as affiant believes Selwyn N. Owen

Sworn to before me by the said affiant & by him subscribed in my presence this 13th day of September A.D. 1866 J. W. Nelson Notary Public

William Brigham Plaintiff

Precipe

vs

John Phillips William B. Stone Amasa Stanton David Millard Josiah Knight Eli Fay Brewster Randall Alpheus M. Merrifield Christopher C. Davidson Ethanan W Deure & David Ely Defendants To the Clerk of Said Court,

Issue Summons in this case for the said John Phillips directed to the Sheriff of Warren Co. Ohio. Also one for said Ethanan W. Deure directed to the Sheriff of Brown County Ohio and one for Josiah Knight & the ballance of the above named defendants directed to the Sheriff of Union County Ohio, each returnable according to law Endorse "action for $3770 82 with interest from the 25th of March 1860 On Judgement Sept. 15th 1866 Robinson & Robinson & Selwyn N. Owen Attys for Plff.

And thereupon the following writ of Summons was issued by the Clerk of said Court to wit

Summons to Union

The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify Josiah Knight William B. Stone, Amasa Stanton David Millard Eli Fay Brewster Randall Alpheus M. Merrifield Christopher C. Davidson, Daniel Ely that they & others have been Sued by William Brigham in the Court of Common Pleas of Union County and that unless they Answer by the 20th day of October A.D. 1866 the petition of the said plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and Judgement rendered accordingly. You will make due return of this Summons on the 1st day of October A.D. 1866 As witness of Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 17th day of September A.D. 1866 Taber Randall Clerk

And said Summons was duly endorsed "William Brigham vs John Phillips & others Action for $3770 82 with interest from 25th day of March 1866 on Judgment" And said Summons was duly returned filed & endorsed as follows to wit, Rec'd Sept. 18. 1866 Served Josiah Knight Sept. 22d 1866 by delivering to him a certified copy of this writ the other defts not found in my County Fees Servic 40 Copy 25 Mil. 10 Return 12 = $1.77 J. B. Whelpley Sh'ff

Also the following writ was issued by said Clerk— The State of Ohio Union County ss.
To the Sheriff of Warren County You are commanded to notify John Phillips that he et als
have been sued by William Brigham in the Court of Common Pleas of Union County & that
Summons to Warren Co. unless he answer by the 20th day of October A.D. 1866 the petition of the said plaintiff against them
filed in the Clerks office of said Court Such petition will be taken as true & Judgement
rendered accordingly. You will make due return of this Summons on the 1st day of October
A.D. 1866. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville
(L.S.) this 17th day of September A.D. 1866 Taber Randall Clerk
Said Summons was duly endorsed to wit, William Brigham vs John Phillips et als
Endorsement Action for $3770.82 with interest from 25th day of March 1860 on Judgt.
And said Summons was returned endorsed to wit, Rec'd this writ Sept. 21st 1866 at 2 o'clk
Sheff's Return P.M. not Served the defendant John Phillips not found Sept. 29th 1866.
Sheffs fees Copy &c. $2.33 John Butler Sheff W. C. O.
And also the following writ of Summons was returned endorsed to wit,
The State of Ohio Union County ss To the Sheriff of Brown County. You are commanded
to Notify Ithanan W. Devore that he & others have been Sued by William Brigham in
the Court of Common Pleas of Union County & that unless he answer by the 20th day of
October A.D. 1866 the petition of the said plaintiff against them filed in the Clerks
office of said Court such petition will be taken as true & Judgement rendered accordingly
You will make due return of this Summons on the 1st day of October A.D. 1866
(L.S.) Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 17th
day of September A.D. 1866 Taber Randall Clerk U.C.P.
Said Summons was duly endorsed as follows to wit, Wm Brigham vs John Phillips et al
Endorsement "Action for $3770.82 with interest from the 25th day of March A.D. 1860 on Judgt"
And said writ was returned by the Sheriff with the following endorsed thereon
"Rec'd this writ Sept. 21st A.D. 1866 & Served the same upon the within Named Ithanan
Sheffs Return W. Devore by leaving at his usual place of residence a true copy of this writ
October 1st 1866 Fees $3.03 W. C. Howard Sheriff of Brown Co. O.
Afterwards on the 8th day of November 1866 the following Entry was made in
the Journal of said Court which as follows to wit,
1st J. Entry William Brigham vs John Phillips et. als } Continued.
And on the 18th day of February 1867 the following was entered in the Journal of said Court
William Brigham }
vs } By Consent of parties on Motion of plaintiff leave is
2d J. Entry. John Phillips et als. } granted plaintiff to amend his petition by interlineing the
"writ of execution was issued & returned as aforesaid" & Striking out the words judgement
was rendered"
Heretofore the following Demurer was filed with the Clerk of said Court which reads in the words & figures
William Brigham }
vs } Court of Common Pleas Union County Ohio Demurer
Demurer John Phillips et als } The defendants Josiah Knight & Ithanan W. Devore comes &
Demurs to plaintiffs petition & for grounds Specify the following which
appear upon the face of the petition. The petition does not State facts Sufficient to
Constitute a cause of action Cole & Cole Atty's for Deft
Afterwards on the 25th day of June 1867 the following Entry was made in the Journal of said Court to wit
William Brigham }
vs }
3d J. Entry John Phillips et als } This day came on this cause & was argued by Counsel and
Submitted to the Court to which decision the Defendants

took exception. On motion of Counsel for Defts leave is granted to defendants to file Answer by the first day of October 1867 & this cause is continued. And afterwards on the 17th day of October 1867 the following Answer was filed with said Clerk which reads

William Brigham
vs
John Phillips W R. Stone Amasa Stanton David Millard Josiah Knight
Eli Jay Brewster Randall Alpheus M. Merrifield Christopher C. Davidson Ithanan W. Devore Defts

Court of Common Pleas
Union County

Ithanan W. Devore one of the defendants now comes & for Answer to plaintiff Petition Says.

Answer of Devore

1st He admits as Stated in plaintiffs petition that he was one of the Trustees of Antioch College from May 1852 to June 1854

2d This defendant also admits that Alpheus M. Merrifield was at the same time a Trustee also building agent & Trustee of Said College.

3d But this defendant denies that as such Trustee or Otherwise or the Board of Trustees ever contracted with Said Merrifield the debt in his petition mentioned as therein alleged

4th This defendant denies contracting any debt with Said Merrifield in Manner & form as charged in his said petition. But this defendant Says that any indebtedness incurred by Said College to Said Merrifield in Said petition described was a balance found due Said Merrifield on adjustment of accounts between Said College without any express contract with the Said Board of Trustees or any of its members & this defendant charges that the Said Merrifield as building agent & Treasurer of Said College had control of Said business himself & contracted the Said indebtedness without consulting this defendant or the Board of Trustees & without their knowledge that he was expending the assets of the College & contrary to an express Order of the Board as Shown by formal resolutions entered on the Records as follows, 1st The Board of Trustees held a meeting about the first of August 1853. The Said Merrifield being present as one of the Trustees participating in the business of the meeting which resolution reads as follows "Resolved that we authorise one building agent to erect Colonnades connecting our main College building & the dormitories as soon as the State of the funds will permit" This def avers that Said Merrifield was the building agent referred to in Said Resolution. This defendant Says that the Board had held a meeting on the 23d of February previous being 1853 at which the following entries had been made upon the records of the Board "Heard reports from the building agent, building committee & Soliciting agents which were Satisfactory & found that the College is now free of debt & has on hand $6000 worth of building Materials" Defendant Says that Said Merrifield was the building agent & One of the building committee referred to Said Resolution.

Journal of Board

This defendant Says that the Said Board again met on the 12th day of January 1854 the Said Merrifield being again present as one of the Trustees & building agent at which the following Resolution was adopted. "Resolved A. M. Merrifield D. F. Sadler & J. G. Reeder be authorised to Commence the erection of the additional buildings Contemplated in the plan presented by A. M. Merrifield as soon as they think the State of the funds will justify them in so doing"

This defendant charges that it was not his intention nor was it the intention of the Said Board of Trustees to incur any indebtedness to Said Merrifield beyond the means of the College to pay & this defendants Says that the Said Merrifield was himself wholly responsible for contracting Said indebtedness.

5 This defendant Says for a further defence to this action of plaintiff that he

denies that said College was indebted to the said Merrifield for one item of his account presented & allowed him to wit, as follows "Plans of Antioch College as originally furnished $300" This defendant avers that said Merrifield agreed not to make any charges for said items in his original agreement with the said Board in regard to that matter

Answer & Demur

6th This defendant for a further defence to said action of plaintiff says. That no action accrued to the plaintiff by reason of the matters mentioned & set forth in said petition at any time within six years next previous to the commencement of this action.

7th This defendant says for a further defence that Merrifield contracted the indebtedness mentioned in said petition himself without the consent of this defendant or of said Board of Trustees & that his said account was contrary to law & not binding on this defendant nor any of said Trustees. And having thus fully answered this Defdt. asks to be dismissed with his costs. By P. B. Cole his Atty

The State of Ohio Brown County ss. Elhanan W. Devore Defdt being first duly sworn says that the statements of the foregoing Answer are true as he verily believes. E. W. Devore

Sworn to by E. W. Devore before me & signed by him in my presence October 1867

David Correll Probate Judge

Afterwards on the 21st day of October 1867 the following Answer was filed with said Clerk which reads to wit

William Brigham Plff
vs
John Phillips et als Defts

In Union Com. Pleas

Josiah Knight one of the Defts. to said action comes and for Answer thereto says.

Demurrer

1st That he admits that he was of the Trustees of Antioch College as alleged in Plffs. Petition

2. This Defdt. admits that the said Alpheus M. Merrifield was also at the same time one of the Trustees of said College also the building agent & one of the building committee of said College

3. And this Defdt further says that he has examined the Answer of Elhanan W. Devore one of his co. defendants hereto & fully understands the statements therein contained & he this defendant believes them all to be true & personally knows most of them to be true — This defendant then adopts the said Answer of E. W. Devore as his own so far as the same goes including any statements of fact & every cause of defence therein set forth. And for a further answer to said petition this Defdt. says that said Merrifield as building agent was instructed by resolutions of the said Board of Trustees of said College through its Sub committee as follows — Pursuant to adjournment Sub committee of Antioch College met at the College office Yellow Springs Greene County Ohio September 15th 1852 at which the following Resolution was adopted.

"Resolved that A. M. Merrifield be a committee to prepare a plan for a dwelling for the President of Antioch College the costs of which shall not exceed $3000 to be submitted to the building committee & commenced when they think the College funds will permit"

Defendant avers that said Merrifield was present when said Resolution was adopted as one of the said Trustees assenting to said resolution & that he was also building agent & one of the building committee of said College at that time. And defendant avers that said Merrifield contrary to said resolution & without the consent of this defendant or of the said Board of Trustees expended near seven thousand dollars in erecting said house for the President of said College. And having thus fully answered, this defendant asks to be hence dismissed with his costs

R. B. Cole Atty for Defdt

Motion

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The State of Ohio Union County ss Josiah Knight a dft. in the above named action who being first duly Sworn Says that the Statements contained in the foregoing answer are true as he verily believes Josiah Knight
Sworn to before me by Josiah Knight & Signed by him in my presence this 21st day of October 1867 Taber Randall Clerk

Afterwards on the 3d day of February 1868 the following motion of Plff was filed with the Clerk of said Court to wit.

William Brigham vs John Phillips et als } Court of Common Pleas Union County Ohio
Motion } Motion. The plaintiff comes & moves to Strike out as irrellevant & as matter of evidence merely all that part

Of the 4th defence of the defendants answer written after the 14th line of the 2d page after these words "by formal resolutions entered on their records" and before these words in line 19th of 3d page "This defendant charges that he

2 The plaintiff moves the Court to require the defendant to make more definite & certain his 6th defence set up in the answer of E.W. Deyoe
Robinson & Robinson & Owen Attys for Plff

And on the 25th day of may 1868 the following Demurrer was filed with the Clerk of said Court to wit

William Brigham vs John Phillips & others } Demurrer } Demurrer. The plaintiff demurs to the said answer of Josiah Knight & says the said answer does not allege facts sufficient to constitute a defence to said petition.
Robinson & Owen Attys for Plff

Also on said 25th day of May 1868 the following demurrer was filed with with the Clerk of said Court which reads to wit,

William Brigham vs John Phillips & others } Court of Common Pleas Union County Ohio } Demurrer } Demurrer. The plaintiff demurs to the said E.W. Deyoe's 1st 2d 3d 4th 5th & 7th defence Severally & for cause of demurrer,

1st Because the said Several defences each & all of them are insufficient & do not allege facts sufficient to constitute a defence said plaintiffs petition
Robinson & Robinson & S.R. Owen Attys. for Plff.

Also On the 25th day of May 1868 the following Reply was filed with the Clerk of said Court which reads to wit,

William Brigham vs John Phillips & et.als } Reply } The plaintiff Replies to the Sixth defence set up in the answer of the said defendant E.W. Deyoe & says the said Several allegations of said Sixth defence in said answer are not true and are denied
Robinson & Owen Attys for Plff

The State of Ohio Union County ss I J.W. Robinson being duly Sworn do say that I am the Atty of Plff & that the Several allegations of said above Reply are true
J.W. Robinson
Sworn to & Subscribed before me this 25th of May 1868 Taber Randall Clerk

Afterwards on the 23d day of June 1868 the following agreed Statement of facts was filed with the Clerk of said Court which reads to wit.

William Brigham vs John Phillips & others } The following is a statement of facts agreed to in

this case so far as the question of the Statute of limitation is concerned. The account against the Corporation accrued & was made between the month of May 1852 & the June 1854. That suit was begun against the said Corporation to wit, Antioch College on said account on the 21st of January 1859. That the Judgement was rendered against against Corporation at the March Term 1860 and that the Sheriff returns the Execution against said Corporation on said Judgement on the 15th day of February 1864 of no property. This present action was commenced against the Trustees (the present Defts) who were sued to make them individually liable for said account of the Plff. June 23d 1868. P.D. Cole Atty for Defts. Robinson & Owen Attys for Plff.

And afterwards on the 13th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words to wit,

William Brigham
vs
John Phillips Josiah Knight Elhanan W. Devore et als

Entry & Judgt.

This day came the parties by their Attorneys & Submitted this cause to the Court upon the petition of plaintiff, the Answer of Josiah Knight & Elhanan W. Devore (the other defendants named in the petition not having been found nor served with process) & upon the Demurer of plaintiff to all the defences set up in the said Answer of Knight & Devore except Defence No. 6. in the Answer of said Devore to which the plaintiff replied denying said defence & on which an agreed Statement of facts in writing was made. And the Court being fully advised in the premises do find as follows to wit

1st On the said issue of fact upon the said 6th defence which is a plea of the Statute of limitations the Court finds for the plaintiff that said action of plaintiff is not barred by the Statute of limitation,

2d And the Court being further advised as to the Demurer of plaintiff to the residue of defendants Answers are of Opinion that the part of said Answers of said defendants so demured to do contain facts sufficient to constitute a defence to plaintiffs said action and that the matter contained in said Answers are sufficient in law to bar the said plaintiff from his action against the said Josiah Knight & Elhanan W. Devore. It is therefore considered by the Court that the said Josiah Knight & Elhanan W. Devore go hence without day & recover of the said Williams Brigham Plaintiff their costs in this behalf expended taxed to $\
To all of which rulings & Judgements & Orders the plaintiff Excepts,

Attest Taber Randall Clerk

Jonathan Field
vs
Robert Field

In Pleas before the Hon. J. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within for the County of Union in the State of Ohio, on the 4th day of November A.D. 1868. Heretofore on the 20th day of February 1866 the petition of the said Plaintiff was filed with the Clerk of said Court which reads as follows to wit

To the Honorable Court of Common Pleas within for the County of Union & State of Ohio.

50 R.S.

Your Petitioner Jonathan C. Field of the County of Union & State of Ohio respectfully represents, that your Petitioner has a legal right to & is Seized in fee simple of the

Petition

undivided four Seventh's part of a certain tract or parcel of land with the appurtenances lying & being in the said County of Union & State of Ohio & bounded & described as follows to wit being part of Survey No. 9918. Beginning at a Stone in the north line of the Survey, thence S 11° E 90¼ poles to a stone thence S 79° W 5 3/3 poles to a Stake thence N 11° W 90¼ poles to a Stake - thence in the North line of the Original Survey thence with said north line N 79° E 53/3 poles to a Stone the place of beginning Containing thirty acres, - Being the Dower estate heretofore assigned to Susannah Field deceased

Your Petitioner further represents that Robert Field of the County of Union & State of Ohio is Tenant in Common with your petitioner in the said premises owning the other 3/7 part.

Your Petitioner therefore desiring to hold his said interest in Severalty prays that partition of said lands & tenements may be made & that your petitioners interest in said lands & tenements may be set off to him in Severalty. Or if it shall appear that partition of said lands & tenements cannot without manifest injury be made, then that the same may be sold & this proper Order taken in that behalf pursuant to the Statute in such case made & provided

P. W. & Sterling Attys for Petitioner

And on the 24th day of March 1866 the following Notice was filed with said Clerk to wit.

"Robert Field will take Notice that a petition was filed against him on the 20th day of Feb. 1866 in the Court of Common Pleas Union County & State of Ohio by Jonathan C. Field & is now pending wherein said Jonathan Field demands partition of the following real estate bounded & described as follows to wit, being part of Survey No. 9918 beginning a Stone in the northwest corner thence S 11° E 90¼ poles to a Stake thence N 79° E. 53/3 poles to a Stone thence N 11° W 90¼ poles to a Stone thence S 79° W 53/3 poles to the beginning thirty acres - At next Term of said Court application will be made by the said Jonathan C. Field for an order that partition may be made of said premises. Dated Feb. 20th 1866

Jonathan C. Field

I Jonathan C. Field Served a copy of the within Notice on Robert Field this 21st day of February 1866

Jonathan C. Field

Sworn to & Subscribed before this 21st day of February 1866 Wm Spach J.P.

Afterwards on the 9th day of May 1866 the following Entry was made in the Journal of said Court which reads in the words and figures as follows to wit,

Jonathan Field
vs
Robert Field

In Partition

On Motion to the Court by Counsel for the petition leave is granted to petitioner to so Amend his petition as to make it conform to the Civil Code within thirty days from the rising of this Court and leave is also granted to petitioner to make new parties herein & cause continued

Afterwards on the 4th day of June A.D. 1866 the following amended Petition was filed with said Clerk which reads to wit

Jonathan Field Plaintiff } Court of Common Pleas Union County Ohio
vs } Amended Petition
Robert Field Defendant } The plaintiff Jonathan b. Field says that he has a legal right to & is seized in fee Simple

Amended Petition

of the one undivided four Sevenths part of a certain tract & parcel of land with the appurtences lying & being in the County of Union in the State of Ohio and bounded & described as follows to wit, being part of Survey No. 7918 beginning at a Stone in the north line of the Original Survey thence S11°E 96¼ poles to a stone, thence S79°W 53⅓ poles to a Stake thence N11°W 96¼ poles to a Stake in the north line of the Original Survey thence with said north line N79°E 53⅓ poles to a Stone place of beginning containing thirty acres being the dower estate heretofore assigned to Susannah Field now deceased & widow of Robert Field deceased.

Plaintiff further says that Robert Field of the County of Union in the State of Ohio is a tenant in common with plaintiff in said premises owning the three Sevenths part thereof. The plaintiff desiring to hold his said interest in Severalty asks that partition of the said lands & tenements be made & plaintiffs said interest in the same may be set off to him in Severalty. Or if it shall appear that partition of said lands & tenements cannot without manifest injury be made then that the same may be sold or other proper relief be granted in that behalf.

Porter & Sterling Attys. for Plaintiff

The State of Ohio Union County ss The plaintiff Jonathan b. Field being duly sworn says he believes the facts stated in the forgoing petition to be true Jonathan b. Field

Sworn to & Subscribed before me by Jonathan b. Field this 4th day of June 1866

Jabez Randall Clerk

Afterwards On the 30th day of October 1866 the following Entry was made in the Journal of said Court which reads in the words and figures as follows,

Jonathan Field }
vs } Leave to file Answer by Defendant—
Robert Field } Answer filed & Continued.

Entry No. 2.

And thereupon the following Answer was filed with said Clerk which reads as follows

Jonathan Field Plaintiff } Court of Common Pleas of Union County Ohio
Against } Answer.
Robert Field Defendant } And now comes the said defendant Robert Field and for Answer to plaintiffs Amended petition says that he has resided on the premises in the petition described for about twenty years past with the said Susannah Fields now deceased who was his Mother, and held said premises as her dower interest as the widow of Robert Field deceased who was the father of both Plaintiff & defendant, that he the said defendant has made lasting and valuable improvements upon said lands as follows to wit, he has cleared all of said lands except about ten acres thereof, that was cleared when set off to said Susannah Field & has made fences thereon & has built a hewed log house thereon with a frame Kitchen attached thereto & has also built thereon a frame barn & dug a well & walled it up & put a pump therein all of which he has done at his own expense & for about said term of twenty years he has lived on said lands & took care of his Mother said Susannah Field: that during all of said time he has paid all taxes on said lands,

Therefore he asks that the Court in Making an Order in this case either for partition or otherwise will protect his rights in the premises and that he may

on the partition or Sale of said lands be adjudged to have pay for his said improvements taxes &c
And that he may have such other & further relief in the premises as he may in equity be entitled to &
receive John B. Coats Attorney for Defendant
The State of Ohio Union ss. Robert Field the defendant being Sworn says he believes the facts stated in the
foregoing Answer to be true Robert Field
Sworn to by Robert Field before me & Signed by him in My presence this 29th day of October A.D. 1866
Taber Randall Clerk

And on the 29th day of november 1866 the following Reply was filed with said Clerk which reads as
Jonathan Field Plaintiff } Court of Common Pleas Union County Ohio.
Against } Reply
Robert Field Defendant }

I The plaintiff Replies to the Answer of defendant and denies all & singular the allegations contained in defendants Answer excepting the allegation that defendant resided on said premises with the said Susannah Field who is the Mother of the parties hereto

II For a Second ground of Reply plaintiff Says defendant was a Small boy about the age of thirteen years and was being Supported by the said Susannah Field when they went to live upon said premises & continued to be Supported by her for the first eight or nine years. That about twenty five acres of said land could then be used as meadow & tillable land & that any & all improvements that were made thereon while defendant resided thereon were made by his said Mother & were paid for by her from the use & produce of said premises including the payment of the taxes.

III Plaintiff further Says that the use & yeald from the land would & did far more than compensate defendant for any improvement that he may have made on the same or for any trouble or expense that he may have had or borne either with reference to such improvements or for the care of the said Susannah Field.

IV The Plaintiff Says that the defendant while So living with said Susannah Field received from her a certain amount of Stock consisting of one horse one Cow, Sheep & hogs valued then at One hundred & fifty dollars for which defendant failed to account either to the said Susannah Field or to plaintiff. So that besides the use of said land, defendant had the use & property in said Stock for any trouble & expense that he may have been at as aforesaid. Plaintiff therefore Says that defendant ought not in justice or equity to have pay for improvements payment of taxes &c on said land Porter & Sterling Attys for Plff

The State of Ohio Union County ss. Jonathan Field being Sworn says he believes the facts stated in the foregoing Reply to be true Jonathan G. Field
Sworn to by Jonathan Field before me & Signed by him in my presence this
29th day of November 1866 Taber Randall Clerk

Afterwards on the 21st day of may 1868 the following Entry was made in the journal of said Court which reads in the words & figures as follows to wit,

Jonathan Field } Partition in Chancery
vs } This cause came on to be heard on petition Answer
Robert Field } and evidence. Whereupon. the Court do find that the defendant hath made valuable improvements on said lands & advanced Considerable Sums in the payment of the taxes thereon & the value of said improvents & the Sums so advanced amount to four hundred & fifty dollars in excess of deductions for the use of the same. & that the Plff is entitled to partition

It is Therfore Considered & adjudged that a writ of Partition ijsue to the Sheriff of this County Commanding by the oaths of John Cheney David R. White John Gray three disinterested freeholders of the vicinity that he make partition of said lands assigning to the plaintiff of said lands a quantity which shall be in value $257.14 less than the four Sevenths of the said lands & to the defendant the balance of said lands to wit, a quantity in value $257.14 in excess of the three Sevenths of said lands & that he return his proceedings to the next term of this Court - and thereupon the plaintiff gave Notice of appeal & the Court fix the Bond for appeal at $100

Afterwards the following writ of Partition was ijsued by said Clerk which reads to wit

The State of Ohio Union County ss To the Sheriff of said County Greeting.

You are commanded that without delay by the oaths of John Cheney John Gray & David R. White you cause partition to be made of the following described premises Situate in the County of Union & State of Ohio to wit;

Order of Part.

Part of Survey No. 9918 Beginning at a stone in the north line of the Original Survey thence S11°E 90¼ poles to a Stone thence S79°W 53⅓ poles to a Stake thence N11°W 90¼ poles to a Stake in the North line of the Original Survey thence with said north line N79°E 53⅓ poles to a Stone the place of beginning containing 30 acres

Among the following persons & in the following proportions to wit;

To the said Jonathan Field so much of said lands as shall be in value $257.14 less than the four Sevenths (4/7) of said lands. And to the said Robert Field the balance of said lands to wit a quantity in value $257.14 in excess of the three Sevenths (3/7) of said lands. In pursuance of an Order lately Made in our Court of Commen Pleas within & for the said County of Union in a certain Petition for Partition wherein the said Jonathan Field is Petitioner & Robert Field is Respondent. And that your proceedings in the premises You distinctly certify under your hand to our said Court of Commen Pleas forthwith. Witness my name & the Seal of said Court of Common Pleas at the Court House in Marysville this 15th day of June A.D. 1868

L.S.

Taber Randall Clerk

Petition

And said Order of Partition was returned duly endorsed as follows.

Sheffs Return

I have executed the within writ by the oaths of the Commissioners named in the within Order whose report is herewith returned June 20th 1868

Total fees $8.15

J.B. Whelpley Sheriff

And thereupon the Report of the Commissioners was filed which reads to wit

We the undersigned Commissioners in Partition named in the foregoing Order met on the twentieth day of June on the premises & after being duly Sworn according to law proceeded to View & partition said premises as follows to Jonathan Field we set off Seventeen acres & one Seventh on the South end of said piece of land - And to Robert Field Twelve & six Sevenths acres on the north end according to the value of said premises taking into consideration the improvements on said premises & advantages

This June 20th 1868

John Cheney
John Gray
D.R. White
} Commissioners in Partition.

And afterwards on the 4th day of November 1868 the following Entry was made in the Journal of said Court which reads to wit,

(See next page)

Jonathan Field
vs
Robert Field

This day came on this cause to be heard on the Motion to confirm the proceedings & Report of the Sheriff on Order of Partition And it appearing that said proceedings are in all respects lawful it is Ordered that the same be & are hereby confirmed. And it is further Ordered that the costs of this proceeding including an Attorney fee of $30.00 to J. B. Coats be paid by the parties to whom said lands were set off in the proportions of 4/7 by plaintiffs & 3/7 by the defendant And in default of payment of the same for ten days that Execution issue for the same as upon Judgments at law

Attest Silas Randall Clerk

Bancroft Bros & Co.
vs
John Duffey & others

Pleas before his Honor J. S. Conklin Presiding Judge of a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 30th day of January A.D. 1869 Heretofore on the 25th day September A.D. 1868 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit,

Harvey Bancroft, Carlos N. Bancroft & Robert C. Sheldon partners doing business in Ohio in the name of "Bancroft Bros & Co"
vs
John Duffey Margaret Duffey & I. N. Wells Defts

Court of Common Pleas
Union County Ohio
Petition

The said plaintiffs say they are partners doing business in the State of Ohio in the firm name of "Bancroft Bros & Co." & they complain of John Duffey & Margaret Duffey for this that on the 29th day of January 1867 the said John & Margaret Duffey in consideration of Seven hundred & fifty dollars conveyed their deed in fee Simple duly executed & delivered to S. H. Brake his heirs & assigns the following real estate in the County of Union & State of Ohio Viz. part of Survey No. 3003 part in Union & part in Delaware Counties Ohio. Beginning at the N.W. corner of fifty acres of land deeded by Geo. Hensil to John Hensil thence N 10° W 20½ poles to a Stake thence N 80° E 120 poles to a Stake thence N 10° W 13¾ poles to a Stake thence N 80° E 10 poles to a Stake in the line of Rudolphs land thence S 10° E 33¾ poles to a Stake thence S 80° W 130 poles to the place of beginning containing twenty acres more or less — Also a lot of land in Survey No. 3003 part in Same Counties. Beginning at the N.W. corner of 27 acres conveyed by A.G. Benton & running thence S 10° E 13¾ poles thence N 80° E 120 poles to a Stake thence N 10° W 13¾ poles to a Stake thence S 80° W 120 poles to the place of beginning containing 10 acres more or less — Said deed however contained a condition that if said John Duffey Should pay his note of the same date of the Said deed for Seven hundred & Sixty five dollars on or before the 1st of October 1867 the said conveyance Should become void — That Said Mortgage deed was duly recorded on the 11th of March 1867 in Book No. 6 page 170 & 171 — That Said S. H. Brake has duly assigned to the plaintiffs all of his interest in & to the Said Note & Mortgage & has no interest in the same but the same is owned by the plaintiffs — The Said defendants have not paid any part of Said Sum of Money but there is due the plaintiffs on Said note Seven hundred & Sixty five dollars with interest from the 1st of October 1867 — That One I. N. Wells holds a Mortgage deed for Said land on which there is some balance due him but the amount is to the plaintiffs unknown & they ask that he set up his claim under Said Mortgage deed

Therefore the plaintiffs ask an Order of Sale of Said premises & decree of the Court for Said Sum of Seven hundred & Sixty five dollars with interest from October 1st 1867

Robinson & Robinson Attys for Plffs

The State of Ohio Union County ss. I J.W. Robinson being duly Sworn depose & say that I am one of the Attorneys of Plffs in the foregoing case & plaintiffs are all non residents of said Union County & believe the several statements of the foregoing petition are true J.W. Robinson
Sworn to before me & Signed in my presence Sept. 25, 1868 Taber Randall Clerk

Issue Summons & endorse Suit on note & Mortgage for $765 with interest from Oct. 1867 Robinson & Robinson

And afterwards the following writ of Summons was issued by said which reads as follows

Summons

The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify John Duffy Margaret Duffy & J.N. Wells that have been sued by Bancroft Bro & Co in the Court of Common Pleas of Union County & unless they Answer by the 24th day of October A.D. 1868 the petition of the said plaintiffs against them filed in the Clerks office of said Court such petition will be taken as true and judgement rendered accordingly. You will make due return of said Summons on the 5th day of October A.D. 1868.
Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 26th day of September A.D. 1868 Taber Randall Clerk

Said Summons returned duly endorsed as follows. "Rec'd Sept. 26th 1868 Served Oct. 1st 1868 by delivering to J.N. Wells a certified copy of this writ. The other defendants not found in my County Fees $2.77 J.B. Whetsley Sheriff

Afterwards on the 27th day of November 1868 the following Affidavit was filed with said Clerk

Affidavit for Publication

Bancroft Bro & Co. } In Court of Common Pleas Union County Ohio.
vs } J.W. Robinson being duly Sworn says he is the Attorney of
John Duffy & others } plaintiffs – that this action is founded on note & Mortgage on land in Union County Ohio & its Object & prayer is to foreclose said Mortgage & that said John Duffy & Margaret Duffy are not residents of Ohio, but their present residence is to this Affiant unknown And process by Summons cannot be had on them in this State
J.W. Robinson
Sworn to before me & Signed in my presence this 27th Nov 1868 Taber Randall Clerk

Afterwards the following Notice & proof of publication was filed with said Clerk to wit,

Notice

John Duffy & Margaret Duffy are hereby notified that Bancroft Bros & Co have filed their petition against them in the Court of Common Pleas of Union County Ohio where the same is pending against them alleging that said Duffy & wife executed to S.H. Brake their Mortgage deed on the following real estate in Un & Del. counties O. to wit part of Survey No 3003 Beginning at the N.W. corner of 50 acres conveyed to John Hensel thence N 10° W 20 1/2 poles to a Stake thence N 80° E 120 poles to a Stake thence N 10° W 13 3/4 poles to a Stake thence N 80° E 10 poles to a Stake in the line of Rudolphs land thence S 10° E. 33 poles to a Stake thence S 80° W 130 poles to the beginning containing 20 acres more or less – Also another lot in Same Survey beginning at the N.W. Corner of a lot conveyed by A.J. Benton thence S 10° E 13 3/4 poles thence N 80° E 120 poles to a Stake thence N 10° W 13 3/4 poles to a Stake thence S 80° W 120 poles to the beginning containing 10 acres which Mortgage is duly recorded in said Counties and was given to Secure the payment of a Seven hundred & Sixty five dollar note dated January 20th 1867 – That said Brake Sold & conveyed said Note & Mortgage to plaintiff who own the Same – That said plaintiffs ask judgement & Order of Sale for $765 with interest from Oct. 1. 1867
Judgement and decree will be taken on default unless the said defendants Answer by the 3d Saturday of January 1869 Dec. 2d 1868
Robinson & Robinson Attys for Plffs.

The State of Ohio Union County ss I John H. Shearer do make oath that the advertisement of which the annexed is a copy was published for

Six consecutive weeks immediately Succeeding the 2d of Decr 1868 in the Marysville Journal a Newspaper of general circulation in Union County Ohio & of which I am the Editor & Proprietor J.M. Shaw
Sworn to & Subscribed before me this 25th day of January A.D. 1869 Taber Randall Clerk
Afterwards on the 30th day of January 1869 the following Entry was made in the Journal of Said Court which reads in the words and figures as follows to wit,

Bancroft Bros &c
vs
John Duffy et.als

This day came the parties to this action & Submitted this cause to the Court. Whereupon the Court do find the Allegations of the petition to be true and there is due to the plaintiffs from Said John Duffy on Said note & Mortgage the Sum of Eight hundred & thirty six & 20/100 dollars which is a lien on the real estate in Said petition described. It is therefore considered Ordered & adjudged by the Court that Said plaintiffs recover of Said defendant John Duffy Said Sum of Eight hundred & thirty six & 20/100 dollars ($836.20) and costs of suit taxed to $

And it is further Ordered by the Court that if Said defendant Shall fail for ten days to pay Said judgement & costs that an Order of Sale issue to the Sheriff of Said County Commanding him to Sell according to law Said real estate to Satisfy Said Claim – And leave is granted to I.N. Wells to file Answer in thirty days. And as to his claim this cause is Continued for distribution of proceeds of sale

Taber Randall Clerk

Entry of Judgt

Nimrod P. Payne & wife
vs
Pearl M. Keyes et.als

Pleas before the Hon. J.S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 29th day of January A.D. 1869

Heretofore on the 22d day of September 1868 the following Petition was filed with the Clerk of Said Court which reads as follows,

Nimrod P. Payne &
Rosina Payne Plffs,
vs
Pearl M. Keyes et.als

Court of Common Pleas, Union County Ohio
Petition for Partition.

The Said Plaintiffs Say that Loren Keyes died Seized in fee Simple of the 160 acre farm on which the Said Pearl M. Keyes now resides Situate partly in the County of Madison Ohio & partly in the County of Union Ohio and commonly known as the Loren Keyes farm.

Pet.

That Said Loren Keyes left Lydia Keyes his widow now living on said land entitled to dower & as plaintiffs believe has been amicably assigned to her – That the following are the only heirs of Said Loren Keyes dec'd, having the next estate of inheritance in Said land vs,

1. Lydia Keyes Married to Elisha Callender
2. Betsey Keyes Married to Jacob Yeasel
3 Esther Keyes Married to John W. Smith
4 Jennette Keyes Married to John P. McDowell
5 Josephine Keyes – 6 Pearl M. Keyes – 7 Albert Keyes – 8 Sip. H. Keyes
9 Wesley Newman & 10 Rosina Payne Only daughter of Rowena Butler dec'd,

The plaintiffs Say the Said Rosina Payne wife of Nimrod P. Payne is the owner in fee Simple of the undivided One tenth of Said land entitled to the One tenth thereof together with a large amount of rents accrued thereon while in the possession of the Said Pearl M. Keyes.

That Said Other heirs have been & are tenants in common with Said Rosina in Said lands Therefore the plaintiffs ask that heirs & the persons to whom are Married as before named be made parties & Said dower Set off to Said Lydia Keyes or be confirmed as already assigned & that Said premises be divided according to the rights of the Several parties. X

Robinson & Robinson Attys for Petitioners &

Afterwards the following Notice & proof of publication was filed with the Clerk of Said Court Viz

Legal Notice. Lydia Keyes, Lydia & Elisha Callender Esther & John W. Smith, Betsey & Jacob Yeasel Jennette J. Wm P. McDowell, Josephine Keyes. Albert Keyes, Pearl M. Keyes. Jeph H. Keyes and Wesley Newman are hereby Notified that Nimrod P. Payne & his wife Rosina Payne have filed their petition in the Court of Common Pleas of Union County Ohio asking partition of the 160 acre farm in Union & Madison Counties, Ohio. On which Said Pearl M. Keys now resides Commonly known as the Loren Keyes farm. An Order of partition of said farm will be asked for at the next term of said Court commencing November 4. 1868

September 23d. 1868 Robinson & Robinson Attorneys for Petitioners

The State of Ohio Union County ss. I John H. Shearer do make Oath that the advertisement of which the annexed is a copy was published for Six consecutive weeks next preceding the 4th day of November 1868 in the Marysville Tribune a Newspaper of general circulation within Union County and of which I am the Editor & Proprietor

J. H. Shearer

Sworn to before me & Subscribed in my presence this 5th day of November A. D. 1868

Asher Randall Clerk

And On the 5th day of November 1868 the following Entry was made in the Journal of Said Court which reads in the words and figures following to wit,

N. B. Payne & Rosina Payne vs P. M. Keyes & others — Partition,

This day came the Plaintiffs and the Court being satisfied that due Notice of the filing of this petition hath been made according to law. And thereupon the Court being fully advised in the premises do find that the petitioners are entitled to partition as asked for in their petition. And that Lydia Callender Esther Smith, Betsey Yeasel, Josphine Keyes and Almina Newman had conveyed their interest to P. M. Keyes in Said land before the decease of Henrietta Keyes, but as heirs of Henrietta Keyes each have yet the One - One hundred & tenth part of Said lands & that all the other heirs of Said Loren Keyes It is therefore Considered & Ordered that by the Oaths of B. Stay Wm M. Robinson & Joseph Cameron three disinterested freeholders of the County the Sheriff of this County Set off & Assign One third part of Said real estate to Lydia Keyes as her dower therein & that by the like Oaths of the Same persons he Set off & assign to the petitioners the One tenth of Said lands Subject to said dower estate & to Said Lydia E. Callender the One - one hundred & tenth part thereof to Esther A Smith the Same quantity. Betsey Yeasel the Same quantity Josephine Keyes the Same quantity. To Wesley Newman Only Son of Almina Newman dec'd the Same quantity And to P. M. Keyes the ninety four One hundred & tenths of Said lands, which lands are more particularly described as follows Viz. Situate in the Counties of Madison & Union State of Ohio & bounded & described as follows Viz. Beginning at a Maple & an ash on the West bank of little Darby creek Opposite to three honey locusts on the S. E. Side of Said Creek Lower Corner to Alex. McLardy Survey No 3559 thence running up Said Creek with the Meandering lines of the Same North 9 poles thence N. 55° E 18 poles

Notice

Writ of Part & Down

Entry

Sheriffs Return

(L.S.)

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thence N 28° W 18 poles to a locust tree thence N 72° W 14 poles to an ash thence N 27° W 30 poles to a hickory thence N 75 W 6 poles to an elm thence N 20° W 36 poles to three elms thence N 55 W 9 poles to a bur oak thence N 16½ poles to an ash thence N 9° W 14 poles to a Jack oak thence N 13° E 34 poles to a Stone thence N 88° W 103 poles to a Stone thence S 25° W 180 poles to a Stone thence S 88° E 218 poles to the beginning containing 160 acres and that they Report at this term of the Court,

Afterwards the following writ of Partition was issued by the Clerk of said court which reads

The State of Ohio Union County ss To the Sheriff of said County Greeting.

We command you that without delay by the Oaths of B. A. Jay Wm M. Robinson and Joseph Cameron you cause to be set off & asigned to Lydia Keyes widow of Loren Keyes late of said County deceased one full equal third part of the real estate hereinafter described and that in like manner by the like Oaths of the same men you cause partition to be made of the following real estate in the Counties of Union & Madison State of Ohio

Writ of Part & Dower

Beginning at a Maple & an ash on the west bank of Little Darby creek opposite to three honey locusts on the S.E. side of said creek Lower corner to Alex. McLaughs Survy No 3539 thence running up said creek with the meandering lines thereof North 9 poles thence N 55° E. 18 poles thence N 28° W 18 poles to a locust tree thence N 72° W 14 poles to an ash thence N 27° W 30 poles to a hickory thence N 75° W 6 poles to an elm thence N 20° W 36 poles to three elms thence N 55° W 9 poles to a bur oak thence 16½ poles to an ash thence N 9° W 14 poles to a jack oak thence N 88° W 103 poles to a Stone thence S 25° W 180 poles to a Stone thence S 88° E 218 poles to the beginning containing 160 acres. Subject to said dower estate among the persons named herein and in the following proportions to wit.

To the petitioners the One tenth (1/10) part
To the said Lydia E. Callender the one-One hundred & tenth (1/110) part
To Esther A. Smith the One-One hundred & tenth (1/110) part
To Betsy Agasel the One-One hundred & tenth (1/110) part
To Josephin Keyes the One-One hundred & tenth (1/110) part
To Wesley Newman Only Son of Almina Newman dec'd the 1/10 part
To P. M. Keyes the ninety four One hundred & tenth (94/110) part

In pursuance of an Order lately made in our Court of Common Pleas within and for said County of Union in a certain petition for partition and Dower wherein the said the said N. P. Payne & Rosina Payne are petitioners and Lydia Keyes. P. M. Keyes & others are respondents, and that you proceedings in the premises you distinctly certify under your hand to Our Said Court forthwith

Witness my name & the Seal of said Court at the Court House in Marysville (L.S.) this 11th day of November A.D. 1868 Faber Randall Clerk

Said Writ was returned Filed and duly endorsed as follows to wit,

Sheriffs Return

As commanded by the foregoing writ of Partition & Dower I have executed the same by the Oaths of B. A. Jay Wm M. Robinson & Joseph Cameron causing Dower to be assigned to Lydia Keyes widow of Loren Keyes deceased & the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury I have caused the same to be appraised. All of which will more fully appear by reference to the report of the said Commissioners herewith returned. Given under my hand this 12th day of November A.D. 1868

Total Fees $18 85 J. B. Whelpley Sheriff

N. P. Payne & wife vs P. M. Keyes Et. als. } Commissioners Report

Union County ss Court of Common Pleas
In Partition and Dower

according to the command of the Writ of Partition & Dower in this case issued on call of the
Comm. Sheriff of said County We the undersigned Commissioners after being first duly Sworn and upon
Report. actual view of the premises do set off & assign to said Lydia Keyes as her dower Estate in
said lands in said petition described the following tract to wit Beginning at a Stone
at the Southwest corner of said premises thence with the westerly line thereof N 27½° E 108 38/100
poles to a Stake thence S 51½° E 121 24/100 poles to a bur oak thence S 27½° W 33 6/10 poles to a Stake
in the Southerly line of said premises thence with said line N 86½° W 129 88/100 poles to the
beginning containing Forty two & 3/4 acres more or less. And upon actual view of the
premises we are of the Opinion that the said lands cannot be divided without manifest
injury And we do estimate the value of the same subject to said Dower estate at
Fifty dollars per acre. Given under our hands this 12th day of November A.D. 1868

D. A. Fay. Joseph Cannon Wm M. Robinson } Commissioners.

Afterwards On the 13th day of November 1868 the following entry was made in said Journal to wit

Nimrod P. Payne &
Rosina Payne } Partition.
vs
2d Journal Entry Pearl M. Keyes et als } This day came on this cause to be heard on the Motion to confirm the proceedings & Report of Sheriff & Commissioners in Partition And thereupon the Court do approve & confirm said proceedings & Report & Appraisement And neither party electing to take said land at the Appraisement it is Ordered & Adjudged that an Order of Sale issue to the Sheriff of this County Commanding him to Sell said land according to law on the premises and Repat to this Court at its next term thereof.

Afterwards On the 29th day of January 1869 the following was also entered in said Journal to wit

Nimrod P. Payne & } Partition.
Rosina Payne
vs
Pearl M. Keyes et als } This day came the plaintiff & by the consent of the defendants move the Court to set aside the Order of Sale & permit the defendant Pearl M. Keyes to elect to take the land at the appraisement And the Court being fully advised in the premises do set aside the Order of Sale herein before made And the said Pearl M. Keyes electing to take said land at its Appraisement and no one objecting it is Ordered by the Court that the said estate be & is adjudged to the said Pearl M. Keyes And the Sheriff of this County is ordered to execute a deed in fee Simple for the same to him upon his paying & securing to said other defendants their respective Shares of the value thereof, according to law in the propation stated in said Original Order of Partition

And the costs of this procuding including an Attorney fee of fifty dollars to Robinson & Robinson are Ordered to be paid by the respective parties aforesaid in propation to their Several interests Set forth in said Order and in default for twenty days an Execution be issued therefor as upon judgements at Law.

Attest Taber Randall Clerk

Thomas Degood
vs
Isaac McAllister et.als

Pleas before his Honor J.S. Conklin Presiding Judge
At a court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 3d day of February A.D. 1869. Heretofore on the 22d day of December A.D. 1868 the petition of the said plaintiff was filed with the Clerk of said Court which reads as follows.

Petition

Thomas Degood Plaintiff against Isaac McAllister John McAllister & Duncan McLean Defts / Court of Common Pleas Union County Ohio. Petition. The plaintiff says that this action is founded upon a promissory note (under Seal) for the unconditional payment of money only of which the following is a correct copy to wit. $300.00 Ninety days after date for value received I promise to pay Thomas Degood or order three hundred dollars with interest from date.

Delaware May 16th 1864

Signed Isaac McAllister [Seal]
John McAllister [Seal]
Duncan McLean [Seal]

There are no credits thereon & no payment has been made on said note And plaintiff says that there is now due to him unpaid from the defendants upon said promissory note, the sum of three hundred dollars with interest from the 16th day of May 1864 and for which amount plaintiff asks judgment against said defendants.

Porter & Sterling Attys for Plaintiff

The State of Ohio Union County ss A. James Sterling being Sworn Makes oath that he is One of the Attorneys in this action duly authorized in the premises. that this action is founded upon a written instrument for the payment of money only & is in Affiants possession. that plaintiff is a nonresident of Union County Ohio. Affiant further says that he believes the facts stated in the foregoing petition to be true

A. James Sterling

Sworn to by A. James Sterling before me & Signed by him in my presence this 21st day of December 1868

Taber Randall Clerk

Clerk. Issue and endorse "Amt. claimed $300.00 with interest from May 16th 1864

Porter & Sterling Attys for Plff.

And thereupon the following writ of Summons was issued by said Clerk to wit.

Summons

The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to Notify Isaac McAllister John McAllister & Duncan McLean that they have been Sued by Thomas Degood in the Court of Common Pleas of Union County and that unless they Answer by the 23d day of January A.D. 1869 the petition of the said plaintiff against them in the Clerks office office of said Court Such petition will be taken as true & judgment rendered accordingly

You will make due return of this Summons on the 4th day of January A.D. 1869. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 22d day of December A.D. 1868

[L.S.]

Taber Randall Clerk

And said Summons was returned duly endorsed as follows. Rec'd Dec. 22d 1868—Served Dec. 24th 1868 by delivering to each of the defendants a certified copy of this writ Fees $3.27

J.B. Whelpley Sheriff

Afterwards on the 3d. day of February 1869 the following Entry was made in the Journal of said Court which reads in the words & figures following to wit)

Thomas Degood
vs
Isaac McAllister
John McAllister &
Duncan McLean

This day came the plaintiff by his Attorney & Submitted this cause to the Court the defendants being in default for answer Whereupon the Court do find that the defendants owe the plaintiff the Sum of three hundred & eighty four 90/100

dollars ($384.90) in manner & form as the plaintiff in his petition hath in that behalf alleged
Therefor it is considerd ordered & Adjudged that the said Thomas Degood receiver of the
said defendants Isaac McAllister John McAllister & Duncan McLain the Sum of
Three hundred & Eighty four 90/100 dollars ($384.90) his debt aforesaid & also his costs in this
behalf expended Taxed to $

Taber Randall Clerk

B. Stanton
vs
James Kennedy & A. E. Haines

Pleas before the Hon. J. S. Conklin Presiding Judge at a Court of Common Pleas begun thelden at the Court House in Marysville within & for the County of Union in the State of Ohio on the 1st day of February A. D. 1869. Heretofore on the 15th day of Decr. 1868 the plaintiff filed with the Clerk of said court his Petition which reads in the words and figures as follows to wit

B. Stanton Plaintiff
vs
James Kennedy & A. E. Haines

Court of Common Pleas Union County Ohio
Petition.

The plaintiff says there is due him from said defendants on their promissory note (a copy of which is hereto attached) the Sum of two hundred & Six dollars with interest from April 1st 1867. Therefore plaintiff asks judgement agst said defendants for said Sum of Two hundred & Six dollars & interest therein from April 1st 1867

Robinson & Robinson Attys for Plff

State of Ohio Union County ss I J. W. Robinson being duly Sworn depose & say the several allegations of the foregoing petition are true as I believe & the said action is for money only on a written promissory note in my possession for collection as plaintiffs Attorney

J. W. Robinson

Sworn to before & Signed in my presence by J. W. Robinson this 15th day of December 1868

Taber Randall Clerk

Issue Summons & endorse Suit on Note for $206 with interest from April 1, 1867

Robinson & Robinson for Plff

And thereupon the following writ was issued by said Clerk which reads as follows to wit
The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify James Kennedy & A. E. Haines that they have been Sued by B. Stanton in the Court of Common Pleas of Union County and unless they answer by the 16th day of January A. D. 1869 the petition of the said Plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true & Judgment rendered accordingly. You will make due return of this Summons on the 28th day of December A. D. 1868. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 15th day of December A. D. 1868 Taber Randall Clerk

And said Summons was returned duly endorsed as follows to wit,
Rec'd this writ Decr. 15th 1868 - Served Decr. 19. 1868 by delivering to each of the defendants a certified copy of this writ. Fees $4.27 J. B. Whelpley Shff:
Afterwards on the 1st day of February 1869 the following Entry was made in the Journal of said Court which reads in the words and figures as follows to wit,

B. Stanton
vs
James Kennedy & A. E. Haines

This day came the plaintiff but defendants made default Whereupon this Cause was submitted to the Court. Whereupon

the Court find for the Plaintiff and that there is due him from the defendants as alleged in his petition two hundred & twenty eight 66/100 dollars

It is therefore considered and adjudged by the Court that the Plaintiff recover of said defendants said Sum of two hundred & twenty eight 66/100 dollars & costs of Suit taxed to $

Taber Randall Clerk

Isaac Zane
vs
James Mulvane et als.

Pleas before his Honor J.L. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for said County of Union in the State of Ohio on the 3d. day of February 1869. Heretofore on the 23d day of December 1868. the Plaintiff filed with the Clerk of said Court his Petition which reads as follows. Isaac Zane Plaintiff vs James Mulvane, Cornelius Mulvain William Mullvain Defts In Court of Common Pleas Union County Ohio. Petition. The Plaintiff Isaac Zane says that this action is founded upon a promissory note of which the following is a copy "$413.00" "Pharisburg O. Sept. 24th 1867" "Six months after we or either of us promise to pay to Isaac Zane or bearer Four hundred & thirteen dollars for value received with interest from date. (Signed) James Mullvain
(50 ct U.S. Rev Stamp cancelled) Cornelius Mullvain. William Mullvain

He further says that said instrument is for the unconditional payment of money only and that no payments have been made thereon — That there is due to the plaintiff from the defendants on said promissory note the Sum of Four hundred & Thirteen dollars with interest from the 24th day of September 1867 — which amount he claims — and he therefore asks judgement against said defendants for said Sum of Four hundred & thirteen dollars with interest from the 24th day of September A.D. 1867

M. C. Lawrence Atty for Plaintiff

The State of Ohio Union County ss M. C. Lawrence being duly Sworn says that he is the Attorney of the Plaintiff — duly authorised. that the above petition is founded upon a written instrument for the payment of money only and that said written instrument is in his possession as such Attorney and that the facts stated & allegations in the foregoing petition are true as he verily believes M. C. Lawrence

Sworn to by M. C. Lawrence before me & Signed by him in my presence this 23d. day of December 1868

Taber Randall Clerk
By Union Com. Pleas,
Precipe

Isaac Zane Plaintiff
vs
James Mullvain Cornelius Mullvain & Wm. Mullvain

Clerk you will issue a Summons in this Action for the defendants addressed to the Sheriff of Union County returnable according to law. Endorse "the plaintiff claims $413.00 with interest from September 24th 1867 — Decr. 23d 1868

M. C. Lawrence Atty for Plaintiff

And thereupon the following writ of Summons was issued by the Clerk of said Court to wit. The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to Notify James Mullvain, Cornelius Mullvain & William Mullvain that they have been Sued by Isaac Zane in the Court of Common Pleas of Union County and that unless they Answer by the 23d day of January A.D. 1869 the petition of the Plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and judgement rendered accordingly

You will make due return of this Summons on the 4th day of January A.D. 1869
Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 23d
day of December A.D. 1868 Taber Randall Clerk
Said Summons was returned duly endorsed as follows "Rec'd this writ Dec 23d 1868
Served Dec. 24th 1868 by delivering to each of the defendants a certified copy of this
writ Fees Service 90 Mileage 120 Copies 75 Return 10 = $2.97 J.B. Whelpley Sheriff
Afterwards on the 3d day of February 1869 the following Entry was made in the
Journal of said Court which reads in the words and figures as follows to wit

Isaac Zane
vs
James Mullvain
Cornelius Mullvain
William Mullvain

This day came the said Isaac Zane by his Attorney and the said James Mullvain Cornelius Mullvain & William Mullvain defendants came not but made default. Whereupon this cause was submitted to the Court And on consideration thereof, the Court does find that there is due from the defendants to the plaintiff on the promissory note in the petition mentioned the Sum of Four hundred & forty Seven & 36/100 dollars ($447 36/100)

It is therefore considered Ordered & adjudged by the Court that the said plaintiff recover of the said defendants said Sum of Four hundred & forty Seven & 36/100 dollars ($447.36) So found due and also his costs herein expended taxed to $

Attest) Taber Randall Clerk

Caleb Clark
vs
J.C. Lee & others

Pleas before the Hon. J.S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 2d day of February 1869 Heretofore on the 23d day of November 1868 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit,

Caleb Clark Plaintiff
Against
J.C. Lee Elizabeth Lee & I.A. Woodworth Defts

Court of Common Pleas Union County
Petition.

The Plaintiff Says

1 This action is founded upon a promissory note of which the following is a copy with the credits "One year after date We promise to pay C. Clark Six hundred dollars for value recd of him the 25th of July 1865 Six per interest
(Signed) J.C. Lee Elizabeth Lee A.A. Woodworth Surety
1. Credit The credits on said note are as follows July 26. 1867 Rec'd Seventy two ($72.00 in full of interest up to this date.
2d Credit. Rec'd this June 14. 1868 One yoke of Oxen at $120.00 & one horse at $150.00 to be credited on this note.
2d There is no other credit thereon 3. There is due from the defendants to the plaintiff on said note the Sum of Six hundred dollars with interest from July 25. 1865 Subject to the foregoing credits - The plaintiff asks judgment for the balance due on said note being the Sum of three hundred & Sixty One 75/100 dollars with interest from June 14. 1868
P. B. Cole Attorney for Plaintiff

State of Ohio Union County ss P. B. Cole being Sworn Says he is the Attorney for the plaintiff the above named Caleb Clark duly authorized in the premises The reason why plaintiff does not make this affidavit is that the above pleading is founded on a written instrument for the payment of money only, and is now in the possession of this affiant, And that the facts Stated & allegations made in the foregoing pleadings of Caleb Clark are as affiant believes true P. B. Cole
Sworn to before me, and Signed in my presence this 23d day of Novemb 1868 Taber Randall Clerk
To Clerk Issue upon the petition in the above case returnable according to law. Amount claimed $361.75 with interest from June 14, 1868 P. B. Cole Atty for Plff
Afterwards on the 25th of November 1868 the following writ was issued by the Clerk of said Court to wit,
The State of Ohio Union County ss To the Sheriff of Union County, You are commanded to Notify J. C. Lee Elizath Lee & A. A. Woodworth that they have been Sued by Caleb Clark in the Court of Common Pleas of Union County and unless they Answer by the 2d day of December A. D. 1868 the petition of the Plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true & judgement rendered accordingly You will make due return of this Summons on the 1st day of December A. D. 1868
Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 25th day of November 1868 Taber Randall Clerk
Said Summons was returned & filed duly endorsed as follows to wit,
Received this writ November 25th A. D. 1868 & Served A. A. Woodworth J. C. Lee & Elizth Lee by delivering to each of them a certified copy of this writ Decr. 2d 1868
Fees Mileage 150 Servs 90 Copies 75 Return 12 — $3.27 J. D. Whipple Shff By Robt Sharp Dpty
Afterwards on the 2d day of February A. D. 1869 the following Entry was made in Journal of Said Court which reads in the words and figures as follows to wit

Caleb Clark
vs
J. C. Lee Elizabeth Lee & A. A. Woodworth

And now came the Said Caleb Clark by P. B. Cole his Attorney & the Said defendants having failed to demur or Answer,
It is therefore Considered that the Said Caleb Clark ought to recover the Said sum of three hundred & Sixty one 75/100 dollars So demanded in his petition together with $13.25 which the Court find due as interest thereon as prayed for in Said petition,
It is thereupon considered ordered & Adjudged by the Court that the Said Caleb Clark recover against the Said J. C. Lee & A. A. Woodworth the Said Sum of $375. dollars together with his costs in and about this Suit in this behalf expended taxed to dollars & cents,
And as to the other defendant the Said Elizabeth Lee the Court finds that She is a Married woman & therefore She is hence discharged

Taber Randall Clerk

John P. Bailey vs Rufus Andrews & Charles C. Andrews

Pleas before the Honorable J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio. Hereto for on the 25th day of November 1868 the following Petition was filed with the Clerk of said Court which reads in the words to wit,

John P. Bailey Plaintiff
Against
Charles C. Andrews & Rufus Andrews Defendants

Court of Common Pleas Union County Ohio Petition.

The said Plaintiff says he is the owner and seized in fee simple of the undivided one third part of the following real estate situate in the County of Union in the State of Ohio to wit, part of Survey 10793 as follows Beginning at a Stone in the Post road corner to lands owned by Rufus Andrews & B. A. Jay thence with Jays line N 1¾° E 127 32/100 poles to a Stone corner to land owned by W. W. Norton thence with Nortons line N 88¼ W 92 48/100 poles to a Stake thence S 1¾ W 169 68/100 poles to a Stone corner to land owned by Samuel McDowell thence with McDowells line S 62½ E 57 58/100 poles to a Stone corner to Rufus Andrews' land thence with his line N 32½ E 78 68/100 poles to the beginning containing 100 acres more or less, reference being had to the record of the deed to said Bailey found on page 437 of the Book 24 of the record of deeds of said County of Union in the State of Ohio

The plaintiff further states that the remaining two thirds of said lands are owned in fee simple by the defendant Charles Andrews but he believes the defendant Rufus Andrews claims some share & interest in & to the said two thirds of said land claimed by said Charles Andrews.

The said defendants are tenants in common with the plaintiff of said real estate — The plaintiff says he is entitled to have partition of said lands & hold his share aforesaid in Severalty and therefore he asks an order of partition of said premises according to law & if the same cannot be divided that the same may be sold & the proceeds thereof be divided between said parties according to their respective interest therein

Robinson & Robinson Attys for Plffs

The State of Ohio Union County ss. I John P. Bailey Plaintiff being duly sworn depose & say the several allegation of the foregoing petition are true as he verily believes

John P. Bailey

Sworn to before me & signed in my presence by John P. Bailey this 25th day of November 1868

Taber Randall Clerk

Issue Summons & endorse Petition for Partition Robinson & Robinson Attys pltff

And thereupon the following writ was issued by said Clerk which reads viz

The State of Ohio Union County ss. To the Sheriff of said County,

You are Commanded to notify Charles Andrews & Rufus Andrews that they have been sued by John P. Bailey in the Court of Common Pleas of Union County & that unless they answer by the 21st day of December A.D. 1868 the Petition of the said Plaintiff against them filed in the Clerks office of said Court such petition will be taken as true and judgement rendered according. You will make due return of this Summons on the 7th day of December A.D. 1868. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 27th day of November A.D. 1868

Taber Randall Clerk

And said Summons was returned & filed endorsed as follows to wit,

Recd this writ Nov. 27th 1868 Served Charles Andrews & Rufus Andrews by delivering a certified copy of this writ to each of them Dec. 7, 1868 Fees $2.47 J.D. Whipley Shff By Robt Sharp Deputy
Afterwards the following answer was filed with said Clerk which reads in the words & figures to wit.

John P. Bailey Plff.
against
Charles Andrews & Rufus Andrews Defts } In Union Com. Pleas Partition.

Rufus Andrews one of the defendants for answer to Plffs. petition says that he has an interest in the land described in the petition of John P. Bailey Plff For this, That the said Bailey died on the 18th of December 1865 conveyed his interest in the premises described in petition being one undivided one third thereof to one N. L. Bennett his heirs & Assigns by way of Mortgage and to secure the payment of four hundred dollars with interest thereon at the rate of ten per cent per annum which deed of Mortgage was afterwards on the 19th day of December 1865 left for record with the Recorder of said County of Union from which date the lien of said Bennett attached. The said Defts. Rufus Andrews says that a note was given by said Bailey of the 16th of Dec. 1865 to evidence said indebtedness on which the said Bailey Plff has paid $40. interest Dec. 16. 1866 and the like sum of $40. interest Dec. 16. 1867 both of which are credited on said note. Said note is as follows "Dec. 16. 1865 — "One year after date I promise to pay N. L. Bennett or order Four hundred dollars for value recd with ten per cent interest after date (sign) John P. Bailey

N. L. Bennett to Rufus Andrews

This Defts says there is due & unpaid on said note four hundred dollars with interest (as designated) of ten per cent since Dec. 16. 1867. And this Defts says that he is the owner of said note & Mortgage the same having been assigned to him by the said N. L. Bennett for a full & valuable consideration And Defts says he has a lien for said Mortgage on said premises since the recording thereof on the 19th day of Dec. 1865.

This Defts. further says that Charles Andrews his co Defts. executed a Mortgage on his undivided two thirds of said premises to H. D. Lumbert on the 17th day of July 1866 for the sum of Three thousand nine hundred & Sixty dollars which is recorded in the Recorders office of said Co. in Book 6 page 606 & 7. And this Defts says that he is the Owner of said last named Mortgage & the 6 notes given as evidence of said indebtedness. This Defts says that he is the bona fide the Owner of said last named notes & Mortgage the same having been sold to him by said Lumbart Said notes are as follows $500. due 1 Aug. 66 $500 on 1st Nov. 1866 $1000 on the 1st day of Augt 1867 $293.33 on 1st day Jany 1868 $706.67 payable may 1868 $960 on the 1st day of Aug. 1869 with interest from date at Eight per cent.

This defts therefore asks the Court that an Order be made to Sell said land, and that of the interest of said John P. Bailey (the Plff) this Defts be paid the amount of said first named Mortgage & note to wit four hundred dollars with interest from December 16. 1867 — And that out of the interest of said Charles Andrews this Defts be paid the amount of said Mortgage described Secondly to wit. Three Thousand nine hundred & Sixty dollars with interest at 8 per cent from April 1. 1866 And this Defts asks for such other & further relief as is Equitable P. B. Cole Atty for Defts.

State of Ohio Union County ss. Rufus Andrews one of the Defts being first duly Sworn Says that the facts stated in the foregoing Answer are true as he believes R. Andrews
Sworn to before me this 29th day of December A.D. 1868 And by said Rufus Andrews signed in my presence
Taber Randall Clerk

And afterwards on said 29th day of December 1868 the following Reply was filed with the Clerk of said Court which reads in the words & figures to wit

John P. Bailey
vs
Charles Andrews & Othrs

Court of common Pleas Union County Ohio Reply

The said plaintiff for Reply to the Answer of said Rufus Andrews says he admits that he executed said note & Mortgage in said Answer alleged & paid eighty dollars at the times alleged in said Answer but the plaintiff says said note & Mortgage could not lawfully bear more interest than Six per cent per annum. That said Rufus Andrews bought said note since this petition was filed & long after the same was due.

Therefor the plaintiff asks that an account of the true amount due on said note be had which plaintiff says is three hundred & Sixty seven dollars ($367) with six per cent interest from Decr. 16th 1867 which plaintiff is ready to pay as the Court may Order

Robinson & Robinson Attys for Plff

The State of Ohio Union County ss I John P. Bailey Plaintiff being duly sworn depose & say the several allegations of the foregoing Reply are true as I believe John P. Bailey

Sworn to before me & signed in my presence this 29th of Dec. 1868 Asher Randall Clerk

Afterwards on the 27th day of January 1869 the following Entry was made in the Journal of said Court which reads in the words & figures to wit,

John P. Bailey
vs
Charles Andrews & Rufus Andrews

This day came the parties & by Consent this cause was submitted to the Court upon the Motion to Order partition & the claim for taxes set up in the Answer of Charles Andrews abandoned by ~~him~~ him and the Court being fully advised in the premises do find that the plaintiff is the Owner in fee simple of the undivided one third of said land in said petition described and the defendant Charles Andrews is the owner in fee simple of the undivided two third thereof

It is therefore Ordered & adjudged by the Court that an Order of Partition issue to the Sheriff of this County commanding him by the Oaths of Samuel Wood Wm. B. Piper & Wm. Winget three disinterested freeholders of the Vicinity he make partition of said lands & set off & assign to the plaintiff the One third of the said lands & to the defendant Charles Andrews the two thirds of said lands and make return to this Term of the Court. And all questions as to the Mortgage is passed for disposition after the Report is filed.

And thereupon the following Writ of Partition was issued by said Court to-wit

The State of Ohio Union County ss. To the Sheriff of said County Greeting

We Command you that without delay by the Oaths of J. H. Irwin William B. Piper & William Winget you cause partition to be made of the following described premises Situate in the County of Union in the State of Ohio to-wit Part of Survey No. 10793 beginning at a Stone in the Post road corner to lands owned by Rufus Andrews & D. A. Fay thence with Fay's line N 1¾ E 12 31/100 poles to a Stone corner to land owned by W. W. Norton. thence with Nortons line N 88¼ E 92 48/100 poles to a Stake – thence S 1¾ W 16 68/100 poles to a Stone corner to land owned by Samuel McDowell thence with McDowells line S 62½ E 57 88/100 poles to a Stone corner to Rufus Andrews' land thence with his line N 32½ E 78 68/100 poles to the beginning containing one hundred acres among the persons named herein & in the following proportions to-wit, To Set off & assign to said Plaintiff the One third part of said premises and to the said defendant Charles Andrews the two thirds of said lands above described in pursuance of an Order lately made in our

Sheriff's Returns

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Court of Common Pleas within & for Said County of Union in a certain Petition for Partition wherein the Said John P. Bailey is Petitioner & the Said Charles Andrews & Rufus Andrews are respondents, and your proceedings in the premises you distinctly certify under your hand to our Said Court at your next Witness my name & the Seal of Said Court of Common Pleas at the Court House in Marysville this 1st day of February A.D. 1869 Jabez Randall Clerk

(L.S.)

Sheriff's Returns.

And Said writ was returned endorsed as follows to wit "As commanded by the foregoing writ of Partition I have executed the Same the by the oaths of W. C. Piper J. H. Irwin & Wm Winget partition to be made, as will appear by the report of the causing Said Commissioners herewith returned. Given under my hand this 3d day of February A.D. 1869 Robert Sharp Shff. (fees $3.60)

Commissioners Report – John P. Bailey vs Charles Andrews et al, Union County, SS. Court of Common Pleas. In Partition, According to the Command of the Writ of Partition in this case issued & on call of the Sheriff of Said County, We the undersigned Commissioners after being first duly Sworn and upon actual view of the premises do make partition of the Same as follows to wit. To the Said John P. Bailey we do set off & assign as his full equal One third of the premises herein described, the following described tract to wit Beginning at a Stone at the north east corner of said premises & in the line of Rufus Andrews land, thence with said ~~XXXX~~ line S 2° W 127½ poles to a Stone corner to Said Andrews & on the North margin of the Post road thence with another of Andrews' lines S 32¾° W 1 44/100 poles to a Stone with pieces of earthen ware under it in the center of Said Post road thence with the center of said road S 89° W 40 36/100 poles to a Stone with pieces of brick under it, thence N 2° E 130 76/100 poles to a Stone with pieces of earthen ware under it in the North line of said premises thence with Said line S 88° E 41 16/100 poles to the beginning containing thirty three one third acres.

And to the Said Charles Andrews we do Assign as his full Equal two thirds thirds thereof balance of the premises herein described containing Sixty Six & two thirds acres.

Comrs. fees	William Winget Comr.	2 days	$2.00
	William C. Piper C.C.	1 day "	2 " 3.00
	James H. Irwin " "	1 " "	2 " 3.00
	B. A. Fay Surveyor	2 days	10.00

Given under Our hands this 3d day of February A.D. 1869.

W. C. Piper J. H. Irwin Wm Winget Commissioners

Afterwards on the 3d day of February 1869 the following Entry was made in the Journal of Said Court to wit.

John P Bailey
vs
Charles Andrews & Rufus Andrews } In Partition

This day came the parties by their Attorneys & the defendant ~~XXXXXXXX~~ ~~XXXXXXX

Said partition and Order that said parties stand Seized in fee in Severalty of the parts of said lands set off to each respectively. And it is further Ordered & Adjudged that the costs of this proceeding & including an Atty fee of $30.00 to P.B. Cole & $35.00 to Pelimen & Robinson be paid one third by the petitioner & two thirds by the defendant Charles Andrews & in default of payment for ten days that Execution issue therefor as upon judgments at L

Taber Randall Clerk

J. H. Robinson } Pleas before the Hon. J. Locklin Resident Judge at a Court of
vs. } Common Pleas begun and held at the Court House in Marysville
Mathias Donley et al } within and for the County of Union in the State of Ohio on
the 30th day of January A.D. 1869. Continued to and on the 25th day
of December A.D. 1868 the following petition was filed with the Clerk of said
Court which reads in the words and figures following to wit

J. H. Robinson Plaintiff }
vs. } Court of Common Pleas
Mathias Donley & } Union County Ohio
Emeline Donley Defts } Petition

Petition 1 The said Plaintiff says that is due to him from the Defendants on their note (A copy of which is here to attached marked "A") the Sum of Two Hundred and Seventy three 70/100 Dollars with interest from March 30 1868

2 The Plaintiff says that is due him from said defendants on their note a copy of which is here to attached marked B the Sum of Three Hundred and Sixty Eight & 48/100 Dollars with interest from March 30 1868

3 The Plaintiff says that is due him from defendants One yeals interest on the note a copy of which marked C. is here to attached to wit twenty & 80/100 Dollars with interest from March 30 1868. The Note not yet being due Except interest, Therefore the Plaintiff asks judgment against said defendants Mathias Donley & Emeline Donley for said Sums amounting to Six Hundred and Sixty three & 48/100 Dollars (663 48/100) with interest from March 30 1868

4th The said Plaintiff says the said Mathias Donley & Emeline Donley on the 30th day of March 1867 Executed and delivered to said Plaintiff their Mortgage deed conveying to him & his heirs in fee Simple the following Real Estate in said County of Union in the State of Ohio in Survey No. 1913 described as follows, Beginning at a Stone in the Center of the Road in the North line of said Survey, thence with the line of the John Donley Farm & the Deighler Farm S 84° E 109 Poles to a Stake corner of the Hall land thence S 80½ W 78 Poles with Hall's line to a Stake in John Burris line, thence with his line & Smiths line N 8° 40' W 110 ½ Poles to a Stone in said Road thence with said road to the Beginning containing 53 3/4 Acres more or less. The said Mortgage duly Executed & Stamped was recorded April 18th 1867 in Vol. 6 Page 196 of the Records of Mortgages in said County, The said deed however had a condition of defeasance that if said Mathias & Emeline Donley should pay to said Robinson three Notes of three Hundred & forty Eight dollars Each due, One Nov 15 1867, One Nov 15 1868 & One Nov 15th 1869 with interest payable annually from March 30 1867, then said Mortgage deed should become void, The first & second Note aforesaid have long since become due, and the defendants have not paid any part of Either of Said Notes Except the Sum of Ninety Six & 16/100 Dollars in Wood the 16th of March 1868 & all the remaining part is due & unpaid & there is now due on said two Notes Six Hundred & Sixty three & 48/100 Dollars with interest from March

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30 1868 & then is due one years interest on said third Note to wit twenty & 88/100 dollars with interest thereon since March 30 1868 & said third Note due Nov. 15 1869 remains wholly unpaid & is still the plaintiffs property & in his possession, the said Mortgage has become absolute subject to the right of Defendants to redeem the same by the payment of said sums of money Therefore the Plaintiff asks that he obtain a decree against the said Mathias Donley & Emeline Donley for the said sums due him on said Mortgage deed & that if he fail for such reasonable time the Court may order to pay the same that said Mortgage be foreclosed & said land sold to satisfy the same & that such other & further relief may be granted as the law & Equity may admit. P. Spieden & Co. have obtained a Judgment for $36,11 debt & $1,40 costs before John Cokel a Justice of the Peace a transcript of which is filed in the Clerks of this Court and docketed on the Execution docket & claim a lien on said lot of land

D. H. Robinson For Plaintiff

The State of Ohio, Union County ss. D. H. Robinson being duly sworn deposes & says the allegations of the foregoing petition are true D. H. Robinson

Sworn to before me & signed in my presence this 23d of Dec 1868, Taber Randall Clerk

Praecipe

Issue Summons & Endorse "Suit on Note & Mortgage, Amt claimed $663,48 with interest from March 30 1868 due & $348 with interest from March 30 1868 Not due"

And afterwards to wit On the 24th day of December A.D. 1868 the following writ of Summons was issued by the Clerk of said Court which with the return of the Sheriff thereon reads as follows to wit

Summons

The State of Ohio, Union County ss. To the Sheriff of Union County, You are Commanded to Notify Mathias Donley and Emeline Donley that they have been Sued by D. H. Robinson in the Court of Common Pleas of Union County and that unless they answer by by the 23d day of January A.D. 1869 the Petition of the Plaintiff against them filed in the Clerks Office of said Court, Such petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 4th day of January A.D. 1869, Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 24th day of December 1868

L.S.

Taber Randall Clerk

Return

Sheriff Return, Rec'd Dec. 24th 1868, Served by delivering to each of the Defts a certified Copy of this writ Total Fee $1,77 Dec 26th 1868 D. B. Shelpley Sheriff

Journal Entry

And afterwards to wit On the 30th day of January A.D. 1869 the following Entry was made upon the Journal of said Court which reads in the words and figures following

D. H. Robinson vs Emeline Donley & Mathis Donley

This day came the Plaintiff but the Defendants came not but made Default, Whereupon this cause was submitted to the Court - being fully advised in the premises do find the allegations of the Petition to be true, and that is due Plaintiff from said Defendants On said Note and Mortgage as follows to wit, Balance On Note due Nov. 15, 1867 $28,40 And due on the Note due Nov. 15th 1868 $387,32, & that is One years interest due March 30 1868, On the Note to become due Nov. 15th 1869, Amounting to the interest to this date to $21,93, Making due at this date $696,64, And that will be due March 30 1869, the Sum of $20,88 interest to that date & On the 15th of November 1869, the further Sum of $348, with interest thereon from March 30th 1869, Whereupon it is Considered, Ordered & Adjudged by the Court that the Plaintiff recover said defendant said Sum of Six hundred & ninety Six & 64/100 dollars now due as aforesaid & Costs of Suit taxed to $ And if default be made in the payment thereof for twenty days that an Order of Sale issue to the Sheriff of this County who is appointed Special Master Commissioner for that purpose Commanding him to sell said land to pay said claim according to law & as to the Stone not due & as to the Judgment lien of P. Spieden & Co. this cause is Continued, Attest Taber Randall Clerk

X

R L Broome } Pleas before the Hon. D. S. Hoyt Presiding Judge at a
vs. } Court of Common Pleas begun and held at the Court
Aquilla Turner } House in Marysville within and for the County of Union &
the 28th day in the State of Ohio on the 28th day of January A D 1869
Heretofore to wit On the 27th day of January A.D 1869 the following Petition was
filed with the Clerk of said Court which reads as follows to wit

R L Broome Plaintiff } Court of Common Pleas within and for
Against } Union County Ohio
Petition Aquilla Turner Defendant } Petition,

Plaintiff upon a promissory note now due, whereof a copy with all Credits Endy
and indorsements thereon is here to attached Marked "A" and made a part
of this Petition, the Sum of One Hundred Dollars with interest thereon at Ten Per centum
Payable annually in advance from Nov 10th 1867, For which said Sum with the
said interest thereon as aforesaid the said Plaintiff prays judgment a-
gainst the said Defendant Coats & Gilbert Attys for Plaintiff

State of Ohio Union County ss., R L Broome being first duly sworn says the
facts stated and the allegations set forth in his foregoing Petition are true
as he truly believe

Sworn to & Subscribed before me by the said R L Broome this 27th of January 1869
Zebra L Broome
Fabon Randall Clerk

Copy of Note referred to in Petition & marked "A"

Copy of Note — $100.00 One year after date we or Either of us promise to Pay R L Broome or bear
One Hundred Dollars, And we do by these presents Authorize and Empower any Att-
orney at Law of the State of Ohio in Our name and in Our behalf to Appear in
any Court of Record of the State of Ohio and to Confess judgment in favor of the
Holder of this Obligation for the above named Account or the interest and
Cost And we do hereby waive process and Service in Chief, And release all Errors
that may occure in the rendition of said judgment and waive all right of
appeal in Our behalf And if not paid when due we will Pay ten per cent
interest in advance annually until paid, In Witness whereof we have hereunto
Set Our hands and Seals this 10th day of November 1853, Thomas Turner Seal
David Plumb Seal, Aquilla Turner Seal, James Turner Seal

Said Note has the following Credits indorsed on the same
Interest Paid to Nov 10, 1855, Interest paid to November 10th 1856, Interest Paid
to November 10, 1857 Interest paid to November 10, 1858, Interest Paid to November 10, 1859
Interest Paid to November 10, 1860, Interest paid to November 10, 1861, Interest Paid to November 10, 1862
Interest Paid to November 10, 1863, Interest paid to November 10 1865 two years interest Paid at One
time, Interest Paid to November 10, 1867 two years at One time

And on said 27th day of January A D 1869 the following Answer of P B Cole was
filed with the Clerk of said Court and reads in the words & figures following

R L Broome Plaintiff } Court of Common Pleas Union County Ohio
vs. } Answer,
Answer Aquilla Turner Defendant }

Now comes the Defendant Aquilla Turner
By P B Cole An Attorney of Record of this Court and
who appears in Open Court by Virtue of a Warrant of Attorney duly made and Executed
for that purpose, And by Virtue of the Authority Conferred upon him by said Warrant of
Attorney Says as aforesaid Executed, He the said P B Cole waives the issuing & Service
of Summons & Process, releases all Errors that have or may occure in taking judgment in

this action by the said R L Broome Plaintiff against the said Aquilla Turner Defendant and further by Virtue of said Warrant of Attorney Executed for the purpose aforesaid the said P B Cole Attorney waiving all the right & benefit of Appeal by the said Defendant and confessing all the Allegations Set forth in Plaintiffs Petition, And Especially that the said Defendant Aquilla Turner Owes the said R L Broome Plaintiff the Sum of One Hundred Dollars with interest thereon at ten pr Cent Payable annually in advance from Nov. 10. day of November 1867 and Confesses Judgment therefor P. B. Cole Attorney by Virtue of a Warrant of Attorney &c,

And thereafter to wit on the 28th day of January A.D. 869 the following Entry was made in the Journal of said Court which reads as follows to wit

Entry

R L Broome vs Aquilla Turner

This day came the said R L Broome Plaintiff and filed his petition in this cause and thereupon came the said Aquilla Turner by P B Cole an Attorney of Record of this Court who appeared in Open Court in behalf of said Defendant Aquilla Turner by Virtue of a Warrant of Attorney for that purpose duly Executed and proved and now produced in Open Court, waived the issuing and Service of process and filed an answer herein & admits all the allegations of the petition of the Plaintiff to be true, And also waived Errors that have or may occur in the taking or rendition of the judgment in this action, Also waived all right or benefit of Appeal from the said judgment, And confesses that the said Aquilla Turner defendant Owes the said R L Broome Plaintiff the Sum of One Hundred Dollars with interest thereon at ten per Centum Payable Annually in advance from November 10th 1867.

Whereupon it is Considered Ordered and Adjudged by the Court that the Plaintiff R L Broome recover of the Defendant Aquilla Turner the Sum of One Hundred and ten dollars & five cents being the principal and interest thereon at ten per cent from November 10 186 and also his costs herein at & and that this judgment draw ten per cent interest from this date

Attest, Isaac Randall Clerk

Hannah Bonham vs Joseph Bonham Et Als

Pleas before the Hon D. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio On the 1st day of February A D 1869

Be it remembered to wit On the 3 day of Dec. 1868 the following petition for partition was filed with the Clerk of said Court which reads as follows to wit

Hannah Bonham Plaintiff

Against

Joseph Bonham & Others

Court of Common Pleas Union County Ohio

Partition Petition

The said Plaintiff says she was duly intermarried with the following named Sheldon Lect Bonham now deceased & by their Joseph Bonham John E Bonham Wm H Bonham Elam D. Bonham & Charles F Bonham all the latter five under the age of twenty one years & of whom the Plaintiff is Guardian & all residents of Union County Ohio, That said Lect Bonham died Seized in fee simple of the following real Estate in Union County Ohio & being described as follows Viz: Part of Survey No 6293, Beginning in the Center of the Fulton Creek in the S. West Corner to Cotrills land, thence with said Cotrills land S 2 E 152 poles to Beech

ash & Lynn, thence S 72° 30' W 154 Poles to the Center of the Main road, thence with said road N 25 E 196 Poles to the Center of said Creek to the Beginning containing 105½ acres more or less, That Subsequent to the death of Levi Bonham the said Orville Bonham conveyed to the Plaintiff his Seventh of said farm in fee simple, reserving however his Share in the Part of said land which should be found by the Plaintiffs Dower in said land when assigned to her the Plaintiff says she is Tenant in Common with her said Children & she is entitled to hold in Severalty the One Seventh of said land as assignee of said Orville Bonham Subject to his Claim in said Dower, And the Plaintiff asks that all of said children be made defendants, And that an Order of Partition be made and for the assignment of her Dower as the law directs, And that the Share of the said children be assigned to them in One parcel without division between them and that her Share be Set off so that She may hold the same in Severalty as by law She is Entitled

Robinson & Robinson Attys for Plaintiff

Afterwards to wit on the 25th day of January A.D. 1869 the following Notice & Proof of Publication was filed with the Clerk of said Court which read in the words & figures

Notice

following to wit Notice, Orville Bonham Louisa Wood Joseph Bonham, John E Bonham, William H Bonham, Elam V Bonham and Charles F Bonham are notified that Hannah Bonham has filed her petition in the Court of Common Pleas of Union County Ohio asking an Order of Partition and Assignment of her Dower in the following real Estate in said County described as follows in Survey No 6293 beginning in the Center of Dutton Creek at the North East corner (west?) of Colvills land thence with his line S 2 E 152 Poles to a Hickory and Lynn thence S 72½ W 154 Poles to the Center of the Main road, thence with said road N 25 E 196 Poles to the Center of said Creek, thence down said Creek to the Beginning containing 105½ acres Application will be made for said Order at the first day of the term of said Court Commencing January 25 1869

Dec, 7th 1868

Robinson & Robinson Attys,

Proof of Publication

The State of Ohio Union County ss I John H Shearn do make Oath that the advertisement of which the annexed is a copy, was Published for six Consecutive weeks beginning with the date of Dec 7th 1868, in the Marysville Tribune, a Newspaper of General Circulation within Union County Ohio, Conducted of which I am the Editor and Proprietor

John H. Shearn

Sworn to And Subscribed before me this 25th day of January A. D. 1869

Taba Randall Clerk

And afterward to wit on the 27th day of January A.D. 1869 the following Entry was made upon the Journal of said Court which reads as follows to wit

1st Entry

Hannah Bonham
vs.
Joseph Bonham Et Als

On Motion of Plaintiff J L Cameron Esq was appointed Guardian ad litem of the infant defendants Joseph Bonham John E Bonham Wm H. Bonham Clara V. Bonham & Charles F Bonham who appeared & filed answer for them, In the words following to-wit

Answer Guard ad litem

Hannah Bonham
vs.
Joseph Bonham Et Als

Court of Common Pleas Union County Ohio

Answer, The infant defendants in the above named Cause by their Guardian ad litem now answer the plaintiffs petition & say they are each the Owners of the One Seventh of said lands and ask the protection of the Court J L Cameron

Entry

Partition

Return

and Thereupon to-wit on said 27th day of January A.D. 1869 the following Entry was Made upon the Journal of said Court which reads as follows to-wit

Entry

Hannah Bonham } Partition
vs.
Joseph Bonham Et Als } of lawful notice to the defendants, and the Court being fully advised in the premises find the allegation of the petition to be true and the petitioner entitled to dower and Partition as prayed for, It is therefore Considered & adjudged by the Court that an Order of Partition issue to the Sheriff of this County Commanding him by the Oaths of Jacob Scidle Rufus Bigelow & A. Mowry three disinterested freeholders of the vicinity he Set off & Assign to the petitioner as her dower in the Real Estate in said petition described One full Third thereof, And it is further Considered & adjudged by the Court, that said Sheriff by the like Oaths of said freeholders Set off to said petitioner the One Seventh of said premises Exclusive of dower her dower lot, And if the balance of said land will will not bear division between the said Louisa Wood Joseph Bonham John E. Bonham, Wm H. Bonham Clara V Bonham & Charles F. Bonham, Each the One Seventh thereof then they Shall Set off Their Six Seventhes & the One Seventh of Orville Bonham in the said dower lot in One lot, And that he return his proceedings to this term of Court

Writ of Partition

And on said 27th day of January A.D. 1869 the following Writ of Partition was issued by the Clerk of said County which reads in the words & figures following, The State of Ohio Union County ss. To the Sheriff of said County Greeting We Command you that without delay by the Oaths of Jacob Scidle Rufus Bigelow & A. Mowry you cause to be Set off and Assigned to Hannah Bonham widow of Levi Bonham late of said County deceased one full Equal third part of the Real Estate herein after described, and that in like manner by the like Oaths of the Same men you cause Partition to be made of the following real Estate Situate in said County of Union & part of Survey No. 6293 Beginning in the Center of the Fulton Creek in the N West Corner to Cotrells land thence with said Cotrells land S 2 E 152 Poles to a Beech Ash & Lynn thence S 72° 30' W 154 Poles to the Center of the Marion Road, thence with said road N 25° E 196 Poles to the Center of said Creek, thence down the Creek to the Beginning Containing 105 ½ Acres, Subject to said dower Estate, Among the persons named herein and in the following proportions to-wit To Hannah Bonham the One Seventh of the two thirds clear of dower, And if the balance of said lands will not bear division between the said Louisa Wood Joseph Bonham John E. Bonham Wm H. Bonham, Clara V. Bonham & Charles F. Bonham Each the One Seventh thereof then that you Set off their Six Seventhes in One lot, To Orville L. Bonham the One Seventh of the dower Estate, In pursuance of an Order Lately Made in Our Court of Common Pleas within and for the said County of Union in a certain Petition for Partition and Dower, wherein the said Hannah Bonham is Petitioner and Louisa Wood, Joseph Bonham John E. Bonham Wm H. Bonham, Clara V. Bonham & Charles F. Bonham are respondents And that your proceedings in the premises you distinctly certify under your hand to Our said Court forthwith Returning herewith your name and the Seal of the Court of Common Pleas at the Court House in Marysville this 27th day of January A.D. 1869

L.S.

Fabin Randall Clerk

Return

Sheriff's Return, We Commanded by the foregoing Writ of Partition and dower Have Executed the Same by the Oaths of Jacob Scidle Rufus Bigelow & Andrew Mowry Causing Dower to be Assigned to Hannah Bonham

Writon of Let Bonham deceasd and Partition to be made of the premis
in said Writ described which will more fully appear by reference to the
Report of the said Commissioners Return & returned Total Fees Sheriff & Comm. $ 11.40
Given under my hand this 29th day of January A D 1869
Robert Shank Sheriff &c

Com Report

Commissioners Report
Hannah Bonham
Against
Joseph Bonham Et als
} Union County Ct of Common Pleas
In Partition and Dower

According to the Command of the Writ of Partition and Dower in this case issued And on Call of the Sheriff of said County we the undersigned Commissioners after being first duly affirmed and upon actual View of the premises do Set off and Assign to the said Hannah Bonham as her Dower Estate in the said Lands in said petition described the following tract to wit Beginning at a Stone in the Center of the Marysville & Marion road & in the Center of a road from the Marion road to the Scioto River, thence with the Center of the said Marion road N 25° E 81 Poles to a Stake, thence S 69° E 47½ Poles to a Stake (a large Bur Oak bears S 10½ W 5 links) thence S 10½ W 82 Poles to a Stake in the Center of said road to the Scioto River thence with the Center of said road N 69° W 27 Poles to a Stake thence S 25 W 44 Poles to a Stake in the South line of Survey No 6293, thence with said line S 73 W 24 Poles to a Stone, thence N 25° E 59 Poles to a Stone in the Center of said road to the Scioto River, thence with the Center of said road N 69° W 23½ Poles to the Beginning Containing 34½ acres more or less, Part of Survey No. 6293, And we do Set off & Assign to the said Hannah Bonham for her One Seventh of the two Thirds of said lands that is Dower So much of said lands as is Contained within the following bounds Beginning at a Stone in the Center of the Marysville & Marion Road & State road and in the South line of Survey No 6293 thence with said line N 73° E 31 poles to a Stone thence N. 25° E 59 Poles to a Stone in the Center of a road leading to the Scioto River, Thence with the Center of said road N 69° W 23½ Poles to a Stone in the Center of said Marysville & Marion road thence with said road S 25° W 48 20/100 Poles to the Beginning Containing Ten acres Part of Survey No. 6293

Being of Opinion that said Lands will not bear division as ordered we do Set off & Assign to the said Louisa Wood Joseph Bonham, John E Bonham Wm H Bonham, Clara V Bonham & Charley F Bonham in One lot all the residue of said lands described in the writ of Partition Except the Dower Estate and the One Seventh of the two thirds Set off to Hannah Bonham and described above to leave the Dower undivided, Each of the following named persons to have a One Seventh Interest, Louisa Wood Joseph Bonham John E Bonham William H Bonham, Clara V Bonham, Charley F Bonham and Orville L Bonham x Given Under Our hands this 28th day of January A D 1869

P L Sidle
R E Bigelow
Andrew S Money
} Commissioners

And afterwards to wit On the first day of February A D 1869 the following Entry was

Entry

Made upon the Journal of said Court which reads in the words following, to wit

Hannah Bonham
Against
Joseph Bonham Et als
} Partition

This day came this cause on to be heard on Motion of the Plaintiff to Confirm the Report and

proceeding of the Sheriff upon the Order Sale of the Premises made & thereupon the Court being fully advised in the premises do approve and confirm said Report & proceedings, & the Court do Order that said Hannah Bonham Stand Endowed of the lot appraised to her as laid down in the premises in the Petition described & it is further Ordered and adjudged by the Court that said Hannah Bonham as Grantee of the said Orville Bonham of the One Seventh of said Sum Exclusive of the Dower lot Stand Seized in Severalty of the ten acres set off to her as such, and that the said Louisa Jane, Joseph Bonham, Clara V. Bonham, John E Bonham William H. Bonham Charley F. Bonham & Orville L. Bonham Stand Seized of all of said premises Exclusive of the said ten acres and subject to the said dower claim in the proportions stated in said Report, And it is further Ordered that the Costs of this proceeding including An Attorney fee of $45.00 to Robinson & Robinson be taxed in the proportions following to wit the said Hannah Bonham the One Seventh, Louisa Jane Joseph Bonham, John E Bonham, Wm H Bonham, Clara V. Bonham, Charles W. Bonham Each the part represented by the fraction two twenty first ($\frac{2}{21}$) Parts of a Unit,

Attest Faber Kendall Clerk

Angeline Lockwood
vs
William Folk Et Al

Pleas before the Hon J. S. Conklin at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio, On the 2d day of February A.D. 1869 Henderson to wit On the 21 day of October 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

Angeline Lockwood Plaintiff
Against
William Folk and
Levi Winters Defendants

Court of Common Pleas
Union County Ohio

Petition

The Plaintiff says: On the 7th day of September 1864, the Defendant William Folk made and delivered to Theodore D Frisbee his Promissory Note of that date which Note said Frisbee since sold and delivered to Plaintiff for a Valuable Consideration, and Plaintiff says She is now the Owner of the same, for the Unconditional Payment of Money Only, And thereby promised to pay to said Frisbee or bearer the Sum of ($ 250) Two Hundred and Fifty Dollars with interest On or before the Tenth day of October 1868 For Value received, The Defendant William Folk on the 7th day of October 1864 to Secure the Payment of said Note Executed and delivered to Theodore D Frisbee his Mortgage Deed, and thereby Conveyed to the Plaintiff his heirs and assigns the following lands and tenements Situate in said County of Union and State of Ohio and bounded as follows, Being Part of Survey No. 5778, 3641, 3806, & 6495 in the Name of Robert Neary and bounded and described as follows to wit - the West three fourths of Lot No 8 of the Subdivision of said Survey Beginning at a Sugar and two Beeches N. E. Corner of lot No 9 thence with the line of Lot No 9 S 8° W 242 Poles to a Stone in the Center of the Delaware road at a Cherry & Sugar; thence with said road N 71° E 68¾ Poles to a Stake thence N 8 E 220 Poles to the line of Robert Neary and thence with his line N 82 W 62¾ Poles to the Beginning containing 83 70/100 Acres be the same more or less, The condition contained in said Mortgage Deed was in substance that if the said William Folk Defendant hath Executed to the said Theodore D Frisbee his five

Several Promissory Notes of the date of September 7th 1864 for the Payment of the
following Sums of Money with the interest thereon from the date of said Notes
First Note calling for One Hundred and four Dollars On the 10th day of October 1864
Second Note Two Hundred and Fifty Dollars due Oct 10th 1865. 3d Note calling
for Two Hundred and Fifty Dollars and due Oct 10th 1866. 4th Note calling
for Two Hundred and Fifty Dollars and due Oct 10th 1867, 5th Note calling
for Two Hundred and Fifty Dollars and due October Tenth 1868. (The above
Notes are paid Except the 5th and last One, On which this Suit is brought
If said Defendant would Pay said Note when the Same become due then this
Mortgage deed was to be Void & Amounts to be and remain in full force
On the 6th day of February 1865 at One Oclock P.M, the said Mortgage deed was del
ivered to the Recorder of said County to be by him recorded, and was Entered upon
the records the Same day, The Plaintiff Says that Levi Fenton One of the Defendants
is now living on said Lands, And Plaintiff Says he has some interest the amount
of which is unknown to Plaintiff, And She asks that he be made a party defendant
and required to file his Answer Setting up whatever interest he may have in
said lands, The said deed has become absolute, there is due and remain
ing unpaid upon said indebtedness the Sum of ($250) Two Hundred &
Fifty Dollars with interest from the 7th day of September 1864, The Plaintiff
asks that said Mortgage may be foreclosed, the said premises Ordered to be
Sold and the proceeds applied to the Payment of said debt and an
Execution awarded for the balance, Copy of Note is attached and made
a part of this pleading

Porter & Sterling
Attys for Plaintiff

State of Ohio Union County ss, A. James Sterling being Sworn says
he is One of the Attorneys duly authorized in the premises, He says that the
above pleading of the Plaintiff Angeline Lockwood is founded upon a
written instrument for the Payment of money only & is now in the possession of
the Affiant, He says the facts Stated and the allegations made in the foregoing
petition are true as he believes

A. James Sterling

Sworn to by A. James Sterling before me and Signed by him in my presence
this 21st day of October 1868

Taba Randall Clerk

Praecipe To the Clerk: Issue a Summons on foregoing Petition returnable according to
law, Endorse Suit on Note and Mortgage deed to foreclose Mortgage, Amount
claimed $250. with interest from the 7th day of September 1864

Porter & Sterling Attys for Plaintiff

Copy of Note $250. September 7th 1864, On or before the Tenth day of
October in the year 1868 I Promise to Pay Rhiel M. Criswell or bearer two Hundred
and fifty dollars with interest for Value received, Signed William Folk

Affidavit to suit On the 24th day of October 1868 the following writ of Summons
issued by the Clerk of said which on the return of the Sheriff thereon read
as follows to wit "The State of Ohio Union County ss, To the Sheriff of Union County
You are commanded to Notify William Folk & Levi Fenton that they have been
sued by Angeline Lockwood in the Court of Common Pleas of Union
County and that unless they Answer by the 21st day of November A.D 1868
the Petition of the Plaintiff against them filed in the Clerks Office of said Court
Such Petition will be taken as true and judgment rendered accordingly
You will make due return of this Summons on the 2d day of November A.D 1868

Summons

Praecipe

Petition

Witness Taber Kendall Clerk of said Court and the Seal thereof at Marysville this 24th day of October 1868 Taber & Kendall Clerk

L.D. Return Sheriffs return, Rec'd this writ Oct 24th 1868 Served by delivering to the Defendants each a certified Copy of this writ Oct, 30 1868. Total Fees $3.27 D.B. Whitsley Shff

And afterwards to wit on the 2d day of February 1869 the following Entry was made upon the Journal of said Court which reads as follows to-wit

Angeline Lockwood } Foreclosure of Mortgage
vs.
William Fulk Etal }

This day came the Plaintiff by her attorneys and submitted this cause to the Court, the Defendant being in default for Answer, whereupon the Court do find that the defendant William Fulk owes to the Plaintiff the Sum of Three Hundred & Sixteen Dollars (316^{00}) in manner & form as the Plaintiff in her Petition hath in that behalf alleged, Therefore it is considered Ordered & adjudged that the Plaintiff recover of the said defendant William Fulk the said Sum of Three Hundred & Sixteen Dollars (316^{00}) her debt aforesaid and also her costs in this behalf Expended taxed to $ and it is further Ordered and adjudged that in case the said defendant William Fulk fails for Three days from the close of this Term of Court to pay to said Plaintiff said Sum of Three Hundred and Sixteen Dollars (316^{00}) & as aforesaid found due with costs of Suit an Order of Sale issue to the Sheriff of said County who is hereby appointed Special Master Commissioner for that purpose commanding him to cause the lands and tenements in said petition described, to be appraised, advertised and sold according to law and apply the proceeds of said sale in satisfaction of this judgment & as aforesaid rendered

Attest Taber Kendall Clerk

X

Uriah Coolidge } Plea before the Hon. D. Conklin Presiding Judge of a
vs. } Court of Common Pleas begun and held at the Court House
Hiram Cousan } in Marysville on Thursday and for the County of Union and
State of Ohio } On the 3d day of February A.D. 1869

Be it remembered to wit On the 4th day of January A.D. 1868 the following petition was filed with the Clerk of said Court which is in the words & figures following to wit

Uriah Coolidge Plaintiff } Court of Common Pleas
Against } Union County Ohio
Hiram Cousan Defendant } Petition

Petition

The Plaintiff says This action is founded upon three promissory Notes and a Mortgage to Secure the Same, That on the 17th day of October A.D. 1863 the Defendant made his three promissory Notes dated on & about that date and delivered the Same to One Elizabeth Coolidge then in life but now deceased, and thereby promised to pay to the said Elizabeth Coolidge One Hundred Dollars in two years after date, and like note for One Hundred Dollars payable in three years after date and a like note of One Hundred Dollars payable in four years after the said date thereof all with interest from date on all said Notes, Plaintiff alleges that the Notes described have been due for a long time, 2 The Defendant Hiram Cousan on the 17th day of October 1863 to Secure the payment of said Notes Executed and delivered to the said Elizabeth Coolidge his mortgage deed, and thereby Conveyed to her and to her heirs and assigns the following lands and tenements & Situate in Union County Ohio in the Village of Millcreek Centre described as follows, Beginning at a Stake 40 feet W. of the S. W. Corner of R. D. Means Kitchen part of said lot

thence N 73 W 32½ feet to the S. E. corner to a lot belonging to Jane Parkinson thence N 17 E 65 feet 4 inches thence S 73 E 30 feet thence S 17 W 34 feet thence S 73 E 2½ feet thence S 17 W 31 feet to the Beginning, Also another Piece of land in Same Village of Milford Center beginning five feet from the N. W. Corner of the above described lot in the W. line thereof thence N 17° E 27 feet to a Stake 15 feet from the above lot, S 17 W 15 feet to the N. E. of said lot, thence 25 feet to the Beginning Also another Parcel of land Beginning at the N. E. Corner of lot No. 23 thence N 73 W with the N line of said lot 20 feet to a Stake in said line thence N 17 E to the Millpace thence with the meanders thereof 20 feet to a Stake, thence 17 W to the Beginning, Condition Contained in said Mortgage was That if said Notes were paid when the same respectively become due then said Mortgage was to be Void, otherwise remain in full force, 3 After the Giving of the promissory Notes and the Mortgage above set forth and before said Notes or Either of them became due the said Notes and Mortgage were accidentally lost by the said Elizabeth Coolidge & the said Elizabeth Coolidge never Endorsed said Notes or Either of them to any One while they were in her Possession, 4 Afterwards the said two Notes first above described became due, The said Elizabeth Coolidge Notified the said Defendant that the same had been lost and then requested the Deft. to pay the Money due on said Notes, And the said Elizabeth Coolidge then offered the Defendant a Good & Sufficient Agreement in writing to be Signed by herself and Good Security promising to indemnify the Defendant against all liability by reason of the said lost Notes and Mortgage, 5 The said Deft. would not and did not pay said Notes Except About from Sixty to Eighty Dollars, the Exact Amount not Known but for which Defendant has the receipts of said Elizabeth and Plaintiff asks that he produce the same

The Plaintiff further Says that the said Elizabeth sold said Notes and Mortgage to Plaintiff in Payment of a debt She Owed him, and authorized this Plaintiff to collect the same in his own name, and for himself, said Sale was made by said Elizabeth to Plaintiff in the Month of March 1867, Plaintiff alleges that said Elizabeth Could not deliver said Notes and Mortgage to the Plaintiff for the reason that they were at that time and had been for a long time Previous thereto lost, But Plaintiff alleges that said Elizabeth agreed then and there to Sell the same to Plaintiff as aforesaid, And Plaintiff Says he is bona fide the Owner of said Notes & Mortgage. Plaintiff further Says that on the 25th day of November 1867 he wrote to the said Defendant that he had an Article of Agreement in the Nature of a Bond of indemnity ready for him, to Secure him against damage on account of any loss he might Sustain, if said Notes and Mortgage Should Ever again come against him, That said Article was Signed by Plaintiff and by S. B. Cole as his Security who is responsible pecuniarily, promising to indemnify Defendant against any liability by reason of said lost Notes and Mortgage, Plaintiff Says that said Article was Executed by himself and said Cole On the day of 1867 and the same is now brought into Court for the benefit of the Defendant, Plaintiff demanded of Defendant to pay to him the said Notes or so much thereof as remained unpaid after taking Out the Sixty or Eighty Dollars already paid to the said Elizabeth Coolidge, But Plff Says that Deft. has and Still does neglect to pay said Notes or any part thereof to the Plaintiff, The Plaintiff Says that said Deed has become absolute, there is due and remaining unpaid upon said indebtedness the Sum of Three Hundred Dollars with interest from the 17th of Oct, 1863, subject to a credit of Eighty Dollars, The Plaintiff asks that the Deft. be required to answer and

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mortgage were to be
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show his receipts for money paid to the said Elizabeth Coolidge as Plaintiff has not the Means of stating the precise amount, Plaintiff says the Deft, still owns the said real Estate aforesaid, and that the said Mortgage has been duly recorded, & was left as aforesaid, Plaintiff asks that said Mortgage may be foreclosed, and said premises ordered to be sold, and the proceeds applied to the Payment of said debt and Execution awarded for the balance

P. B. Cole Plaintiffs Atty

State of Ohio } Union County } P. B. Cole being Sworn says he is the Atty for the Plaintiff and duly authorized in the premises, That the said Uriah Coolidge Plaintiff is a non resident and absent from this County, and that the facts set forth in the allegations made in the above Petition are true as he believes

P. B. Cole

Sworn to before me and Signed in my presence this 4th day of January 1868

Taber Randall Clerk

Uriah Coolidge Plff
Atty
Hiram Cruson Deft

Praecipe

Common Pleas

Union County

To the Clerk, Issue a Summons to Sheriff of Franklin County upon the Petition in the above case returnable according to law

Amt. claimed $220 with interest from October 17th 1863, P. B. Cole Plffs Atty

And afterwards to wit On the 18th day of February A.D. 1868 the following writ of Summons was issued to the Sheriff of Franklin County which reads in the words & figures following to wit,

Summons

The State of Ohio } Union County Ohio } ss To the Sheriff of Franklin County, You are commanded to notify Hiram Cruson that he has been Sued by Uriah Coolidge in the Court of Common Pleas of Union County and that unless he answer by the 21st day of March A.D. 1868 the Petition of the said Plaintiff against him filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons on the 2nd day of March A.D. 1868

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 18th day of February A.D. 1868 Taber Randall Clerk By C. Sheriffs Return, February 24th 1868 I Served the within writ of Summons this day personally by Copy on the within named Defendant at his Home in Columbus Ohio

Sheriffs Return

Geo. W. Earhart Sheriff of F. C. O.

Sheriffs Fees $ 1.50

And afterwards to wit On the 3 day of February A.D. 1869 the following Entry was made upon the Journal of said Court to wit as follows to wit

Uriah Coolidge }
vs. }
Hiram Cruson }

Entry

This day came the Parties by their Attorneys and Submitted this Cause to the Court upon the issues joined, and the Court being fully advised in the premises doth find the Equity of the Cause with the Plaintiff, And find that the Plaintiff is bona fide the Owner of the Notes and Mortgage in the Petition mentioned: And the Court find the issues that there is a balance due from Defendant to Plaintiff on said Notes of $ 197 dollars

It is therefore considered by the Court here that said Plaintiff recover of the said defendant the said Sum of One Hundred and Ninety Seven dollars so found due as aforesaid And it is further Ordered and adjudged that in case the said defendant fail for ten days from the close of this term of the Court to pay said Sum of One Hundred and Ninety Seven dollars as aforesaid found due, an Order issue to the Sheriff of Union County Commanding him to cause the said lands and tenements in said petition described to be appraised, advertised & Sold according to law and apply the proceeds of Sale to the Satisfaction of said judgment &c as aforesaid rendered

Court do find and find that there was no sufficient proof that the Plaintiff offered to indemnify the Defendant against said lost Note and Mortgage, Whereupon the Court Order and adjudge that the Plaintiff pay the Defendant his Costs in this behalf Expended taxed to $ And it is further Ordered that the Plaintiff within ten days from the filing of this Court Execute and deliver to the Clerk of this Court a Bond to indemnify Defendant against any from the Payment of said lost Note and Mortgage in the Penalty of dollars to the acceptance of the Clerk of this Court, Notice of Appeal by Defendant

Attest Taber Randall Clerk

Entry

Benjamin Evans
vs.
Jesse Bird & F. D. Davis
of Ohio

Pleas before the Hon J. Monklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 1st day of February A.D. 1869

Petition

Be it remembered to wit On the 19th day of December 1868 the following Petition was filed with the Clerk of said Court which reads as follows to-wit

Benjamin Evans Plaintiff } Court of Common Pleas
vs. } Union County Ohio
Jesse Bird & F. D. Davis Defts } Petition - The said Plaintiff says there is due to him as Endorsee of the Note (a copy of which is hereto attached) from said defendants the Sum of Three Hundred and five & 25/100 Dollars with interest thereon from the 3d day of November 1868, Therefore the Plaintiff asks Judgment against said defendants for said Sum of Three Hundred and five & 25/100 Dollars ($ 305.25 /) with interest from Nov. 3d 1868

Robinson & Robinson

The State of Ohio Union County ss. Benjamin Evans Plaintiff being duly sworn deposes and says that the several allegations of the foregoing petition are true as I believe

Benjamin Evans

Sworn to before me and subscribed in my presence this 19th day of December A.D. 1868

Amy R. Smith Probate Judge

Petition

Plaintiff Sues Defendants, Said On Note for $305.25 with interest from Nov 3d 1868

Robinson & Robinson Attys for Plaintiff

Summons

Whereupon to wit On the 26th day of December 1868 the following writ of Summons was issued by the Clerk of said Court which writ & the return of the Sheriff thereon reads as follows The State of Ohio Union County ss To the Sheriff of Union County Greeting You are Commanded to Notify Jesse Bird & F. D. Davis that they have been sued by Benjamin Evans in the Court of Common Pleas of Union County and that unless they Answer by the 25 day of January A.D. 1869 the Petition of the Plaintiff against them filed in the Clerks Office of said Court Such Petition will be taken as true and Judgment rendered accordingly You will make due return of this Summons On the 4th day of January A.D. 1869 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 26th day of December 1868

Taber Randall Clerk

Ret'd

Return of Sheriff

Rec'd, Dec. 26 1868, Served by delivering to Each of the Defendants a Certified Copy of this writ Total Fees $ 3.77 J. B. Shellsley Sheriff

And afterwards to wit On the First day of February A.D. 1869 the following Entry was made Upon the Journal of said Court which reads as follows to wit

Entry

Benjamin Ewing
vs
Jesse Bird & F. D. Davis

This day Came the Plaintiff but the Defendants Came default, whereupon this Cause was Submitted to the Court, Whereupon the Court found for the Plaintiff and that there is due him from defendants as alleged in his petition the Sum of One Hundred and Nine & 82/100 Dollars, It is therefore Ordered, Considered and adjudged by the Court that the Plaintiff recover of the said defendants the said Sum of One Hundred and Nine & 82/100 ($109,82) Dollars and also his Costs herein Expended Taxed to &

Attest Taber Randall Clerk

George H. Henry
vs.
Martin Turner & wife
State of Ohio

Pleas before the Hon J. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the First day of February A.D. 1869
Henry to wit On the 10th day of December A.D. 1868 the following petition was filed with the Clerk of said Court which reads as follows to wit

Petition

George H. Henry Plaintiff
Against
Martin Turner & his wife

Court of Common Pleas
Union County Ohio
Petition

The said Plaintiff says there is due to him from the said Martin Turner on his promissory note a copy of which marked "A" is here to attached the Sum of One Hundred and fourteen & 60/100 Dollars with interest thereon since September 27th 1867 with two dollars protested on said interest Dec 3rd 1868, For which Sum Plaintiff asks judgment against said Martin Turner
Second, Also say there is due Plaintiff from said Martin Turner on his note a copy of which is here to attached marked "B" the Sum of Two Hundred & Twenty Seven & 33/100 Dollars with interest from June 19th 1866 for which Sum also said Plaintiff asks judgment against said Martin Turner, Third, The said Plaintiff says that on the 19th day of June 1866, he conveyed to said Martin Turner by deed in fee Simple the following real Estate in Union County Ohio in Survey No 12472 Beginning at a Stake at the Junction of the two roads corner to A Crabbs, thence with the road N 82 E 85 Poles to Geo Sadler's corner thence N 8 E 49 3/4 Poles to a Stake in Wilsons line, thence S 82 W 84 1/2 Poles to a Stake in the road thence with it S 8 W 49 3/4 Poles to the Beginning Containing 26 1/2 acres more or less, That at the same time said deed was delivered to said Martin Turner he delivered to this Plaintiff his Mortgage deed duly Executed for the same land to secure to the Plaintiff the Payment of two promissory Notes, Copies of which are here to attached marked "A" & "B" for two Hundred & Twenty Seven & 33/100 dollars, Each due One on the 9th day of May 1867 & One due May 9th 1868 both on interest from the 19th of June 1866 The said Mortgage deed Contained the usual Condition That if said Notes should be paid when due the said Conveyance Should become Void, but otherwise the same Should remain in full force in law, The said defendants have not paid said Notes Or Either of them except that on the 27th of September 1867, they paid on said Note "A" the Sum of One Hundred & Thirty Dollars & on the 3rd day of Dec, 1868 the Sum of Two Dollars & there is now due on said Notes & Mortgage the Sum of two Hundred & Twenty Seven & 33/100 Dollars with interest from June 19th 1866 & the Sum the Sum of One Hundred and fourteen dollars and Sixty Cents with interest from Sept 27 1867

The said Martin Tumm is intermarried with the said — Tumm his wife &
the Plaintiff says She has no Contingent right of Dower in said land
Therefore the Plaintiff asks a decree for the amount aforesaid due him on
said Mortgage from the said defendant & for the sale of said land
& the law requires to satisfy said claim Robinson & Robinson Attys for Plff
The State of Ohio} Union County ss. George H Henry Plaintiff being duly sworn
says he believes the Several Allegations of the foregoing petition are true
George H. Henry
Sworn to before me & Signed in my presence this 10th of Dec. 1868
Taber Blendall Clerk

Issue Summons & Endorse Suit On Note & Mortgage, Ballance due $341,93 with int,
On $227,33, from the 19th of June 1866 & On $114,60 from Sept. 27th 1867
Robinson & Robinson Attys for Plff.

Afterwards to wit on the 14th day of December 1868 the following writ of Summons was
issued by the Clerk of said Court which reads as follows to wit
The State of Ohio} Union County ss To the Sheriff of Union County. You are Commanded
to Notify Martin Tumm and — Tumm that they have been Sued by George H Henry
in the Court of Common Pleas of Union County and that unless they Answer by the 16th
day of January A D 1869, the Petition of the Plaintiff against them filed in the Clerks
Office of said Court Such Petition will be taken as true and judgment render-
ed accordingly. You will make due return of this Summons on the 28th day of
December A D 1868 Witness Taber Blendall Clerk of said Court and the Seal
thereof at Marysville this 14th day of December 1868 Taber Blendall Clerk
Return of Sheriff, Rec'd, Dec. 22 1868, Served Same day by delivering to Each
of the Defendants a Certified Copy of this writ Total Fee $2 27
S. B. Whelpley Sheriff

And afterwards to wit on the 1st day of February A D 1869 the following Entry
was made upon the Journal of said Court to which reads in the words following
George H. Henry — This day Came the Plaintiff but Defendants came
vs. Not but made default, whereupon this Cause was sub-
Entry Martin Tumm & wife } mitted to the Court. Thereupon the Court being fully
advised in the premises do find for the Plaintiff and that is due on said Note
and Mortgage Three Hundred and Eighty six & 32/100 Dollars which is a lien
on said land in the Petition described. It is therefore considered, Ordered and
adjudged by the Court that Plaintiff recover of the Defendant Martin Tumm
said Sum of Three Hundred and Eighty six & 32/100 Dollars & Costs of Suit taxed
to $ And it is further Ordered that if default of Payment be made for ten
days an Order of Sale issue to the Sheriff of this County who is appointed Special
Master Commissioner for that purpose Commanding him to appraise
advertise & sell the xxxx said land to Satisfy said Sum in Court & Costs

Attest Taber Blendall Clerk

James V. Finley Pltf
vs.
H. E. Pilcher et al Defts

Pleas before the Hon D. A. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 3rd day of February A.D. 1869. Heretofore to wit on the 3rd day of October 1868 the following petition was filed with the Clerk of said Court which reads as follows to wit

Petition

James V. Finley Plaintiff } Court of Common Pleas Union County Ohio
vs. } Petition
H. E. Pilcher and }
D. H. Robinson Defendants }

The Plaintiff says that this action is founded upon a promissory note for the payment of money only of which the following is a true copy with the credits thereon,

"Marysville Ohio Nov 7th 1864"

Twelve months after date for value received we or either of us promise to pay James V. Finley or bearer Three Hundred Dollars with Seven per cent interest from date $300, Dec — 1864 (Signed) H. E. Pilcher
D. H. Robinson

Rev Stamp 15 cts cancelled

Upon which Note is the following credit, Received On the within Note One Hundred and Fifty Dollars $150, Dec 26th 65"

That there is due from the Defendants to the Plaintiff on said promissory Note the Sum of One Hundred and Sixty Eight Dollars and Ninety five Cents with interest from the 26th day of December 1865 which the Plaintiff claims and for which he asks judgment, M. C. Lawrence Plaintiffs Attorney

The State of Ohio Union County ss. M. C. Lawrence being duly sworn says that he is the Attorney of the Plaintiff, that the above pleading is founded upon a written instrument for the payment of money only which instrument in writing is now in his possession, and that the facts stated and allegations in the foregoing petition are true M. C. Lawrence

Sworn to by M. C. Lawrence before me & signed by him in my presence this 3 day of October A.D. 1868 Taber Randall Clerk

James V. Finley Pltf
vs.
H. E. Pilcher & J. H. Robinson Defts

Praecipe to Sheriff Endorsed

Dec. 26th 1865"

You will issue a Summons in this action directed to Sheriff of Union County Van Wert County for H. E. Pilcher Plaintiff claims $168.95 with interest from
M. C. Lawrence Atty Pltf

Summons

Waived J. Robinson

I Waive the issuing and Service of Process on me in this action and Enter my appearance this 3 of Oct 1868 D. H. Robinson

And thereupon the following writ of Summons was issued by the Clerk of said Court which reads in the words and figures following to-wit

The State of Ohio Union County ss. To the Sheriff of Van Wert County, You are commanded to notify H. E. Pilcher that he et al have been sued by James V. Finley in the Court of Common Pleas of Union County and that unless he answer by the 31st day of October A.D. 1868 the Petition of the Plaintiff against them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons On the 12th day of October A.D. 1868. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 3rd day of October 1868 Taber Randall Clerk

L.S.

The following is the Endorsement of the Sheriff upon said writ
Rec'd this writ October the 9th at 8 Oclock P.M. and Served the same on
H E Pilcher by delivering to him a certified copy thereof with the
indorsements thereon On the 10th day of October A D 1868 and Returned
this writ this 11th day of October 1868 by depositing it in the Post Office in
Marysville directed to the Clerk of the Court of Common Pleas of Union County
Ohio & Total Fees $1.00 Paid C C Richey Sheriff of Union County Ohio
And afterward to wit On the 3d day of February A D 1869 the following Entry was made
upon the Journal of said Court which reads as follows to wit

James V Finley
vs
H E Pilcher &
James F Robinson

This day came the said James V Finley by his Attorney & the said H E Pilcher & J F Robinson defendants being in default & neither party demanding a jury this cause was submitted to the Court by the Plaintiff, Upon Consideration whereof the Court does find that there is due from the defendant to the plaintiff on the promissory note in the petition mentioned the Sum of One Hundred and Seventy Eight dollars, And the Court with the consent of the plaintiff further find that said H E Pilcher is the principal on said note & that said J F Robinson is his surety, It is therefore Considered Ordered And adjudged by the Court that the plaintiff recover of the said H. E. Pilcher as principal debtor & the said J. F. Robinson as his surety said sum of One Hundred and Seventy Eight ($178.00) Dollars the sum so found due And also his Costs herein Expended taxed to $

Attest Taber Randall Clerk

Joseph Miles Et Al
vs
Nathan Poling Et Al

Pleas before the Hon D S Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 2d day of February A.D. 1869 Hereof to wit On the 23d day of March A.D. 1867 the following Petition was filed with the Clerk of said Court which reads as follows to-wit

Joseph Miles William Andrus David A Williams
George F. Bennett, Charles Hazen Samuel Carroll
Wilson Armstrong And Ebenezer Williams Plaintiffs

Against

Nathan Poling, William T. A. Epps, Joseph Stratton
Mary Stratton, John Corbett & William Hazen Defendants

Court of Common Pleas of Union County Ohio

Petition

The Plaintiffs say They have a legal Estate in and are entitled to the possession of the following described Premises situate in Allen Township Union County, Ohio and bounded and described as follows to wit Part of Survey No 3157, Beginning at a large Stone and Two Hickories South West corner to said Survey, thence with the west line of said Survey N 36 W 374 10/100 poles to a Stake North West Corner to said Survey, White Oak and Sugar down and gone, thence with the North line of said Survey N 55 40' E 100 poles to a Stone thence S 21 E to the beginning Containing One Hundred acres and One half of an acre, The defendants to Wit since the 10th day of July A.D. 1866 have unlawfully kept the Plaintiffs Out of the possession of said premises

And for a second Cause of Action the Plaintiffs say That the Defendants Whilst they kept the Plaintiffs Out of the possession of said premises as above Stated and Ever since the said 10th day of July A.D. 1866 have received the rents and profits of

said premis of the Value of two Hundred Dollars and refuse to account for or pay to the said Plaintiffs any part of said rents and profits, The Plaintiffs ask payment for the delivery of the possession of said premis to them and also for the sum of Two Hundred dollars on account of said rents and profits, E & Hamilton & John B Coats Attorneys for Plaintiffs

The State of Ohio Union County ss, David A Williams One of the Plaintiffs being sworn says the foleing the facts Stated in the foregoing petition is true Davis A Williams

Sworn to by the said David A Williams before me, and signed by him in my presence This 16th day of March A D 1867 Taber Randall Clerk

Joseph Miles William Audaz, David A Williams, George F Bennett, Charles H Lyon, Samuel Carroll Wilson Armstrong and Ebenezer C Williams Plaintiffs

Against

Nathan Poling William T A Epps, Joseph Stratton Mary Stratton John Corbett and William Hazen Defendants

Issue a Summons

To the Sheriff of Union County Ohio Returnable according to Law, and also issue a Summons for William Hazen to the Sheriff of Portage County Ohio Returnable On the third Monday from date, "Possession of Real Estate demanded and $200.00 for damages and rents and profits

E & Hamilton & John B Coats

Attorneys for Plaintiffs

To the Clerk of the Court of Commn Pleas of Union County Ohio March 1867

And thereupon to-wit On said 23d day of March A D 1867 the following two writs of Summons were issued by the Clerk of said Court One to the Sheriff of Union County Ohio and One to the Sheriff of Portage County Ohio which are in the Endorsements of said Sheriffs thereon words as follows to wit

The State of Ohio Union County ss, To the Sheriff of Union County, You are commanded to Notify Nathan Poling, William T A Epps Joseph Stratton Mary Stratton & John Corbett That they have been sued by Joseph Miles Wm Audaz David A Williams, George F Bennett Charles H Lyon, Samuel Carroll, Wilson Armstrong and Ebenezer C Williams in the Court of Common Pleas of Union County and that unless they answer by the 20th day of April A D 1867 the Petition of the said Plaintiffs against them filed in the Clerks office of said Court Such Petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 1st day of April A D 1867

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 23d day of March A D 1867 Taber Randall Clerk U C P.

Endorsment by Sheriff, Rec'd this writ March 25th 1867, Served by delivering to Each of the Defendants a certified copy of this writ Total Fee $ 4.17

March 29th 1867 D B Shipley Sheriff

The State of Ohio Union County ss. To the Sheriff of Portage County, You are Commanded to Notify William Hazen that he and others have been sued by Joseph Miles William Audaz, David A Williams George F Bennett, Charles H Lyon, Samuel Carroll, Wilson Armstrong and Ebenezer C Williams in the Court of Common Pleas of Union County and that unless he answer by the 27th day of April A D 1867 the Petition of the said Plaintiffs against them filed in the Clerks Office of said Court Such Petition will be taken as true and judgment rendered accordingly

You will make due return of this Summons On the 8th day of April A D 1867, Witness Taber Randall Clerk of said Court and the Seal thereof At Marysville this 25 day of March A D 1867 Taber Randall Clerk U C P.

Return Shff— Portage County

Endorsement of Shriff of Portage County, Received this writ March 26th 1867 And Served the Same by delivering a true and certified copy of the Same with Endorsements thereon to the within named William Hazen on the 29th day of March 1869 Total Fees $1,05 Henry C Pennings Shriff
By D. H. Jennings Dept. Shriff

And afterwards to wit On the 18th day of April 1867 the following Answer was filed with the Clerk of said Court which reads as follows to wit

Court of Common Pleas
Union County Ohio

Joseph Miles & Others
vs.
Nathan Poling & Others

Answer

Answer — The said Defendants now come & for Answer to the said Plaintiffs Petition say they are in possession of the land discribed as follows Beginning at a large Stone & Chestnuts thence N 36° W 37 4/10 Poles to a Stake, White Oak & Sugar down & gone thence N 55° 40' E 100 Poles to a Stone thence S 21 E to the Beginning containing 10½ acres more or less but they deny that said parcel of land is a part of Survey No. 3151 but they say the same is in Survey No. 3749 in the said County of Union & they deny Each and all other allegations of the said petition Except they admit the Plaintiffs are the Owners & Seized in Fee Simple of Survey No. 3151

2 Second, The Defendants for their Answering say that they hold possession of said real Estate under & by Vertue of a Tax title of the same derived by deed from the Auditor of said County under a Tax Sale & that possession was taken under said Tax Sale, & that Open, Notorious, Continuous & adverse possession there of hath been held by them & those under whom they hold for the last Seven years last

3 Prior to the Commencement of this Action, Third, The Defendants for their Answering say they & those under whom they hold possession of said land have owned the same & occupied & possessed the same, by Open, Notorious, Continuous and adverse possession for twenty One years last past prior to the Commencement of this action, Wherefore the Defendants ask that they may be allowed to go hence

Robinson & Robinson Attys for Defts

Demurrer

Entry — perhaps should have been Recorded before reply & demurrer

The State of Ohio Union County ss. I Wm T. A. Epps being duly Sworn do depose & Say the several allegations of the foregoing Answer are true as I verily believe

William T. A. Epps

Sworn to before me & Signed in my presence by Wm T. A. Epps one of the above Named Defendants this 17th of April 1867 Taber Randall Clerk

Entry — Afterward to wit On the 25th day of June 1867 the following Entry was made upon the Journal of said Court which reads as follows to wit

Joseph Miles, William Anday, Daniel A. Williams
Geo. F. Bennett, Charles H. Lyon, Samuel Carroll
Wilson Armstrong and Ebenezer B. Williams Plaintiffs

Petition

against

Nathan Poling, William T. A. Epps, Joseph Stratton
John Corbett & William Hazen Defendants

Entry — This day came Thomas Anday and Suggests unto the Court that the said William Anday One of the Plaintiffs in this action has departed this life since the Commencement of this Suit and that he the said Thomas Anday is the only Child and Sole Heir at Law of the said William Anday deceased and the Court being Satisfied of the truth of such Suggestion do on Motion of said Thomas Anday Order that he the said Thomas Anday be and he hereby is Substituted as a Plaintiff in this action in Place & Stead of the

said William Audley deceased, and that said action do stand revived as to the interest of the said William Audley therein in the name of said Thomas Audley & that the said Thomas Audley be permitted to prosecute the same as to all the rights and interest of the said William Audley in said action together with the other plaintiffs named in the petition and to join issue in this case

And afterward to wit On the 26th day of Oct. 1867 the following reply was filed with the Clerk of the Court of said County of Union which reads as follows

Reply

Joseph Miles and Thos } Court of Common Pleas of
vs. } Union County Ohio
Nathan Poling and Thos } Reply.

The said Plaintiffs now come and for reply to the third defense containe in the Defendants answer say that they deny Each and Every allegation Contained in said answer, C. Hamilton & John B Coats Attorneys for Plaintiffs.

The State of Ohio Union County ss, David A Williams One of the Plaintiffs being Sworn says he believes the facts stated in the foregoing reply to be true

Sworn to by the said David A Williams } David A Williams
before me and Signed by him in my presence
this 26th day of October A D 1867, Tatum Randall Clerk

And on said 26th day of October 1867 the following Demurrer was filed with the Clerk of said Court which reads as follows to wit

Demurrer

Joseph Miles and Thos } Court of Common Pleas of
vs. } Union County Ohio
Nathan Poling and Thos } Demurrer.

The Plaintiffs demur to the Second defense set forth in the Defendants answer, and for the grounds of their Demurrer say that facts sufficient to constitute a defense are not therein stated

C. Hamilton & John B Coats Attys for Plaintiffs

And On the 2d day of November 1867 the following Entry was made upon the Journal of said Court which reads as follows

Entry

Joseph Miles Et Als } On motion leave of the Court is granted to the Plaintiffs to
vs. } file demurrer to the Second defense Contained in the Defendants
Nathan Poling Et Als } answer, and to file reply to said Defendants third
defense Contained in said answer

perhaps should have been included in same reply & demurrer

And afterward to wit On the 5th day of November 1867 the following Entry was made upon the Journal of said Court which reads in the words following to-wit

Entry

Joseph Miles and Thos } Et. al. vs. Nathan Poling and Thos } Judgment. This day came the parties by their Attorneys, and thereupon came a Jury to wit Johnathan Hackman, Nelson Cone, John Cathel, Bidwell, Robert McCrory, Jacob Harshman, James Martin, John Marshall, Joseph Goldsmith, John Carter sr and Isaac and John Weaver Tales Jurors who being duly Empannelled and Sworn the truth to speak upon their Oaths do say they find for the Defendants. It is therefore Considered Ordered and Adjudged by the Court that the Defendants go hence on that day and recover of the Plaintiffs their Costs herein Expended taxed to $ Second Trial demanded by the Plaintiffs and allowed by the Court. Bond fixed at $150.00

2d Trial Bond

Allowance to wit On the 4th day of December 1867 the following Bond was filed with the Clerk of said Court which reads in the words & figures following to wit

Know all men by these presents that we Joseph Miles Thomas Andas David A Williams George F Bennett Charles H Lyon Samuel Carroll Wilson Armstrong & Mary Williams James Williams, Amelia Williams, Grant Williams, and George A Williams the Minor Children and Heirs of Ebenezer C Williams deceased by David A Williams their next friend And B H Keys and Chas Houston are held and firmly bound unto Nathan Poling William T.A. Epps Joseph Stratton Mary Stratton John Corbett and William Hazen in the Penal Sum of One Hundred and Fifty-Dollars to the Payment of which well and truly to be made, we jointly and severally bind Ourselves, Our Heirs, Executors and Administrators, Sealed with Our Seals and dated this 4th day of December A.D. 1867, The Condition of this Undertaking is such that whereas the said Nathan Poling, William T.A. Epps, Joseph Stratton, Mary Stratton, John Corbett and William Hazen recovered a Judgment against the said Joseph Miles Thomas Andas David A. Williams George F Bennett, Charles H Lyon Samuel Carroll Wilson Armstrong and Mary Williams James Williams Amelia Williams Grant Williams and George A Williams the Minor Children and Heirs of Ebenezer C Williams deceased by their next friend David A Williams, in the Court of Common Pleas of Union County Ohio at the October term thereof A.D. 1867 for the Sum of $ the costs of suit in a certain action pending in said Court wherein the said Joseph Miles Thomas Andas, David A Williams George F Bennett Charles H Lyon Samuel Carroll, Wilson Armstrong, and Mary Williams James Williams Amelia Williams Grant Williams and George A Williams Minor Children and Heirs of Ebenezer C Williams deceased by their next friend David A. Williams Plaintiffs were allowed a Second trial by the Court according to the Statute on entering into an Undertaking in the Sum of One Hundred and Fifty Dollars with Security to the Satisfaction of the Clerk of said Court, Now therefore if the said Joseph Miles, Thomas Andas, David A Williams George F. Bennett Charles H Lyon, Samuel Carroll Wilson Armstrong, and Mary Williams James Williams, Amelia Williams, Grant Williams and George A Williams the said Minor Heirs of Ebenezer C Williams deceased by their next friend David A Williams shall abide and perform the Order and judgment of the Court and pay all Moneys, Costs and Damages which may be required or awarded against them, Consequent upon such Second Trial, Then the above Undertaking shall be void, Otherwise to be and remain in full force and Virtue

Approved by clerk Dec 4th 1867

Joseph Miles (Seal) Thomas Andas (Seal) D A Williams (Seal) Geo F Bennett (Seal) C H Lyon (Seal) S S Carroll (Seal) Wilson Armstrong by John Bloats his Attorney (Seal) Mary Williams (Seal) James Williams (Seal) Amelia Williams (Seal) Grant Williams (Seal) Geo A Williams (Seal) By their next friend D A Williams (Seal) B F Keys (Seal) C Houston (Seal)

Entry

Afterwards to wit On the 9th day of November A.D. 1868 the following Entry was made upon the Journal of said Court which reads as follows

Jos. Miles et al Adms } 2d Trial This day came the Parties by their Attorneys
vs. } And thereupon came a Jury to wit Daniel Duvall
Nathan Poling Ex et al's } Garret Hank, James Henderson H. H. Titus, E. C. Smith, James D Haines Regular Jurors and I. H. Clement L. D. Wright Robert Sword Jr. G. L. Sellers James A Henderson and Philip Snider Talesmen who being duly Empannelled and Sworn the truth to speak upon the Issue joined between the Parties upon their Oaths do say they find for the Defendants duly, Whereupon the Plaintiffs submitted a Motion for a new Trial which Motion is Continued

Motion

And On the 10th day of November 1868 the following Motion for a New Trial was
filed &c in the Clerk of the Court of said Union County which reads as follows
Joseph Miles & Others Plaintiffs } Court of Common Pleas of Union County
Against } Ohio
Nathan Poling & Others Defendants } Motion for a New Trial
Attorneys And now Come the said Plaintiff by his
reasons to wit 1st That the Verdict given in this case is against and contrary
to the weight of Evidence and the Law of the Case, 2 That the said plaintiff
have since the trial discovered New and Material Evidence in this Cause
of which they were Entirely ignorant until after the Cause was given to the jury
John B. Coats & W. H. West Attys for Plaintiffs

And afterward to wit On the 2d day of February A.D. 1869 the following Entry
was Made upon the Journal of said Court which reads in the words following to wit
Joseph Miles Et Als } This day came on this Cause to be heard on the Motion
vs } of Plaintiffs for a New Trial, Whereupon the Court being fully
Nathan Poling Et Als } advised in the premises do Overrule the Motion to which
Plaintiffs Except } It is therefore Considered Ordered and Adjudged
by the Court that the Defendants go hence for their said day and recover of the
plaintiff their Costs herein Expended taxed at $

Attest Faben Randall Clerk

Petition

W. H. Woods } Pleas before the Hon J. Monklin Presiding Judge at a Court of
vs } Common Pleas begun and held at the Court House in Marysville
B. F. Beck & wife } in and for the County of Union on the 3 day of January A.D. 1869
Heard of on to wit on the 2 day of January A.D. 1869 the following Petition was filed in
the Clerk of said Court which reads in the words and figures following to wit
William H. Woods Plaintiff } Court of Common Pleas
Against } Union County
Benjamin F. Beck & } Petition,
Caroline McBeck his wife Defendants

1st The Plaintiff says 1st That on the 15th
day of February 1860 the Defendant Benjamin F. Beck made and delivered to
the Plaintiff his seven promissory Notes of that date No. respectively 1-2-3-4-5-6
& 7. and thereby promised to pay to the Order of W. H. Woods the Plaintiff by Each
of said Notes the Sum of three hundred dollars with interest to be computed
annually "So that the interest will draw interest to be paid when the Notes fall
due" By Note No 1 the Defendant promised to pay said Sum of Three hun-
dred dollars "One year after the date thereof" by No 2, Defd promised to pay
three hundred dollars in two years after the said date, No 3 in a like Sum in three
years after the date thereof, No 4 in four years after the date thereof, No 5 a like
Sum in five years after the said date, No 6 in six years after the said date, and No 7
in seven years after the said date thereof for Value received

2 The Defendant Benjamin F. Beck on the 22 day of February 1860 to secure the
payment of said several Notes Executed and delivered to the plaintiff his mortgage
deed and thereby Conveyed to the plaintiff his heirs and assigns the following lands and
tenements situate in said County of Union described as follows Part of Survey
No. 5293 Beginning at an Ash, Elm and Sycamore easterly Corner to said Survey, thence
west to the line thereof N 52 E 190 Poles crossing Cow run to a Sycamore and Small
White Oak on the Easterly bank of said run, thence S 38 E 84½ Poles to a Stake thence

S 5 2 W 190 Poles Crossing said Iron Run to a Stake in the line of Robert Means Survey No 5292 thence on the said line N 38 W 84½ Poles to the Beginning Containing One Hundred acres more or less, The Condition in said Mortgage deed was in substance that if the said Benjamin F. Beck Should pay the said several promissory Notes and interest when the same became due respectively then this Conveyance to be void, Otherwise to be and remain in
3 full force, 3 On the 23 day of February 1860 At 9 Oclock A. M. the said Mortgage was delivered to the Recorder of said County to be by him Entered on Record and was recorded February 23 1860 in Book No 3 Page 442
4 The said Deed has become absolute, there is due and remaining unpaid upon said indebtedness On Note No 1 One Hundred and Seventy Eight 60/100 dollars with interest Annually from June 5th 1867, And On Notes No's 2, 3, 4, 5, 6 & 7 the sum of Eight een Hundred Dollars with interest from October 15th 1865 to be computed with Annual rests, There are Credits upon said Notes as follows On No 1 "Interest paid to Oct 15 1865 2 June 5th 1867 paid One Hundred Dollars 3 May 1867 Paid $31,50, On all and each of the said other Notes is Endorsed the following Interest paid up on this to Oct 15 1865, The Plaintiff asks that said Mortgage may be foreclosed the said premises Ordered to be sold and the proceeds applied to the Payment of said debt and Execution awarded for the balance

P. B. Cook Atty for Plaintiff

State of Ohio Union County ss. P. B. Cook being sworn says he is Atty for the Pltff in this Action And that he believes the Statements and allegations of the foregoing petition are true — Affiant further says that the reason he makes this affidavit is that the Notes and Mortgage upon which this action is founded are in his hands for collection, And that they are instruments for the recovery of Money Only

P. B. Cook

Sworn to and Subscribed before me this 2d day of January 1869

Taber Randall Clerk

Issue a Summons for Defts, returnable according to law, Endorse thereon Amt claimed $178 00/100 with interest from June 5th 1867 And $180. with interest from Oct 15th 1865 with Annual rests

Per P. B. Cook

Thereupon to wit On the 2d day of January 1869 the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit

Summons — The State of Ohio Union County ss To the Sheriff of Union County, You are Commanded to Notify Benjamin F. Beck and Caroline M. Beck that they have been sued by W. H. Woods in the Court of Common Pleas of Union County and that unless they answer by the 31st day of January A D 1869 the Petition of the Plaintiff against them filed in the Clerks Office of said Court Such petition will be taken as true and judgment rendered accordingly, You will make due return of this Summons On the 11th day of January A D 1869, Witness Taber Randall Clerk of said Court And the Seal thereof at Marysville this 2d day of January 1869

Taber Randall Clerk

Return of Sheriff — Received this writ January 2d 1869 and Served Benjamin F. Beck & Caroline M. Beck by delivering a certified copy of this writ to each of them January 8th 1869

Total Fees $1.67

Robert Sharp Sheriff

And Afterward to wit On the 3d day of February 1869 the following Entry was made upon the Journal of said Court which reads as follows to wit

W. H. Woods against Benjamin F. Beck & — Beck his wife — And now comes the said William H. Woods by P. B. Cook his Attorney, And the said Benjamin F. Beck & Wife failing to demur or Answer to said Petition it is Considered that the said

Entry — Plaintiff ... with the ... Benjamin ... thousand ... Count ... the said ... And ... And ... Term of ... And ... taxed ... him to ... Advertis ... Sale ...

Petition — ... of said ... John ...

... Abuk ... Jacob ... Com ...

... the 2 ... Nam ... who ... & Long ... Ninety ... Thousa ... Ninety ...

... The ... One ... That ... for the ... the said ... One ...

Entry

Plaintiff Ought to recover the Amount due him by reason of the premises, And the Court with the Consent of the Plaintiff find That there is due from the said Defendant Benjamin F. Beck to the Plaintiff on the Note in the said Petition set forth the Sum of Two thousand three Hundred and forty three Dollars, It is therefore considered by the Court that the said Plaintiff Recover of the said Defendant Benjamin F Beck the said Sum of Two Thousand three hundred and forty three dollars the Sum so found due as aforesaid and also his Costs taxed to & And it is further Ordered and Adjudged that in Case the said Defendant fail for ten days from the close of this Term of this Court to pay to the said Plaintiff the said Sum of Two Thousand three hundred and forty three Dollars as aforesaid found due with the interest and Costs of Suit taxed to & An Order issue to the Sheriff of this County Commanding him to Cause said lands and tenements in said Petition described to be appraised advertised and sold According to law And apply the proceeds of said Sale in Satisfaction of said judgment &c as aforesaid Rendered

Attest Taber Randall Clerk

John Gates & Co
vs
Conkel & Long

State of Ohio } Pleas before the Hon J Conklin Presiding Judge of a Court of Common Pleas begun and held at the Court house in Marysville within and for the County of Union in the State of Ohio on the 2d day of February A.D. 1869, Came for to wit on the 21st day of October A.D. 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

John Gates & Co Plaintiffs
Against
Abraham S Conkel and
Jacob Long Partners under the name of
Conkel & Long Defendants

Court of Common Pleas
within and for Union County
and State of Ohio

Petition

John Gates & Co, Plaintiffs say that there is due to them from the Defendants Abraham S Conkel and Jacob Long Partners under the Name of Conkel & Long On the promissory Note of the said defendants which said Note is duly Stamped and Made in the Name of Conkel & Long, A copy of which is hereto attached, the Sum of Two Hundred & Ninety four & 51/100 dollars with interest from the 3d day of October A.D. 1868 Wherefore the Plaintiffs ask judgment against the said defendants for Two Hundred and Ninety four & 51/100 Dollars with interest from the 3d day of October A.D. 1868

Coats & Gilbert Attorney for Plaintiffs

The State of Ohio } Union County } S A Gilbert being duly Sworn says that he is One of the Attorneys for the above named John Gates & Co, duly Authorized in the premises That the above pleading of John Gates & Co, is founded upon a written instrument for the Payment of Money Only & is now in the possession of this Affiant, And that the facts Stated And allegations in the foregoing pleading of John Gates & Co are as Affiant believes true

S A Gilbert

Sworn to before me and Signed in my presence this 21st day of Oct A.D. 1868

Taber Randall Clerk

John Gates & Co Plaintiffs
Against
Abraham S Konkel and
Jacob Long Partners under
the Firm name of Konkel & Long Defendants

Court of Common Pleas
Within and for
Union County
Ohio

Suit

Clerk Issue Summons pl Petition in the above cause returnable according to law Amount claimed $ 294 51 with interest from October 5th 1868

Coats & Gilbert Attorneys

Thursday to wit On this 21st day of October A.D. 1868 the following writ of Summons was issued by the Clerk of said Court which was as follows

The State of Ohio Union County ss: To the Sheriff of Union County

Summons

You are Commanded to Notify Abraham S. Konkel & Jacob Long Partners Under the Name of Konkel & Long That they have been sued by John Gates & Co in the Court of Common Pleas of Union County and that unless they appear by the 21st day of November A.D. 1868 the Petition of the Plaintiff against them filed in the Clerks Office of said Court, Such Petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 2 day of November A.D. 1868, Witness Isaac Randall Clerk of said Court and the Seal thereof at Marysville this 21st day of October 1868

Isaac Randall Clerk

L.S.

Return

Return of Sheriff, Rec'd this writ October 21st A.D. 1868 and Served on Abraham S. Konkel & Jacob Long the above named Defendants by delivering a certified Copy of this writ to Each of them October 22 A.D. 1868

Total Fees $ 2 77 S. B. Shelley Sheriff By Robt Stamp Deputy

Afterwards to wit On the 2d day of February 1869 the following Entry was made upon the Journal of said Court which was as follows

John Gates & Co

vs.

Abraham S Konkel & Jacob Long Partners under the name of Konkel & Long

Entry

This day Came the Parties by their Attorneys and Submitted this Cause to the Court upon the pleadings Exhibits & Testimony, a Trial by Jury being waived in Open Court Now by the Oral Consent of said Parties Plaintiff and the Defendants by their Attorney, And the Court being fully advised of the premises do find That the said Defendants Abraham S Konkel and Jacob Long Partners under the name of Konkel & Long owe the said Plaintiffs John Gates & Co. in manner and form as they in their Petition have alleged the Sum of Two Hundred and Ninety four dollars and fifty one cents with interest thereon from the 5th day of October A.D. 1868. Therefore it is by this Court considered, Adjudged and adjudged that the said John Gates & Co Plaintiffs recover of the said Abraham S. Konkel and Jacob Long Defendants the Sum of Three Hundred Dollars and Twenty Five cents being the principal and interest due to this date On said promissory Note in the Plaintiffs Petition set forth, and it is also Considered Ordered and adjudged that the Plaintiffs recover of the said Defendants their Costs herein Laid to &

Attest Isaac Randall Clerk

George Orr
Against
Noah Orr Et Als

Pleas before the Hon D. S. Conklin Presiding Judge at a Court of Common Pleas begun and holden at the Court House in Marysville within and for the County of Union in the State of Ohio on the 3d day of February A.D. 1869. Monday to wit On the 18th day of April A.D. 1868 the following Petition was filed with the Clerk of said Court which reads in the words and figures following to wit

George Orr Plaintiff
Against
Noah Orr, Abraham Orr
Albert Orr, Oliver Orr
Amanda Orr, Aaron Orr
Anson Orr Mary Orr
Joshua Orr, Elizabeth Orr (widow) Defts

Court of Common Pleas
Union County

Petition

Petition

Your Petitioner George Orr
& (except the Plaintiff) represents that On or about the 28th day of March 1866 One William Orr late of Union County Ohio died Seized in Fee in Certain Lands & Real Estate in Fee Simple of the following tract of land to wit Part of Survey No. 3687 Situate in said County of Union, Beginning at a Stake in the East corner of land owned by said Wm Orr, thence N 65° 25 E 53½ Poles to a Stake thence N 53 W 216 Poles to a Stake thence N 64° 15" W 53⅓ Poles to a Hickory and two ashes thence N 53 E 213 Poles to the Beginning Containing Sixty three acres more or less.-
The Plaintiff for the Represents that said William Orr was Seizen of an Estate in Fee in the undivided One half (½) of the following described Real Estate to wit Part of Survey No 3687, Situate in said County of Union, Beginning at two Sugar trees West corner of the whole Survey thence N 53 E 213 Poles to two Hickories thence S 65° 25' E 90 Poles to a Hickory, Sugar tree and Elm thence S 53 W 213 Poles to Chestnut and two ashes thence N 64° 15' W 90 Poles to the Beginning Containing One hundred and three acres, The Plaintiff further represents that said tract of land last above described was bought by One George Orr of John Watts about the year of 1818 1838 or earlier, that said land was not conveyed to said George Orr in his lifetime, but after his death to wit On the 25 day of December 1824 said land was conveyed to Susanah Orr Widow and to the said Wm Orr, The same was conveyed to them as Administrators of said George Orr, said conveyance made by John Watts, Plaintiff alleges that said land was bought and paid for by said George Orr died, but was conveyed after his death as aforesaid to his said Widow and to Wm Orr his said Administrators
Plaintiff Charges that said George Orr died leaving said Susanah his widow, and Sally and Mary Orr, his only Children and Heirs at law, The said Sally has since intermarried with Garret Harris and the said Mary was intermarried with the said William Orr, Plaintiff alleges that the Entire Equity in said land descended from the said George Orr died, to his said daughters Sally & Mary that the legal title to One half thereof was in the said Susanah Orr, (by said conveyance from Watts) who was the Mother of said Sally and Mary, who was the only children and Heirs at law of the said Susanah Orr, and that after her death which took place On or about 18- the legal title to One undivided half of said lands descended from the said Susanah to the said Sally and Mary, That the conveyance by said Watts to said William and Susannah was made in mistake of the legal rights of the case, That as Administrators of George Orr they had no right to the title in said lands, and that the said Deed was conveyed to them as Administrators as aforesaid under the mistaken belief and impression that as such Administrators he ought to be made a Grantee in said Conveyance

Plaintiff further represents that the said Grant Harris and Sally his wife on the 23 day of January 1827 did convey to said William Orr their interest in said One Hundred and Three acres of land last described which interest was an undivided half thereof taken by the said Sally from her said father George Orr and from her said Mother Susanna Orr, this conveyance simply gave him Orr's half and in effect confirmed his conveyance for that amount from said John Fatty. Plaintiff charges that the other half of said One Hundred and three acres, both the Equitable title and the legal also was in the said Mary Orr, That the Equitable title came by descent from her said father George Orr dcsd, and the legal title from her said Mother Susannah Orr And that She the said Mary never conveyed the same away to any one

The Plaintiff further represents that the said Mary Orr on or about the day of 1840 departed this life leaving the Plaintiff and Noah & Abraham Orr Defts as her only children and heirs at law to whom the said interest of One half in said One Hundred and Three acres descended, subject to the said William Orrs claim by the courtesy in them, and Plaintiff charges that he and the said Noah and Abraham are sole owners of said interest of One undivided half in said 103 acres, Plaintiff represents that after the decease of said Mary Orr his mother, the said William Orr his Father intermarried with Elizabeth Brown who bore him the following named children who are made defendants hereto to-wit, Albert, Olivia, Aaron Anson Amanda, Mary and Joshua, the two last named being minors, and are all living in this County, The said Elizabeth Orr Widow is living and is entitled to Down in the said Sixty three acres first described herein, and to Down in the undivided half of the One Hundred and Three acres described secondly, being that half which belongs to her husband the said William Orr

The said tract first described to wit Sixty three acres, and the One half of the One Hundred and Three acres descended to the plaintiff and to all the defendants above named as children and heirs of the said William Orr, subject to the Down Estate of said Widow to Share and Share alike in said Estate being One tenth to Each, and as to the One undivided half of the One Hundred and Three (103) acres described secondly the said Plaintiff George Orr and Noah and Abraham Orr Defendants are Entitled to the whole of it as heirs of the said Mary Orr decd, to Share and Share alike, That is to say One full Equal third to Each clear of all Down, The Plaintiff prays that that the said Noah, Abraham, Albert, Olivia, Aaron, Anson, Amanda, Mary and Joshua Orr be made Parties Defendants hereto, And the Plaintiff asking to hold his said interest in Severalty prays that Partition may be made, And that the Down of the said Elizabeth Orr Widow, may be assigned Or if Partition cannot be without manifest injury be made then that the premises may be sold, Or other Order taken Pursuant to law, And that your Plaintiff may have such Other and further relief as may be Equitable

D. B. Cole Atty for Plff

State of Ohio Union County ss George Orr the Plaintiff being Sworn says that the facts Set forth in the foregoing Petition are true as he verily believing George Orr

Sworn to by George Orr before me and Signed by him in my presence this 18th April 1868

Taber Bonnell Clerk

Geo. Orr Plaintiff
vs.
Noah Orr, Abraham Orr, Albert, Olivia
Aaron, Anson Amanda, Mary, Joshua Defts

Court of Common Pleas
Union County

Pracipe

Issue a Summons against
the above Defendants returnable according to law - Suit
brought for Partition of real Estate" P.B. Cole Atty for Plaintiff

And thereupon on said 18th day of April A.D. 1868 the following writ of Summons
was issued by the Clerk of said Court which reads as follows to-wit

Summons

The State of Ohio Union County ss: To the Sheriff of Union County: You are commanded
to notify Noah Orr, Abraham Orr, Albert Orr, Olivia Orr, Amanda Orr, Aaron Orr, Anson
Orr, Mary Orr & Joshua Orr, that they have been sued by George Orr in the Court of Common
Pleas of Common Pleas of Union County and that unless they answer by the 16th day
of May A.D. 1868 the petition of the said Plaintiff against them filed in the Clerks Office
of said Court, said petition will be taken as true and judgment rendered
accordingly. You will make due return of this Summons on the 27th day of
April A.D. 1868 Witness Taber R and all Clerk of said Court and the Seal
thereof at Marysville this 18th day of April A.D. 1868 Taber R and all Clerk C.P.C.

Return

Return of Sheriff. Received this writ April 18th 1868, Served April 23d 1868 by
delivering to Each of the Defendants a certified Copy of this writ.
Total Fees $ 6.77 D. B. Whipley Sheriff -

And on the 4th day of May 1868 the following Answer of Noah Orr was filed in the
Clerk of said Court which reads as follows

Answer

George Orr Plaintiff
vs. Partition
Noah Orr Et Al Defts

Court Common Pleas
Union County

Noah Orr comes and for Answer to plaintiffs petition
says, That he admits the allegations in said Petition contained, and
consents to the prayer of the same
Noah Orr

And afterwards to wit On the 6th day of June 1868 the following Answer of Elizabeth
Orr was filed in the Clerk of said Court and reads as follows

George Orr
vs.
Noah Orr Et Al

Union Common Pleas
In Partition,

The said Elizabeth Orr widow
of said William Orr for for her Answer to said Petition

Answer of widow

says that after her intermarriage with the said William Orr, she paid, from
her own Estate the Sum of Eighty Dollars which was applied in payment
of the purchase money for the lot of Sixty three acres in said petition first
described on which lot Cost Alone the Sum of Six hundred and Seventy 7/100
Dollars and said Sum of Money so invested was so applied with the express
Agreement & understanding that this defendant should retain and have an
interest in said land to the Extent said Eighty dollars should pay for the same
That She does not insist on the land if She can get the $80. with interest thereon
since the 14 day of May 1853 when said Sum of Money was so invested
Wherefore She asks That her said Claim for $80. & interest be made a lien on
said 63 Acres of land & the same be paid Out of the proceeds of the sale thereof in
case the same be sold, She further asks That her Dower in said land be not
assigned by Metes and bounds, but that in lieu thereof That She may have
the Value thereof in Money Robinson & Robinson Attys for E. Orr

Entry

And afterward to-wit on the 23d day of June 1868 the following Entry was made upon the Journal of said Court which is in the words and figures following to-wit

George Orr Plaintiff } In Partition
vs.
Noah Orr Etals Defts } Petition of Anson Noah Orr & Answer of the Widow & Children

On this day, On consideration whereof It is Ordered that by the Oaths of William M. Robinson B. A. Fay & Daniel G. Crop, One Equal third Part of the tract of land first described in said petition Containing Sixty three acres be assigned and set off to said Widow Elizabeth Orr, As her Dower Estate therein, And that of the tract described Secondly in said petition being One Hundred and three acres, One full One Sixth Part be set off & assigned to said Widow as her dower in said One Hundred and three acres being One third of the undividing half of said last tract, and by the like Oaths of said William M. Robinson B. A. Fay & Daniel G. Crop Partition be made of said tract of land first described in said petition as Sixty three acres to the said George Orr One tenth part to Noah Orr, Abraham Albert, Olivia, Amanda, Aaron Anson Mary & Joshua Orr, Each One Equal tenth part, And by the like Oaths of said Wm. M. Robinson, B. A. Fay & Daniel G. Crop partition be made of the tract of land described secondly in said petition And which One Hundred and three acres that partition be made of said last named lands in the following proportions, to Geo. Noah and Abraham Orr, One half of said tract of 103 acres in Common, And that of the other half of said named tract Partition be made to said George One tenth part, to said Noah, Abraham Albert, Olivia, Amanda, Aaron, Anson Mary & Joshua Orr, Each One tenth part, The Court finds that the said William Orr dec'd, was the Owner in fee simple of the Sixty three acres in the Petition described & that he was in the like manner, Owner of an undivided half of the tract described as One Hundred and three acres & that his first wife the Mother of the said George, Noah & Abraham Orr was the Owner in fee simple of the other half of said 103 acres That the said Sixty three acres descended to all the Parties hereto in Common and in Equal proportions as aforesaid, and that the said half of the 103 acres which belonged to the said William Orr descended in like manner & proportions to the said Parties to this action to-wit One tenth Part to each and that the other half of the 103 acres which belonged to Mary Orr first wife of said William Orr deceased to the said George Noah and Abraham Orr her only children, And it is further Ordered that a writ of partition issue to the Sheriff of Union County commanding him to cause said lands to be surveyed and said Partition to be made accordingly And thereupon the following writ of Partition was issued by the Clerk of said Court which reads as follows to-wit

Writ of Partition

The State of Ohio Union County ss. To the Sheriff of said County Greeting
We command you that without delay by the Oaths of B. A. Fay W. M. Robinson and D. G. Crop You cause to be set off and assigned to Elizabeth Orr widow of William Orr late of said County deceased One full Equal third part of the real Estate herein after described; and that in like manner by the like Oaths of the same men you cause Partition to be made of the following Real Estate situate in said Union County, Part of Survey No. 3687 Beginning at a Stake in the East Comm'n Line owned by said William Orr thence S 65° E 25 - 5 2/3 Poles to a Stake thence S 53 W 216 Poles to a Stake thence N 64° 15' W 5 2/3 Poles to a Hickory and two ashes thence N 53 E 213 Poles to the

Return

2d Entry

Beginning Containing Sixty Three acres more or less & Also the One Sixth Part of the following described Real Estate to-wit Part of Survey No. 3687 beginning at two Sugar trees West corner of the whole Survey, thence N 5 E 212 Poles to two Hickories thence N 65 E 90 Poles to a Hickory, Sugar tree & Elm, thence S 5 W 238 poles to 2 Hickories and 2 ashes thence 64 W 90 Poles to the Beginning Containing One Hundred and three acres, And that by the like Oaths of the said men you came to set off in Common to George Orr Noah Orr & Abraham Orr the One half of the last above described tract of Land of 103 acres, And that by the same men you came the remainder of said described lands to be divided among the following persons, Subject to said Dower Estate among the persons named thereon And in the following proportions to-wit To George Orr the One tenth (1/10) part To Noah Orr the One tenth (1/10) part, To Abraham Orr the One tenth 1/10, part To Albert Orr the One tenth (1/10) part, To Oliver Orr the One tenth (1/10) part To Amanda Orr the One tenth (1/10) part, To Aaron Orr the One tenth (1/10) part To Anson Orr the One tenth (1/10) part, To Mary Orr the One tenth 1/10, part To Joshua Orr the one tenth 1/10 part In Pursuance of an Order lately made in Our Court of Common Pleas for the said County of Perry in a certain Petition for Partition and Dower Wherein the said George Orr Petitioners and Noah Orr & Others are Respondents; And that your proceedings in the premises you distinctly Certify under your hand to Our said Court forthwith — Witness my Name and the Seal of the Court of Common Pleas at the Court House in Mayersville this 25th day of June A.D. 1868 Tabn Kendall Clerk

Sheriffs Return

Sheriffs Return, As Commanded by the Foregoing writ of Partition and Dower I have Executed the same by the Oaths of B. A. Fay H. M. Robinson & D. Glover and the said Commissioners being of the Opinion that the said premises cannot be divided without manifest injury I have caused the same to be appraised, All of which will more fully appear by reference to the report of the said Commissioners herewith returned, Given under my hand this 25th day of June A.D. 1868, Total Sheriffs Cost Fees $8.70 D. B. Whipple Sheriff

Commissioners Report

George Orr Plaintiff
Against
Noah Orr Et als
} Perry County Court of Common Pleas In Partition and Dower

We Commissioners and on call of the Sheriff of said County we the undersigned according to the Command of the Writ of Partition and Dower in this cause and on oath of office being first duly sworn and upon Actual View of the premises we are of the Opinion that the said lands cannot be divided without manifest injury, and we do Estimate the value of the same clear of Dower at $640 per acre for the 63 acres and $43 per acre for the 103 acres It appearing to us that the Widow Elects to take her Dower in money instead of land, Given under Our hands this 25th day of June A.D. 1868 B. A. Fay D. Glover H. M. Robinson Commissioners

2d Entry

And afterward to wit On the 24th day of June A.D. 1868 the following Entry was made upon the Journal of said Court which reads as follows to-wit

George Orr Plaintiff
Against
Noah Orr Et als
} Partition, On motion to the Court by Mr Cook Counsel for Plaintiff, and upon producing to the Court proceedings of the Sheriff & the report and proceedings of the Commissions and thereupon motion of the said Parties Electing to take said Estate at the Valuation therein returned by said Commissioners, On motion

of the Plaintiff it is Ordered 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 clear of Dower, & thereupon to wit On the 14th day of November A.D. 1868 the following Order of Sale was issued by the Clerk of said Court which reads in the words and figures following to wit, The State of Ohio Union County ss. To the Sheriff of Union County Greeting, In Pursuance of an Order of Our Court of Common Pleas, within and for the County of Union at the May Term thereof A.D. 1868 in a certain petition for partition now pending in said Court wherein Geo. Orr is petitioner and Noah Orr & others Defendants, We Command you that without delay - You proceed to sell at Public Auction the lands and tenements in the said petition described to-wit Part of Survey No. 3687 Beginning at a Stake in the East corner of land owned by Wm. Orr, thence S 65° 20' - 53 1/3 Poles to a Stake, thence S 5° 3' W 216 Poles to a Stake thence N 64° 15' W 53 1/3 Poles to a Hickory & two Ashe thence N 5° 3' E 213 Poles to the Beginning containing 63 Acres more or less, Also Part of said Survey No. 3687 described as follows to wit Beginning at two Sycamores west corner of said Survey, thence N 5° 3' E 213 Poles to two Hickories, thence S 65° 29' E 90 Poles to a Hickory Sycamore and Elm thence S 5° 3' W 213 Poles to - Hickories and two ashes thence - 64° 15' W 90 Poles to the Beginning containing One hundred and three Acres and that your proceedings in the premises you make known to Our said Court of Common Pleas at their next term, and have you then there this writ Witness Tabe Randall Clerk of said Court of Common Pleas this 14th day of November A.D. 1868

Order of Sale

Tabe Randall Clerk

Return of Sheriff

Rec'd. this writ Nov. 14th 1868, and by advertising the within described lands & tenements for sale in the Marysville Tribune a paper published in Marysville and of General circulation in said County of Union, Sale to take place at the door of the Court House in said County at One O'clock P.M. on the 28th day of Dec. A.D. 1868, And after having advertised the same for more than Thirty days and after giving due Notice of the time and place of said sale I did on the said 28th day of Decr. 1868 offer said lands and tenements at Public Sale as advertised and Struck off the 103 Acres to William Emmett for the sum of $4.16 Cts. per Acre it being more than two thirds the appraised Value he being the highest & best bidder & was declared the Purchaser thereof. I also Struck off the 63 Acres to William Emmett for the sum of $40" per Acre it being more than two thirds the appraised Value & he being the highest & best bidder was declared the Purchaser Whole Amt of Sale 680.80 Fees $5.37

S. B. Whelpley Sheriff

Proof of Publication

And on the 25th day of January A.D. 1869 the following Notice and Proof of Publication was filed in the Clerk of said Court which reads as follows

Sheriff's Sale,
George Orr
&
Noah Orr, et al
in Chancery

Union Com Pleas,

By virtue of an Order of sale to me directed from the Court of Common Pleas of Union County Ohio, I will offer at Public Sale at the door of the Court House in Marysville, On the 28th day of December 1868 at One O'clock P.M. the following described Real Estate to-wit Part of Survey No. 3687 Beginning at a Stake in the East corner of land owned by Wm. Orr, thence S 65° 20' 53 1/3 Poles to a Stake, thence S 5° 3' W 216 Poles to a Stake, thence N 64° 15' W 53 1/3 Poles to a Hickory and two ashes, thence N 5° 3' E 213 Poles to the Beginning containing 63 Acres more or less, Also Part of Survey No. 3687 described

as follows to-wit Beginning at the Sugar tree west Corner of said Survey thence S 53 & 2/10 poles to the Hickories, thence S 65° 25' E 90 Poles to a Black Gum and Elm thence S 53 W 2 3 poles to the Beginning containing One Hundred and three acres more or less Terms One third cash day of Sale, balance in One and two years with interest

Nov 28th 1868 P. B. Hole Atty P. B. Shelpley Sheriff

The State of Ohio Union County ss: I John H. Shearer do make Oath that the Advertisement of which the annexed is a copy was published for Thirty days immediately succeeding Nov. 25th 1868 in the Marysville Tribune a News Paper of Genral circulation in Union County Ohio and of which I am the Editor and Proprietor J. H. Shearer

Sworn to and Subscribed before me this 28th day of Nov A.D. 1868

Asher Randall Clerk

And afterwards to-wit on the 3d day of February 1869 the following Entry was made upon the Journal of said Court which reads in the words and figures following to-wit

5 Entry

George Orr
&
Noah Orr et als
Court

On motion to the Court by P. B. Hole Counsel for Petitioner and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of the former Order of this Court, and the same being Examined and found by the Court in all respects in due form of law, It is Ordered that said proceedings and Sale be and the same is hereby approved and confirmed and it further appearing to the Court that Dame B Shelpley as former Sheriff of this County sold said premises & that his term has since Expired, It is therefore Ordered that the present Sheriff of this County Execute and deliver to the said Purchaser a deed in fee simple for the said lands and Tenements so sold as aforesaid, and the Court further find that Elizabeth Orr widow of William Orr deceased paid of the Down money Eighty Dollars On the Original Purchase Made by said William Orr of the said Sixty three acres of land part of the premises so sold. The Court also find that Elizabeth Orr is Entitled to Down in the Sixty three acres aforesaid. Also in the undivided half of the One hundred and ten and One fourth acre tract described in the Petition, and that the said Elizabeth has Elected to take her down in money instead of in land and that the same amounts to $761.

It is therefore Ordered by the Court that the said Elizabeth receive out of the said Eighty Dollars of the Original Purchase aforesaid

1 That the said $761 in lieu of Dower in land be in payment the same as the other parties in partition, Out of the money in the hands of the Sheriff, One third part thereof

2 being $253, 3 It is further Ordered that the Costs & Expenses of this suit & the Costs for 1868 of $36.74 Amounting in all to two hundred and ninety three & 24/100 Dollars which includes an Attorney fee of One hundred and fifty dollars to P. B. Hole One hundred dollars thereof and to D. H. Robinson Fifty; that the same be paid in the following proportions; George Orr Noah & Abram Orr each $51.80, by Albert Olin, Anson Aaron, Amanda, Mary and Dorhea Orr each $19.87, That the residue of the money in the hands of the Sheriff be divided as follows

1st Of the proceeds of One half of the 110¼ acres Amounting (after paying its proportion of the costs taxes and Expenses) to ($617 40/100) Six hundred and seventeen & 40/100 dollars be Equally

2 divided between George Noah and Abram Orr. 3 The proceeds of the sale of the other half of the 110¼ acres together with that of Sixty three acres which is in the hands of said Sheriff be distributed as follows To Elizabeth Orr, Widow of William Orr Eighty dollars ($80) for money advanced by her in the Purchase of the said Sixty three (63) acres

by the late husband William Orr, and to the said Elizabeth One third of the Down Coming two Hundred and fifty three dollars, The residue of the money in the hands of the Sheriff which came from the sale of the last half of the 110 ¼ acres and the sixty three acres amounting to One thousand & fifteen and 60/100 dollars ($1015.60) to be distributed Equally between the children of Wm Orr dec'd, who are parties to this suit to Each One Equal ten th part thereof, making One Hundred One & 56/100 dollars, That for the defend payment of said premises the said Sheriff distribute the securities as follows To Geo Soads and Abram Orr the whole amount for One half of the 110 ¼ acres amounting in all to Fifteen Hundred & Twenty Eight & 7/100 dollars, to Each of said last named Parties an Equal amount being $509.57 Each, One half on the 25th of January 1870, the Other on the 25th of January 1871 from the first of February 1869 with interest

That of the defend payments on the Other half of the 110 ¼ acres & also the sixty three acres the securities be distributed as follows 1st To Elizabeth Orr Widow of William Orr in the sum of Hundred $508.42, Half payable on the 25th of January 1870 & the Other half on the 25th of January 1871 with interest from February 1 1869

2 To Each of the said Children of Wm Orr dec'd (who are Parties to this suit) them to distribute One Equal ten th part of the residue of the securities for defend payments, amounting to Each of said parties to $270.03 One half payable on January 25th 1870 & the Other half January 25th 1871, all to draw interest from Feb 1 1869, Then is as part of the first payment a note for $88.93 On Wm Emit due Feby 15th 1870 with interest, the proceeds of which is to be divided between the parties by giving to Geo Soads and Abram Orr half of the whole and One tenths of the Other half and the Other Give the residue

Attest Faber Randall Clerk

Mc Laurina Guardian &c Pleas before the Hon S Hamilton Judge &c at a
&
L. H. Smith et als Court of Common Pleas begun and held at the Court
House in this and for the County of Union in the
State of Ohio On the 3 day of February A.D. 1869
Thereafter to wit On the 26th day of December A.D. 1868 the following petition
was filed in the Clerk of said Court which reads as follows to wit

Petition Mc Laurina Guardian of
Oscar Smith a minor Plaintiff
vs. Court of Common Pleas
L. H. Smith W. F. Smith & Union County Ohio
A. James Sterling Defendants Petition

The Plaintiff Mc Laurina says that he is the Guardian of Oscar Smith a minor child of W. B. Smith & Margaret Smith, and that he was duly appointed as such by the Probate Court of Union County Ohio On the 3rd day of August 1868 and regularly qualified Plaintiff further says that On or about the 9th day of July 1866 L. H. Smith one of the Defendants was duly appointed and qualified as Guardian of said Oscar Smith by the Probate Court of Union County Ohio, and that the Defendants L. H. Smith W. F. Smith & A James Sterling upon the grant of letters of Guardianship of the person & Estate of said Oscar Smith to said L. H. Smith by the said Probate Court of said County and under the Order of said Court, made and Executed under their Hands and Seals a bond of which the following is a copy

"Know all men by these presents That we L H. Smith W. Smith & O James Sterling of the County of Union & State of Ohio are held and firmly bound unto the State of Ohio in the Penal Sum of Two Thousand dollars for the Payment of which well and truly to be made and done we bind Ourselves Our Heirs, Executors and Administrators jointly and severally firmly by these presents. Sealed with Our seals and dated this 9th day of July A.D. One thousand Eight Hundred & Sixty Six, The Condition of the above Obligation is such that Whereas the above named L H. Smith hath by the Court of Probate of said County been appointed Guardian to the persons & Estates of Oscar Smith and Frank Smith the children of W.B. Smith and Margaret A Smith. Now if the said L H. Smith Guardian as aforesaid shall discharge with fidelity the duties devolving upon him by law as such Guardian and shall render an accurate Statement of his transactions with a just account of the profits arising and accruing from the real and personal Estate of Oscar Smith and Frank Smith said wards, and deliver up the same to the Court when thereunto required then this Obligation to be void, Else to remain in full force & virtue

Signed Sealed & acknowledged in presence of
James D Smith P Judge

(Signed) L H. Smith Seal
W. Smith Seal
O James Sterling Seal

which bond was duly approved by the Probate Judge of said County of Union and filed and recorded in his Office. Now Jun the 29th 1868 said L H. Smith then Entered upon his duties as such Guardian of Oscar Smith and received money and the property belonging to said Oscar Smith. And that afterward to wit on the 9th day of April 1868 the said L H. Smith settled in said Probate Court his accounts as such Guardian and there was then found by the consideration of said Court the sum of Three Hundred & Eleven Dollars & twelve cents ($311.12) in his hands as the Guardian of said Oscar Smith; Now Jun the 29th 1868 said L H. Smith then resigned his said Guardianship which resignation was accepted by the Court, and the said Probate Court Ordered the said L H. Smith to pay Over according to Law the said sum of $311.12 so found to be in his hands

The Plaintiff Jun the 29th says there is now due to him as the Guardian of Oscar Smith from said L H. Smith said sum of $311.12 with interest thereon from the 9th day of April 1868. And that said L H. Smith has not paid to him any part thereof; Now Jun the 29th says that the Condition in said Bond is thereby broken; And Plaintiff therefore asks Judgment against the Defendants L H. Smith W. Smith & O. James Sterling for the said sum of Three Hundred and Eleven & 12/100 Dollars with interest thereon from the 9th day of April 1868

M C Lawrence
M C Lawrence Plaintiff's Atty

The State of Ohio } Union County ss.
duly sworn says the Statements made and allegations contained in the foregoing petition are true as he verily believes

M C Lawrence

Sworn to by M C Lawrence before me and signed by him in my presence this 26th day of December A.D. 1868

Taber R Arnold Clerk

I hereby waive the issuing & service of process in this action & Enter my appearance thereon December 26th 1868 W. Smith & O. James Sterling

M C Lawrence Guardian of Oscar Smith admrs

vs.

L H. Smith et als

} Union Com Pleas
} Precipe. Mr Clerk
} You will issue a Summons

Incipe

in this action for L. H. Smith is directed to the Sheriff of Union County, returnable according to law. Endorsed "Plaintiff asks judgment for $ 311.13 and interest from April 7th 1868. December 26th 1868 M. L. Lawrence Guardian And thereupon to wit On said 26th day of Dec, 1868 the following writ of Summons was issued by the Clerk of said Court which reads as following

Summons

The State of Ohio Union County ss: To the Sheriff of Union County, You are Commanded to Notify L. H. Smith that he and Others have been sued by M. L. Lawrence Guardian of Orcan Smith a minor in the Court of Common Pleas of Union County and that unless he answer by the 2d day of January A.D. 1869 the Petition of the Plaintiff against them filed in the Clerks Office of said Court such Petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons On the 4th day of January A.D. 1869

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 26th day of December A.D. 1868 Taber Randall Clerk

(L.S.)

Return

Return of Sheriff. Received this writ Dec. 26 1868. Served Jany 2d 1869 by delivering to the Deft. a certified Copy of this writ

Total Fee $0.87

O. B. Whitsley Sheriff

And afterwards to wit On the 3d day of February A.D. 1869 the following Entry was made upon the Journal of said Court which reads in the words following

Entry

M. L. Lawrence Guardian of Orcan Smith a minor

Against

L. H. Smith et al Others

This day came the said M. L. Lawrence Guardian of Orcan Smith and the said L. H. Smith & A. James Sterling defendants came not but made default and neither party demanding a Jury this cause was submitted to the Court by the Plaintiff upon the petition, Exhibits & testimony, upon consideration whereof the Court does find for the Plaintiff as such Guardian and assess his damages by reason of the premises at the sum of Three Hundred and Twenty Six & 41/100 Dollars ($ 326.41) And the Court further finds that said H. S. Smith & A. James Sterling are Sureties for the said L. H. Smith It is therefore considered & Ordered & adjudged by the Court that the said M. L. Lawrence as such Guardian recover of said Defendants said sum of Three Hundred Twenty Six & 41/100 Dollars his damages so as aforesaid found and also his costs herein Expended taxed at $

Attest Taber Randall Clerk

M. L. Lawrence Guardian &c
vs.
L. H. Smith Etal

Pleas before the Hon D. A. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio On the 3d day of February A.D. 1869.

Be it remembered that on the 26th day of December A.D. 1868 the following Petition was filed in the Clerks of said Court which reads in the words following to wit

Petition

M. L. Lawrence Guardian of Frank Smith a minor Plaintiff

Against

L. H. Smith H. S. Smith & A. James Sterling Defendants

Court of Common Pleas Union County Ohio

Petition

The Plaintiff M. L. Lawrence says that he is the Guardian of Frank Smith a minor Child of L. B. Smith & Margaret A. Smith and that he was duly

appointed as such by the Probate Court of Union County Ohio, on the 29th day of October 1868 and regularly Qualified. She further says that on or about the 9th day of July 1866 L. H. Smith one of the Defendants was duly appointed and qualified as Guardian of said Frank Smith by the Probate Court of Union County Ohio, and that the Defendants L. H. Smith W. S. Smith and A. James Sterling upon the grant of letters of Guardianship of the person and Estate of said Frank Smith to said L. H. Smith by the said Probate Court of said County and under the Order of said Court made and Executed under their hands and seals a Bond of which the following is a copy. "Know all men by these presents That we L. H. Smith, W. S. Smith & A. James Sterling of the County of Union and State of Ohio, are held and firmly bound unto the State of Ohio in the penal Sum of Two Thousand Dollars for the Payment of which well and truly to be made and done we bind Ourselves, Our heirs Executors & Administrators, jointly and severally firmly by these presents. Sealed with Our seals and dated this Ninth day of July A.D. One thousand Eight hundred & Sixty Six, The Condition of the above Obligation is such, That whereas the above named L. H. Smith hath by the Court of Probate of said County been appointed Guardian to the person and Estate of Oscar Smith and Frank Smith children of L. B. Smith and Margaret A. Smith, Now if the said L. H. Smith Guardian as aforesaid shall discharge with fidelity the duties devolving upon him by law as such Guardian & shall render an accurate Statement of his transactions, on the a just account of the profits arising and accruing from the Real & personal Estate of Oscar Smith and Frank Smith, Minors and also in case the same to the Court when thereunto required then this Obligation to be void, else to be and remain in full Value & force

Signed Sealed & Acknowledged (Signed) L. H. Smith Seal
In presence of W. S. Smith Seal
James R. Smith P. Judge A. James Sterling Seal

Which Bond was duly approved by the Probate Judge of said County of Union and filed and recorded in his office - He further says that said L. H. Smith then entered upon his duties as such Guardian of Frank Smith and received money & other property as such and that afterwards to wit on the 9th day of April 1868 the said L. H. Smith settled in said Probate Court his accounts as such Guardian, and there was then found by the consideration of said Court the sum of Two Hundred and Twenty five 92/100 Dollars ($225.92) in his hands as the Guardian of said Frank Smith; He further says that said L. H. Smith then resigned his said Guardianship; which resignation was accepted by the Court and the said Probate Court then Ordered the said L. H. Smith to pay over according to law the said sum of $225.92 so found to be in his hands. The Plaintiff further says there is due to him as the Guardian of Frank Smith from said L. H. Smith said sum of $225.92/100 with interest from the 9th day of April 1868, and that said L. H. Smith has not paid to him any part thereof. He further says the condition in said Bond is thereby broken, and Plaintiff therefore asks judgment against the Defendants L. H. Smith W. S. Smith & A. James Sterling for the said sum of Two Hundred and Twenty five 92/100 Dollars with interest thereon from the 9th day of April A.D. 1868

M. L. Laurence

The State of Ohio, Union County ss. M. L. Laurence, Plaintiff being sworn

says the Statements made and allegations contained in the foregoing Petition
are true as he verily believes M. C. Lawrence
Sworn to by M. C. Lawrence before me & Signed by him in my presence This 26th
day of December AD 1868 Jabez Randall Clerk

Waiver I hereby waive the issuing & service of process in this action & enter my
appearance therein December 26th 1868 L. H. Smith, A. James Sterling
M. C. Lawrence Guardian of Frank Smith a Minor } Union Com Pleas

Against

Praecipe L. H. Smith Et Alg } Mor Clerk Don will

issue a Summons in this action for L. H. Smith directed to the Sheriff
of Union County returnable according to law Endorse "Plaintiff asks
judgment for $ 235 50/100 on the contract from April 9th 1868"
December 26th 1868 M. C. Lawrence Guardian &c.

Summons Thereupon to-wit On said 26th day of December 1868 the following writ of
Summons was issued by the Clerk of said Court which reads
The State of Ohio Union County ss: To the Sheriff of Union County, You
are commanded to notify L. H. Smith that he et, als have been sued by
M. C. Lawrence Guardian of Frank Smith a minor in the Court of
Common Pleas of Union County and that unless he answer by the 27
day of January AD 1869 the petition of the Plaintiff against Them filed
in the Clerks Office of said Court such petition will be taken as true and
judgment rendered accordingly. You will make due return of this
Summons on the 4th day of January AD 1869. Witness Jabez Randall
Clerk of said Court and the Seal thereof at Marysville this 26th day of
L.S. December AD 1868 Jabez Randall Clerk

Return of Sheriff. Recd. Dec 26, 1868 Served by delivering to the Defendant
a certified copy of this writ Total Fees $ 87 J. D. Whipsley Sheriff.

Entry And afterwards to-wit On the 3 day of February AD 1869 the following Entry
was Made upon the Journal of said Court which reads in the words following
M. C. Lawrence Guardian of Frank Smith a minor } This day came the

Against said M. C. Lawrence
Guardian of Frank Smith

L. H. Smith Et Alg } And the said L. H. Smith, H. A. Smith and A. James Sterling Defendants
came not but made default And neither party demanding a Jury this cause
was submitted to the Court by the Plaintiff upon the petition Exhibits & testimony
upon consideration whereof the Court does find for the Plaintiff as such Guardian
and assess his damages by reason of the premises at the sum of Two Hundred
and Thirty Seven Dollars ($ 237) And the Court further finds that said
H. A. Smith and A. James Sterling are sureties for the said L. H. Smith
It is therefore considered, Ordered and adjudged by the Court that the said
M. C. Lawrence as such Guardian recover of the said Defendants
said sum of Two Hundred and Thirty Seven Dollars ($ 237 00/100) his dam-
ages as aforesaid assessed and also his Costs herein expended taxed
to $

Jabez Randall Clerk

Thomas Dejoode } Pleas before the Hon D Monklin Presiding Judge at a Court
vs. } of Common Pleas begun and held at Marysville within
Isaac McAllister } and for the County of Union in the State of Ohio on the
3d day of February AD 1869 Continued on to and on the 22d day of Dec
AD 1868 The following Petition was filed with the Clerk of said Court which reads
as follows to wit

Petition

Thomas Dejoode Plaintiff
Against
Isaac McAllister Defendant

Court of Common Pleas
Union County Ohio
Petition The Plaintiff says: This
action is founded upon a promissory Note for the unconditional payment
of money only of which the following is a copy with the Credits thereon

November the 12th 1860

One day after date I promise to pay Thomas Dejoode or bearer One hundred
and forty dollars for Value rec^d Isaac McAllister

On the back of the note is the following Endorsement November the 14 1861
Received Ten Dollars on the within The Plaintiff says That the above
described Note was given by the Defendant Isaac McAllister but was
signed by him Isaac Allister, The Plaintiff says there is due from the defend
ant to him on said Note the Sum of One hundred and Forty nine ($149)
dollars with interest from the 14th day of November 1861 and for which
the Plaintiff asks Judgment Porter & Sterling Attys for Plaintiff
State of Ohio Union County ss A James Sterling being first duly sworn says
that he is one of the Attorneys duly authorized to act in the foregoing suit, and
the fore thereof states that the Plaintiff is a non resident of Union County
Ohio, The Affiant states that the facts stated and the allegations made
in the foregoing Petition are true as he believes A James Sterling
Sworn to before me by A James Sterling and signed by him in my presence
this 21st day of December 1868 Saba Randall Clerk

Affidavit

To the Clerk Issue Summons in the above suit Endorse Paid on Note, Am
ount claimed $ 149 and the interest from the 14th day of November 1861
Porter & Sterling Attorneys for Plaintiff

Summons

And Summons to wit on said 22d day of December 1868 the following writ of Summons
was issued by the Clerk of said Court which reads as follows

The State of Ohio Union County ss To the Sheriff of Union County You are com
manded to Notify Isaac McAllister that he has been sued by Thomas Dejoode
in the Court of Common Pleas of Union County and that unless he answer by the 2d
day of January AD 1869 the Petition of the Plaintiff against him filed in the Clerks
Office of said Court Such petition will be taken as true and judgment rendered
accordingly, You will make due return of this Summons on the 4th day of January
AD 1869, Witness Saba Randall Clerk of said Court and the Seal thereof
at Marysville this 22d day of December 1868 Saba Randall Clerk

L.S.

Return

Return of Sheriff Rec^d this writ Dec^r 22d 1868 Served Dec^r 24th 1868 by del
ivering to the Deft a certified copy of this writ Fees $1.77 D B Whelpley Sheriff

And afterwards to wit on the 3d day of February AD 1869 the following Entry was
made upon the Journal of said Court which reads in the words & figures following

Thomas Dejoode } This day came the Plaintiff by his Attorneys and submitted
vs. } this cause to the Court, the Defendant being in default for
Isaac McAllister } want of Answer, Whereupon the Court do find that the

Defendant Owes to the Plaintiff the Sum of Two Hundred and Thirteen 51/100 Dollars ($ 213,51) in Manner and Form as the Plaintiff in his petition hath in that behalf alleged, Whereupon it is Considered and Adjudged that said Thomas Dejon Recover of the said Isaac M.c Allister the said Sum of Two hundred and Thirteen 51/100 dollars ($213,51) his debt aforesaid also his Costs in this behalf Expended Execution to

Attest Saber Randall Clerk

William Westlake }
vs. } Plea before the Hon D. Conklin Presiding Judge at a
James Mellz & } Court of Common Pleas begun and held at the Court
Lewis Mellz } House in Marysville within and for the County of Union
in the State of Ohio on the 1st day of February A.D. 1869

Be it remembered that on the 19th day of December A.D. 1868 the following petition was filed in the Clerks office of said Court which reads in the words following to wit

William Westlake Plaintiff } Union County Ohio }
vs. } Court of Common Pleas
James Mellz & } Petition.
Lewis Mellz }

The said Plaintiff says there is due him from said defendants on their promissory note a copy of which is here to attached the sum of One hundred and twenty five dollars with interest thereon from the first day of April 1868 and therefore the Plaintiff asks judgment against said defendants for said sum of One hundred and twenty five dollars & interest thereon from April 1st 1868 Robinson & Robinson Attys for Plff.

The State of Ohio, Union County ss D. H. Robinson being duly sworn deposes and says he believes the several allegations of the foregoing petition are true & the said action is for money only on a promissory note in writing in his hands for collection as attorney for the said Plaintiff. D. H. Robinson

Sworn to before me & Signed in my presence this 19 day of December 1868
Saber Randall Clerk

Praecipe Issue Summons & Endorse Suit on Note for $125 with interest from April 1 1868
D & R for Plaintiff

And thereupon to wit on said 19th day of December A.D. 1868 the following writ of Summons was issued by the Clerk of said Court which reads

Summons. The State of Ohio Union County ss: To the Sheriff of Union County You are commanded to notify James Mellz and Lewis Mellz that they have been sued by William Westlake in the Court of Common Pleas of Union County and that unless they answer by the 16th day of January A.D. 1869 the petition of the Plaintiff against them filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 4th day of January A.D. 1869 Witness Saber Randall Clerk of said Court and the Seal thereof at Marysville this 19th day of December 1868
Saber Randall Clerk

L.S.

Return Return of Sheriff Rec'd this writ Dec 19 1868 Issued Dec 26th 1868
by delivering to each of the Defendants a certified copy of this writ
Total Fees $ 1.77
J. D. Phelps Sheriff

Entry

of Lewan to sit on the 1st day of February A.D. 1869 the following Entry was made upon the Journal of said Court which reads in the words & figures following

William Westlake } This day came the Plaintiff but the Defendants
vs. } came not but made default and this cause
James Mills & Lewis Mills } was submitted to the Court - Whereupon the
Court being fully advised in the premises do find the allegations of the petition to be true, and that is due the Plaintiff from the Defendants in manner and form as alleged against them the sum of One Hundred and Thirty 67/100 Dollars. It is therefore considered and adjudged by the Court that Plaintiff recover of Defendants said sum of $ 130 67/100 Dollars & costs of suit taxed to $ and it appearing that Defendants have paid $ 101 since the suit was commenced the same is ordered to be endorsed on this Judgment

Attest Isaac Randall Clerk

Petition

Pollard & Vanderen } Pleas before the Hon. J. Hamlin Presiding Judge at a
vs. } Court of Common Pleas began and held at the Court house
C. C. & Ia. Central R. Ry Co } in Marysville within and for the County of Union and
State of Ohio } On the 2d day of February A.D. 1869. Continued on the 4th day of
November A.D. 1868 the petition of the Plaintiffs was filed in the Clerk of said
Court which reads in the words following to wit

John M Pollard &
David Vanderen Plaintiffs
vs.
The Columbus Chicago &
Indiana Central Railway
Company Defendant
Darby T. P. in the County
David Vanderen say that
of May 1868 was the Owners & Occupiers of a certain Railroad leading
from to passing through the aforesaid County of Union, and of
certain Cars and Locomotives running thereon and the Plaintiffs for
their say that they own the Owners and possessed of a certain large and
valuable Corn, which said Corn casually and without the fault of the
Plaintiffs but by reason of the want of sufficient cattle Guards, fences
and Crossings to Enclose said road as required by law Strayed in and
upon said track and Grounds occupied by the said Railroad of the
Defendants, and the said Plaintiffs further say that the said defendant
by its Agents and Servants, not regarding its duty in that respect, so carelessly
and negligently ran and managed said Locomotive and Cars that the same
ran against and over the said Corn of the said Plaintiffs and killed &
destroyed the same to the damage of the said Plaintiffs of Two Hundred
and Twenty Five Dollars Wherefore Plaintiffs ask judgment against
the said Defendants for the sum of $ 225 00 their damages as aforesaid
& such other relief as the Court may deem just

Reed, Randall & Cannon Attys for Plaintiffs

The State of Ohio Union County ss: John M. Pollard being first duly sworn says that the facts set forth in the allegations made in the foregoing petition are as he verily believes true

John M. Pollard

Sworn to before me and signed in my presence this 31st day of October A.D. 1868

James Ketch J.P.

Entry made upon the Journal of said Court Feb 2d 1869

John M. Pollard & David Vanduren vs. The Columbus Chicago & Indiana Railway Company } Civil action

Entry

And now came the said John M. Pollard & David Vanduren by Randall & Cannon their Attorneys and the said defendant having failed to demur or answer the petition of the said John M. Pollard & David Vanduren and now the Party demanding a Jury, This cause is submitted to the Court upon the petition and Evidence, and the Court after hearing the Evidence being fully advised in the premises do find that the said John M. Pollard & David Vanduren has sustained & ought to recover their damage by reason of the premises, and the Court on the agreement of the said plaintiffs do assess their damages in the sum of Two Hundred & thirty five & 7/100 Dollars ($235,12) It is therefore considered Ordered and adjudged by the Court that the said Plaintiffs recover against the said defendant the sum of Two Hundred and thirty five & 12/100 Dollars their damages in form aforesaid assessed & also their costs in and about their suit in that behalf Expended taxed to Dollars

Attest Saber Randall Clerk

Carlon Harper vs. The Columbus Chicago & Indiana Central R.R. Co. } Pleas before the Hon. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio on the 2d day of February A.D. 1869, Heretofore on the 4th day of November A.D. 1868 The Petition of the Plaintiff was filed in the Clerks of said Court and reads as follows to wit

Petition

Carlon Harper Plaintiff vs. The Columbus Chicago & Indiana Central Railway Company Defendant } Court of Common Pleas of Union County Ohio

Petition - This cause coming on from the Docket of A.D. Doolittle J.P. of said County, The Plaintiff Carlon Harper says that the Defendant before and at the time of committing the grievances hereinafter mentioned to wit On or about the 20th day of September 1867 was the Owner and Occupier of a certain Rail Road leading from - passing through the said County of Union and of certain Cars and Locomotives running thereon, And the Plaintiff further says that he was the Owner and possessed of a large Black Horse Colt 18 months old which said Horse casually and without any fault of said plaintiff but by reason of the want of sufficient Cattle guards, fences, and proper to Enclose said road as required by law, Strayed in and upon said track and grounds, occupied by the said Rail Road of the said defendants, And the Plaintiff further says that the said defendant by its agents and Servants not paying and performing its duty in that respect so carelessly and negligently ran and managed the said Locomotive and Cars that the same ran against and over the

Petition

Said sum of the said Plaintiff and Costs and Disbursements this same to the damage of the said Plaintiff of ($75.00) Seventy five Dollars

Whereupon Plaintiff prays judgment against the said defendant for the sum of $75.00 and such other relief as in Justice he Entitled

Rice Randall & Cannon attys for Plaintiff

State of Ohio } Union County ss The said Plaintiff Enelon Harper being Sworn says that the facts stated and allegations set forth in the foregoing petition are as he verily believes true Enelon Harper

Sworn to before me and Subscribed in my presence this 31st day of October 1868

James Ketch J.P.

Afterward to wit On the 2d day of February AD1869 the following Entry was made upon the Journal of said Court which reads in the words & figures following

Entry

Enelon Harper
vs.
The Columbus Chicago & Indiana Central Railway Company

And now comes the said Enelon Harper by Randall & Cannon his Attorneys & the said defendant having failed to demur or answer the petition of the said Enelon Harper and this cause coming on for hearing a Jury this cause was submitted to the Court upon the petition and Evidence, and the Court after hearing the Evidence and being fully advised in the premises do find that the said Enelon Harper hath sustained & ought to recover his damages by reason of the premises and the Court on the Consent of the said Plaintiff do assess the damages of the said Plaintiff to the Sum of Eighty one Dollars and fifteen cents ($81,15) It is therefore Considered, Ordered and adjudged by the Court that the said Plaintiff recover against said Defendant the Sum of Eighty one & 15/100 Dollars his damages in form aforesaid & press and also his Costs in and about his suit in that behalf Expended taxed to $ Dollars and cents

Attest John Randall Clerk

Thomas Bancroft
vs.
Ann Virginia Bancroft

Pleas before the Hon D. Monklin Presiding Judge at a Court of Common Pleas begun and held at Marysville within and for the County of Union in the State of Ohio on the 28th day of January AD 1869 Continued on to wit on the 17th day of July 1868 the following petition was filed in the Clerks of said Court which reads in the words following to wit

Court of Common Pleas
Union County Ohio }

Thomas Bancroft Plaintiff
vs.
Ann Virginia Bancroft Defendant

Petition for divorce

Petition

The said Plaintiff says he is a bona fide resident of said County of Union Ohio & has been such for more than One year last past, That said Plaintiff & Defendant were lawfully married in said County of Union on or about the 15th day of April 1860, The Plaintiff has always conducted himself as a faithful husband to her ever since said marriage, but the Defendant in violation of her marriage vows did on the 4th of June 1868 & at other times commit adultery with One Hannah Lansdown and has committed adultery with other persons to Plaintiff unknown in the month of April 1868 and at divers other times to the plaintiff unknown The defendant resides in said County of Union

Thereupon Plaintiff asks a decree of divorce from his said wife
Robinson and Robinson Attys for Plff
And on the 20th day of July A.D. 1868 the following writ of Summons was
issued by the Clerk of said Court which reads as follows to-wit
The State of Ohio Union County ss: To the Sheriff of Union County: You
are commanded to notify Ann Virginia Bancroft that She has been sued by
Thomas Bancroft in the Court of Common Pleas of Union County and
that unless She answer by the 22d day of August A.D. 1868 the Petition of the Plain-
tiff against her filed in the Clerks Office of said Court such petition will
be taken as true and judgment rendered accordingly. You will make
due return of this Summons on the 3d day of August A.D. 1868
Witness Saber Randall Clerk of said Court and the Seal thereof at Marys-
ville this 20th day of July 1868 Saber Randall Clerk
Return of Sheriff Rec'd this writ July 20th 1868. Issued July 21st 1868 By de-
livering to the Defendant Ann Virginia Bancroft a certified copy of this writ
also a certified copy of Petition Total Fees $1.12 D.B. Philpley Sheriff
And afterwards to-wit On the 28th day of January A.D. 1869 the following Entry was
made upon the Journal of said Court which reads as follows to-wit

Entry — Thomas Bancroft vs. Ann Virginia A Bancroft — Divorce — This day came the Plaintiff and submitted this cause to the Court upon the pleadings & Evidence whereupon the Court being fully advised in the premises do find the Jurisdictional allegations of the petition to be true, and that defendant has been guilty as in said petition alleged, It is therefore considered, ordered and adjudged by the Court that said Marriage contract be dissolved & that said parties be divorced on account of said Guilt of said defendant And it is further Ordered that the plaintiff pay the costs of this proceeding taxed to & within ten days and in default thereof that Execution issue therefor

Attest Saber Randall Clerk

William Hall vs. S. M. Kinkin — Pleas before the Hon. D. Konklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the First day of February A.D. 1869, Monday to-wit On the 25th day of Dec'r 1868 the following petition was filed in the Clerks Office of said Court which reads in the words and figures following

Petition — Wm Hall Plaintiff vs. S. M. Kinkin Deft — Court of Common Pleas Union County Ohio
Petition The said Plaintiff says there is due
him from the Defendant on the promissory note
a copy of which is here to attached the sum of One hundred and seventy
two & 00/100 Dollars with interest from the first day of December 1865
Therefore the plaintiff asks judgment against the said defendant for said
sum of One hundred and Seventy two & 00/100 dollars with interest from Dec'r 1
1865
Robinson & Robinson Atty's for Plaintiff
The State of Ohio Union County ss: D. J. H. Robinson being duly Sworn
upon oath say I believe the Jurisdictional allegations of the foregoing petition are
true, and that I am Attorney for the Plaintiff and the said
action is for money only on a written promissory note in my

Possession for collection D. H. Robinson

Sworn to before me & Signed in my presence by this 23d of Dec, 1868

Saba Randall Clerk

Issue Summons & Endorsed, "Suit on note for $172.50 with interest from Dec 1 1868

Robinson & Robinson attys for Plaintiff

Summons to wit on the 23d day of December 1868 the following writ of Summons was issued by the Clerk of said Court which reads in the words following to-wit

The State of Ohio } Union County ss To the Sheriff of Union County, Greeting

You are commanded to notify D. M. Kinnikin that he has been sued by William Hall in the Court of Common Pleas of Union County and that unless he answer by the 28th day of January A.D. 1869 the Petition of the Plaintiff against him filed in the Clerks office of said Court such petition will be taken as true and Judgment rendered accordingly You will make due return of this Summons on the 4th day of January AD 1869 Witness Saba Randall Clerk of said Court and the Seal thereof at Marysville this 23d day of December 1868

Saba Randall Clerk

Return of Sheriff Rec'd Dec 28th 1868, Served by leaving a certified copy of this writ at the residence of the Deft. Dec 28th 1868 Fees $1.37 D B Whalley Sheriff

And afterwards to-wit on the First day of February 1869 the following Entry was made upon the Journal of said Court which reads as follows to-wit

Wm Hall } This day came the Defendant Plaintiff but Defendant
vs. } made default. Whereupon this cause was submitted to
D. M. Kinnikin } the Court and the Court being fully advised in the premises
do find for the Plaintiff and that is due him One hundred and
seventy four 22/100 Dollars in manner and form as alleged & admitted by him
It is therefore considered ordered & adjudged by the Court that the
Plaintiff recover of Defendant the sum of One hundred & seventy
four 22/100 dollars and costs of suit taxed to $

Saba Randall Clerk

Nathan Riddle & Co. } Plea before this Hon D. Kinnikin Presiding Judge at a
vs. } Court of Common Pleas Sym and held at the Court
Shannon Bailey } House in Marysville within and for the County of
Union and State of Ohio } on the 25th day of April 1869. Petition on
the 6th day of August 1868 the following petition of the Plaintiff was filed
on the Clerks of said Court which reads in the words and figures following
Nathan Riddle & Co a partnership firm }
Plaintiffs } Union Common Pleas
vs. } Ohio }
Shannon Bailey Defendant } Petition The Plaintiffs say - that they
are a partnership firm doing business in the State of Ohio } that in copartnership
Nathan Riddle & Co. is the name & Style by which they are generally known
No 1 That on the 17th day of April AD 1866 the Defendant Shannon Bailey made Executed
& delivered to Samuel Tate Executor of D. Kinnikin deceased his promissory note of
that date & thereby promised to pay to said Saml Tate as said Executor or order
the sum of $ 78.00 in One year after date with interest from date for value received
a copy of said note is hereto attached - with the Endorsement thereon
2 On the First day of December AD 1866 the said Saml Tate as said Executor

for full value to him paid, sold Endorsed & delivered said note to Plaintiff
Which is now due on said note the sum of $ 78 00/100 with interest thereon from the 17th day
No II, of April AD 1866, On the 17th day of April AD 1866 the Defendant Shannon Bailey
Made, Executed & delivered his promissory note of that date to Samuel Yates Exec
utor of L D Bolton dec'd and Or Order & thereby promised to pay to said Yates as
Executor the sum of 78 00 in two years after date for Value received with interest
from date, A copy of said note with its Endorsements thereon is Which is
2 On the 1st day of December AD 1866 the said Samuel Yates as said Executor sold
Endorsed and delivered said note to Plaintiffs for full value to him paid
Which is now due on said note the sum of $ 78 00 with interest thereon from the
17th day of April AD 1866
No III, On the same said 17th day of April AD 1866 the Defendant Shannon Bailey made
Executed & delivered his promissory Note of that date to Samuel Yates Executor of
L D Bolton dec'd and thereby promised to pay said Yates as Executor or
Order the sum of $ 78 00 for value received with interest in three years from
the date thereof, A copy of said note with the Endorsements thereon is
2 Which is attached, On the 1st day of December AD 1866 the said Yates as
such Executor sold Endorsed & delivered said note to Plaintiffs for
full value to him paid, The said three notes were given for the purchase money
of the following described lands sold by the said Yates Executor to the said Shannon
Bailey by Title Bond which said Title Bond was also assigned & is now in possession
of the Plaintiffs together with an Escrow deed executed by the said Executor to
the Defendant & placed in the hands of the Plaintiffs to be delivered on full
payment of the said notes - said lands are situated in the County of Perry
State of Ohio Part of Survey 9919 beginning in a corner B. S. E. corner to Doolys
land Thence N 9 45 W 78 Poles to a Stake in the Original N. line of said Survey
Thence N. 80 1/2 E 84 Poles to a Stake in the line of E. Bailys land Thence S 9 45 E
with Bailys line to his corner in the road before mentioned Thence S 78 1/2 W
84 Poles to the beginning containing 36 acres more or less By the terms of said
Title Bond the Defendant is required to pay all taxes that may be assessed
thereafter to be assessed on said lands The Plaintiffs ask Judgment against the
Defendant for the sum of $ 156 00 with interest from April 17th 1866 & for an Order
& decree to sell the said premises to satisfy the same in default of Payment within a
day to be fixed by the Court & for such further Order & decree as to such
Court may seem Equity & Justice may require - & the Plaintiffs now here bring the
said deed into Court to be delivered to the said Defendant or other person whom
the Court may Order on the final payment of said notes or sale of said premises
West Walker & Kennedy Attys for Plaintiffs
State of Ohio Logan County ss: Robt Lamb being first duly sworn says he
is one of the Plaintiffs in the above cause & that the matters & facts set forth in the
foregoing petition are true as he verily believes R Lamb
Sworn to & subscribed before me & in my presence by Robt Lamb this 3d day of
August AD 1868 Notarial Seal R B Lynch Notary Public
Precipe Issue Summons for Defendant returnable according to law - Endorsed thereon
"Amount claimed $ 156 00 with interest from the 17th day of April
AD 1866
West Walker & Kennedy Plaintiffs Attorneys
Thereupon to wit On said 6th day of August 1868 the following writ of Summons
was issued by the Clerk of said Court which reads in the words following to-wit

Summons

The State of Ohio Union County ss. To the Sheriff of Union County You are Commanded to Notify Shannon Bailey that he has been sued by Rutan Riddle and Co, in the Court of Common Pleas of Union County and that unless he answer by the 5th day of September A.D. 1868 the Petition of the Plaintiffs against him filed in the Clerks Office of said Court such Petition will be taken as true and Judgment rendered accordingly - You will make due return of this Summons on the 17th day of August A.D. 1868, before John Randall Clerk of said Court and the seal thereof at Marysville this 6th day of August A.D. 1868

John Randall Clerk

Return

Return of Sheriff Rec'd Aug 6th 1868 - Served Aug 10th 1868 by delivering to the defendant a certified copy of this writ Fees $ 3.17 J. B. Whipley Sheriff

Entry

Allowance to writ on the 9th day of November 1868 the following Entry was made upon the Journal of said Court which reads in the words and figures following to wit

Rutan Riddle & Co a Partnership &c
vs.
Shannon Bailey

The Defendant failing to answer is adjudged to be in default

Whereupon this cause is by the Plaintiffs submitted to the Court, who finds the allegations of the Petition to be true and that there is due to Plaintiffs from the Defendant on the first two Notes in the Petition filed Out $ 179.66 which sum with interest and costs he is adjudged to pay to Plaintiffs within five days from this date and in default thereof that said premises be sold by the Sheriff as upon Executions at law and the money brought into Court to await Our Order - As to the Note not yet due this cause is continued - all other questions are reserved

And afterwards to wit on the 23d day of February A.D. 1869 the following Entry was made upon the Journal of said Court and reads as follows to-wit

2d Entry

Rutan Riddle & Co
vs.
Shannon Bailey
} Judgment on last Note

This day on motion of Plaintiffs attorneys and it appearing to the Court that the last Note mentioned in the Petition is now due and the Defendant still being in default - It is considered Ordered & adjudged by the Court that the said Plaintiffs recover of the said Shannon Bailey the amount due on said last Note, and the Court on the consent of the Plaintiffs finds that there is due to said Plaintiffs from defendant on said Note the sum of $ 92.11 which sum with accruing costs and interest he is adjudged to pay to said Plaintiffs within five days from this date and in default thereof that said premises be sold as upon Executions at Law and the money brought into Court

Attest John Randall Clerk

Meilla & Co
vs.
Hetrick & Rowland

Pleas before the Hon J. Monklin Presiding Judge at a Court of Common Pleas began and holden at the Court House in Marysville within and for the County of Union and State of Ohio on the 20th day of April 1869

Petition

Had on the 22d day of September 1868 the following petition was filed with the Clerk of said Court which reads as follows to wit

Court of Common Pleas
Union County Ohio

George & Philip Meilla partners in name of Meilla & Co Plaintiffs

Against

Rowland & Hetrick partners in name Hetrick & Rowland

Petition

Plaintiffs George & Philip Meilla partners in name of Meilla & Co. Complain of S. Rowland & Hetrick partners in name of Hetrick & Rowland & say there is due them from the defendants for cash advanced by Plaintiffs as follows, One Hundred and Fifty Dollars July 9, 1866 & One Hundred Dollars Aug 9 1866, subject to a credit of One Hundred and Eight & 78/100 Dollars paid Nov 10, 1866, There is now due Plaintiffs from Defendants as per account a copy of which is here to attached Plaintiffs ask judgment against defendants for said sum of One Hundred and forty six & 42/100 Dollars balance due on said account for cash advanced to Defendants by plaintiffs at defendants request

Robinson & Robinson Attys for Plaintiffs

The State of Ohio Union County ss I D. K. Robinson being duly sworn depose and say I am one of the Attorneys of Plaintiffs in the foregoing action and the Plaintiffs are not residents of the said County of Union and I believe the allegations of the foregoing petition are true D. K. Robinson

Sworn to before me and signed in my presence this September 22 1868

Saba Randall Clerk

Issue Summons & Endorse Suit for $ 156 42 on account from May 14 1868 for cash advanced by Plaintiffs to the Defendants"

Robinson & Robinson Attys for Plffs

And thereafter to wit on said 22 day of Sept. 1868 the following writ of Summons was issued by the Clerk of said Court which reads as follows

Summons

The State of Ohio Union County ss To the Sheriff of Union County, Greeting Command Hetrick and Rowland that they be and appear by Meilla & Co in the Court of Common Pleas of Union County and that unless they answer by the 24th day of October A.D. 1868 the petition of the said Plaintiff against them filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly You will make due return of this Summons on the 5th day of October A.D. 1868, Witness Saba Randall Clerk of said Court and the Seal thereof at Marysville this 22d day of September A.D. 1868

Saba Randall Clerk

Return

Return of Sheriff, Rec'd Sept 22 1868 Served Sept 28th 1868 by delivering to each of the defendants a certified copy of this writ

Fees $ 3.67

D. B. Shipley Sheriff

And afterwards to wit on the 31st day of Oct 1868 the following ~~petition~~ motion was filed with the Clerk of said Court which reads as follows to wit

Motion

Meilla & Co vs. Rowland & Hetrick } Court of Common Pleas Union County Ohio

Motion. The Plaintiffs move that defendants be required to make their answer more definite and certain in this that

they shall State definitely whether or not they mean to charge the Plaintiffs with
not selling the lumber came by them from Defendants to sell on commission
2° Whether they mean to be understood as charging that Plaintiffs became
said lumber to sell on commission and then neglecting to sell the same
converted the lumber to their own use. Also Strike Out all of the words
"forty two cents" - Also Reinstate his Journal Entries Robinson & Robinson Attys for Pltffs
And on the 3 day of February 1869 the following Answer was filed in the
Clerk of said Court which reads in the words following to - wit
Miller & Co Plaintiffs } Court of Common Pleas
vs. } Union County Ohio
Hetrick & Rowland Defts } Answer to Plaintiffs petition
Defendants
Say they deny each and every Allegation Contained therein
Lucy Randall & Common Defts Attys
State of Ohio Union County ss S. S. Hetrick one of the above Defendants
being duly Sworn says that the allegations in the above answer contained are true as
he verily believes
Samuel S Hetrick
Sworn to before me and subscribed in my presence this 3 day of Feb 1869
Saba Randall Clerk
And on said 3 day of February AD 1869 the following Entry was made upon the
Journal of said Court which reads in the words and figures following to - wit
Miller & Co } This cause came on to be heard on the motion to strike
vs. } out - Whereupon the Court sustain the motion and
Entry Hetrick & Rowland } Order all of the answer after the word "forty two" to be
Struck out as irrelevant matter - and thereupon leave given to file answer
at once - And thereupon came the parties and submitted this cause
to the Court upon the issues joined having waived a Trial by Jury
Whereupon the Court being fully advised in the premises by the proofs do find
for the plaintiffs and assess their damages at One Hundred and
Sixty two Dollars. It is therefore considered, Ordered & adjudged
by the Court That the Plaintiffs recover of the defendants said sum of One
Hundred and Sixty two dollars and their costs and charges herein expended
taxed at $ And thereupon the Defendants demanded a second
Trial under the Statute which was allowed by the Court and Bond
fixed at $ 325. And afterwards to wit on the 25 day of February AD 1869
the following Second Trial Bond was filed in the the Clerk of said Court of
2d Trial Common Pleas of Union County which reads in the words following to wit
Bond Know all men by these presents that we S. S. Hetrick Hanna S. Rowland &
Thomas Moon are held and firmly bound unto Miller & Company of
New York in the penal sum of Three Hundred and Seventy Five Dollars,
the payment of which well and truly to be made we do hereby jointly
and severally bind ourselves our heirs Executors and administrators
Sealed with our seals and dated this 13th day of February 1869
The condition of this Obligation is such that whereas Hetrick & Rowland
have Entered on the records of the Court of Common Pleas within and
for the County of Union in the State of Ohio at the January Term thereof
1869 Notice of their intention to demand a second Trial in the case
of Miller & Co vs. Hetrick & Rowland according to the Statute in
such cases made and provided and the Costs and the Court
having fixed the amount of the undertaking to be given in this case

at the sum of $335. Now therefore if the said Kitrick & Rowland shall abide and perform the Order and judgment of said Court of Common Pleas and shall pay all moneys and costs and damages which may be required of or awarded against them consequent upon such second Trial, then this Obligation shall be Void - otherwise in full force and Virtue in law)

(Kitrick & Rowland)

Saml. A. Kitrick Seal
Shannon A. Rowland Seal
Thomas Moon Seal

I approve the above Bond with the Sureties thereto this 20th day of Feb 1869
Sober Randall Clerk

And afterwards to wit on the 20th day of April AD 1869 the following Entry was made on the Journal of said Court which reads as follows to wit

Entry

Kitrick V
Miller & Co Plffs
V.
Kitrick & Rowland Defts

2d Trial - This day came the parties by their attorneys and submitted this cause to the Court - Whereupon the Court being fully advised in the premises do find for the Plaintiffs and that there is due them from Defendants as alleged against them the sum of $176.11 It is therefore considered, Ordered and adjudged by the Court that said Plaintiffs recover of said Defendants said sum of One Hundred and Seventy six 11/100 Dollars & their costs herein Expended taxed at $
By agreement of parties and the Security in 2d Trial - Stay of Execution on this judgment is allowed to the first of August next

Attest Sober Randall Clerk

W. W. Woods
V.
Perry A. Kinkead &
I. M. Kinkead

Stay bfore the Hon I. Conklin Presiding Judge of a Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 3d day of May AD 1869 Thereafter to wit on the 30th day of April AD 1869 the following Petition was filed in the Clerks office of said Court which reads in the words and figures following to wit

Petition

W. W. Woods Plaintiff
Against
Perry A. Kinkead &
I. M. Kinkead Defts

Court of Common Pleas
Union County
Petition The Plaintiff says

1 This Action is founded upon a promissory Note of which the following is a copy "Marysville Ohio September 3 1866" On the 1st of January 1868 as principal debtors we jointly and severally promise to pay to W. W. Woods Or Order Two Hundred Fifty Nine 38/100 dollars for Value received with interest from date payable annually. "And we hereby authorize with Demand of Payment of this Note and Authorize any Attorney at Law to appear for us Or Either of us at any time after the same shall become due in any Court of Record in the State of Ohio Or Elsewhere and confess a Warrant Issuing and Service of Process and confess judgment against us Or Either of us in favor of the holder of this Note and interest payable annually after the same shall become due together with Costs of Suit, and release all Errors and waive all right of Appeal in this behalf witness Our Hands & Seals this 3d day of September 1866 Signed Perry A. Kinkead Seal I. M. Kinkead Seal

2 For a second cause of Action Plaintiff says - that indebted to him as aforesaid

Entry

3d

4th

Answer

Promissory note of which the following is a copy "Marysville Ohio September 3rd 1866"
On the 1st day of January 1867 after date we jointly and severally promise to pay
to W. W. Woods or Order Two Hundred Dollars for value received with interest"
we hereby dispense with Demand of payment of this Note and authorize any Attorney
at Law to appear for us or either of us at any time after the same shall become due in
any Court of Record in the State of Ohio or Elsewhere and waive the issuing and
Service of process and confess a Judgment against us or either of us in favor of the
holder or holders of this Note for the Amount of the said Note and interest payable
annually after the same shall become due together with Costs of Suits, and release
all Errors and waive all right of Appeal in this behalf Witness Our Hands and
Seals this 3rd day of September 1866 Signed Perry A. Kinikin Seal D. M. Kinikin Seal

3d Now on No Credits on said Note, 3 Now is due from the Defendants to the
Plaintiff On the Note first described Two Hundred and Fifty Nine 37/100 dollars
4th with interest from September 3rd 1866 4th And there is due from Defendants to
Plaintiff On the Note described as the 2nd cause of Action the Sum of Two Hundred
and Dollars with interest from said Sept. 3rd 1866, For which two sums with
interest from date Plaintiff asks Judgment P. B. Cole Atty for Plaintiff
State of Ohio Union County ss. W. W. Woods being first sworn says the facts
Stated and Allegations made in the foregoing Petition is believes to be true

W. W. Woods

Sworn to & Subscribed before me and Signed by W. W. Woods in my presence
April 30 1869 Jabez Randall Clerk

And thereupon to wit on said 30th day of April 1869 the following Cause was filed with
the Clerk of said Court which reads as follows to wit

Transcript W. W. Woods Plaintiffs } Union Common Pleas
against }
Perry A Kinikin & } Cause
D. M. Kinikin Defts }

D. M. Kinikin by A. J. Sterling their Attorney who by Virtue of two warrants of
Attorney for that purpose Executed and now produced to the Court and duly
proved doth waive the issuing and service of process and confesses that the defend-
ants do owe the Plaintiff the Sum of Five Hundred and Thirty Five & 69/100
Dollars ($535.69) as alleged in Plaintiffs Petition and judgment is confessed for
same And by Virtue of said Two Warrants of Attorney all Errors are released
and Exemption of Appraisement waived
And thereupon to wit on the 3rd day of May A.D. 1869 the following Entry was made
upon the Journal of said Court which reads in the words and figures following to wit

Entry W. W. Woods } Cognovit } And now Come the said W. W. Woods
vs } by P. B. Cole his Attorney and files his Petition
Perry A Kinikin & } against the said Perry A. Kinikin and D. M. Kinikin and
D. M. Kinikin } A. Haney Sterling Esq One of the Attorneys of this Court in behalf of said Perry A. Kinikin
and D. M. Kinikin and by Virtue of two warrants of Attorney for that purpose Executed
and now produced to the Court & duly proven waiving the issuing & Service of process and
confessing that the said Perry A. Kinikin and D. M. Kinikin do owe the said Plaintiff the
said sum of $535.69 as the said Plaintiff hath in his said Petition set forth, It is therefore
Considered that the said W. W. Woods do recover from the said Perry A. Kinikin
and D. M. Kinikin the said Sum of $535.69 So confessed to be due

And also his costs in this behalf Expended and to be Expended and by virtue of the same warrant of Attorney all Errors on pleadings and all right of Appeal waived by the said Perry C. Hinkin and D. M. Hinkin

Attest Isaac Randall Clerk

W. W. Woods } Pleas before the Hon D. J. Conklin Presiding Judge of a Court
Against } of Common Pleas begun and held at the Court House
Daniel H. Hinkin & } in Marysville within and for the County of Union in
D. M. Hinkin } the State of Ohio on the 3d day of May A.D. 1869

Be it remembered that On the 30th day of April A.D. 1869 the following petition was filed in the Clerk of said Court who reads as follows to wit

Petition W. W. Woods Plaintiff
Against
Daniel H. Hinkin &
D. M. Hinkin Defts. } Court of Common Pleas
Union County
Petition. The Plaintiff says

1 This action is founded on a promissory note of which the following is a copy with the endorsements thereon, "September 3rd 1866 On the first day of January after date we jointly and severally promise to pay to W. W. Woods or Order Two Hundred Dollars for value received with interest, and we hereby dispense with demand of payment of this note and authorize any Attorney at law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio or Elsewhere and waive the issuing and service of process and confess judgment against us or either of us in favor of the Holder or Holders of this note for the amount of said note and interest payable annually after the same shall become due together with costs of suit, and release all Errors and waive all right of Appeal in this behalf Witness Our hands and seals this 3d day of September 1866 Signed Daniel H. Hinkin Seal D. M. Hinkin Seal"

1 Endorsements on said note One Hundred dollars
2 " " " " " Int. to Jany 1 1869

2 For a 2d cause of Action Plaintiff says that the same is founded on another promissory note of which the following is a copy with the endorsements thereon Marysville September 3 1866 "On the 1st day of January 1868 after date we jointly and severally promise to pay to W. W. Woods or Order Two Hundred Fifty Eight 34/100 Dollars with interest payable annually from date, and we hereby dispense with demand of payment of this note and authorize any Attorney at law to appear for us, or either of us at any time after the same shall become due in any Court of record in the State of Ohio or Elsewhere, and waive the issuing and service of process, and confess judgment against us or either of us in favor of the Holder or Holders of this note for the amount of said note and interest payable annually, after the same shall become due together with costs of suit, and release all Errors and waive all right of Appeal in this behalf Witness Our Hands & Seals this 3 day of September 1866 Signed Daniel H. Hinkin Seal D. M. Hinkin Seal"

Endorsements on first Cause of Action

1 1867 April 23 Paid On the within $ 110. 2 Interest paid to Jany 1 1869
Endorsements On 2d Cause of Action Interest paid to 1 Jany 1869

3 Sum is due from Defendants to plaintiff the sum of Three Hundred and fifty
six Dollars On both Causes of Action, with Interest from Jan 1 1869 and for
which he asks for Judgment P. B. Cole Atty for Plaintiff

The State of Ohio, Union County ss W. W. Woods the plaintiff being
Sworn says the facts Stated and allegations made in the foregoing petition
is believes to be true W. W. Woods

Sworn to and Subscribed before me this 30th day of April 1869
Isbon Randall Clerk

It is Ordered by the Court on said 30th day of April A.D. 1869 the following Order was
filed in the Clerks office of said Court which reads as follows to wit

W. W. Woods Plaintiff
vs. Union Common Pleas
Daniel H. Kinikin &
D. M. Kinikin Defts
Said Daniel H. Kinikin Answer, And now comes the
by A. J. Sterling their Atty
and by Virtue of two Warrants of Attorney for that purpose Executed and
Now produced to the Court and duly proven do confess the issuing
and Service of process and Confess that the said Daniel H. & D. M.
Kinikin do Owe the Plaintiff the Sum of Three Hundred and fifty
Seven 12/100 Dollars ($357.12) as in his petition set forth and they do by
said Warrant of Attorney hereby confess a Judgment for that amount
against the said Defendants and in favor of Plaintiff, and by
Virtue of said Warrant of Atty, release all Errors and waive all
benefit of Appeal A. Sanny Sterling Atty for Defts

And afterwards to wit on the 3rd day of May A.D. 1869 the following
Entry was made upon the Journal of said Court which reads as follows

W. W. Woods Cognovit
vs. And now comes the said W. W. Woods by
Daniel H. Kinikin & P. B. Cole his Attorney and duly files his petition
D. M. Kinikin against the said Daniel H. Kinikin and
D. M. Kinikin and thereupon A. Sanny Sterling Esq One of the Attorneys
of this Court appears in Open Court in behalf of the said Daniel
H. Kinikin and D. M. Kinikin and by Virtue of two Warrants of Attorney
for that purpose Executed and now produced to the Court and
duly proved, waived the issuing and Service of process and confesses
that the said Daniel H. Kinikin and D. M. Kinikin do owe to the
said Plaintiff the said sum of $357.12 as the said Plaintiff hath in
his said petition set forth It is therefore considered that the said
W. W. Woods do recover from the said Daniel H. Kinikin and D. M.
Kinikin the said sum of $357.12 to be confessed to be due and also his
costs in this behalf Expended taxed to $ And by Virtue of the same
warrants of Attorney all Errors in pleading and all right of Appeal
waived by said Daniel H. Kinikin and D. M. Kinikin

Attest Isbon Randall Clerk

W. H. Woods
vs.
Wm S Kimkin &
D. M. Kimkin

Pleas before the Hon D Hamblin Presiding Judge at a Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 3d day of May A.D. 1869 Heretofore to wit on the 30th day of April A.D. 1869 the following petition was filed with the Clerk of said Court which read as follows to wit

Petition

W. H. Woods Plaintiff
Against
Wm S Kimkin
D. M. Kimkin Defts

Petition

Union County
The Plaintiff says that action is founded on a Note of which the following is a copy with the endorsements thereon, to wit Ox Ex September 3 1866 On the first day of January 1868 as principal debtors, we jointly and severally promise to pay to W. H. Woods or Order Two Hundred Fifty Seven 50/100 Dollars with interest from date Payable annually, and we hereby dispense with demand of payment of this Note, and authorize any Attorney at Law to appear for us Or either of us at any time after the same shall become due in any Court of Record within the State of Ohio Or Elsewhere and waive the issuing and service of process and confess judgment against us Or either of us in favor of the holder of this Note for the amount of said Note and interest Payable annually after the same shall become due together with costs of suit and release all Errors and waive all right of appeal in this behalf
Witness Our hands and seals this 3d day of September 1866
(Signed) William S Kimkin Seal D. M. Kimkin Seal
The following endorsements are Endorsed on said Note to wit, Oct 22 1868 Paid $60.76 Oct 28 1868 Paid $48.00 There is due from the defendants to the Plaintiff the sum of One Hundred and Eighty Six dollars which he claims on the contract from Oct 28 1868 and for which he asks Judgment
P Black Atty for Plaintiff
State of Ohio Union County ss W. H. Woods Plaintiff being sworn says the Statements made and the allegations of the foregoing petition are true
W. H. Woods
Sworn to and subscribed before me this 30th day of April 1869
Seben Sandan Clerk
And thereupon to wit on said 30th day of April A.D. 1869 the following answer was filed by the Clerk of said Court which reads as follows to wit

W. H. Woods Plaintiff
Against
William S Kimkin &
D. M. Kimkin Defts

Answer

Union Common Pleas
Answer
And now comes William S Kimkin & D. M. Kimkin by A. J. Sterling their Atty and by Virtue of a Warrant of Attorney for that purpose Executed and now produced to the Court and duly proven, waives the issuing and service of process and confesses that the said William S Kimkin and D. M. Kimkin do owe the said Plaintiff the sum of One Hundred and Nine teen dollars and 15 cents as the said plaintiff hath in his said petition set forth, and confesses a judgment accordingly, and by Virtue of the same power of Attorney the said William S. & D. M. Kimkin by their said Attorney do release all Errors and waive all right of appeal
A James Sterling Atty for Defts

Judge at a
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Cond of Command to wit On the 5th day of May A.D. 1869 the following Entry was Made upon the Journal of said Court which reads in the words and figures following to wit

Entry

W W Woods
vs.
William S Rinkin &
P M Rinkin

Coz Motion

And now coming the said W W Woods by D. B. Cole his Attorney and files his petition against the said William S Rinkin and P. M. Rinkin and Thereupon A Haines Sterling One of the Attorneys of this Court appears and in Open Court in behalf of the said William S Rinkin and P. M. Rinkin and by Virtue of a warrant of Attorney for that Purpose Executed and now produced in Court and duly proven, waives the issuing and service of process and confesses that the said William S Rinkin and P. M Rinkin doth owe to the said Plaintiff the said sum of $191,15 as the said Plaintiff in his said petition set forth, It is therefore Considered that the said W W Woods do recover from the said William S Rinkin and P. M Rinkin the said sum of $191,15 so found due as aforesaid and also his costs herein Expended taxed to $ and by Virtue of the same warrant of Attorney all Errors and releases and all right of Appeal waived by the said William S Rinkin and P. M. Rinkin

Attest. Peter Randall Clerk

W W Woods } Plegs before the Hon D. S. Conklin Presiding Judge of a
Against } Court of Common Pleas holden and held at the Court
P. M. Rinkin } House in Marysville in and for the County of Union
in the State of Ohio On the 5th day of May A.D. 1869.

Be it remembered that on the 30th day of April A.D. 1869 the following petition was filed in the Office of the Clerk of said Court which reads in the words and figures following to wit

Petition

In the Court of Common Pleas
Union County

W W Woods, Plaintiff } Petition, The Plaintiff says
Against }
P. M. Rinkin Defendant }

1 This action is founded on a promissory note of which the following is a copy with the indorsements thereon "Jan 18 1869 One day after date we promise to pay to W W Woods Two Hundred dollars negotiably and severally promise to pay to W W Woods Two Hundred and Eight dollars, And we hereby dispense with the demand of payment of this note and authorize any Attorney at Law to appear for us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio, or Elsewhere and to waive the issuing and service of process and confess judgment Or Either of us and in favor of the Holders of this note for the amount of said note, and interest payable annually after the same shall become due together with Costs of suits and release all Errors and waive all right of Appeal in this behalf Witness Our Hands and Seals this 18th day of January 1869 (Signed) P. M. Rinkin (Seal)

Plaintiff avers said note was signed by said P M Rinkin as sole principal debtor, and he did not get any One to sign with him

There are no Credits thereon, There is due from the Defendant to the Plaintiff on said note the sum of Two Hundred and Eight Dollars which he claims with interest from the 18th day of January 1869 and for which he asks judgment

D. B. Cole Atty for Plaintiff

The State of Ohio } Union County } ss. W.W. Woods Plaintiff being sworn says he believes the facts Statted and allegations in the foregoing Petition to be true

W.W. Woods

Sworn to before me and subscribed by the Plaintiff W.W. Woods April 30th 1869

Jabez Randall Clerk

And Thereupon to wit on the said 30th day of April AD 1869 the following Answer was filed with the Clerk of said Court which reads as follows

Answer

W.W. Woods Plff

vs. } Court of Comm Pleas

D.M. Kinkin Deft } Answer. Comes now the said D.M. Kinkin Defendant by A.J. Sterling his Attorney who by virtue of a warrant of Attorney for that purpose Executed and now produced to the Court and duly proved does confess that the Defendant is indebted to the Plaintiff in the Sum of Two Hundred and Nine 00/100 Dollars as the said Plaintiff hath in his petition set forth, and by virtue of said warrant of Attorney does confess a judgment for said Sum and releases all Errors and waives all benefit of Appeal On behalf of said Defts

A. James Sterling Atty for Defts

And afterwards to wit on the 3d day of May AD 1869 the following Entry was made upon the Journal of said Court which reads as follows to wit

Entry

W.W. Woods } Cognovit

vs. } And now comes the said W.W. Woods by P.B. Low his

D.M. Kinkin } Attorney and files his petition against the said D.M. Kinkin and thereupon A. James Sterling One of the Attorneys of this Court appeared in Open Court in behalf of the said D.M. Kinkin And by virtue of a warrant of Attorney for that purpose Executed and now produced to the Court and duly proved, waiving the issuing and service of process and confessed that the said D.M. Kinkin doth owe the said Plaintiff the said Sum of $209 00/100 Dollars and his costs herein Expended and agreed to } And by virtue of the same warrant of Attorney all Errors in fact and law and all right of Appeal waived

Attest Jabez Randall Clerk

Petition

Delilah S. McKinney } Pleas before the Hon D.S. Conklin Presiding Judge

vs. } at a Court of Common Pleas begun and held at the

John Mc Kinney } Court House in Marysville within and for the County

of Union in the State of Ohio on the 1st day of May AD 1869

Said to wit on the 25th day of January AD 1869 the following petition was filed with the Clerk of said Court which reads as follows to wit

Petition

Delilah S. McKinney } Court of Common Pleas

vs. } Union County Ohio

John Mc Kinney Deft } Petition for Divorce &c

The said Delilah S. McKinney says she is now & has been for more than one year last Past a bona fide resident of the said County of Union Ohio

That she was on the 25 day of December 1864 lawfully intermarried with said John Mc Kinney by John Markell a Justice of the Peace of said County and they lived and cohabited as Husband and wife until the 31st day

of December 1865, they separated On account of the Cruel and cruel treatment of the petitioner by the said defendant and Evidence that time being for more than three years last past In the said defendant has been wilfully absent from the said Plaintiff and his present residence is in Marshall County in the State of Illinois & his Post Office address is Wenona Marshall Co, Illinois The petitioner saith Even since said Marriage until the time of said separation always Conducted herself in Every respect as a faithful wife to said defendant but he hath not so conducted himself to her but on the Contrary he was & long as they lived together Abusive and cruel in his Conduct towards her and hath for more than three years last past been guilty of wilful absence from her, Therefore She asks that a decree of divorce be given her dissolving said Marriage relation and that permanent Alimony be given to her Robinson & Robinson Attys for Plaintiff

Issue Summons which on the copy of the petition sent by mail to Wenona in Marshall Co Ills R & R Attys for P

And afterwards to wit on the 21 day of April 1869 the following Notice and Proof of Publication was filed with the Clerk of said Court which reads as

Divorce Notice

Delilah S. McKinney
vs.
John C. McKinney

In said Court, alleging desertion for more than three years, and Alimony will be made at the next Term of said Court commencing April 20th 1869 March 3d 1869 Robinson & Robinson Attys for Plff

The State of Ohio Union County ss. I John C. Sharp do make Oath that the Advertisement of which the annexed is a copy was published for six consecutive weeks beginning March 3d 1869 in the Marysville Tribune a Newspaper of Genral Circulation within Union County Ohio, and of which I am the Editor and Proprietor J.C. Sharp Sworn to and Subscribed before me this 21st day of April A.D. 1869

Isaac Randall Clerk.

And Afterward to wit on the First day of May A.D. 1869 the following Entry was made upon the Journal of said Court which reads as follows

Delilah S. McKinney
vs.
John McKinney

Petition for Divorce

This day came the Plaintiff and made proof to the Satisfaction of the Court of due notice by Publication to the Defendant of the pendency of this Petition and thereupon the same was submitted to the Court On the Evidence Submitted by the Petitioner When upon the Court being fully advised in the premises do find the allegations of the petition to be true and that Petitioner is Entitled to a divorce from the Defendant. It is therefore Considered Ordered and Adjudged by the Court that the Marriage Contract between the Plaintiff and Defendant be and the same is dissolved and annulled and the Petitioner divorced from the said Defendant

Attest Isaac Randall Clerk

Mary E Johns
vs.
Harvey Johns

Pleas before The Hon A Hamilton Presiding Judge of
a Court of Common Pleas begun and holden at Marysville
within and for the County of Union in the State of Ohio
on the first day of May A D 1869, Continued to sit on the 9th day
of March A D 1869 the following petition was filed in the Clerk of said
Court which reads as follows to-wit

Petition

Mary E Johns Plaintiff
vs.
Harvey Johns
a resident of the State of Ohio

Court of Common Pleas Union County Ohio
Petition, The Plaintiff says that she has been
for the year last past and is at present a bona fide
resident of the said County of Union and that On or about the 26th day of July
1866 She was at the Village of Marysville in said County and State man
ried to the Defendant and She has ever since conducted herself toward
the said Harvey Johns as a faithful and obedient wife, yet the defendant
wholly disregarding his duties as a husband has been guilty of gross neg
lect of duty toward the said Plaintiff, for that On or about the 28th
day of September 1866 wilfully and without any cause or provocation
wilfully and cruelly deserted the Plaintiff & Leaving then in very delicate
health & then pregnant with child and the said defendant, wholly,
cruelly and grossly neglected to provide for the said Plaintiff, in whole or
in part any food, clothing or Medicine as She then required, and that
defendant continued to visit On or about the 26th day of November 1866 by reason of the
gross and cruel negligence of the Plaintiff and the mental anguish &
anxiety consequent upon the same was brought to premature childbed
and was then wholly & grossly neglected by the said husband the
Defendant and was compelled during the said sickness to lie in at
the house of her Mother in Muskingum County Ohio, and though often urgen
ted the said defendant never came near the Plaintiff during all of the
said sickness, and not provided her with food or Medicine or in any way
administered to her said wants but grossly abandoned and neglected her
and has ever since the said 28th day of Sept. 1866 wholly neglected and aban
doned the Plaintiff & refused in any way to have any intercourse
with the Plaintiff or in any way to contribute to her support
2 Cause of Action, And for a further Ground of Divorce the Plaintiff
says that the said defendant further disregarding his marital duties
On or about the 16th day of October 1868 and at divers other times before
and after said at the County of Union and State of Ohio did commit
adultery with One Mary Durant and has committed adultery with
other persons to Plaintiff unknown, The Plaintiff prays that she may be
divorced from the said Harvey Johns and that she may have such other
and further relief as Equity may require

Ing Randall & Cannon Pltfs Attorneys

State of Ohio Union County ss Mary E Johns the Plaintiff on the above pe
tition being duly sworn says the facts therein stated and allegations made
are as she verily believes true and that the place of residence of the said
Harvey Johns is unknown to her

Mary E Johns

Sworn to before me and Subscribed in my presence this 9th day of March 1869
Taber Randall Clerk

At a term to wit on the 21st day of April A.D. 1869 the following Notice and proof of Publication was filed in the Clerk's said Court and was as follows to wit

Mary E Johns } Divorce Notice
vs.
Harvey Johns } Harvey Johns whose place of residence is unknown is

Notified that Mary E Johns did on the 9th day of March 1869 file her petition in the Office of the Clerk of the Court of Common Pleas within and for the County of Union Ohio charging the said Harvey Johns with Gross neglect of duty toward the said Mary E Johns and also charging the said Harvey Johns with adultery with one Mary Durant and asking that she may be divorced from the said Harvey Johns which petition will stand for hearing at the next Term of said Court March 10th 1869 Mary E Johns By Rud Randall Cannon her Atty

The State of Ohio } I John N. Shears do make oath that the advertisement
Union County ss } of which the annexed is a copy was published for six
consecutive weeks beginning with March 10th 1869 in
the Marysville Tribune a news paper of general circulation within Union
County Ohio and of which I am the Editor & Proprietor J. N. Shears
Sworn to & Subscribed before me this 21st day of April A.D. 1869 Taber Randall Clerk

And now on the first day of May 1869 the following Entry was made in the Journal of said Court which reads in the following words to wit

Mary E. Johns }
vs } Divorce
Harvey Johns }

And now the said Mary E. Johns by Randall & Cameron her Attorneys and thereupon this Cause came on for hearing upon the petition and testimony & was argued by Counsel and Submitted to the Court. On consideration whereof the Court do find that due notice of the filing & pendency of this petition hath been given to said defendant according to law. and the Court doth further find that said defendant hath been guilty of gross neglect of duty toward this plaintiff in manner & form as she has in her petition alleged

It is therefore considered Ordered Adjudged & decreed by the Court the Marriage relation heretofore existing between the parties be & the same is hereby set aside & wholly annulled & the said parties released from the Obligations of the same

And it is further Ordered that the said plaintiff be restored to her Maiden name of Mary E. Blackburn and that the defendant pay the costs of this suit in ten days & in default thereof that Execution issue therefor

Attest Taber Randall Clerk

Thomas Degood
vs
John McAllister &
Isaac McAllister

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 22d day of April A.D. 1869.

Heretofore on the 22d day of decmber 1868 the following Petition was filed with the Clerk of said Court which reads in the words & figures to wit-

Thomas Degood Plaintiff
against
John McAllister &
Isaac McAllister Defendants

Court of Common Pleas Union County Ohio

Petition.

The plaintiff says this action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy with the credits thereon

Petition

On or before the first day of January next we or either of us promise to pay Thomas Degood or bearer one hundred and seventy dollars with ten per cent interest, it being for value received

July the 7th 1862 John McAllister Isaac McAllister

Credit April 30th 64 received one hundred dollars on the within

The plaintiff says there is due him from the defendants on said note the sum of ($100 52/100) One hundred & 52/100 dollars with ten per cent interest from the 30th day of April 1864 And for which plaintiff asks judgement

Porter & Sterling Attys for Plaintiff

State of Ohio Union County ss. A James Sterling being Sworn says he is one of the Attorneys in the above Suit duly authorized in the premises. And he further States that the plaintiff is a non-resident of Union County Ohio & is absent therefrom. The affiant further States that the facts Stated & the allegations made in the foregoing petition are true as he verily believes A James Sterling

Sworn to before me by A James Sterling & Signed by him in my presence this 21st day of dec, 1868 Faber Randall Clerk

To the clerk issue a Summons in the above Suit endorse Suit on promissory note amt claimed $100 52 with interest at ten per cent from the 30th day of April 1864 Porter & Sterling Attys for Plff

And thereupon the following writ of Summons was issued which reads to wit

Summons

The State of Ohio Union County ss. To the Sheriff of Union County

You are commanded to notify John McAllister & Isaac McAllister that they have Sued by Thomas Degood in the Court of Common Pleas of Union County and that unless they Answer by the 23d day of January A.D. 1869 the Petition of the plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 4th day of January A.D. 1869 Witness Faber Randall Clerk of said Court and the Seal thereof at Marysville this 22d day of Decmbr A.D. 1868.

L.S.

Faber Randall Clerk

And Said Summons was returned duly endorsed as follows

Rec'd this writ Dec 22d 1868 Served Dec 24th 1868 by delivering to each of the defendants a certified copy of this writ Fee Service 65 Mil. 10 Copies 50 Return 12 — $ 2.27 J.B. Whelpley Sheriff

Afterwards on the 31st day of December 1868 the following Answer was filed with the Clerk of said Court which reads to wit

Thomas Degood Plff
vs
John McAllister & Isaac McAllister

Court of Common Pleas Union County Ohio
Answer.
The Said John & Isaac McAllister for Answer to Said petition say it is true they signed said not in Said petition discribed but the same will not lawfully bear interest in excess of Six per cent thereon & the true amount due thereon is Eighty Seven & 85/100 dollars with Six per cent interest from April 30th 1864 for which Sum defendants offer to confess judgement
Robinson & Robinson Attys for Defts

The State of Ohio Union County ss I John McAllister being duly Sworn depose & say the allegations of the foregoing Answer are true as I believe
John McAllister
Sworn to before me and Signed in my presence the 30th day of Dec. 1868
Taber Randall Clerk

Afterwards on the 13th day of January 1869 the following Answer was also filed to wit,

Thomas Degood Plff
vs
John McAllister & Isaac McAllister

Court of Common Pleas Union County Ohio. Answer.
The Said defendants for Answer to Said plaintiffs petition say they admit they Signed Said note but are legally liable to pay plaintiff the Sum of Eighty seven dollars & eighty five cents & they deny that there is due plaintiff thereon any further Sum & they are ready able & willing to pay thereon that Sum being the amount due on Said note at Six per cent interest.
2d The defendants say there is due them from Said plaintiff on the account a copy of which is hereto attached the Sum of forty dollars which they ask may be allowed them & applied by way of Set off to Said amount due plaintiff from defendants on Said note
Robenson & Robinson Attys. for Defts

The State of Ohio Union County ss I John McAllister being duly Sworn depose and say the Several allegations of the foregoing Answer are true
John McAllister
Sworn to before me & Signed in my presence this 13th Jany 1869
Taber Randall Clerk

Afterwards the following Reply was filed which reads in the words & figures to wit

Thomas Degood Plaintiff
against
John McAllister & Isaac McAllister Defts

Court of Common Pleas Union County Ohio. Reply.
The plaintiff Replies to the Answer of defendants & denies that he is indebted to defendants in the Sum of forty dollars as the defendants claim in their Answer.
The plaintiff avers that a portion of Said account was settled & paid as follows, to wit
Plaintiff in the years 1861 & 1862 Sawed for defendants 1598 ft. of lumber consisting in Scantling fencing &c at 44 cts per 100 ft Amt $7.03 by one Small hog sold to defendants worth $2.00 2 pigs Sold to defendants worth $2.00 that Said account of defendants was So paid & cancelled So-far as it equaled the amount of defendants. Plaintiff denies that defts are entitled to the interest claimed by them on their account
Porter & Sterling Attys for Plaintiff

The State of Ohio Union County ss The plaintiff Thomas Degood being Sworn Says he believes the facts Stated in the foregoing Reply are true Thomas Degood
Sworn to & Subscribed before me by Thomas Degood & Signed by him in my presence this 27th day of March 1869
Taber Randall Clerk

Afterwards On the 22d day of April 1869 the following Entry was made in the Journal of this Court

Thomas Degood
vs
John McAllister &
Isaac McAllister

This day this cause came on to be heard

and neither party requiring a jury this cause was submitted to the Court & the Court by the agreement of all parties herein do find that the Defendants do owe to the plaintiff the sum of Eighty Seven dollars ($87.00)

It is therefore Considered & adjudged by the Court that the plaintiff recover of said defendants the said Sum of Eighty Seven dollars and also his costs herein expended Taxed to $

Taber Randall Clerk

John Johnson & wife
vs
Oliver P. Martin & others

Pleas before before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 30th day of April A.D. 1869. Heretofore on the 15th day of January 1869 The following Petition was filed with the Clerk of said Court which reads viz

John Johnson &
Caroline Johnson
vs
Oliver P. Martin, Riley Martin
Martha J. Martin, Charles W. Martin
Mary Martin

Petition

Court of Common Pleas Union County Ohio

The said petitioners say they are lawfully intermarried & that the said Caroline as one of the five heirs of Benjamin Martin dec'd. is the owner in fee Simple of the undivided one fifth of the following real estate Situate in the County of Union Ohio being the one hundred acre farm in said County known as the Benjamin Martin farm described as follows to wit part of Survey No. 4073 Beginning at a Sugar tree & beech being the Northwest Corner of said Survey. Thence S 10° E 137 poles to two Lynns in said line thence N 80° E 117 poles to a Stake thence N 10° W 137 poles to a Stake in the North line of said Survey thence S 80° W 117 poles to the beginning containing One hundred acres. That the said Oliver P. Martin Riley Martin Martha J. Martin & Charles W. Martin are the remaining heirs and own the other four fifths of said land & the said Mary Martin has the right of dower in said lands as the Widow of said Benjamin Martin The petitioners ask that said dower be set off to said Mary Martin & that partition of said land be made of said farm Subject to said Claim of dower

Robinson & Robinson

The State of Ohio Union County ss. I Johnson & Caroline Johnson being duly Sworn depose & say the allegation of the foregoing Petition are true

John Johnson Caroline Johnson

Sworn to before me & Signed in my presence this 15th day of January 1869

Taber Randall Clerk

Waiver of Summons

We the undersigned widow & heirs of Benjamin Martin waive Summons in this case & Consent that said dower be set off & said land divided as required by law Jany 15th 1869

Mary Martin, Oliver P. Martin
Martha P. Martin Riley Martin Edmund Turner Guardian Guardian of Chas W Martin

And Afterwards on the 25th day of January A.D. 1869 the following Entry was made in the Journal of said Court which reads to wit

1st Journal Entry

Writ of Partition

John
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plaintiff
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John Johnson & wife
vs
Oliver P. Martin et als.

Pf's Journal Entry

The Court being fully advised in the premises do find that all of the defendants have waived process in this case & unite in asking partition and being satisfied that the plaintiffs are entitled to partition. It is Ordered & adjudged by the Court that an Order of partition issue to the Sheriff of this County commanding him by the oaths of Aquilla Turner Hamilton Blue & B. A. Lay three disinterested freeholders of the vicinity he set off & asign to Mary Martin the full one third of the real estate in said petition described as her dower therein. And it is further Ordered by the Court by the like oaths he make partition of said real estate between the said heirs of Benjamin Martin dec'd to wit to the plaintiffs one fifth to Oliver P. Martin one fifth to Martha J. Martin one fifth to Riley Martin one fifth and to Charles W. Martin one fifth

And it is further Ordered that if in the Opinion of said Commissioners it would be best that the portion asigned as dower remain undivided or unsold that they make partition of the part unincumbered of dower. And if they can set off to Chales W. Martin his Share without injury to the remainder of the farm they may do so & appraise the balance if they cannot divide the whole - & the are ordered to make their return at this term of the Court) And thereupon the following writ of Partition & Dower was issued by the Clerk of said Court which reads to wit

W & C of Pt & Dower

The State of Ohio Union County ss To the Sheriff of said County Greeting We Command you that without delay by the oaths of Aquilla Turner B. A. Lay & Hamilton Blue you cause to be set off and asigned to Mary Martin widow of Benjamin Martin late of said County deceased one full equal third part of the real estate hereinafter described And that in like manner by the like oaths of the same men you cause partition to be made of the following real estate Situate in said County of Union & part of Survey No. 4073 Beginning at a Sugar tree & beech being the Northwest corner of said Survey thence S 10° E 137 poles to two Lynns in said line thence N 80° E 117 poles to a Stake thence N 10° W 137 poles to a Stake in the North line of said Survey thence S 80° W 117 poles to the beginning containing One hundred acres, Subject to said dower estate among the persons named herein in the following proportions to wit. To John Johnson & wife the One fifth part, To Oliver P. Martin the One fifth part. To Martha J. Martin the one fifth part To Riley Martin the One fifth part & To Charles W. Martin the One fifth part And if the Opinion of the Commissioners it would be best that the portion asigned as dower remain undivided or unsold that they may make partition of the part unincumbered with dower & if they can set off to Charles W. Martin his Share without injury to the remainder of the farm they may do so & appraise the balance if they cannot divide the Whole.

In pursuance of an Order lately made in our Court of Common Pleas within & for the said County of Union in a certain Petition for Partition & Dower wherein the said John Johnson & wife are petitioners & Mary Martin Oliver P. Martin Martha J. Martin Riley Martin & Charles W. Martin are respondents, and that you proceedings in the premises you distinctly certify under your hand to our said Court forthwith. Witness my name and the Seal of the Court of Common Pleas at the Court House in Marysville this 26th day of January A.D. 1869

Taber Randall Clerk

L S

And said writ was returned duly endorsed as follows to wit

As commanded by the foregoing Writ of Partition & Dower I have executed the Same by the oaths of Aquilla Turner Hamilton Blue & B. A. Jay causing Dower to be assigned to Mary Martin Widow of Benjamin Martin deceased & partition to be made of the premises in Said Writ discribed. And the Said Commissioners being of the Opinion that the balance of Said premises after assignment of dower & the Share of Charles W. Martin cannot be divided without manifest injury. I have caused the Same to be appraised all of which will more fully appear by reference to the report of the Said Commissioners herewith returned. Given under my hand this 1st day of Feby A.D. 1869

Sheriffs fees $3.75 — Robert Sharp Sheriff)

Comm. Repot. John Johnson & wife vs Oliver P. Martin et al } In Union County SS. Court of Common Pleas
In Partition & Dower.

According to the Command of the Writ of Partition & Dower in this case issued & on call of the Sheriff of Said County We the undersigned Commissioners after being first duly Sworn & upon actual view of the premises do Set Off & Assign to Said Mary Martin as her Dower estate in the Said lands in Said petition discribed, the following bal to wit

Dower Beginning at a Stone & two Lynns down at the South west corner of the premises herein described - thence with the South line thereof N 81¼° E 80 poles to Stone in Said line thence N 8¼ W 64 poles to a Stake & Stone thence S 81¼ W 80 poles to a Stake & Stone in the west line of Said premises thence with Said west line S 8¼ E 56 poles to the beginning containing Twenty Eight acres.

And We do Asign to Said Charles W. Martin as his full equal one fifth part of the ballance of Said premises the following discribed tract to wit

Beginning at the Northwest corner of Said Dower at a Stake & Stone in the west line of Said premises thence with Said line N 8¼ W 28 5/10 poles to a Stake & Stone in Said line thence N 81¼ E 80 poles to a Stake & Stone thence S 8¼ E 28 5/10 poles to a Stake & Stone North east corner of Said Dower thence with the North line of Said Dower S 81¼ W 80 poles to the beginning containing fourteen & 2/5 acres. And being of Opinion that the ballance of Said premises cannot be divided without manifest injury And we do upon actual view appraise the balance of Said premises at the Sum of thirty three dollars per acre, Given under our hands this 30th day of January A.D. 1869 B. A. Jay. Aquilla Turner & Hamilton Blue Commissioners)

Afterwards on the 1st day of February 1869 the following Entry was made in Said journal to wit

John Johnson & wife vs Oliver P. Martin et als } Partition.

This day came on this cause to be heard on the report & proceedings of the Sheriff & Commissioners on the Order of Partition made herein at this term & the Court finding Said proceedings all regular & lawful do approve & confirm the Same & Order that Mary Martin Stand endowed of the lot Set off to her in Said proceedings and that the Said Charles Martin Stand Seized of the lot Set off to him as his Share of Said farm exclusive of the Dower lot

And the Said Appraisers having decided that the balance of Said farm will not bear partition among the other four heirs of Benjamin Martin

It is Ordered & adjudged by the Court that an Order of Sale issue to the Sheriff of this County commanding him to advertise & Sell the ballance of Said premises according to law and this cause is continued for the Sheriffs Repat)

and Afterwards the following Order of Sale was issued which reads as follows to wit,
The State of Ohio Union County ss To the Sheriff of Union County Greeting
In pursuance of an Order of our Court Common Pleas within & for the County of Union at the January Term thereof A.D. 1869 in a certain Petition for Partition & Dower now pending in Said Court wherein John Johnson & wife are Petitioners & Oliver P. Martin & others are defendants. You are commanded that without delay you proceed to Sell at public Auction according to law the lands & tenements in Said petition described to wit,
Order of Sale
Situate in Said County of Union & part of Survey No. 4073 Beginning at a Sugar tree & Stone being the northwest corner of Said Survey No 4073 thence S 10° E 137 poles to two Lynns in Said line thence N. 80° E 117 poles to a Stake - thence N 10° W 137 poles to a Stake in the North line of Said Survey - thence S 80° W 117 poles to the beginning containing 100 acres
Excepting therefrom the dower estate of Mary Martin in Said premises described as follows Beginning at a Stone & two Lynns down at the South west corner of the premises herein described - thence with the South line thereof N 81¼ E 80 poles to a Stone in Said line thence N 8¾ W 56 poles to a Stake & Stone - thence S 81¼ W 80 poles to a Stake & Stone in the west line of Said premises - thence with Said west line S 8¾ E 56 poles to the beginning containing (28) twenty eight acres
And excepting also the part assigned to Charles W. Martin as his Share in Said premises. Beginning at the North west corner of Said Dower at a Stake & Stone in the west line of Said premises thence with Said line N 8¾ E 28 4/10 poles to a Stake & Stone in Said line thence N 81¼ E 80 poles to a Stake & Stone thence S 8¾ E 28 4/10 poles to a Stake & Stone North east corn of Dower thence with the North line of Said Dower S 81¼ W 80 poles to the beginning containing fourteen & two fifth acres (14 2/5) And that of your proceedings in the premises you make known to our Said Court of Common Pleas at their Next Term and have you then there this writ,
Witness My hand & the Seal of Said Court at Marysville this 12th day of February A.D. 1869 Taber Randall Clerk
(L.S.)
Sheriffs Return. Rec'd this writ February 12th 1869 And I advertised Said & tenements for Sale at the Court House in Marysville on the 27th of March A.D. 1869 at one o'clock P.M. in a public News paper printed in Marysville Union County Ohio called The Marysville Tribune a News paper of general circulation in Said County of Union. And after having So advertised the Same for more than thirty days in Said paper and having given due Notice of the time & place of Said Sale I proceeded on the Said 27th day of March 1869 at One o'clock P.M. of Said day to offer Said lands & tenements at public Sale at the door of the Court House in Marysville in Said County & then & there Struck off to George H. Turner the Said lands & tenements for the Sum of Two Thousand and Sixteen dollars the Sum So bid being two thirds the appraised Value of Said land the being highest & best bidder therefor & purchaser thereof
Sheriffs Return
Amount of Sale $2016 Shffs & Printers fees $ 28.08 Robert Sharp Shff Union Co. O.
Notice of Sale & proof Publication } John Johnson & wife } Union Com. Pleas
Sheriffs Sale } vs } In Partition,
Oliver P. Martin et als }
In Obedience to an Order of Sale made in the foregoing case I will sell at public Sale at the door of the Court House in Marysville O. between One & four o'clock P.M. On the 27th day of March 1869 the following real estate in Said County to wit, part of Survey No. 4073 beginning

at a Sugar tree & beech N W, corner of Said Survey thence S10° E 137 poles to two lynn in Said line, thence N 80° E 117 poles to a Stake thence N 10° W 137 poles to a Stake in the north line of Said Survey thence S 80 W 117 poles to the beginning containing 100 acres more or less but excepting therefrom the Dower lot of Mary Martin of 28 acres & the lot of Charles Martin of 14⅗ acres set off to them in Said case

Terms of Sale One in hand & the balance in two equal annual payments with interest to be Secured by Mortgage. Robinson & Robinson Attorneys

February 17th 1869 Robert Sharp Sheriff

The State of Ohio Union County ss. I John H. Shearer do make Oath that the advertisement of which the annexed is a copy was published for thirty days beginning with February 17th 1869 in the Marysville Tribune a news paper of general circulation within Union County Ohio and of which I am the Editor and proprietor J. H. Shearer

Sworn to and Subscribed before me this 21st day of April A.D. 1869 Taber Randall Clerk

And Afterwards on the 30th day of April A.D. 1869 the following Entry was made in the Journal of Said Court which reads in the words following to wit

John Johnson & Wife
vs
Oliver R Martin & Others } Partition

This day came the parties & Submitted this cause to the Court on the Motion to confirm the Sale and distribute the proceeds of Said Sale & the Court being fully ~~advised in the~~ premises do Approve and confirm Said Sale & Order the Sheriff to execute and deliver to Said purchaser a deed in fee Simple for the 57⅗ acres Sold to him as aforesaid)

And the Court Order that the Costs of this proceeding including an Attorney fee of $6⅓ 00 to Robinson & Robinson be paid by the parties as follows One fifth by each of Said heirs of Said Benjamin Martin dec'd.

Also that the tax of 1868 unpaid be also paid in the Same proportion and that the Sum of $10 paid & agreed to be paid by Mary Martin for the funeral expenses of Mary L. Martin dec'd whose Share in Said land Said five heirs inherited be also paid by them in the Same proportion out of the purchase Money & that as to the Share of Charles Martin whose Share in Said land was Set off to him if he fail for ten days to pay his Share that execution issue as upon judgements at law

It is therefore Ordered that the balance of Said purchase money including the two payments to become due be divided between the four heirs whose Shares were Sold in equal proportions

Attest Taber Randall Clerk

37 poles to two Lynn
ake in the north
100 acres more
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ual payments
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Oath that the
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Randall Clerk
Entry was
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William O'Hara Guardian &c
vs
George Leasure et als.

Pleas before his Honor J.S. Conklin Presiding Judge
at a Court of Common Pleas begun & held at the Court
House in Marysville within & for the County of Union
in the State of Ohio on the 25th day of April A.D. 1869

Heretofore on the 7th day of December 1868 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit,
To the Court of Common Pleas Union County Ohio. Your petitioner William O'Hara of the County of Union & State of Ohio represents
1st He is the duly appointed & qualified Guardian of Edna J. Beach & Hannah D. Beach
2d On or about 22d day of April A.D. 1862 One Henry Beach late of Union County Ohio died intestate seized of an estate in fee Simple in the following described real estate Situate in the County of Union in the State of Ohio & bounded & described as follows Part of Survey No. 2991 in the name of John Philips Beginning at Two buckeyes & an Oak in the Original West line of said Survey 164 60/100 poles from the Southwest corner of said Survey - Thence N 80° E 177 poles to two buckeyes & a hickory - Thence N 10° W 82 3/10 poles to two buckeyes & a Sugar tree - Thence S 80° W 177 poles to three buckeyes in said Original W. line Thence with said Original W. line S 10° E to the beginning containing 91 acres be the same more or less,
3 The said Henry Beach deceased left Christiana Beach his widow who is dower in said premises but since the death of said Henry Beach
The said Christiana Beach has by deed duly executed relinquished her claim & right of dower in said premises. She resides in Union County Ohio
4th The said premises descended to the following persons only heirs & legal representatives of the said Henry Beach deceased Subject to said dower which has been assigned and released as aforesaid
1st Edna J. Beach who is a daughter of said Henry Beach deceased & Hannah D. Beach who is a daughter of said Henry Beach deceased the said Wards of your Petitioner
2d Charles Beach Son of said Henry Beach deceased the said Charles Beach having since died leaving neither widow or children
3 Eliza J. O'Hara wife of William O'Hara formerly of the name of Eliza J. Beach daughter of the said Henry Beach deceased & Sister of the said Charles Beach deceased -
4th William Beach who is a son of said Henry Beach deceased and brother their of said Charles Beach deceased. William Beach after said estate was cast upon him by descent by the death of said Henry Beach & Charles Beach conveyed by deed duly executed his Estate in said premises to said William O'Hara.
5. Sarah E. Langstaff wife of one James Langstaff and formerly of the name of Sarah E. Beach daughter their of the said Henry Beach & Sister their of the said Charles Beach deceased. The said Sarah E. Langstaff & James Langstaff now now reside in Putnam County Ohio. The said Sarah E. Langstaff & James Langstaff after said estate had been cast upon her by the death of her father Henry Beach & previous to the death of her brother the said Charles Beach conveyed their then estate in said premises by deed duly executed to one William O'Hara.
6. Catharine Beach daughter and heir of said Henry Beach deceased

Over

and Sister thier of said Charles Beach deceased who now resides in Union County Ohio
The said Catharine Beach after said estate was cast upon her by the death of
said Henry Beach and previous to the death of her said brother Charles Beach
conveyed by deed duly executed her thier estate in said premises to one William O. Harra
7. The said William O. Harra & Eliza J. O. Harra his wife after said estate had
been cast upon her by the death of the said Henry Beach & previous to the
death of the said brother Charles Beach conveyed by deed duly executed all thier
estate in said premises to One Geoge Leasure who now resides in Union Co. Ohio.
5. ~~X~~ The parties above named have the following undivided estate in said premises
1. The said Edna J. Beach & Harriet D. Beach wards of your petitioner each seven undivided
forty second parts in fee ($\frac{7}{42}$ each)
2. The said Geoge Leasure to twenty Six undivided forty second ($\frac{26}{42}$) parts in fee
3. The said Sarah E. Langstaff to One undivided forty second ($\frac{1}{42}$) in fee
4. Catharine Beach to One undivided forty second part ($\frac{1}{42}$) in fee
6. Your petitioner prays that Christiana Beach, Geoge Leasure Sarah E
Langstaff & James Langstaff her husband & Catharine Beach be made parties
defendants to this petition, and your petitioner as Guardian as aforsaid
desiring that his said Wards Should hold their interests in severally
prays partition may be made or if partition cannot be made without
manifest injury then that the premises may be sold & other Order taken
pursuant to the Statute By Coats & Gilbert Attorneys for Petitioner

Notice of Petition for Partition, William O. Harra Guardian of Edna J. Beach
& Harriet D. Beach Plffs against Geoge Leasure Catharine Beach James
Langstaff & Sarah E. Langstaff defendants

George Leasure & Catharine Beach who reside in Union County Ohio & James
Langstaff & Sarah E. Langstaff who reside in Putnam County Ohio will take
Notice that a petition was filed against them on the 7th day of December A.D. 1868
In the Court of Common Pleas of Union County by William O. Harra Guardian
of Edna J. Beach & Harriet D. Beach & is now pending wherein said Wm O. Harra
as Guardian as aforesaid demands partition of the following real estate
to wit. Situate in Union County & State of Ohio & bounded & described as
follows part of Survey 2991 in the name of John Philips beginning at two
beeches & an Oak in the Original west line of said Survey thence N 86° E 177 poles
to two beeches & a hickory thence N 10° W 82 3/10 poles to beeches & a Sugar tree thence
S 86° W 177 poles to three beeches in said Original west line - thence with said
Original west line S 10° W to the beginning containing 91 acres more or less
And that at the next term of said Court the said William O. Harra as
Guardian will apply for an Order that partition may be made of said
premises Dec. 9. 1868 Coats & Gilbert Attorneys for Petitioner

The State of Ohio Union County ss. I John H. Shearer do make oath that the
advertisement of which the annexed is a copy was published for Six
consecutive weeks beginning with date of Dec. 9th 1868 in the Marysville
Tribune a Newspaper of general circulation within Union County Ohio
and of which I am the Editor & proprietor J. H. Shearer

Sworn to and Subscribed before me this 25th day of Jany A.D. 1869
Taber Randall Clerk

Afterwards on the 27th day of January A.D. 1869 the following Entry
was made in the Journal of said Court which reads to wit

Edna J. Beach & Harriet D Beach
by Wm O. Hara their Guardian
vs
George Leasure & others

In Partition

And now came the Said William O Hara Guardian of Said Harriet D. Beach & Edna J Beach by Coats & Gilbert his Attorneys & Thereupon this Cause came on to be heard upon the petition Exhibits & testimony On Consideration whereof the Court do find that due Notice of the pendency of this action has been given for more than forty days prior to the first day of the present term of this Court, And the Court do further find that the Said Edna J Beach has a legal title & is Seized in fee Simple of One undivided Sixth part of the Said premises in the petition described and the Court further find that the Said Harriet D. Beach has a legal right to & is Seized in fee Simple of One undivided Sixth part of the Said premises. And the Court do further find that the Said Geoge Leasure Sarah E. Langstaff Catharine Beach Harriet D. Beach & Edna J. Beach are tenants in Common in Said premises with each other in the following proportions to wit: That the Said Geoge Leasure is Seized of 26 forty Second parts thereof. the Said Sarah E. Langstaff to One undivided forty Second part thereof and the Said Catharine Beach to one undivided forty Second part thereof. And the Court further find that Christiana Beach widow of Said Henry Beach has conveyed & parted with her right to Dower in Said premises; It is therefore Ordered that a writ of partition issue to the Sheriff of Said County of Union commanding him that by the oaths of John Evans J. Liggett & A. S. Mowry partition be made of Said lands in the following proportions to wit. To Said Edna J Beach One Sixth part To the Said Harriet D. Beach the one Sixth part. To the Said Geoge Leasure twenty Six forty Second parts. To the Said Sarah E. Langstaff one forty Second part. To the Said Catharine Beach one undivided forty Second part.

And it is further Ordered that Said Sheriff return his proceedings forthwith, And thereupon the following Writ of Partition was issued which reads to wit The State of Ohio Union County ss. To the Sheriff of Said County Greeting We Command you that without delay by the oaths of John W. Evans Templeton Liggett & A. S. Mowry you cause partition to be made of the following described premises Situate in the County of Union & State aforesaid to wit, Part of Survey No 2991 Beginning at two beeches & an oak in the Original west line of Said Survey 164 16/100 poles from the South west corner of Said Survey thence N 80° E 177 poles to two beeches & a hickory thence N 10° W 82 3/4 poles to two beeches & a Sugar tree thence S 80° W 177 poles to three beeches in Said Original West line thence with Said Original west line S 10° E to the place of beginning containing 91 acres be the same more or less, Among the persons named herein and in the following proportions to wit To Edna J. Beach the One Sixth part. To Harriet D. Beach the one Sixth part To George Leasure the twenty Six forty Second part, To Sarah E. Langstaff One forty Second part And to Catharine Beach One forty Second part, In pursuance of An Order lately made in Our Court of Common Pleas within & for the Said County of Union in a certain petition for partition wherein the Said Edna J. Beach & Harriet D. Beach by Wm O. Hara their Guardian are petitioners and the Said Geoge Leasure & others are respondents & that your proceedings in the premises you distinctly certify under your hand to our Said Court forthwith. Witness my name and the Seal of said Court

of Common Pleas at the Court House in Marysville this 27th day of January AD, 1869
Taber Randall Clerk

Sheriff's Return. As commanded by the foregoing Writ of Partition I have executed the same by the oaths of A. S. Mowry Templeton Leggett & John W. Evans Appraisement was made as will appear by the report of the said Commissioners herewith returned
Given under my hand this 1st day of February AD, 1869
Sheriffs fees $4.25 Robert Sharp Sheriff

Commissioners Report. According to the Command of the Writ of Partition in this case issued and on call of the Sheriff of said County We the undersigned Commissioners after being first duly affirmed and upon actual view of the premises we are of the opinion that the said cannot be divided without manifest injury and we do estimate the value of the same at ($3640) Thirty Six hundred & forty dollars
Given under our hands this 30th day of January A.D. 1869
Fees $11.50 Andrew S. Mowry Templeton Leggett John W. Evans 3 Commissioners

And on the 1st day of Feby 1869 the following Entry was made in the Journal of said Court to wit

Edna J. Beach & Harriet D. Beach
by William O. Hara Guardian } In Partition
vs } On Motion to the Court by Coats & Gilbert
George Leasure & Others } Counsel for said petitioners & upon producing the Return of the Sheriff & the Report of the Commissioners heretofore appointed and the same having been examined by the Court here & found in all respects correct & in conformity to law it is hereby approved & confirmed and thereupon neither of said parties electing to take said premises at the said valuation It is Ordered that the said premises be sold at public sale on the premises by the Sheriff of said County of Union according to law

Afterwards on the 8th day, Feby 1869 the following Order of Sale was issued which read
The State of Ohio Union County ss To the Sheriff of Union County Greeting.
In pursuance of an Order of our Court of Common Pleas within & for the County of Union at the January term thereof A.D. 1869 in a certain petition for partition now pending in said Court wherein Edna J. Beach & Harriet D. Beach by Wm O. Hara their Guardian are petitioners & George Leasure & others defendants we command you that without delay you proceed to sell at public Auction the lands & tenements in the said petition described to wit Part of Survey No. 2991 in said County of Union. Beginning at two buckeyes & an oak in the Original west line of said Survey 164/10 poles from the S.W. corner of said Survey – thence N 80° E 177 poles to two beeches & a hickory – thence N 10° W 82 3/10 poles to two beeches & a Sugar tree – thence S 80° W 177 poles to three beeches in said Original west line – thence with said Original west line S 10° E. to the place of beginning Containing 91 acres more or less, and that your proceedings in the premises you make Known to Our said Court of Common pleas at their next term and have you then there this writ.
Witness Taber Randall Clerk of said Court of Common Pleas & the Seal thereof at Marysville this 8th day of February AD, 1869
Taber Randall Clerk

Sheriffs Return. Rec'd this writ Feby 8th 1869 and I advertised the within described lands & tenements for sale at the Court House in Marysville on the 27th day of March 1869 in a public News paper printed in said County called the Marysville Tribune a News paper of general circulation in

January AD, 1869

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said County of Union aforesaid and after having so advertised the same for more than thirty days in said paper & having giving given due notice of the time & place of said sale proceeded on the said 27th day of March 1869 at one o'clock P.M. of said day to offer said within described lands & tenements at public sale at the said Court House door in Marysville in said County, and then & there struck off to George Leasure the within named defendant the said lands & tenements for the sum of $2427 the sum so bid being two thirds of the appraised value of said land & the said George Leasure being the highest & best bidder therefor & purchaser thereof

Amount of Sale $2427.00 Fees $3.68 Robert Sharp Sheriff of Union County

Notice & Proof. William O. Hara Guardian of Edna J. Beach & Harriet D. Beach Vs Geo. Leasure et al.

Union Common Pleas. By virtue of sale to me directed from the Common Pleas of Union County Ohio I will offer at Public Sale at the door of the Court House in Marysville on the 27th day of March A.D. 1869 at 1 o'clk P.M. the following described real estate to wit. Part of Survey No. 2991 in said County of Union. beginning at two beeches & an oak in the Original line of said Survey 164 6/10 poles from the Southwest corner of said Survey thence N 80° E 177 poles to two beeches & a hickory thence N 10° W 82 3/10 poles to two beeches & a Sugar tree thence S 80° W 177 poles to three beeches in said Original west line thence with said Original west line S 10° E to the place of beginning containing 91 acres more or less - Appraised at $40.00 per acre.

Terms of Sale - One third in hand - one third in one year - one third in two years from the day of sale with interest. the payments to be Secured by Mortgage on the premises Sold Feby. 17. 1869 Coats & Gilbert Attys. Robert Sharp Sheriff

The State of Ohio Union County ss I John H. Shearer do make oath that the advertisement of which the annexed is a copy was published for thirty days beginning with Feby 17, 1869 in the Marysville Tribune a newspaper of general circulation within Union County Ohio of which I am the Editor & proprietor J. H. Shearer

Sworn to & Subscribed before me this 21st day of April A.D. 1869 Jabez Ramsell Clerk

Afterwards on the 23d day of April 1869 the following was entered in the Journal of said Court to wit

Edna J. Beach & Harriet D. Beach
by Wm O. Hara their Guardian
vs
George Leasure et als.) On Motion to the Court by Coats & Gilbert Attys for the petitioner's & upon producing the proceedings of the Sheriff & the sale of the premises by him made in pursuance of a former Order of this Court & the same being examined & found by the Court in all respects in due form of law. It is Ordered by Court that said proceedings & Sale be & the same are hereby approved & confirmed and that the said Sheriff execute & deliver to the said purchaser George Leasure a deed in fee simple for said lands & tenements by him sold as aforesaid and the said George Leasure the purchaser of said premises being one of the defendants in this proceeding & the owner prior to said Sale to him by the said Sheriff as aforesaid of the (26/42) twenty six forty second parts thereof as found by a former order of this Court in this Suit.

It is further Ordered by the Court that the said George Leasure pay the (26/42) twenty six forty second parts of the costs & expenses of this Suit in addition to the Sum to be paid by him to the other tenants in common with him in said premises as their share of the purchase money for said lands & tenements amounting to $ & and the balance of said costs & expenses be paid out of said money in the hands of the said Sheriff in the following proportions to wit. Sarah Langstaff one forty second part thereof amounting to $ Catharine Beach one forty second part Amounting to $ and being the two thirds of the whole costs & expenses to be paid by the parties aforesaid & Edna J. Beach & Harriet D. Beach by their Guardian Wm O. Hara

the remaining One third Amounting to $ in which costs & expenses are included an Attorney fee of Sixty dollars to Coats & Gilbert

And it is further Ordered that the Sheriff Secure the balance of the purchase money to be paid for said premises by Mortgage thereon and that he distribute the residue of the money in his hands after payment of the costs & expenses aforesaid together with the Securities for the balance between the said parties in accordance with their respective Shares & interest in said premises as herein Set forth

Attest Taber Randall Clerk

George Coleman vs Ormond Wells

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun and at the Court House in Marysville within & for the County of Union the State of Ohio on the 20th day of April A.D. 1869. Heretofore on the 2d day of October 1868 the following petition was filed with the Clerk of said Court to wit

Geo. Coleman Plaintiff vs Orlando Wells Defendant

Court of Common Pleas Union Co.
Petition

The plaintiff says that on or the 15th day of October A.D. 1862 he entered into a parol agreement with defendant to purchase fat hogs live weight for defendant for a commission of twelve & one half cents (12½) per hundred pounds.

Plaintiff further says that upon the condition of this agreement Plaintiff did between the 15 day of October A.D. 1862 & the first day of february A.D. 1863 purchase for and deliver to the said defendant four hundred & twenty five hogs of the average weight of two hundred & fifty pounds each making the whole number of pounds of hogs live weight purchased by said plaintiff for said defendant 106,250 pounds upon which the commission at 12½ cents per hundred pounds amounts to One hundred & thirty two dollars & Seventy five cents ($132.75) as per Acct. hereto attached

Plaintiff further says that Plff did advance from his own money upon the hogs purchased aforesaid the following Sums of money. To Michael Gumbaum five dollars. To Stephen Shideler five dollars & to Adam Blumenschein five dollars making in all fifteen dollars paid out by plaintiff for said dept. which has not been to plaintiff & which is still due

There is due the plaintiff on the aforesaid contract the Sum of one hundred & thirty two dollars & Seventy five cents above mentioned & fifteen dollars advanced by plaintiff for defendant making together One hundred & forty Seven dollars & Seventy five cents with interest from the 1st day of February A.D. 1863. No part thereof has been paid.

The plaintiff asks judgement for the Sum of One hundred & forty Seven dollars & Seventy five cents with interest from Feby 1. 1863

L. Piper Plaintiffs Atty

The State of Ohio Union County ss George Coleman being Sworn Says that he believes the facts Stated & allegations in the foregoing petition to be true

George Coleman

Sworn to by Geoge Coleman & by him Subscribed in my presence this 2d day of October A.D. 1868 Taber Randall Clerk

To Clerk Issue Summons upon the petition in the above named case returnable according to law Amount claimed $147.75 with interest from February 1st A.D. 1863 L. Piper Plaintiffs Atty.

Thereupon the following writ of Summons was issued by the Clerk of said Court which reads as follows to wit

The State of Ohio Union County ss To the Sheriff of Union County Greeting. You are commanded to Notify Orlando Wells that he has been Sued by George Coleman in the Court of Common Pleas of Union County and unless he answer by the 31st day of October A.D. 1868 the petition of the said plaintiff against him filed in the Clerks office of said Court Such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 12th day of October A.D. 1868. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 2d day of October 1868 Taber Randall Clerk

(L.S.)

Sheriff's Return, Rec'd Oct. 2d 1868 Served Oct. 5th 1868 by delivering to the defendant a certified copy of this writ Fees $1.67 J. B. Whipley Sheriff

Afterwards the following Answer was filed with said Clerk which reads as follows to wit,

George Coleman Plff
vs
Orlando Wells Defts } Union Common Pleas

The defendant says the contract Set forth in the petition of plaintiff was not made by defendant but says he had a partner Mitchell Robinson in business at the time said contract is alleged to have been made & was doing business in the firm name of Wells & Robinson: that said partner is still living & defendant asks that said Robinson may be made a party defendant to this action & brought into Court

Reid Randall & Cameron Defts Attys

State of Ohio Union County ss. Orlando Wells being first duly Sworn Says the facts Stated & allegations Set forth in his foregoing Answer are true

Orlando Wells.

Sworn to & Subscribed before me this the 2d day of November 1868

Taber Randall Clerk

And afterwards the following Amended petition was filed Said Clerk to wit

Geo. Coleman Plff
vs
Orlando Wells Deft } Union Common Pleas. Amendment to Petition.

The plaintiff Geo. Coleman now comes & by way of Amendment to his petition says that he is informed that one Charles M. Robinson was a partner of said Orlando Wells mentioned in his petition aforesaid and that they were doing business as partners at the time of transaction referred to in his aforesaid petition and the plaintiff asks that the said Charles M. Robinson be made a party defendant & be brought into Court and the said plaintiff further asks that he the plaintiff may have Judgement against the said Charles M. Robinson and Orlando Wells as he has asked in his petition aforesaid

Lawrence & Piper Plaintiffs Attys

The State of Ohio } Geo. Coleman being Sworn Says that he believes the facts
Union County ss } Stated & allegations in his foregoing Amended Petition to be true George Coleman

Sworn & Subscribed before me this January 1st 1869 Taber Randall Clerk

I hereby acknowledge Service. C. M. Robinson

And afterwards On the 20th day of April A.D. 1869 the following Entry was made in the Journal of said Court which reads in the words & figures as follows to wit;

George Coleman }
vs } Action on acct,
Orlando Wells } This day came the parties by their Attorneys and Submitted this cause to the Court and by agreement Settled this cause by consenting that a judgment Shall be rendered for the plaintiff against the defendant for fifty dollars & costs of Suit,

It is therefore considered & adjudged by the Court that the plaintiff recover of the defendant said Sum of fifty dollars and costs of Suit taxed to ℔

Taber Randall Clerk.

Hugh Moore } Pleas before his Honor J. S. Conklin Presiding Judge
vs } at a Court of Common Pleas begun & held at the Court
J. O. Baker } House in Marysville within & for said County of Union
in the State of Ohio On the 27th day of April A.D. 1869

Heretofore on the 19th day of Decr. 1868 the plaintiff filed his petition herein to wit

Hugh Moore Plff } Court of Common Pleas Union County Ohio
vs } Petition.
J. O. Baker Deft. } The said plaintiff Says there is due to him from said defendant on the promissory note (a copy of which is hereto attached) the Sum of three hundred dollars with interest from August 1st 1867

And therefore the plaintiff asks Judgment against defendant for said Sum of three hundred dollars with interest from August 1st 1867

Petition

The State of Ohio } Robinson & Robinson Attys for Plffs
Union County ss } I Hugh Moore Plff being duly Sworn depose & say the Several allegations of the foregoing petition are true Hugh Moore

Sworn to before me & Signed in my presence this 19th of Dec. 1868 Taber Randall Clerk

Issue Summons & endorse Suit on note for $300 with int. from Aug. 1. 1867 R & R for Plff

And Thereupon the following writ of Summons was issued by the Clerk of said Court to wit,

The State of Ohio Union County ss To the Sheriff of Union County, You are commanded to Notify J. O. Baker that he has been Sued by Hugh Moore in the Court of Common Pleas of Union County and that unless he Answer by the 16th day of January A.D. 1869 the Petition of the said Plaintiff against him filed in the Clerks office of said Court Such petition will be taken as true and judgement rendered accordingly You will due return of this Summons on the 4th day of January A.D. 1869

Summons

Witness Taber Randall Clerk Clerk of said and the Seal thereof at Marysville this 19th day of December A.D. 1868 Taber Randall Clerk

(L. S.)

Sheriffs Return. Rec'd this writ Decr. 19th 1868 Served by delivering to the defts a Certified Copy of this writ Decr. 27th 1868 Fees ℔1.27 J. D. Whelpley Sheriff

Afterwards the following Answer was filed with Clerk which reads to wit

Hugh Moore Plaintiff } Court of Common Pleas Union County Ohio
against } Answer,
J. O. Baker Defendant } The defendant answers to plaintiffs petition and admits the execution & delivery to plaintiff of the note Sued upon in this action, but Defendant avers that

Answer

Said promipory Note was given to plaintiff for a certain Mare then & there at the date of Said Note Sold & delivered by plaintiff to defendant,

Defendant Says that at the time of the purchase by him of Said Mare of plaintiff and at the date of the execution of Said note the eyes of Said Mare were defective So much So that Said Mare is wholly blind nearly half of the time making her unfit for Service - that Said Mare is now & at the time of Said purchase in consequence of Said defect not worth more than fifty dollars and that if She had been Sound She would have been Worth the Amount of Said promissory note to wit $300 The defendant Says that the plaintiff at the time of Said purchase of Said Mare by defendant well Knew that Said mares eyes were defective and that She was unsound in manner aforesaid & although the plaintiff well Knew that Said Mare was So defective & unsound falsely and fraudulently represented to defendant that Said Mare was Sound as aforesaid & plaintiff well Knew that She was not worth more than fifty dollars and defendant would not have purchased Said if it had not been for Said representations. The defendant Says that because of the facts above stated there has been a failure of consideration of Said note to the amount of two hundred & fifty dollars which Amount with the interest thereon the defendant asks may be deducted from the Amount of Said Note So Sued upon and for Such other relief as is just & lawful Porter & Sterling Attys for Deft

J.O. Baker being Sworn Says that he believes the facts Stated in the forgoing Answer to be true. J.O. Baker

Sworn to and Subscribed by Said J.O. Baker in my presence this 22d day of January 1869 Taber Randall Clerk

And thereupon the following Reply was filed with Said Clerk which reads to wit,

Hugh Moore Plff } Court of Common Pleas Union County Ohio
vs } Reply.
J.O. Baker Deft }

The Said Plaintiff for Reply to Defendants Answer Says he admits Said note was given for a bay mare Sold to defendant and Says he the plaintiff did represent to defendant that Said Mare was Sound So far as he the plaintiff Knew, but the plaintiff denies each & every other allegation of Said Answer of defendant & Says they are not true in fact but false and therefore prays Judgment as prayed for in his petition

Robinson & Robinson Attys for Plff

The State of Ohio Union County ss I Hugh Moore plaintiff being duly Sworn depose & Say I believe all of the allegations of the above Reply are true Hugh Moore Sworn to before me & Signed in my presence this 23d of Jany 1869 Taber Randall Clerk

Afterwards on the first day of February A.D. 1869 the following Entry was made in the Journal of Said Court which reads to wit,

Hugh Moore }
vs }
J.O. Baker } The defendant moved the Court to grant a Continuance of this cause for reasons on file in his Affidavit.

It is therfore Considered & adjuaged by the Court that this cause Stand Continued at defendants costs. And that defendant pay the costs of this term within ten days & in default thereof that execution issue therfor,

And afterwards came the Said Defendant & filed with the Clerk of Said Court his Amended Answer which reads as follows to wit

Over

Hugh Moore Plaintiff } Court of Common Pleas Union County Ohio
against } Amended Answer
J. O. Baker Defendant }

1 The defendant by leave of the Court amends his Answer and admits the execution and delivery to plaintiff of the Note Sued upon in this action and says said note was given for a certain Mare which at the date of said note was Sold by plaintiff to defendant,

Defendant Says that at the time plaintiff Sold & delivered said Mare to defendant and as apart of said Contract of Sale he said plaintiff warranted Said Mare to be Sound in every respect. But defendant avers that at the time of said Sale said Mare was unsound in this. that her eyes were diseased & defective So much So that the Mare is wholly blind nearly half of the time making her unfit for Service. and that said Mare is now & was at the time of Sale in consequence of said disease & defect not worth more than fifty dollars. and if She had been as warranted as aforesaid She would have been worth the amount of said Note to wit three hundred dollars,

2d Defendant further Says that plaintiff when he Sold said Mare to him well knew that her eyes were defective and that She was diseased and unsound as aforesaid and although plaintiff well knew that fact he falsely & fraudulently represented to defendant that said Mare was Sound & plaintiff knew that She was not then worth more than $50 and defendant relying upon said Warranty & representations purchased said mare but otherwise would not have bought her,

The defendant therefore Says that there has been a failure of consideration of said note to the amount of two hundred & fifty dollars which amount with interest thereon defendant asks may be deducted from the amount of said claims of plaintiff. Porter & Sterling Attys for Defd

The defendant J. O. Baker being Sworn Says he believes the facts Stated in the foregoing Answer to be true J. O. Baker

Sworn to by J. O. Baker before me and Signed by him in my presence this 27th day of April 1869 Tuber Randall Clerk

And thereupon Came the plaintiff & filed his Reply to the amended answer in the words & Hugh Moore Plff } Court of Comon Pleas Union County Ohio
figures Vs } Reply.
J. O. Baker Deft } The said plaintiff Says the Several allegations of the Said Amended Answer are not true but are denied except that he admits that Said note was given by Said Baker for Said Mare as the price thereof Robinson & Robinson Attys for Plff

State of Ohio Union County ss I Hugh Moore Plff. being duly Sworn Say the Several Allegations of the foregoing Reply are true as I believe

Hugh Moore

Sworn to befor me & Signed in my presence this 27th of April 1869
Tuber Randall Clerk

And afterwards on the 27th day of April 1869 the following Entry was made in the Journal of Said Court which reads in the words to wit,

Hugh Moore }
vs } This day came the parties by their Attorney
J. O. Baker } and thereupon came a jury to wit

Henry J. Marion. Alphonzo Young. A. P. Harvey. John Weaver & George W. Cary regular Jurors & Levi Longbake Samuel McCampbell Joseph Powers Wm. M. Robinson David Snider. L. A Cherry & Robert Graham tales Jurors who being duly empannelled & Sworn the truth to Speak & a true verdict give upon the issues joined between the parties upon their oaths do Say they find for the plaintiff on the issues joined between them

It is therefore Considered Ordered & Adjudged by the court that the said Hugh Moore recover of the said defendant J. C. Baker the Sum of three hundred and thirty one & 35/100 dollars the amount due as set forth in Set forth in said petition not denied by defendant And also his costs in this behalf expended taxed to ff

Taber Randall Clerk

James McCormick } Pleas before his Honor J. S. Conklin Presiding
vs } Judge at a court of Common Pleas begun &
Manerva McCormick } held at the Court House in Marysville within
and for the County of Union in the State of
Ohio On the 2d day of February A.D. 1869. Heretofore on the 28th day of October
1868 the following petition was filed with the Clerk of Said court to wit,

James McCormick Plaintiff } Court of Common Pleas Union County
against } Petition for Divorce
Manerva McCormick Deft } Plaintiff Says he has been a resident
of the State of Ohio for the year last past
and is at present a bona fide resident of the County of Union and
that on or about the 1st day of January 1849 in Jackson Township Shelby
County Ohio he was Married to the defendant thas ever Since Conducted
himself toward the Said defendant as a faithful & dutiful husband
but notwithstanding he performed all the duties required of a husband
the defendant disregarding her duties as a wife on or about the
22d day of February 1868 in the Township of Jackson Union County Ohio
did Commit adultery with one George Jones & at other times thereafter
has committed adultery with other persons to plaintiff unknown.

Plaintiff further Says that on or about the 17th day of October 1868 the defendant
without Cause or provocation left the plaintiff & resides on Rushcreek in the
County of Union and State of Ohio.

The plaintiff prays that he may be divorced from the said Manerva McCormick
and that he may have such other & further relief as equity may require

Reid Randall & Cameron Pltffs Attys

State of Ohio Union County ss James McCormick being duly Sworn
Says the allegations & facts stated in the foregoing petition are true
as he verily believes James McCormick

Sworn to by James McCormick before me and Signed by him
in my presence this 28th day of October 1868 John L. Porter Notary Public
(L.S.)

James McCormick Pltff. } Court of Common Pleas
vs } Union County Ohio
Manerva McCormick Deft }

To Clerk. Issue Summons upon the above case returnable according
to law Oct. 27th 1868 Reid Randall & Cameron. Pltffs Attys

And thereupon the following writ of Summons was issued by the Clerk of said Court to wit.
The State of Ohio Union County ss To the Sheriff of Union County. You are commanded
to notify Minerva McCormick that She has been sued by James McCormick
in the Court of Common Pleas of Union County and that unless She Answer by
the 28th day of November A.D. 1868 the petition of the said plaintiff against her filed
in the Clerks office of said Court Such petition will be taken as true & Judgment
rendered accordingly. You will make due return of this Summons on the 9th
day of November A.D. 1868. Witness Taber Randall Clerk of said Court and the
Seal thereof at Marysville this 29th day of October A.D. 1868 Taber Randall Clerk
Sheriff's Return. Recd Oct. 29th 1868. Served Oct. 30th 1868 by delivering to the Defd
a Certified Copy of this writ Also a Certified Copy of Petition & Copy of Notice
to take depositions Fees $4.57 J. B. Whetsley Sheriff
Afterwards On the 2d day of February 1869 the following Entry was made in the Journal of
Said Court which reads in the words and figures as follows to wit.

James McCormick
vs
Minerva McCormick } Divorce,

And now came the said James McCormick by Randall Hamerson his Attorney and thereupon this
cause came on for hearing upon the petition & testimony was argued
by Counsel and Submitted to the Court On Consideration whereof the
Court do find that the said parties were Married as in said petition
alleged - that due Notice of the filing & pendency of this petition was
given to the said defendant according to law.
And the Court do further find that the said defendant did commit
adultery with said George Jones as in said petition set forth & alleged
It is therefore adjudged & decreed that the Marriage Relation heretofore
existing between said parties be & the same is hereby Set aside & Wholly
annulled and the said parties Wholly released from the obligation
of the same. And it is further Ordered that said plaintiff have the
Care and Custody of John McCormick, Wm McCormick & Elizabeth Emma
McCormick his Minor Children and that he pay the costs of this
action in twenty days and in default thereof that Execution issue
therefor as upon Judgements at law.

Attest Taber Randall Clerk

of said court to wit
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J. M. Davids
vs
Flora Reynolds

Pleas before his Honor J. C. Conklin Presiding Judge at a court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 23d day of April A.D. 1869.

Heretofore on the 22d day April 1869 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit,

J. M. Davids Plaintiff
vs
Flora Reynolds Deft

Court of Common Pleas within & for Union County Ohio

Petition.

The defendant owes the plaintiff upon a promissory Note now over due whereof a copy is hereto attached marked "A" and made a part of this petition the Sum of One hundred and twelve dollars with interest at the rate of One per cent per month from February 9th 1869 to be computed Monthly. The plaintiff says there is no credits on said note and that said note is duly Stamped & the Stamp duly cancelled

The plaintiff therefore prays Judgement against the said Flora Reynolds for said Sum of One hundred & twelve dollars with interest at one percent from february 9th 1869 untill to be computed Monthly. Coats & Gilbert Attys for Plff

State of Ohio Union county ss N. A. Gilbert being first duly Sworn says he is one of the firm of Coats & Gilbert and that this Action is founded upon a written instrument for the payment of money only and that said instrument is now in his possession and that he believes the facts Stated & Allegations of the foregoing petition to be true

N. A. Gilbert

Sworn to before me & Subscribed in My presence this 22d day of April 1869

Taber Randall Clerk

And thereupon the following was filed with said Clerk which reads to wit,

J. M. Davids Plff
vs
Flora Reynolds Deft

Court of Common Pleas within & for Union Co. Ohio,

Answer.

Now comes the said Flora Reynolds by his Attorney A. James Sterling an Attorney of Record of this Court of Common Pleas of Union County Ohio who appears in open Court by virtue of a warrant of Attorney duly made & executed on the 9th day of January 1869 for that purpose and by virtue of said warrant of Attorney waived the issuing & Service of process the benefit of the right of Appeal & Stay of execution. And further by virtue of said warrant of Attorney as aforesaid waives all right of the said defendant to hold exempt from execution any real or personal property - releases all errors that may occur in this action and all right to Sue out any writ of Error to or from any of the proceedings in this action And the said A. James Sterling further by virtue of the Authority conferred upon him by said Warrant of Attorney so as aforesaid executed admits all of the Allegations in the plaintiffs petition to be true. And especially that the said Flora Reynolds defendant owes the said J. M. Davids the plaintiff the Sum of One hundred & twelve dollars with interest at One per cent per month to be computed monthly from Feby 9th 1869 and confesses judgement thereon

A. James Sterling Atty by virtue of
Said Warrant of Atty

And Afterwards on the 23d day of April A.D. 1869 the following Entry was made in the Journal of said Court which reads as follows to wit

J. M. Davids
vs
Floid Reynolds

This day came J. M. Davids Plff by his Attys Coats & Gilbert and filed his petition in this case & thereupon came the said Floid Reynolds by A James Sterling an Attorney of record of this Court who appeard in open Court in behalf of the said Floid Reynolds defendant by virtue of a Warrant of Attorney for that purpose duly executed & proved & now produced in open Court Waived the issuing & Service of process & filed an answer herein and admits all the allegations of the petition of the plaintiff to be true and also waived all errors that have or may accrue in the taking or rendition of Judgement in this case also waived all right or benefit of Appeal from the Judgment. Also waived all of the said defendant to hold exempt from Execution any real or personal property and confessed that the said Floid Reynolds defendant Owes the said J. M. Davids $112 with interest at 1 per cent per month to be computed Monthly from February 9th 1869.

Therefore it is considered Ordered & Adjudged by the Court that the plaintiff J. M. Davids recover of the defendant Floid Reynolds the Sum of One hundred & thirteen dollars & forty cents being the principal & interest thereon at six cent from February 9th 1869 And also his Costs herein taxed at $

Taber Randall Clerk

John U. Elliott
vs
A. L. Smith jun.

Pleas before His Hon. J. A. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville in the County of Union in the State of Ohio On the 3d day of May 1869. Heretofore on the 18th day of March 1869 the following Petition was filed with the Clerk of said Court which reads in the words towit.

John U. Elliott Plaintiff
against
A. L. Smith Defendant

The plaintiff says that this action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy with the endorsements thereon by one J. G. Elliott to plaintiff to wit. Pharesburg February 1st 1869 $100.

Thirty days after date we or either of us promise to pay to J. G. Elliott or order the Sum of One hundred dollars for value received for rents & Services of Store room thouse rent Signed G. A. Elliott A. L. Smith, A. L. Smith

There are no Credits thereon and upon the back thereof is the following "February 1st 1869 I Assign the within to John U. Elliott for value rec'd (signed) J. G. Elliott That said note is joint & Several & the said A. L. Smith (the younger) is liable thereon as one of joint & Several makers. That on said February 1st 1869 said J. G. Elliott indorsed & delivered the said note to plaintiff for a valuable Consideration & plaintiff is now the Owner of the same. No payment has been made on said note & there is now due plaintiff from defendant A. L. Smith (the younger) on said note the Sum of One hundred dollars with interest from the 3d day of March 1869 for which plaintiff asks judgment

Porter & Sterling
Attorneys for Plaintiff

The State of Ohio Union County ss. John G. Elliott being Sworn makes

oath that he is the agent for the plaintiff John W. Elliott duly authorised in the premises that this action is founded upon a written instrument for the payment of money only & is now in the possession of Affiant. He further makes oath that he believes the facts stated in the foregoing petition to be true

John W. Elliott

Sworn to by John W. Elliott before me and signed in my presence this 18th day of March A.D. 1869

Taber Randall Clerk

Clerk- Issue a Summons returnable according to law Indorse Amt. Claimed $100 with interest from March 3d 1869 Porter & Sterling Attys for Plaintiff

And thereupon the following Summons was issued by said which reads to wit,

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to notify A. L. Smith pr. that he has been Sued by John W. Elliott in the Court of Common Pleas of Union County and that unless he answer by the 11th day of April A.D. 1869 the petition of the plaintiff against him filed in the Clerks office of of said Court such petition will be taken as true & Judgment rendered accordingly

You will make due return of this Summons on the 29th day of March A.D. 1869

Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville

(L.S.) this 18th day of March 1869 Taber Randall Clerk

Sheriff's Return "Rec'd this writ March 18th 1869 Served A. L. Smith by delivering to him a certified Copy of this writ March 23d 1869 Fees Service 40 Mileage 80 Copy 25, Return 12 $1,57 Robert Sharp Shff

Afterwards on the 3d day of May 1869 the following Entry was made in the Journal of said Court which reads in the words following to wit

John W. Elliott }
vs }
A. L. Smith } And now came the said John W. Elliott & the said A. L. Smith having failed to demur or answer to the petition of the said John W. Elliott it is considered & adjudged that the said John W. Elliott ought to recover of the said defendant the said Sum of $100- so demanded in his petition together with the Sum of $1,0 which the Court finds as the interest thereon.

It is therefor Considered Ordered and Adjudged that that the said John W. Elliott recover against the said A. L. Smith jun. said Sum of $101 together with his costs in this suit expended taxed to $

Taber Randall Clerk

John C. Elliott }
vs } Pleas before the Hon. J. S. Conklin Presiding Judge at
A. N. Bell } a court of Common Pleas begun and at the Court House in Marysville within and for the County of Union in the State of Ohio on the 3d day of May 1869. Heretofore on the 16 day of March 1869 the following Petition was filed with the Clerk of said court which reads in the words and figures as follows to wit

John C. Elliott Plaintiff } Court of Common Pleas Union County Ohio
vs } Petition.
A. N. Bell Defendant } The plaintiff says this action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy with the credits thereon

$140.21/100 Pharesburg Ohio Feb. 1868, One day after date I promise to pay to the Order of J. C. Elliott or bearer One hundred & forty 21/100 dollars, at Pharesburg O. Value received
A. N. Bell
There are but One credit on said note One book $2.00 two dollars, The plaintiff says there is due & unpaid upon said note One hundred & thirty eight 21/100 dollars with interest the 8th day of February 1868. The plaintiff therefore asks judgment against the defendant for the Sum of One hundred & thirty eight 21/100 dollars with interest from the 8th day of February 1868
Porter & Sterling Attys for Plff
The State of Ohio Union County ss John C. Elliott the plaintiff being first duly Sworn says the facts stated & the allegations made are true as he verily believes John C. Elliott
Sworn to before me by John C. Elliott and Signed by him in my presence this 18th day of March 1869
Taber Randall Clerk
Clerk Issue Summons upon the above Petition Trans suit on note Amount claimed $140.81/100 with interest from Feby 8th 1868 Porter & Sterling Attys. for Plff
And thereupon the following writ was issued by the Clerk of said Court which read as follows
The State of Ohio Union County ss. To the Sheriff of Union County
You are Commanded to notify A. N. Bell that he has been sued by John C. Elliott in the Court of Common Pleas of Union and that unless he Answer by the 17th day of April A.D. 1869 the Petition of the plaintiff against him filed in the Clerks Office of said Court Such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 29th day of March A.D. 1869 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 16th day of March A.D. 1869
Taber Randall Clerk
Sheriff's Return. Received this writ March 16th 1869 Served A. N. Bell by delivering a certified copy this writ at his place of residence March 18th 1869
Fees Mileage 1,40 Service 40 Copy 25 Return 11 $2.17. Robert Sharpe Sheriff
Afterwards on the 3d day of May A.D. 1869 the following entry was made in the Journal of said Court which reads in the words & figures to wit,

John C. Elliott
vs
A. N. Bell

And now came the said John C. Elliott the said A. N. Bell having failed to demur or answer to the petition of the said John C. Elliott. It is considered & adjudged that the said John C. Elliott ought to recover of the said defendant the said Sum of $140.81 so demanded in his petition together with the Sum of $10.37 which the Court finds due as the interest thereon as prayed for in said petition.

It is therefore considered Ordered & adjudged that the plaintiff John C. Elliott recover against the said defendant A. N. Bell said sum of $151.18 together with his costs in this behalf expended taxed to $

Taber Randall Clerk

X Joseph A. Glasscock } Pleas before his Honor J.S. Conklin Presiding Judge at a Court of
vs } Common Pleas begun and held the Court House in Marysville
G. J. Hill & R. Hill } within and for the County of Union in the State of Ohio on the
1st day of May 1869. Heretofore on the 23d day of March 1869 the
following Petition was filed with the Clerk of said Court which reads as follows to wit,
Joseph Glasscock Plaintiff } Court of Common Pleas Union County Ohio
vs } Petition,
G. J. Hill & R. H. Hill Defts } The Plaintiff Says. That on the 13th day of April A.D. 1866
the defendants G. J. Hill & R. H. Hill made & delivered to the
1 plaintiff Joseph A. Glasscock their joint promissory note of that date whereby promised
to pay to the said Joseph A. Glasscock or bearer the sum of ten hundred dollars for value
received a copy of which note is here attached
2d The defendants G. J. Hill & R. H. Hill on the 13th day of April A.D. 1866 to secure
the payment of said promissory note for the sum of ten hundred dollars executed
and delivered to the said Joseph A. Glasscock their Mortgage and thereby
Conveyed to the said Joseph A. Glasscock his heirs and Assigns the following lands and
tenements situate in said County of Union & State of Ohio & Liberty Township
bounded & described as follows to wit, beginning at two Ashes & Swamp beech
S.E. corner to Adam Brakes land thence S 25° W 82 poles to a Stake with sp
two Hickories, thence N 65° W 164 poles to a hickory red oak & Sugar thence
N 9° W 80 poles to a Stake in the original North line of Survey No. 4404
thence with said Original line N 80° E 134 poles to a Stake & Stone N.W. corner
of Adam Brakes land thence with said Brakes west line S 33° W 53 poles
to a red oak Stake & Stone thence S 62° E 105 poles to the place of beginning
Containing One hundred & two acres & thirty One poles more or less, being part
of Military No. 4404 The condition contained in said Mortgage is as follows
that if said G. J. & R. H. Hill shall pay or cause to be paid unto the said Joseph
A. Glasscock their joint promissory note of this date for the sum of ten hundred
dollars with use when due & demanded then these presents shall be void otherwise
to be & remain in full force and virtue
3 On the 19th day of June A.D. 1866 at 10¾ O'clock A.M. the said Mortgage was
deliver to the Recorder to be by him entered on record & recorded on the 19th day
of June A.D. 1866 in Book No. 5 & page 602 of the records of Mortgages for said County
4th The said deed has become absolute. There is due to plaintiff & remaining
unpaid upon said indebtedness the sum of eight hundred forty three 34/100
dollars ($843 34) this 23d day of March A.D. 1869.
5th The defendants G. J. Hill & R. H. Hill have failed to pay said note with the exception
of fifty dollars paid Sept. 6th 1866 & $273 55 paid June 27th 1869 although
the said plaintiff has frequently demanded payment of the
6 The plaintiff asks that the said Mortgage may be foreclosed the said premises
Ordered to be Sold & the proceeds applied to the payment of said debt and
Other & further relief as equity and good conscience may require
Robinsons & Piper Attys for Plffs

State of Ohio Union Co. ss L. Piper being Sworn Says that he is the Attorney of
the above named J. A. Glasscock duly authorised in the premises & he further says
that the above pleadings of Joseph A. Glasscock is founded upon a written
instrument for the payment of money only and is now in the possession of this Affiant
& that the facts Stated & allegations in the foregoing pleading of J. A. Glasscock are

as affiant believes true. He further says the plaintiff Joseph A. Glasscock is a nonresident of said Union County & is now absent therefrom Leonidas Piper
Sworn to by L. Piper & by him Signed in my presence this 23rd day of March A.D. 1869
Taber Randall Clerk
To Clerk — Issue Summons upon the petition in the above case returnable according to law Amount claimed $843 34/100 Robinsons & Piper Attys for Plaintiff
And thereupon the following writ was issued by the Clerk of Said Court which reads to wit
The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify G. J. Hill & R. H. Hill that they have been Sued by Joseph A. Glasscock in the Court of Common Pleas of Union County, and that unless they Answer by the 24th day of April A.D. 1869 the petition of the plaintiff against them filed in the Clerks office of Said Court Such petition Such petition will be taken as true & judgment rendered accordingly. You will make due return of this Summons on the 5th day of April A.D. 1869 Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 23 day of March A.D. 1869 Taber Randall Clerk
Sheriff's Return. Rec'd this writ March 23d 1869 Served G. J. Hill & R. H. Hill by delivering a certified copy of this writ to each of the above named persons March 24th 1869.
Fees Mileage 90 Service 65 Copys 50 Return 12 = $ 217 Robert Sharp Shff
Afterwards on the 1st day of May 1869 the following Entry was made in the Journal of Said Court which reads in the words & figures to wit
Joseph A. Glasscock
vs
G. J. Hill & R. H. Hill
This day came the plaintiff but the defendants came not but made default & this cause was submitted to the Court. Whereupon the Court being fully advised in the premises do find for the plaintiff and that the allegations of his petition are true. And the defendants having paid $200, April 24th $35 on the first of May there remains due & unpaid the Sum of Six hundred & thirteen & 21/100 dollars. It is therefore considered Ordered & adjudged by the Court that the plaintiff recover of the said defendants Said Sum of Six hundred & thirteen & 21/100 dollars due as aforesaid together with costs of Suit
And it is further Ordered that if said defendants fails for ten days to pay Said Judgement Costs & interest that an Order of Sale issue to the Sheriff of Said Union County commanding him to advertise Appraise & Sell Said premises according to law to satisfy Said claim & report his proceedings to this Court

Taber Randall Clerk

John H. Thomas vs Orlando Wells & Osmond Wells
Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court house in Marysville within and for the County of Union in the State of Ohio on the 3d day of May 1869
Heretofore on the 12th day of May 1869 the following Petition was filed with the Clerk of said Court which reads as follows to wit,
John H. Thomas Plaintiff against Orlando Wells & Osmond Wells Defts
Court of Common Pleas Union County Ohio
Petition
The plaintiff says that there is due to him

from the defendant Orlando Wells upon an account (a copy of which is hereto attached) the Sum of Seventy One & 39/100 dollars with interest from the 19th day of December 1868.

That Said account is Over due and no part of Said Sum has been paid. That Said account is for work & labor done & performed by plaintiff for Said Orlando Wells and by virtue of a contract and agreement with Said Orlando Wells in accordance with which contract the plaintiff who is a Carpenter Altered repaired & built addition to a certain dwelling house of Said Orlando Wells Situated on a tract of four hundred & five acres be the same more or less of Said Orlando Wells and being part of Survey No. 4404 on the waters of Millcreek in Liberty Township Union County Ohio Known as the Judy farm & being the same tract of land deeded to Said Orlando Wells by Joshua Judy & Sarah his wife on the 4th day of November 1854 which deed is recorded in the Union County Ohio Record of deeds in Volume No. 18. page 296 & being the same now in the occupancy of Said Orlando Wells Reference is made to Said deed for a more particular description

Said work was commenced on the 7th day of October 1868 & ended on the 19th of December 1868

The plaintiff Says that on the 3d day of March 1869 he made out an account in writing of the items of labor performed by him as aforesaid and on said day made Oath thereto according to law (it being within four months after performing Said labor) and on Said 3d day of March 1869 plaintiff filed the same in the Recorders office of Union County Ohio (Said County of Union being where the Said labor was performed) which account so made & filed was recorded by Said Recorder agreeable to law on March 4th 1869 in Records of Mechanics liens Vol. 1. page 139

The plaintiff has therefore created a lien in his favor on the dwelling house aforesaid & the lot upon which it stands (The Copy of the account hereto attached is the full account so filed with the Recorder including the affidavit to the same)

That the defendant Osmond Wells claims to have (as plaintiff is advised) Some interest in the premises above described: but plaintiff is not advised as to the extent of his interest if any he have

Plaintiff therefore asks Judgement against the said Orlando Wells for said Sum of Seventy One & 39 dollars with interest from the 19th day of December 1868.

That the Said Mechanics lien be enforced that Said property on which the lien attaches be ordered to be Sold to pay Said debt and for Such other & further relief as would be just & equitable Porter & Sterling Attys for Plaintiff

The State of Ohio Union County ss. The plaintiff John H. Thomas being Sworn makes Oath that the facts Stated in the foregoing petition are true as he believes J. H. Thomas

Sworn to by John H. Thomas before me & Signed by him in my presence this 12th day of March 1869 Taber Randall Clerk

To Clerk — Issue a Summons returnable according to law " Amount claimed $71.39 with interest from December 19th 1868 & to enforce Mechanics lien March 12th 1869 Porter & Sterling Attys for Plaintiff

And thereupon the following writ was issued by said Clerk which reads to wit,

The State of Ohio Union County ss. To the Sheriff of said County.

You are commanded to Notify Orlando Wells & Osmond Wells that they have been Sued by John H. Thomas in the Court of Common Pleas of Union County and that unless they Answer by the 10th day of April A.D. 1869 the petition of the said plaintiff against them filed in the Clerks office of said Such petition will be taken as true & judgment

rendered accordingly. You will due return of this Summons on the 29th day of March A.D. 1869. Witness Taber Randall Clerk of said court and the Seal thereof at Marysville this 15th day of March A.D. 1869 Taber Randall Clerk
(L.S.)
Sheriffs Return. Recd. this writ March 19th 1869 Served Orlando Wells & Osmond Wells by delivering a certified copy of this writ to each of the above named persons: March 24. 1869
Fees Mileage 80 Service 65 Copy 50 Return 12 — $2.07 Robert Sharp Sheriff
Afterwards on the 1st day of May 1869 the following Answer was filed with said Clerk to wit
John H. Thomas Plff
vs
Orlando Wells & Osmond Wells Defts
} Union County Common Pleas Court.
Answer.
The said Orlando Wells for his Separate Answer says he denies each & every Allegation & Averment in the plaintiffs petition so far as the same relates to or in any way concern him & asks that he may be dismissed from this action and go hence without day
Reid Randall & Cameron Attys for said Defendants
State of Ohio Union County ss. Orlando Wells the defendant above named being first duly Sworn says the facts set forth & Allegations made in the above Answer are true as he verily believes Orlando Wells,
Sworn to by said Orlando Wells before me & Subscribed by him in my presence this day of April 1869 Taber Randall Clerk
Also the following Answer was filed with said Clerk which reads to wit
John H. Thomas Plaintiff
against
Orlando Wells & Osmond Wells Defendants
} Court of Common Pleas Union County
Answer of Osmond Wells.
The said defendant Osmond Wells for his Separate Answer to the plaintiffs petition says it is not true as alleged in said petition that he owes the plaintiff the Sum of $71.39 nor is he indebted to said plaintiff in any amount. Defendant also says that he & not the defendant Orlando Wells is the Owner of the house & land mentioned in said petition & through his agent Orlando Wells who is improperly joined with him as defendant he employed plaintiff to perform the work mentioned in said plaintiffs petition. Defendant says that the plaintiff Son mentioned in his petition is not a Carpenter or Mechanic of any kind & is was at the time said work was performed wholly unskilled in the use of tools & in the art of house building And the plaintiff being desirous of imparting instructions to his said Son & teach him the trade asked permission of defendant to permit the said Son to work with plaintiff upon the terms that defendant should pay him for the Services of his said Son as much as the same was reasonbly worth which defendant had agreed to do & defendant says that the services of said Son were not reasonably worth over fifty cents per day & board which said Sum of 50 cents per day defendant is willing to allow him and defendant denies that there is a was due to plaintiff for sons work the Sum of $76.50 and says that $51 of of Said $76.50 is an extraordinary & unjust charge & not in accordance with defendants contract with plaintiff.
2d For a Second defense to plaintiffs petition by way of counter claim defendant says that the said plaintiff to induce defendant to employ him to perform the work aforesaid represented himself to be a Skillfull

n the 29th day of
d the Seal thereof
Clerk
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rsons: March 24. 1869

d with said Clerk to wit
Court.

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Defendants
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Union County
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unskilled in
laintiff being
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as reasonbly
t says that
ver fifty cents
defendant is
there is a was
says that $51 00
not in accordance

Counter claim
dant to employ
to be a skillfull

& Competent Mechanic and agreed to perform said work in a good workmanlike Manner but defendant avers that plaintiff performed the work which he has brought this action upon in a careless negligent unskilful & bungling manner in this to wit, The windows sash pannels & doors were carelessly & bunglingly done. the gable ends of the house were bungled & damaged materially, the floor was so carelessly put down as to be worthless & necessary to another in its place and the entire job is a Shameful botch to defendants damages one hundred dollars wherefore he prays judgment against the said plaintiff for the sum of one hundred dollars & that the same be any judgment the said plaintiff may recover against him the said defendant on the cause of action mentioned in the said petition,

Reid Randall & Cameron Pffs Attys,

State of Ohio Union County ss Osmond Wells being first duly sworn says the allegations & facts stated in his foregoing answer are true. O.M. Wells,
Sworn to & Subscribed before me the first day of May 1869
Taber Randall Clerk

And thereupon came the plaintiff & filed his Reply herein which reads to wit,

John H. Thomas Plaintiff } Court of Common Pleas Union County Ohio
against } Reply
Orlando Wells & Osmond Wells Defts }

The plaintiff John H. Thomas now and for Reply to the Answer of the defendants Osmond Wells in the foregoing suit says he denies each & every allegation therein contained
Porter & Sterling Attys for Pff
State of Ohio Union County ss. John H. Thomas being first duly says the facts stated & allegations made in his foregoing Reply are true as he believes
J. H. Thomas
Sworn to by John H. Thomas before me and signed by him in my presence this 1st day of May 1869 Taber Randall Clerk

Afterwards on the 3rd day of May 1869 the following Entry was made in the Journal of said Court which reads in the words following to wit

John H. Thomas }
vs } Mechanics lien
Orlando Wells & }
Osmond Wells }

This day this cause came on to be heard upon the issue joined between the parties & was submitted to the Court and the Court being fully advised in the premises do find that the said Orlando Wells doth owe the plaintiff the sum of thirty three 72/100 dollars as the plaintiff hath in his petition demanded against him

It is therefore considered & adjudged that the plaintiff recover of the said Orlando Wells said sum of thirty three & 72/100 dollars so found due as aforesaid and also his costs in this behalf expended taxed at $

And it is further found by the Court that the said plaintiff hath a lien upon the premises as the plaintiff hath in his petition alleged for work & labor done upon the building thereon as Carpenter as therein alleged.

It is therefore ordered & adjudged that in case the said Orlando Wells fails for ten days from this date to pay to plaintiff said sum of $33.72 so as aforesaid found due with costs of suit that an Order of Sale issue to the Sheriff of said County commanding him to cause the lands & tenements in said petition described to be appraised Advertised & Sold according

to law to Satisfy said Judgement So as aforesaid rendered and that Execution be awarded for the balance, and thereupon the defendants moved the Court for a Second trial which was refused & to the ruling of the Court in refusing said Second Trial the defendants Excepts. The defendants gave Notice of their intention to Appeal this cause to the District Court And the Court fix the Amount of the Bond at $150—

Attest) Taber Randall Clerk

R. S. Spencer vs O. P. Freeman et als } Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union & State of Ohio on the 3d day of February 1869. Heretofore on the 15 day of December 1868 the following Petition was filed with the Clerk of said Court Court.

R. S. Spencer plaintiff vs O. P. Freeman et als } Court of Common Pleas Union County Ohio

Petition.

The said plaintiff says that on the 9th day of January 1862 the transcript of Judgement taken before a justice of the Peace of said Union County against Rue Dildine in favor of J. M. Robinson & C. Rathbun was filed with the Clerk of this Court & docketed according to law on the Execution Docket by him on the 17th day of February 1862 a levy was made by virtue of execution issued on said judgment by said Clerk on the 113 acres of land of said Dildine herein after described That the defendant O. P. Freem bought said land of said Dildine & assumed the payment of said Judgement which was then a lien on said land — That afterwards John Kerr istituted proceedings in this Court against said Dildine Freeman & others for the purpose of enforcing the payment of a judgment which he held against said Dildine & which was also a lien on said land That the plaintiff had previously bought said Judgement from said Robinson & Rathbun & was the Sole owner thereof. That this plaintiff was made a defendant in said action by said Kerr & such proceedings were had in said Cause that farm was Ordered & decreed by said Court to be Sold by the Sheriff who was appointed Special Master Commissioner for that purpose to Satisfy said claim of said Kerr & other liens on said land including said claim of said plaintiff — That said Sheriff in pursuance of said Order did advertise & Sell said premises according to law & reported his proceedings to said Court and the said O. P. Freeman the purchaser was Ordered in the confirmation of said Sale made February 16th 1866 by said Court to pay first the costs of said proceedings — Second a claim of about $570 due & a lien on said land to R. L. Broome & 3d the said claim of the plaintiff R. S. Spencer for Seventy Six dollars — That no deed for said land was made by said Sheriff to said Freeman but said claim of the plaintiff remained a lien thereon & said Freeman has continued ever since & held said land under his original purchase from said Dildine.

That Since that time said Freeman & his wife did to wit May 25 1863 execute a Mortgage to Helen Rose for $800 & afterwards on the 5th day of Oct 1868 execute another to Henry T. Booth for $850 all of which claims seem to be unpaid and uncancelled — The said claim of the plaintiff hath never been paid & there is

and these a ballance of costs also due the officers of this Court on said proceedings which are a lien thereon – Said Kerr claim was settled – Therefore plaintiff asks that said Broome & Said Truman & said Booth & Said Rose be made parties defendants hereto

That said land is in Said County of Union described as follows. Beginning at 3 Buckeyes Southeast Corner of lands belonging to Hugh McCadow thence S10°E 140 poles to a large elm in the South line of said Survey thence with said line S 80° W 130 poles to two beeches & elm thence N10°W 140 poles to a Sugar tree & beech thence N 80° E 130 poles to the beginning Containing 113 acres more or less be sold to Satisfy the plaintiffs said claim & that Such other & further relief as may be right & proper Robinson & Robinson Attys for Plff.

The State of Ohio Union county ss I J.W. Robinson being duly Sworn duly Sworn duly sworn depose & say I am Attorney for plaintiff in this case & the plaintiff is not a resident of the County of Union & I believe the Several allegations of the foregoing petition are true

J. W. Robinson

Sworn to before me & Signed in my presence the 16th day of Dec 1868 Taber Randall Clerk

Precipe. Issue Summons to Sheriff of Franklin County & the County of Licking & the Co. of Union & endorse Suit to enforce Judgement lien for $76 with interest feby 7th 1866

And thereupon the following writ was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to Notify O.P Freeman that he has been Sued by R.S Spencer in the Court of Common Pleas of Union County & that unless he Answer by the 16th day of January A.D. 1869 the Petition of the said plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and judgement rendered accordingly. You will make due return of this Summons on the 28th day of December A.D. 1868

Witness Taber Randall clerk of said Court and the Seal thereof at

(L.S.) Marysville this 15th day of December 1868 Taber Randall Clerk

Sheriff's Return. Rec'd this writ Dec. 15th 1868 Served by delivering to the defendant a certified copy of this writ. Dec. 19th 1868 Fees Service 40 Mileage 60 Copy 25 Return – $1,37 J.B Whelpley Sheriff

Also the following Summons was issued by Said Clerk which reads to wit,

The State of Ohio Union County ss To the Sheriff of Franklin County You are commanded to Notify Henry F. Booth that he &c has been Sued by R.S. Spencer in the Court of Common Pleas of Union County and that unless he Answer by the 23d day of January A.D. 1869 the petition of the said plaintiff against them filed in the clerks office of said Court Such petition will be taken as true and judgement rendered accordingly.

You will make due return of this Summons on the 4th day of January A.D. 1869 Witness Taber Randall Clerk of said Court & the Seal

(L.S.) thereof at Marysville this 15th day of Dec. 1868 Taber Randall Clerk

Sheriffs Return. Dec 24th 1868 Served the within writ of Summons upon H.F. Booth by leaving a certified Copy of this writ at his usual place of residence Fees $1.00 E. Gaver Coroner acting as Sheriff By J.S. Bull Deputy

Afterwards On the 3d day of February 1869 the following Entry was made in the Journal of said Court which reads in the words following to wit,

R. S. Spencer }
vs }
O. P. Freeman et als. } This day came the plaintiff but defendant made default Whereupon this cause was submitted to the

Court Whereupon the Court being fully advised in the premises find the allegation of the petition to be true & there is due plaintiff in manner & form as alleged in his said petition from O. P. Freeman the sum of Eighty nine 69/100 dollars

It is therefore considered Ordered & Adjudged by the Court that defendant O. P. Freeman pay to the plaintiff said Sum of Eighty nine 69/100 dollars & pay the costs of this proceeding in ten days & in default thereof that an Order of Sale issue to the Sheriff of this County Commanding him to Sell the Lands in said petition described according to law to Satisfy said Claim

Taber Randall Clerk

Osee Hursh vs H. W. Minugh } Pleas before his Hona G. S. Conklin Presiding Judge at a Court of Common Pleas begun and at the Court House in Marysville within & for the County of Union & State of Ohio on the 3d day of May 1869 Heretofore on the 22d day of September 1868 the following Petition was filed with the Clerk of said Court which reads in the words and figures following to wit.

Osee Hursh vs H. W. Minugh } Court of Comm on Pleas Union County Ohio
Petition

The said plaintiff says there is due her from the said defendant On the promissory note a copy of which is hereto Attached the Sum of two hundred dollars with interest from the 11th of June 1868 and therefore the plaintiff asks judgement against said defendant for said Sum of two hundred dolears with interst from June 11th 1868.

Robinson & Robinson Attys for Plff

The State of Ohio Union County ss J. W. Robinson being duly sworn depose and say I am plaintiffs Attorney in the foregoing Action & the same is for money only on a written promissory note in my possession & I believe the several allegations of the foregoing petition are true J. W. Robinson

Sworn to before me & signed in my presence by J. W. Robinson this 22d day of September A.D. 1868

Taber Randall Clerk

Issue Summons & endorse Suit on note for $200 with interest from June 11th 1868

Robinson & Robinson Atty for Plff

And thereupon the following writ was issued by the Clerk of said Court to wit

The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify H. W. Minugh that he has been Sued by Osee Hursh in the Court of Common Pleas of Union County and that unless he Answer by the 24th day of October A.D. 1868 the petition of the plaintiff against him filed in the Clerks office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 5th day of October A.D. 1868 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 22d day of September 1868

L.S.

Taber Randall Clerk

Sheriff's Return. Rec'd Sept. 22d 1868 Served Sept. 25th 1868 by delivering to the defendant a certified copy of this writ Fee Service 40 Mileage 2.00 Copy 25 Return 12 = $2.93

J. B. Whetsley Sheriff

And on the 28th day of October 1868 the following Answer was filed with said Clerk to wit

Osee Hursh Plaintiff } Court of Common Pleas within & for the County of Union Ohio
against } Unions
H. W. Minugh Defendant } The defendant Says -

That by way of Counter claim to the cause of
1st action Set forth in the plaintiffs petition that the said promissory note upon which said action is founded was given by the defendant to the said plaintiff in part consideration & satisfaction of a judgement & decree rendered by the Court of Common Pleas of Union County at the February Term thereof A.D. 1868 wherein the said plaintiff Osee Hursh under the assumed name of Osee Minugh was the then plaintiff, & this defendant under the name of Henry W. Minugh was the then defendant in which said judgement & decree it was Ordered and adjudged among other things xxx in Substance as follows that the said then defendant Should pay to the then plaintiff the Sum of One thousand dollars Three hundred dollars to be paid when the said plaintiff Should leave the premises of said defendant on which She then lived. Two hundred dollars in four months from date for the payment of which this said promissory note was given & the balance to be paid in five yearly payments of One hundred dollars each as provided in said decree and that said plaintiff when leaving said premises of said defendant Should take none of his defendants property. And the defendant further says that about April 1868 the said plaintiff left his premises & the paid to her for her use in pursuance of said Judgement & decree the said Sum of three hundred dollars. And further in pursuance of said decree gave his promissory notes Secured by a Morgage for the balance. And yet the said plaintiff disregarding said Judgement & decree when leaving said premises did then & there take & carry away and convert to her own use personal property goods & Chattels of & belonging to the said defendant of the value of One hundred Sixty one & 70/100 dollars (A Schedule of which is hereto attached marked "C" & made part of this Answer.)

2d By way of Set off to the cause of action Set forth in the petition the defendant Says there is due him on account from the said plaintiff the Sum of twenty five dollars (A Copy of which said account is hereto attached marked "B" and made part of this Answer)

The defendant therefore asks that said Sume of money above mentioned Seventy Six & 46/100 dollars & ~~forty~~ twenty five dollars amounting to One hundred & one & 46/100 dollars may be allowed him by way of Counter Claim & set off as herein before Set forth

Coats & Gilbert Defendants Attorneys

State of Ohio Union County ss H. W. Minugh being first duly Sworn Says the facts Stated and allegations Set forth in his foregoing Answer are true as he believes

H. W. Minugh

Sworn to by the said H. W. Minugh before me & by him Subscribed in my presence this 28th day of October 1868 Taber Randall Clerk

Afterwards on the 12th day of November 1868 the following Reply was filed to wit.

Osee Hursh Plff } Court of Common Pleas Union County Ohio
vs } Reply.
H. W. Minugh Deft. } The said plaintiff for Reply to the said Defendants Answer Says She admits said note was given by defendant to the plaintiff for the Second payment due her on the decree of the Court as Stated in said Answer — She admits She received the

first payment under said decree & that she holds defendants notes for the other payments
under said decree and she admits by said answer she was not to take away with her
any of the defendants property, but all other allegations in said answer she denies
& says they are untrue & says she did not take & convert to her use property of defendant
nor is there due the Defendant from the plaintiff the sum of twenty five dollars or
any other sum of money whatever for applis & hay as set forth in said answer.

Robinson & Robinson Attys for Plffs

The State of Ohio Union County ss. I Osee Hursh plaintiff being duly sworn depose
and say the several allegations of the foregoing Reply are true as I believe

Osee Hursh

Sworn to before me & Signed in my presence by Osee Hursh this 11th day of November
1868 Milton Southard J. P.

Afterwards on the 13th day of November 1868 the following Entry was made in
the Journal of said Court which reads in the words following to wit,

Osee Hursh
vs } Continued on affidavit of the defendant & at his costs.
H. W. Minugh

and on the 30th day of January 1869 the following Entry was made in said Journal Court

Osee Hursh
vs } The defendant by written & affidavit applied for a continuance
H. W. Minugh } which motion is allowed by the Court Whereupon it is considered
and adjudged by the Court that defendant pay the costs of this
term in twenty days & in default thereof that Execution issue therefor

And afterwards on the 3d day of May 1869 the following Entry was also made
in the Journal of said Court reads in the words & figures as follows to wit

Osee Hursh
vs } This day came the parties & thereupon came a jury to wit
H. W. Minugh } I. C. Bolkins, Andrew Keyes David Winget Wm Cartmell
James B. Whelpley Abram Morey, B. W. Keyes Adam Wolford
J. L. Snider J. H. Clement Sam'l M. Campbell & G. L. Sellers who being duly
empannelled and Sworn the truth to Speak & a true Verdict give
on the issue joined between the parties, do fix the plaintiff & against the
defendant on the counter Claim & Set Off and that is due the plaintiff on the note
as set up in her petition two hundred and eleven dollars

It is therefore considered & adjudged by the Court that the plaintiff
recover of the defendant said Sum of two hundred & eleven dollars & his costs
herein expended taxed to ff

Second trial demanded & allowed & Bond fixed $500

Attest) Taber Randall Clerk

X

Rutan Riddle Vco } Pleas before his Honor J. S Conklin Presiding Judge at a Court
vs } of Common Pleas begun and held at the Court House in Marysville
John McClain } within & for the County of Union & State of Ohio on the 23d day of
April 1869. Heretofore on the 6th day of August 1868 the Plaintiff
came & filed his petition herein with the Clerk of said Court which reads in the words to wit
Rutan Riddle & Co a Partnership, Plff } Union Common Pleas Ohio Court
vs } Petition
John McClain Defendant } The plaintiffs Rutan Riddle & Co say they are a
partnership firm not incorporated, Rutan Riddle & Co
is the name & style by which they are generally known.

No. 1 On the 27th day of November 1866 the December the defendant John McClain made & executed & delivered to Samuel Tate acting Executor of L. H. Coe dec'd his promissory note of that date & thereby promised to pay said Tate as said Executor or Order on or before 1st day of May 1867 next the Sum of $94co for value received with interest from date a copy of said note with endorsements thereon is hereunto attached.

2d On the 1st day of December A. D. 1866 the said Samuel Tate as said Executor Sold endorsed & delivered for full value said note to the Plaintiffs — There is due & remaining unpaid upon said note the Sum of $94co with interest thereon from the 27th day of November A. D. 1866

No III. 1 On the 27th day of November A. D. 1866 the defendant John McClain made executed & delivered to Samuel Tate Executor of L. H. Coe dec'd his promissory note of that date & thereby promised to pay to said Tate as said Executor or Order the Sum of $144co on or before the 27th day of November A. D. 1867 for value rec'd with interest from date a copy of said note with the endorsements thereon is hereto attached.

2 On the first day of December A. D. 1866 the said Samuel Tate as said Executor Sold endorsed & delivered said note to the plaintiff for the full value thereof to him paid. There is due & remaining unpaid upon said note the Sum of $144co with interest thereon from the 27th day of November A. D. 1866

No IIII. 1 On the 27th day of November A. D. 1866 the defendant John McClain made executed and delivered to Samuel Tate Executor of L. H. Coe dec'd his promissory note of that date & thereby promised to pay to said Tate as said Executor the Sum of $144co on or before the 27th day of November A. D. 1868 with interest from date for value received — A copy of said note with the endorsements thereon is hereto attached

2 On the 1st day of December A. D. 1866 the said Tate as said Executor Sold endorsed & delivered said note to the plaintiff for full value to him paid.

No IV. The said three notes were given for the purchase money for the following described lands Sold by the said Tate Executor to the said John McClain by title Bond which said Title Bond was also assigned to & is now in the possession of the Plaintiffs together with an Deeds Deed executed by the said Executor to the Defendant & placed in the hands of the plaintiffs to be delivered on full payment of the said Notes said lands are situate in the County of Union State of Ohio Being part of Va Military Survey No 9919 & bounded & described as follows. Beginning at the S.W. corner of said Survey a Stone at the roots of a beech One of the Original corner trees — thence with the west line of said Survey N 8° W 68 poles to a Stone & two elms S.W. Corner of Joseph Temple — thence with his South line N 80¾° E 84 72/100 poles to a Stone — Corner to Andrew Shmeltzer — thence with his line S 8° 40' E 68 poles to a Stone in the South line of said Survey & South west corner to said Schmeltzer — thence with said line S 80¾° W 84 72/100 poles to the beginning containing 36 acres more or less

By the terms of said Title Bond the defendant is required to pay all taxes thereon assessed & thereafter to be assessed on said lands.
The plaintiffs ask Judgement against the defendant for the sum of $238.00 with interest thereon from the 27th day of November A.D. 1866 & for an Order & decree to sell the said premises to satisfy the same in default of payment within a day to be fixed by the Court & for such other Further Order & decree as to each note not not yet due as Equity & Justice may require — & the Plaintiff now here ~~brings~~ brings the said due into Court to be delivered to the said defendant or other persons whom the Court may Order on the final payment of said notes or Sale of said premises
West Walker & Kennedy Pltfs Attorneys.
State of Ohio Logan County ss Robt Lamb being first duly Sworn says he is one of plaintiffs in the above cause says the matters & facts stated in the forgoing petition are true as he verily believes
R. Lamb
Sworn to & Subscribed before me & in my presence this 3d day of August A.D. 1868
by Robt Lamb
R. B. Lynch Notary Public
L.S.
Issue Summons for defendant returnable according to law Endorse Amount Claimed $238.00 with interest thereon from the 27th Nov. A.D. 1866 West Walker & Kennedy Pltfs Attys
And thereupon the following Summons was issued by the Clerk of said Court to wit
The State of Ohio Union County ss To the Sheriff of Union County. You are Commanded to Notify John McLain that he has been Sued by Rutan Riddle & Co in the Court of Common Pleas of Union County & that unless he answer by the 5th day of September A.D. 1868 the petition of the Plaintiff against him filed in the Clerks Office of said Court Such petition will be taken as true & Judgement rendered accordingly
You will make due return of this Summons on the 17th day of August A.D. 1868
Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 6th day of August 1868
Taber Randall Clerk
Sheriff's Return. Recd Aug. 6. 1868 Served Aug. 10th 1868 by defendant a certified copy of this writ. Fee Service 40 Mileage 2.40 Copy 25 Return 12 = $3.17 J. B. Whipley Sheriff
Afterwards on the 9th day of November 1868 the following Entry was made in the Journal of said Court which reads in the words & figures to wit.
Rutan Riddle & Co A partnership firm
vs
John McLain
The defendant failing to answer is Adjudged in default & this cause by the plaintiff is Submitted to the Court who being fully advised finds the allegations of petition to be true & that there is due to plaintiffs on the two notes in the petition described $253.07 which Sum with interest & costs the defendant is adjudged to pay plaintiffs within five days & in default thereof the said premises be Sold by the Sheriff as upon Executions at Law & the Money brought into Court to await Our Order thereon. And as to said note not yet due & all other questions not disposed of this Cause is Continued
Taber Randall Clerk

Frances Jane Williams Mary K. Williams
Sally Fox Elizabeth H. Talbott & Jeremiah J. Talbott her Husband

vs

Ransom C. Clark

Pleas before his Honor J. S. Conklin Presiding Judge at a court of Common Pleas begun and at the Court House in Marysville within and for the County of Union in the State of Ohio On the 30th day of October A.D. 1866. Heretofore on the 25th day of January 1862 the following Petition was filed with the Clerk of said court to wit

Thomas H. Williams Sally Fox Elizabeth H. Talbott & Jeremiah J. Talbott her husband Plaintiffs

vs

Ransom C. Clark Defendant

In the court of Common Pleas of Union County Ohio

Petition.

Petition

The plaintiffs Thomas H. Williams Sally Fox Elizabeth H. Talbott & Jeremiah J. Talbott her husband Say that on the 18th day of June A.D. 1783 Military Warrant No. 860 for two Thousand Six hundred & Sixty Six & 2/3 acres of land was duly issued by the proper Authorities of the State of Virginia to one David Williams therein named of the said State of Virginia in Consideration of the Services before that time performed by the said David Williams for three years as a Lieutenant of the Virginia Continental line in the Revolutionary War.

Plaintiffs further Say that the said David Williams performed the said three years set forth in said Military Warrant No. 860 in the said Virginia Continental Line (which was also known & designated as the Virginia line on Continental Establishment) as such Lieutenant in the Company of Captain Charles Porterfield & in the eleventh & fifteenth Virginia Regiments on Continental establishment Revolutionary War which said Eleventh Regiment was Commanded by Col. Daniel Morgan.

Plaintiffs also further Say that afterwards on or about the year 1785 the said David Williams removed to the State of Kentucky, and afterwards the about the year 1797 he the said David Williams died intestate & without issue and that at the time of his death he was seized of & was then the Sole owner of the Whole of said Military Warrant No. 860

Plaintiffs further say that one Thomas Williams late of the County of Mason and State of Kentucky now & for many years deceased was at the time of his death and after the death of the said David Williams his Only Surviving brother and heir & his Sole heir at law. and as the Sole heir & the legal representative of the said David Williams he the said Thomas Williams became the Owner and Seized of said Military Warrant No. 860 from & after the death of the said David Williams and plaintiffs Say that said Thomas Williams in his lifetime Sold and Assigned Seven hundred & twenty two acres & two thirds of an acre of said Military Warrant 860 to One Duncan McArthur which has been duly Satisfied in full by Entry Survey & Patent One hundred acres of said Warrant was Sold & assigned to One John Stewart & two hundred acres of said Warrant was Sold & assigned to one Daniel Henry which last mentioned two assignments have never been Satisfied by either Entry, Survey or Patent leaving fifteen hundred acres of said Military Warrant No. 860 not Sold assigned or disposed of & of which the said Thomas Williams was Seized & owned at the time of his death no part of which said fifteen hundred acres of said Warrant No. 860 had been Satisfied by Entry Survey or patent by said Thomas Williams during his lifetime but the same remained wholly unsatisfied at the time of his death.

Plaintiffs also Say that the said Thomas Williams died intestate at the said County of Mason and State of Kentucky about the year A.D. 1832 leaving the said

Petition

plaintiffs the said Thomas H. Williams Sally Fox (whose husband is now dead) & the Elizabeth H. Talbott who was then Elizabeth Law and has since intermarried with the said Jeremiah J. Talbott (who is also a plaintiff in this action) who were his heirs & his only heirs at law & the said Thomas H. Williams Sally Fox Elizabeth H. Talbott now the wife of the said Jeremiah J. Talbott are now the only heirs & legal Representatives of the said Thomas Williams deceased & as the heirs and legal representatives of the said Thomas Williams deceased at his death they became & were the owners & seized of the said fifteen hundred acres of said Military Warrant No. 860 that remained unsold unassigned & unsatisfied at the time of the death of said Thomas Williams as aforesaid.

Plaintiffs also say that after death of the said Thomas Williams to wit: on the 11th day of February A.D. 1834 Five hundred acres of land lying & being in the County of Union in the State of Ohio and in the Virginia Military District of Lands set apart for that purpose was duly entered on a part of said Military Warrant No. 860 (being a part of the fifteen hundred acres unsatisfied as aforesaid) in the name of the heirs & legal representatives of David Williams which said Entry was then & there numbered & known & designated as Entry No. 13506 & the land so entered & appropriated thereby is bounded & described as follows to wit! Situate in the County of Union & State of Ohio On the waters of Bokes creek it being Survey No. 13506 bearing date March 2d 1857 founded on part Military Warrant No 860 to wit for 500 acres the whole being for 666 2/3 acres Beginning at a Lynn Buckeye & Sugar tree Northwest corner to Barley & Merrimans Survey No. 3237 North east corner of their Survey No. 3234 & South east corner to Thomas Bowyers Survey No. 5289 thence with Bowyers line North Seven degrees east 200 poles to an ash Sugar tree & beech Southeast corner to Mary Stephensons & Thomas Holts Survey No. 12124 thence with their line S 83° E. 400 poles to an ironwood & beech South east corner to said Survey & North west corner to Allen Latham's Survey No. 3237 thence with Latham's line S 7° W 200 poles to two beeches North east corner to Barley & Merrimans said Survey No. 3237 thence with their line & binding thereon N 83° W 400 poles crossing several branches to the beginning!

Plaintiffs say that they have never sold assigned nor in any manner disposed of their right title & interest in & to said Military Warrant No 860 no to any part thereof — nor have they nor has either of them ever assigned sold nor in any way or manner disposed of their right title or interest either legal or equitable in & to said Entry No 13506 & the lands appriated by & in the same nor any part thereof & they say they were the only persons for whom & for whose benefit said Entry No. 13506 was made as aforesaid that after the death of the said Thomas Williams they the said Thomas H. Williams Sally Fox & Elizabeth H. Talbott were the persons & the only persons who did & could rightfully sustain the relation of heirs legal representatives of the said David Williams and that they are now the owners & the only owners of the equitable title to the said lands entered as aforesaid on part of said Military Warrant No. 860 and in said Entry No. 13506 and herein before particularly described.

Plaintiffs also say that there was another David Williams formerly a resident of the State of Virginia who was also a Lieutenant in the Virginia (Military) line on Continental establishment in the Revolutionary War that the said last mentioned David Williams served a such Lieutenant in said War in the twelfth & eighth Virginia Regiments on said Continental establishment that the said twelfth Regiment was annexed to the Eighth Regiment before the close of said War and thereafter was a part of said

Petition

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Eighth Regiment which was commanded by Col. James Wood that the Said David Williams was in the Company of Captain William Vance while in the Service as aforesaid and Served in Said two Regiments and none Other and that the Said last mentioned David Williams

Petition

received Land bounty for his Said Services and all the Land bounty due him & which he was entitled in any way to receive from the Said State of Virginia for and in Consideration of his whole entire Services in the Said Virginia line on Continental establishment for and during the entire Revolutionary war, that the Said Land bounty was issued to the Said David Williams & to his Assignee by the proper Authority of the State of Virginia on the 26th day of September A.D. 1809 & amounted to three thousand & Seventy three acres of Land & was issued in the following manner to wit Military Warrant No. 5748 for fifteen hundred & thirty Six & One half acres of Land on Said Land Mentioned day was duly issued to the Said David Williams in his own name & was in part consideration for his Services aforesaid And on the Same day Military Warrant No 5747 for the like quantity of fifteen hundred & thirty Six & one half acres of Land was issued to One Abraham J. Williams who was the Assignee of the Said David Williams & the Said last mentioned warrant was issued in Consideration and in full consideration of the ballance due to the Said David Williams for his Services as aforesaid for the Period of Six years & Seven months.

Plaintiffs also Say that the Said Military Warrant No 5748 issued as aforesaid to the Said David Williams was in the Lifetime of the Said David Williams Satisfied in full by Entry Survey & Patent in the Virginia Military District in the State of Ohio and that no part of the same was ever entered in the Said County of Union in the State aforesaid either in the name of the last mentioned David Williams or after his death in the name of his heirs and legal representatives of the Said David Williams.

Plaintiffs Also Say that the Said last Mentioned David Williams was a resident of the County of Mercer & State of Kentucky at the time Said Warants were issued to wit in the year 1809 and had resided in Said Mercer County for many years prior thereto & Continued there to reside until his death that the Said last named David Williams died at the Said County of Mercer & State of Kentucky about the year 1832 that in his lifetime he made his last will & testament, which last will & testament was duly produced in the County Court within & for the Said County of Mercer & State of Kentucky proven & admitted to record, that by & in Said last will & testament among other things the Said David Williams gave & bequeathed to One Isaac N. Thompson all his lands in Ohio not disposed of previous to that time and Plaintiffs Say that about the year 1857 the Said Isaac N. Thompson and his then wife Jane Thompson executed to the defendant R.C. Clark an Assignment release & deed of quit claim purporting therein to convey into him the Said R.C. Clark all their interest legal & equitable in & to Said Entry No. 13506 & the lands contained & described therein being the Same lands herein before described by mets & bounds & entered & a part of Said Military Warrant No. 860 that the Said defendant afterwards procured a Survey to be made of Said lands and afterwards on the 14th day January A.D. 1861 he the Said defendant obtained a Patent for Said lands from the Government of the United States conveying to him the legal title to the Same

Plaintiffs Say that the Said Isaac N. Thompson & Jane Thompson his said wife had no right title interest or estate either legal or equitable in and to Said lands nor had either of them any right title interest or estate whatever in the Same nor in or to any part thereof either before or at the time

Petition

of executing said Assignment & deed of quit claim by them as aforesaid & they did & could convey any right title & interest whatever to said defendant by & in the same

Plaintiffs also say that said defendant R.B. Clark Obtained said Patent & the legal title to said lands conveyed to him thereby & described in the same by & through fraud & has ever since continued to hold the same in fraud of the rights of the plaintiffs that he Obtained said Patent & the legal title thereby conveyed by & in virtue of the said assignment release & deed of quit claim made & executed to him as aforesaid by said Isaac N. Thompson & wife & by virtue of no other title & interest whatever.

Plaintiffs therefore ask that the said defendant Ransom b. Clark may to the best of his knowledge remembrance information & belief full true direct & perfect answer make to All & Singular the matters & things aforesaid & that he shall set forth fully & particularly how in what manner & by what means & through whom he derives his said title & that he set out in full the evidence & the proofs by means of which he was enabled to procure said Patent to be issued by the Government of the United States conveying to him the legal title of said lands as aforesaid and the plaintiffs pray that on the final hearing hereof the said defendant Ransom b. Clark may be decreed to convey by deed in fee Simple all his title interest & Claim & demand in & to said lands to the plaintiffs in common and that the plaintiffs may have such Other & further relief in the premises as may be equitable & just Coats & Porter Attys for Plffs.

The State of Ohio Union County ss. John L. Porter being duly Sworn Says he is One of the Attorneys of the Plaintiff herein that the plaintiffs are all non residents of the said County of Union & are now absent therefrom. Affiant further Says that he believes the facts Stated in the foregoing petition to be true John L. Porter

Sworn to by John L. Porter before me & Signed by him in my presence this 25th day of January A.D. 1862 Taber Randall Clerk

Thomas H. Williams & Sally Lee Elizabeth H. Talbott & Jeremiah J. Talbott her husband Plaintiffs vs Ransom b. Clark Defendant — Court of Common Pleas Union County Ohio

I Ransom b. Clark the defendant herein do hereby waive the issuing & Service of process in this case & enter my appearance in the same Jany. 25th 1862

R.B. Clark Defendant

And thereupon came the Defendant & filed his Answer herein which reads to wit

Thomas H. Williams et als against R.B. Clark Defendant — Court of Common Pleas — Answer of defendant

Answer

The defendant for Answer to the petition of Plaintiffs Says it is true that Warrant No. 860 mentioned in said petition issued to David Williams for his Services as Lieutenant in the Revolutionary War but defendant denies for the purpose of requiring proof each & every allegation in said petition giving a history of his Services & Says it is not true as therein alleged that said David Williams served as a Lieutenant in the 11th Regiment under Col Morgan & afterwards died in 1797 defendant denies that this is the David Williams to whom said Warrant issued & it is not true that said Thomas Williams was his heir at law nor is it true that plaintiffs are his heirs at law or the heirs of Thomas Williams dec'd but on the contrary said Thomas Williams & the plaintiffs never had any right or interest in said land Warrant nor is it true that said David Williams

of Mercer County Kentucky did not on said Warrant are all untrue & defendant further denies that Warrants No 5748 & 5749 were all the Warants issued to David Williams of Mercer County & that they were in full Satisfaction for his claim for bounty land & Says the allegations in said petition in that regard are untrue — The plaintiffs are not the heirs of the one & the other of the David Williams' who Served in the Revolutionary War if two Lieutenants there were nor was Thomas Williams the heir of either the One & the other of them

The defendant denies each & every allegation of fraud charged in said petition against him and those under whom he holds and they are untrue

2d The defendant further answering Says that he is not of his own knowledge able to answer but from information & belief he avers that in the year 1817 Duncan McArthur induced said Thomas Williams of Mason County to make claim to said Warrant & to assign to said McArthur a portion thereof and soon after that time (not now known by defendant but not exceeding one year thereafter) finding that David Williams of Mercer County My denied his right thereto a compromise was entered into between said McArthur Thomas Williams & David Williams whereby said David Williams whereby said David Williams relinquished to said McArthur & Thomas Williams all claim on the part of said Warrant assigned as aforesaid to said McArthur in consideration of certain real estate conveyed to said David Williams & an abondonment of all further claim to said Warrant by said Thomas Williams & an assignment to said David Williams by said Thomas Williams of all interest he had of the remainder of the same and from that time forward he said Thomas Williams never made any claim whatever to said Warrant nor those claiming under him nor the plaintiffs at any time have made any claim thereto until one year prior to the commencement of this action while on the other hand the said David Williams as early as 1807 if not earlier claimed said Warrant as purchaser from the former owner thereof or the person to whom the same was issued in 1783 (the defendant does not know which) and on the 10th of March 1807 he caused entry No 5216 for 500 acres to be made on said Warrant in said Military District in the name of David Williams & had the same surveyed & paid the taxes thereon or caused the same to be done for many years & said Entry No 5216 covered precisely the same land that is in controversy in this action & described in plaintiffs petition & said David Williams having died in 1831 Joseph W. Thompson as his Exr. for Isaac N. Thompson his devisee of said land caused said Entry to be withdrawn & made entry No 13506 for 500 acres February 4th 1834 covering said land in the name of the Representatives of David Williams dec'd. and afterwards said Thompson sold & conveyed the same to the Defendant for a valuable consideration & in 1857 the defendant procured an official Survey to be made of the same by the Surveyor of the said Military District & with said Entry Survey & assignment & said Will of said David Williams dec'd a patent was obtained by defendant from the President of the United States in January 1861 for said land & the defendant & those under whom he holds said land as aforesaid have had the entire control of said land ever since its first location in 1807

3d The defendant further answering Says the plaintiff ought not recover in this action because he says in good faith without fraud believing said Thompson legally entitled to said real estate he for a valuable consideration bought said land as aforesaid & he and those under whom he holds as aforesaid have had open & notorious adverse possession of said Warrant & entries for more than twenty five years last past prior to the commencement of this action and the plaintiffs & those under whom they pretend to claim title to said land have not for more than twenty five years

last past prior to the commencement of this action made any claim to said land or warrant and did not in that time exercise any acts of Ownership or Control over the Same is Stale & ought not to be enforced in any Court of Equity or Law after the lapse of that period of time against title of defendant obtained as aforesaid in good faith.

4th Answer

The defendant further Answering says that entry No. 5216 was originally made in good faith by said David Williams & afterwards in 1834 said Entry was withdrawn & No. 13506 was made by Isaac N. Thompson as aforesaid in good faith & the Same has been Surveyed & Carried into patent at great expense to defendant & those under whom he claims as aforesaid to wit the Sum of five hundred dollars which is a Sum necessary to be expended in making Such entry & Survey & procuring a Patent & is justly a Charge upon Said land & defendant avers that in justice & equity the plaintiff Should be required by the Court to refund to defendant said Sum of money necessarily & properly expended as aforesaid in making Said Entry & Survey & procuring the patent as aforesaid before the plaintiffs shall be allowed to avail themselves of the title So obtained by the defendant & those under whom he holds as afores aid if the Court Shall on final hearing adjudge in favor of the plaintiffs in this action.

Therefore defendant asks that this his fourth defense may be taken as a Cross Petition for the purpose therein expressed & if a decree be entered in favor of Plaintiffs it Shall be made Subject to the Claim aforesaid of defendant for necessary & proper Charges thereon for procuring the land to be entered Surveyed & patented as aforesaid Robinson & Robinson Attys for Defts

The State of Ohio Union County ss I R. C. Clark being duly Sworn do say the Statements made in the foregoing Answer are true as I believe R. C. Clark

Sworn to before me by R. C. Clark Plaintiff & Signed by him in my presence this 30th January 1862 Taber Randall Clerk

Afterwards on the 1st day of April 1862 the following Entry was made in the Journal of Said Court which reads in the words and figures to wit

Thomas H. Williams Sally Ann Elizabeth H. Talbott & Jeremiah J. Talbott her husband plaintiff

vs

R. C. Clark Defendant } Civil action

This day came the plaintiffs by their Attorneys the Said defendant being in person before the Court & by Counsel and thereupon this cause came on to be heard upon exceptions taken by the plaintiffs to the depositions taken by the defendant of the following witnesses to wit Isaac N. Thompson & Lucy Jane Arnold and David W. Thompson and the Court being fully advised in the premises do find that Said Exceptions were well taken & the Same are thereupon Sustained by the Court, the defendants having filed exceptions to the depositions of Thomas H. Williams taken by the plaintiffs Said exceptions are by agreement Sustained and thereupon leave is granted by the Court to the plaintiffs to withdraw the exhibits attached to Said depositions

Afterwards on the 1st day of December 1863 the following entry was also entered in the Journal of Said Court which reads in the words which reads to wit.

Thomas H. Williams et als. }

vs }

R. C. Clark } and now comes the Said parties &

On their Oral Consent now given in Open Court it is Ordered that this action be referred to James E. Wright Esq to hear & determine the Same as a Referee as aforesaid and that the said Referee report his proceedings & determination at the next Term of this Court the consent of parties the plaintiffs have to file his Reply within twenty day from the rising of this Court)

Afterwards on the 31st day of Dcer 1863 came the plaintiffs filed their Reply which reads as follows.

Thomas H. Williams Sally Jon Elizabeth H. Talbott
& Jeremiah J. Talbott her Husband Plaintiffs } Court of Common Pleas of
Against } Union County Ohio
R. C. Clark Defendant } Reply

The above named plaintiffs now come and now at all times hereafter saving to themselves all and all manner of benefit & advantage of exception Motion Demurrer or Otherwise that can or may be had & taken to the many errs & uncertainties in the said Answer of the said defendant, Reply thereto & say that as to the Second Third & fourth causes of defense contained in said Answer, they admit the death of the said David Williams of Mercer County Kentucky as therein set forth That he left a will that David W. Thompson was his Executor that Isaac N. Thompson executed an assignment or deed of conveyance for said lands mentioned in said Answer and that said defendant procured a Survey of said lands & with said Survey, Entry & Assignment or deed of conveyance of said Isaac N. Thompson together with the Will of said Williams of Mercer County Kentucky deed the defendant obtained a Patent of said lands in January 1861 and said ~~xx~~ Plaintiffs deny each & every other allegation contained in the said three Several Causes of defense Contained in said Answer

John B. Coats Atty for Plaintiffs

The State of Ohio Union County ss John B. Coats being Sworn Says that he is Attorney of the Above Named plaintiffs duly authorised in the premises and that the said plaintiffs are not residents of Union County Ohio & are all of them now absent therefrom and that the facts Stated & Allegations in the foregoing pleading of plaintiffs are as affiant believes true John B. Coats
Sworn to before me & Signed in my presence this 31st day of December A.D. 1863

Taber Randall Clerk

February 9. 1864 This cause was Continued under former Order of Reference
April 16. 1864 This cause was Continued under former Order

Afterwards on the 3d day of Decmbr 1864 the following was entered in said Journal to wit

Thomas H. Williams et als. } Referee Ordered to Report by the next
vs } Term of this Court & Continued.
Ransom C. Clark }

February 10th 1865 This cause was Continued under former Order

~~December 9th This cause Continued~~

And afterwards on the 10th day of April 1865 the Report of said Referee was filed herein which reads as follows to wit.

Thomas H. Williams et als. Plaintiffs } The State of Ohio Union County
vs } Court of Common Pleas.
Ransom C. Clark Defendant }

The undersigned to whom this cause was refered at the September Term thereof A.D. 1863 Submits his Report

Report on the matters so referred to him hearing & determination after hearing the evidence & arguments of Counsel

1st I find. that there were persons in the Army of the Revolution on Continental establishment by the name of "David Williams"

2d That they were Cotemporaries & both officers of the rank of Lieutenants

3d That they were Virginians & known by the titles of Hunter David Williams" and "Indian David Williams" respectively.

4. That they both removed to Kentucky the first to Mercer County & the Second to Mason County

5 That "Hunter David Williams" died Intestate on the 8th day of November A.D. 1831.

6 That "Indian David Williams" died intestate about the year 1797

7 That J. N. Thompson under whom the defendant derives titles was the Devisee of "Hunter David Williams" to the extent of all his real estate in the State of Ohio

8. That Thomas Williams of Mason Kentucky was the brother-Heir[illegible] of "Indian David Williams"

9 That Thomas Williams died about the year A.D. 1832

10. That the Plaintiffs are the only Surviving heirs of Said Thomas Williams.

11 That the defendant claims title by virtue of a deed of quit Claim from J. N. Thompson unto dated Oct. 14th 1857 for Entry & Survey No. 13506 and is now the ~~[illegible]~~ holder of the legal title of the lands embraced by Said Entry by virtue of a Patent dated Jany 14, 1861

12 That Land Warrant No 860 for 2666 2/3 acres issued to David Williams of Mason County on the 15th day of June A.D. 1783 and that he was the owner thereof at the time of his death to the extent of 2166 2/3 acres

13 That Thomas Williams became the Owner by descent of the interest of the Said David Williams deceased.

14 That Entry No 5216 purporting to have been made on the 10th day of March A.D. 1807 and the Survey purporting to have been made on the 20th day of March A.D. 1808 were so made at the instance & request of Thomas Williams of Mason County Va for his benefit in the name of David Williams then deceased and that he continued to be the Owner thereof and of the Warrant at his death

15. That Entry No 13506 purporting to have been made on the 4th day of February 1834 in the name of the heirs & legal representatives of David Williams was so made for the benefit of the heirs of Said Thomas Williams of Mason County

16 That neither the plaintiff nor defendant nor those under whom they claim have ever had actual possession of the land in Controversy.

Upon these facts it is my opinion and conclusion of law that the Patent to the defendant improperly issued and that he should declared a trustee and decreed to Convey to the Plaintiffs April 11th 1864 James E. Wright Referee

Afterwards on the 7th day of December 1865 this Cause was Continued
And On the 21st day of February 1866 this cause was again Continued
On the 8th day of may 1866 this Cause was continued by agreement,
Afterwards On the 30th day of October A.D. 1866 the following Entry was made in the Journal of Said Court which reads as follows to wit,

Thomas H. Williams et,als, }
vs } This day came John B. Coats Attorney
Ransom C. Clark } for the heirs of David Williams dec'd Suggested to the Court that the said Thomas H. Williams one of the plaintiffs in this action has departed this life since the Commencement of this action and the Court being Satisfied that Such Suggestion is true Order it to be entered accordingly. And thereupon on Motion of John B. Coats Attorney as aforesaid

and it being made to appear that Frances Jane Williams & Mary K. Williams are the only children & heirs of the said Thomas K. Williams surviving him.

It is Ordered that this action do stand revived as to the said Thomas K. Williams in the name of the said Frances Jane Williams & Mary K. Williams who with the said Sally Fox Elizabeth K. Talbott & Jeremiah G. Talbott her Husband the Surviving plaintiffs to this action.

This is entered of Record as of Monday October 29th 1866 by Order of Court.

And afterwards on the 30th day of October 1866 the following Entry was made in said Journal, viz,

Frances Jane Williams Mary K. Williams Sally Fox
Elizabeth K. Talbott & Jeremiah G. Talbott her Husband Plffs
Against
Ransom & Clark Defendant } This day came the parties by their Attorneys & thereupon this Cause came on to be heard upon the Report heretofore made in this action by James E. Wright, a Referee herein before appointed by this Court finding in favor of the plaintiffs upon all the issues joined between the parties upon the petition Answer and Reply and the said Report being produced & inspected by the Court here & Ordered in all things to be confirmed. Thereupon it is Ordered Adjudged & decreed by the Court that the said R.E. Clark do forthwith execute & deliver to the above named plaintiffs Frances Jane Williams Mary K. Williams Sally Fox & Elizabeth K. Talbott a deed in fee Simple with Covenants of Special Warranty conveying to said plaintiffs the lands in the petition described as follows to wit, Situate in the County of Union & State of Ohio on the waters of Bokes Creek. It being Survey No. 13506 bearing date March 2d 1857 founded on part of Military Warrant No 860 to wit for 500 acres the Whole being for 266⅔ acres beginning at a Lynn Buckeye & Sugar tree Northwest Corner to Barley & Merrimans Survey No. 3237 & Northeast Corner to Thomas Bowyers Survey No. 3234 & South east Corner to Thomas Bowyers Survey No. 5289 thence with Bowyers line North Seven degrees East 200 poles to an Ash Sugar tree & beech Southwest Corner to Mary Stevenson & Thomas Holts Survey No. 12124 thence with their line S 83° E 640 poles to an ironwood & beech South east Corner to said Survey & North west Corner to Allen Lathams Survey No. 11346 thence with Lathams line S 7° W 200 poles to two beeches North east corner to Barley & Merrimans said Survey No 3237 thence with their line & binding thereon North 83° W 400 poles crossing several branches to the beginning

And it is further ordered that in default thereof that this decree shall Operate as such Conveyance according to the Statute in such case made & provided.

And it is further Ordered that within ten days from the Entry of this decree the defendant Ransom E. Clark pay the costs of this Suit taxed to dollars & cents and in default thereof that Execution issue therefor.

This is entered of Record as of Monday October 29th 1866 by Order of Court

And it is Ordered by the Court that the Sum of two hundred dollars be allowed to James E. Wright Esq. as his fee as Referee in this case to be taxed in the Bill of Costs against the defendant

Attest Taker Randall Clerk

Dolbear Ryan & Woods } Pleas before his Honor J. A. Conklin Presiding Judge at
vs } a Court of Common Pleas begun & held at the Court House
J M Kinikin } in Marysville within & for the County of Union in the State
of Ohio on the 29th day of September A.D. 1869. Heretofore on the 27th day
of September A.D. 1869 the following petition was filed with the Clerk of said Court, to wit
S.W. Dolbear J.H. Ryan & W.W. Woods partners in
business under the firm name of Dolbears Ryan & Woods Plffs } Court of Common Pleas
vs } Union County Ohio
J. M. Kinikin Defendants } Petition

The Plaintiffs say that on or about the 26th
day of August 1867 the defendant made & delivered to the plaintiffs under
their firm name of Dolbear Ryan & Woods his promissory note of that date of
the following is a Copy "Marysville Ohio August 26th 1867"
"Two Months after date for value received I promise to pay Dolbear Ryan &
"Woods Two Hundred & fifty dollars with Six per interest from date and I
hereby dispense with demand of payment protest & Notice of Nonpayment
of this note and authise any Attorney at Law to appear for us or either of
us at any time after the same shall become due in any Court of record
in the State of Ohio or elsewhere & waiving the issuing & Service of process
and confess judgement against against us or either of us in favor of
the holder or holders of this note for the amount of said note & the interest
thereon at the rate of Six per Cent per Annum after the same shall become
due together with Costs of Suit and release all errors and writs of Error and
waive the Stay of execution and all right of Appeal in this behalf
Witness my hand and Seal & Seal this 26th day of August 1867
$250.00 Signed J M Kinikin Seal
Said promissory note has the following Credit thereon "Jany 4th 1868 paid on
the within note eleven dollars. Plaintiffs further say that there is
due from the defendant to them on said note the Sum of Two hundred
& forty five & 40/100 dollars which they claim with interest from the 4th day January
1868 and for which they ask judgement against him
M. C. Lawrence Atty for Plaintiffs

The State of Ohio Union County ss M C. Lawrence being Sworn Says that
is the attorney of the above Plaintiffs duly authorised. that the foregoing
Petition is founded upon a written instrument for the payment of money
Only which instrument in writing is now in the possession of this affiant
as such attorney and that the facts Stated & allegations contained in
the foregoing Petition are as he believes true M C. Lawrence
Sworn to by M C. Lawrence before me & signed by him in my presence this
27th day of September 1869 Taber Randall Clerk
And thereupon the following Answer was filed with said Clerk to wit,
S. W. Dolbear J. H. Ryan & W. W. Woods partners &c. Plaintiffs } In Union Com. Pleas
vs } Answer on Cognovit
J. M. Kinikin Defendant }

The said J. M. Kinikin by L. Piper his Attorney
(under & by virtue of a warrant of Attorney now produced to the Court & duly
proved) comes & waives the issuing & Service of process herein and enters the
appearance of the said J. M. Kinikin & for Answer Says that he cannot

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deny the right of action of the Plaintiffs nor that he, said defendant did promise as the plaintiffs hath alleged nor that there is due to the Sum of $245.40 with interest from January 4th 1868 and confesses judgment for said Sum of Money with interest and costs. And all errors are released and right of appeal waived by virtue of said warrant of Attorney

September 27th 1869 L. Piper Atty. for Deft

Afterwards On the 29th day of September 1869 the following Entry was made in the Journal of said Court which reads in the words and figures as following to wit.

S.W. Dolbear & H. Ryan & W.W. Woods Partners in Business under the firm of Dolbear Ryan & Woods. Plaintiffs

vs

J. M. Kinikin Defendant } This day came into Court the Plaintiffs by their Counsel & filed their petition against the said J.M. Kinikin defendant & thereupon Leonidas Piper one of the Attorneys of this Court appeared in Open Court in behalf of the said J.M. Kinikin & by virtue of a warrant of Attorney for that purpose executed by the said J.M. Kinikin & now produced in Open Court & duly proved waived the issuing & Service of process & acknowledged that the said J.M. Kinikin did assume and promise in manner & form as the plaintiffs have in their said petition alleged against him & confessed that there was due from the said defendant to the plaintiffs the Sum of $245.40 with interest from January 4th 1868 making the Sum of $270.92.

It is therefore considered ordered & adjudged by the Court that the said Dolbear Ryan & Woods do recover of the said J.M. Kinikin the Sum of Two hundred & Seventy 92/100 dollars ($270.92) so confessed as aforesaid and also their costs herein expended taxed at $ And by virtue of the same warrant of Attorney all errors & writs of error in the premises are released and all right of appeal waived

Taber Randall Clerk

Samuel Carlmell } Pleas before his Honor J.S. Conklin Presiding
vs } Judge at a Court of Common Pleas begun and
A. Curl & wife } held at the Court House in Marysville within
and for the County of Union in the State of Ohio on the
27th day of September A.D. 1869. Heretofore on the 13th day of August 1869 the
the following Petition was filed with the Clerk of said Court which reads to wit,

Samuel Carlmell Plff } Court of Common Pleas
vs } Union County Ohio
A. Curl & Margaret Curl Defts } Petition.

The Plaintiff says On the 16th day of March
A.D. 1867 the defendant A. Curl made & delivered to J.W. Robinson his
three promissory notes of that date and thereby promised to pay to said
J.W. Robinson or bearer the sum of four hundred & thirty five dollars
in one two & three years from date for value received

1st Copy of first note "On the 16th day of March 1868 I promise to pay
to J.W. Robinson or bearer One hundred & fifty five dollars with interest for
value received $145 Mortgage Stamped March 16th 1867 A. Curl

2d Cause of Action. Promissory note of which the following is a copy.
On the 16th of March 1869 I promise to pay to J.W. Robinson or bearer

One hundred & forty five dollars with interest for value received $145.00 Mortgage Stamped
March 16th 1867 A. Curl

111 Cause of Action. The defendant A. Curl on the 16th day of March A.D. 1867 to Secure the payment of said notes executed & delivered to J.W. Robinson his Mortgage deed & thereby conveyed to J.W. Robinson his heirs & Asigns the following lands & tenements. Situate in said County of Union & in Survey no. 4069 & being the 17 acre lot on the Milford & Marysville State road Conveyed to said A. Curl by said J.W. Robinson by deed dated March 16th 1867 & bounded on the west by said road. On the South by the Fulton (farm) On the east by McVeys Land & On the north by the lot sold to Edward Malone but once by George Good
The Condition contained in said Mortgage deed was in substance that if said notes & interest are paid as they become then this Conveyance shall become void Otherwise the same shall remain in full force. On the 17th day of March A.D. 1867 at 8 Oclock A.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on record & was by said Recorder recorded on the 22d day of March A.D. 1867 on Mortgage Records Vol. No. 6. page 173
The said deed has become Absolute as to the two notes aforesaid
There is due & remaining unpaid upon said indebtedness the Sum of two hundred & ninety dollars with interest from the 16th day of March 1867
The plaintiffs asks that said Mortgage may be foreclosed the said premises Ordered to be Sold & proceeds applied to the payment of said debt and Execution awarded for the ballance — The plaintiff says that he is the Owner of the third note aforesaid & has it in his possession — which said note falls due on the 16th March A.D. 1870 Robinson & Piper Attys for Plff
State of Ohio Union County ss. Samuel Cartmell being duly Sworn says that he believes the facts stated & allegations in his foregoing petition to be True Samuel Cartmell
Sworn to by Samuel Cartmell before me & by him signed in my presence this the 13th day of August A.D. 1869 Taber Randall Clerk
To the Clerk — Issue Summons upon the petition in the above case returnable according to law Amount claimed $290.00 with interest from the 16th day of March A.D. 1867 Robinson & Piper Attys for Plaintiff
And thereupon the following writ was issued by said Clerk which reads to wit.
The State of Ohio Union County ss To the Sheriff of Union County.
You are Commanded to Notify A. Curl & Margaret Curl that they have been Sued by Samuel Cartmell in the Court of Common Pleas of Union County and that unless they Answer by the 11th day of September A.D. 1869 the Petition of the Plaintiff against them filed in the Clerks office office of said Court Such petition will be taken as true & Judgement rendered accordingly.
You will make due return of this Summons on the 23d day of August A.D. 1869. Witness Taber Randall Clerk of said Court and the Seal thereof at (L.S.) Marysville this 13th day of August 1869 Taber Randall Clerk
Sheriffs Return. "Rec'd this writ August 13th 1869 Served A. Curl & Margaret Curl by delivering to each of them a certified Copy of this writ August 23d 1869 Fees $1.37 Robert Sharp Sheriff
Afterwards on the 27th day of September A.D. 1869 the following Entry was made in the Journal of said Court which reads in the words and figures as follows to wit

See Next page

Samuel Cartmell
vs
A. Curl & Margaret Curl
} Petition on Note & Mortgage

And now comes the Samuel Cartmell by J.W. Robinson his Attorney And the Said A. Curl & Margaret Curl Still failing to demur or Answer to Said petition it is considered that the Said plaintiff ought to recover the amount due him by reason of the premises & the Court with the consent of the Said plaintiff find that there is due from the Said defendant to the Said plaintiff on the note in the Said petition Set forth the Sum of three hundred & thirty four dollars & eight.

It is therefore Considered by the Said Court here that the Said plaintiff recover of the Said defendant the Said Sum of $334 08/100 the Sum so found due as aforesaid & also his Costs laid & Expended

And it is further Ordered & Adjudged by the Court that in case the Said defendant fails for ten days from the close of this term of the Court to pay to the Said plaintiff the Said Sum of $334 08/100 So as aforesaid found due with Costs Said an Order issue to the Sheriff of Said County of Union Commanding him to cause the Said Lands & Tenements in Said petition described to wit. Situate in the County of Union in the State of Ohio & in Survey No 4067 & being the 17 acre lot on the Milford & Marysville State road Conveyed by Said J.W. Robinson by deed dated March 16th 1867 & bounded on the West by Said road on the South by the Sutton land. On the east by the McVey land And on the North by the lot Sold to Edward Malone but once owned by George Good to be appraised Advertised & Sold according to Law & apply the proceeds of Said Sale in Satisfaction of Said Judgment as aforesaid rendered. And as to the note not due this Cause is Continued.

Attest) Taber Randall Clerk

A. R. Gage
vs
J. A. Culbertson
} Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun and at the Court House in Marysville within and for the County of Union in the State of Ohio on the first day of October A.D. 1869

Heretofore on the 20th day of August A.D. 1869 the following Petition was filed with the Clerk of Said Court which reads in the words and figures to wit,

A. R. Gage Plaintiff
against
J. A. Culbertson defendant
} Court of Common Pleas
Union County Ohio
Petition.

1 First cause of Action

The Plaintiff says that this cause of action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy to wit,

"$200- Milford Center Feb. 6th 1869 Six months after date I promise to pay to the Order of A. R. Gage two hundred dollars for 20 head of Sheep with interest

(Signed) J. A. Culbertson"

There are no credits thereon. And there is now due & unpaid to the plaintiff from said defendant on said note the Sum of $200- with interest from the 6th day of Feb 1869

2d Second cause of Action. The plaintiff says that this cause of action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy to wit, "$731 75/100 Milford May 1st 1869

"One day after date I promise to pay to the Order of A. R. Gage (or order) Seven hundred thirty One & 75/100 dollars at ten per cent interest from date Value received

(Signed) J. A. Culbertson"

There are no credits thereon and there is now plaintiffs due and unpaid

from said defendant on said note the Sum of Seven hundred thirty one 75/100 dollars which he claims with interest at ten per cent from the first day of May 1869

3d Third Cause of Action. The plaintiff says this Cause of action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy to wit. "$100 00 Milford Center O. May 3d 1869. "30 days after date I promise to pay to the Order of A R. Gage (or order) One "hundred dollars at— Value received (Signed) J. A. Culbertson"

There are no credits thereon, and there is now due & unpaid from the Defendant to the plaintiff on said note the Sum of One hundred dollars with interest from the 3d day of June 1869

4th Fourth cause of Action. The plaintiff says that this cause is founded upon a promissory note for the unconditional payment of money only of which the following is a copy "$601 75/100 Milford Center O. July 12th 1869 One day after date I promise to pay to "the Order of A R. Gage (or bearer) Six hundred & one 75/100 dollars at— Value received "(Signed) J. A. Culbertson"

There are no credits thereon and there is now due & unpaid on said note from the said defendant to the plaintiff the Sum of Six hundred & one 75/100 dollars with interest from the 13th day of July 1869

The plaintiff therefore asks Judgement against the defendant for the Sum of Sixteen hundred & thirty three 32/100 dollars with interest on $200 from Feby 6th 1869 & on $731 75 from May 1st 1869 at 10 per cent on $100 from June 3d 1869 & on $601 75 from July 13th 1869 & for other proper relief

Porter & Sterling Attys for Plff

The State of Ohio Union County ss John L. Porter makes oath that he is one of the Attorneys for the plaintiff in this action duly authorized in the premises that this action is founded upon four promissory notes each for the payment of money only and all of said notes are in the possession of affiant. He makes further oath that the facts stated in the foregoing Petition are true as he believes

John L. Porter

Sworn to by John L. Porter before me & Signed by him in my presence this 20th of August 1869

Taber Randall Clerk

To the Clerk — Issue a Summons returnable according to law endorse "Amount claimed $1633 32/100 with interest on $200 from Feby 6. 1869 — on $731 75 from may 1st 1869 at 10 per ct. — On $100 from June 3d 1869 & on $601 75 from July 13th 1869 — Aug. 20th 1869

Porter & Sterling Attys for Plff

And thereupon the following Summons was issued by said Clerk to wit.

The State of Ohio Union County ss To the Sheriff of Union County.

You are Commanded to Notify J. A. Culbertson that he has been Sued by A R. Gage in the Court of Common Pleas of Union County and that unless he Answer by the 18th day of September A. D. 1869 the Petition of the plaintiff against him filed in the Clerks office of said Court such petition will be taken as true and judgement rendered accordingly. You will make due return of this Summons on the 30th day of August A.D. 1869. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 20th day of August 1869

Taber Randall Clerk

Sheriffs Return "Rec'd this writ August 20th 1869 Served J. A. Culbertson by delivering to him a certified copy of this writ August 24th 1864 Fees $1.57 Robert Sharp Sheriff

And Afterwards on the first day of October 1869 the following Entry was Made in the Journal of said Court which reads as follows

C. R. Gage Plff
vs
J. A. Culbertson Deft.

And now comes the said C. R. Gage & the said J. A. Culbertson having failed to demur or Answer to the petition of said C. R. Gage it is considered & adjudged that the said C. R. Gage ought to recover the Sum of $168.57 So demanded in his petition. It is therfore considered that the said C. R. Gage recover against the said J. A. Culbertson the said Sum of $168.57 together with his costs in & about his Suit in this behalf expended taxed to $

Taber Randall Clerk

James M. Robinson
vs
James Mulvane

Pleas before his Honor J. S. Conklin Presiding Judge at a court of common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 30th day of September A. D. 1869. Wednesday on the 9th day of August 1869 the following Petition was filed with the Clerk of Said court to wit

James W. Robinson Plaintiff
vs
James Mulvane Defendant

Court of common Pleas Union County Ohio

Petition

The Said plaintiff Says that there is due him from the defendant on his note assigned to plaintiff (a copy of which is hereto attached) the Sum of ninety Eight & 79/100 dollars with interest from December 2d 1868 & therefore the plaintiff asks Judgement against Said defendant for Said Sum of Ninety Eight dollars & Seventy nine cents with intrest from december 2d 1868

2d For a Second cause of action plaintiff Says there is due him from the defendant on the account (A copy of which is hereto attached) the Sum of forty dollars for which he also asks Judgement against the defendant

J. W. Robinson

The State of Ohio Union County ss J. W. Robinson plaintiff being Sworn deposes And Say the Several Allegations of the foregoing petition are true as I believe

J. W. Robinson

Sworn to before me & Signed in my presence this 9th day of Aug. 1869 A.

Taber Randall Clerk

Issue & endorse Suit on note for $98.79 with intrest from Dec. 1868 and on account for $40

J. W. Robinson

And thereupon the following writ of Summons was issued by said Clerk to wit.

The State of Ohio Union County ss. To the Sheriff of Union County, You are Commanded to Notify James Mulvane that he has been Sued by J. W. Robinson in the Court of Common Pleas of Union County and that unless he Answer by the 11th day of September A. D. 1869 the Petition of the Said Plaintiff against him filed in the Clerks office of Said Court Such Petition will be taken as true and Judgment rendered accordingly. You will make due return Of this Summons on the 23d day of August A. D. 1869. Witness Taber Randall Clerk of Said Court & the Seal thereof at Marysville this 9th day of August 1869

Taber Randall Clerk

Sheriffs Return. Rec'd this writ August 9th 1869 Served James Mulvane by leaving a certified copy of this writ at his usual place of residence August 10th 1869 Fees $1.77

Robert Sharp Sheriff

Afterwards on the 30th day of September 1869 the following Entry was made in the Journal of said Court which reads in the words and figures as follows to wit,

James W. Robinson Plff
vs
James Mulvane Deft

And now comes the said James W. Robinson & the said James Mulvane having failed to demur or answer to the petition of the said James W. Robinson. it is considered that the said James W. Robinson ought to recover the said Sum of $133 79/100 so demanded in his Petition together with the Sum of $11 41/100 which the Court finds due as the interest thereon as prayed for in said Petition.

It is therefore considered that the said James W. Robinson recover against the said James Mulvane the said Sum of $145 20/100 together with his costs in & about his suit in this behalf expend layed to dollars & Cents

Taber Randall Clerk

A. James Sterling
vs
J. A. Culbertson & Baird Watson

Pleas before his Hono G. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the first day of October A.D. 1869.

Heretofore on the 28th day of August 1869 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit

A James Sterling Plaintiff
against
J. A. Culbertson & David Watson Defts

Court of Common Pleas Union County Ohio

Petition

The Plaintiff says this his action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy with the credits thereon,

Milford Oct. 25th 1868 Three months after date I promise to pay A. J. Sterling One hundred & eighty five dollars for value received J. A. Culbertson, David Watson

There are no credits thereon — There is due from the defendants to the plaintiff on said note the Sum of $185 00 One hundred & eighty five dollars which he claims with interest from the 25th day of January 1869 & for which he asks judgement

Porter & Sterling Attys for Plff

State of Ohio Union County ss A James Sterling being Sworn says the facts stated & allegations made in the foregoing petition are true as he believes A. James Sterling

Sworn to by A James Sterling before me & Signed by him in my presence this 28th day of August 1869

Taber Randall Clerk

To the Clerk — Issue a Summons upon the foregoing petition returnable according to law Endorse Suit on note Amount claimed $185 with interest from Jany 25th 1869

Porter & Sterling Attys for Plff

And Thereupon the following Summons was issued by the Clerk of said Court to wit

The State of Ohio Union County ss To the Sheriff of Union County

You are Commanded to Notify J. A. Culbertson & David Watson that they have been Sued by A James Sterling in the Court of Common Pleas of Union County and that unless they Answer by the 25th day of September A.D. 1869 the Petition of the said Plaintiff against them filed in the Clerks office of said Court such Petition will be taken as true and

Judgement rendered accordingly. You will make due return of this Summons on the 6th day of September A.D. 1869 Witness Taber Randall Clerk of said Court and the Seal (L.S.) thereof at Marysville this 28th day of August A.D. 1869 Taber Randall Clerk U. C. P.
Sheriffs Return. Recd. this writ August 28th 1869 Served. J.A. Culbertson & David Watson by leaving a certified copy of this writ at their place of residence September 1st 1869
Fees $2.17 Robert Sharp Sheriff
Afterwards on the first day of October 1869 the following Entry was made in the Journal of said Court which reads in the words and figures as following to wit.

A James Sterling
vs
J. A. Culbertson & David Watson

Now comes the plaintiff A James Sterling & the said defendants J.A. Culbertson & David Watson having failed to Answer or demur to the said petition of the plaintiff it is considered that the said plaintiff A James Sterling ought to recover the said Sum of $192.55 So demanded in his said petition which the Court finds due him.

It is therefore considered by the Court that the Plaintiff recover of the said Defendants the said Sum of $192.55 together with his costs in this suit expended taxed to $

Taber Randall Clerk

Jasper N. Gosnell
vs
A. P. Meeker

Pleas before his Honor J. J. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on 1st day of October 1869.

Heretofore on the 20th day of August 1869 the following Petition with the Clerk of said Court which reads in the words & figures to wit.

Jasper N. Gosnell Plff
vs
A. P. Meeker Defd.

Court of Common Pleas Union County Ohio
Petition
The Plaintiff says that this his action is founded upon a promissory note of which the following is a copy together with the endorsements thereon - "Nine months after date I promise to pay Abraham Hornbeck or Order the full & just Sum of One hundred & ten dollars & Sixty nine cents for value received this 10th day of March 1868"
(Revenue Stamps 10cts cancelled) (Signed) A. P. Meeker"
There are no credits on said promissory note & no payments have been made thereon - said note is endorsed as follows "March 31st 1868 For value received I guarantee the collection of the within note (Signed) Abraham Hornbeck" also "$100 August 17th 1868 For value received I guarantee the payment of one hundred dollars of the within note in case it cannot be collected of either A.P. Meeker or Abraham Hornbeck by due course of Law" (Signed) Alphonzo Young."
Plaintiff says that he is now the legal Owner of said promissory note & that there is due from the defendant to him on said promissory note the Sum of One hundred & eleven dollars & Sixty nine cents with interest from the 11th day of December 1868 for which he asks Judgement M. L. Lawrence Plaintiffs Atty.
The State of Ohio Union County ss. I M. L. Lawrence being first duly Sworn do say that I am the Attorney of the Plaintiff that this action is founded upon a written instrument for the payment of money only

which written instrument is in My possession as Such Attorney & that I believe the Statements made & allegations contained in the foregoing Petition to be true M. C. Lawrence

Sworn to by M.C. Lawrence before me & signed by him in my presence this 20th day of August A.D. 1869 Taber Randall Clerk

Mr. Clerk - You will issue a Summons for the defendant A.P. Meeker Endorse Plaintiff claims $111.10 with interest from decemb 10th 1868 & asks Judgment thereon Aug. 20, 1869 M.C. Lawrence Pltf's Atty

And thereupon the following Summons was issued by the Clerk of said court to-wit

The State of Ohio Union County ss To the Sheriff of Union County.

You are Commanded to Notify A.P. Meeker that he has been Sued by Jasper N. Gosnell in the Court of Common Pleas of Union County and that unless he answer by the 18th day of September A.D. 1869 the Petition of the Plaintiff against him filed in the Clerks Office of Said Court Such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons on the 30th day of August A.D. 1869

Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 20th day of August 1869 Taber Randall Clerk

Sheriffs Return, "Rec'd. this writ August 20th 1869 Served A.P. Meeker by delivering at his place of residence a certified Copy of this writ August 23d 1869

Fees $1.37 Robert Sharp Sheriff

And afterwards on the 1st day of October 1869 the following Entry was made in the Journal of Said Court which reads in the words as follows

Jasper N. Gosnell Pltf. }
vs }
A. P. Meeker Deft. } This day came the said plaintiff by his Attorney and the said A.P. Meeker came not but made default, And this was submitted to the Court by the plaintiff - upon Consideration whereof the Court do find that there is due from the defendant A.P. Meeker to the plaintiff on the promissory note in the petition mentioned the Sum of $111.10

It is therefore Considered Ordered & Adjudged by the Court that the said Jasper N. Gosnell recover of the said A.P. Meeker the Sum of One hundred Seventeen 10/100 dollars ($111.10) the Sum so found due & also his Costs herein expended Taxed to $

Taber Randall Clerk

Porter & Sterling } Pleas before his Honor J.S. Conklin Presiding Judge
vs } at a Court of Common Pleas begun & held at the Court
Joseph A. Culbertson } House in Marysville within & for the County of Union in the State of Ohio on the 20th day of September A.D. 1869. Heretofore on the 20th day of September 1869 the following Petition was filed with the Clerk of said Court which reads as follows

John L. Porter & Alfamus Sterling partners doing business und the firm name of Porter & Sterling Pltfs } Court of Common Pleas
Against } Union County Ohio
Joseph A Culbertson Defendant } Petition

The Plaintiffs say this action is founded upon a promissory note for the unconditional payment of money only of which the following is a True Copy with the Credits thereon Marysville O. Sept 11th 1868 $ 47.00 Sixteen days days after date as principal debtors we jointly & severally promise to pay Porter & Sterling or order at their office in Marysville Forty Seven dollars for value received with ten per cent interest and we hereby dispense with demand of payment of this note & authorize any Attorney at Law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio or elsewhere & waive the issuing & Service of process & confess Judgement against us or either of us in favor of the holder or holders of this note for the amount of said note & interest payable annually after the same shall become due together with ten per cent Attorneys fees for collecting the same and & release all errors and waive all right of Appeal in this behalf. Witness our hands and Seals this 11th day of September 1868 Signed Joseph Culbertson [Seal]

There are no notes on the above described note. The plaintiffs say there is due thereon said note from the defendant the sum of ($47) Forty Seven dollars with interest at 10 per cent from the 11th day of September 1868 and for which sum & interest at ten per cent they ask Judgement.

Porter & Sterling

State of Ohio Union County ss Afames Sterling being Sworn Says the facts stated & Allegations made in the foregoing petition are true as he truly believes A. James Sterling Sworn to before me by A. James Sterling & Signed by him in my presence this 20th day of September 1869

Faber Randall Clerk

And thereupon came the defendant by his Atty. & filed his answer herein to wit

John L. Porter & Afames Sterling Partners doing busines under the firm Name of Porter & Sterling. Plaintiffs } In the Court of Common Pleas Union County Ohio

against } Answer

Joseph A. Culbertson Defendant }

This day came Joseph A. Culbertson by John B. Coats an Attorney of Record in this Court who appeared in open Court in behalf of the said Joseph A. Culbertson & by virtue of a warrant of Attorney for that purpose executed & now produced to the Court & duly proved waived the issuing & Service of process & admits the allegations made in the Petition to be true & confessed that said defendant Joseph A. Culbertson owes to the plaintiff said Sum of ($47) Forty Seven dollars with ten per cent interest from September 11th 1868

John B. Coats Attorney by Virtue of a Warrant of Atty

And afterwards on the 20th day of September the following Entry was made in the Journal of said Court which reads in the words following to wit.

Porter & Sterling } Cognovit.

vs }

Joseph A. Culbertson } And now comes the said Porter & Sterling & file their Petition against the said Joseph A. Culbertson and thereupon John B. Coats one of the Attorneys of this Court Appeared in Open Court in behalf of the said Joseph A. Culbertson & by virtue of a Warrant of Attorney for that purpose executed & now produced to the Court & duly proved waives the issuing & Service of process and confessed that the said Joseph A. Culbertson does owe to the said Plaintiffs the said Sum of $52.10 as the said plaintiffs have in their said Petition set forth

It is therefore considered that the said Porter & Sterling do recover of the said Joseph A. Culbertson the said sum of $52.10 so confessed

to be due and also their costs in this behalf expended layed to ff
And by virtue of the Same Warrant of Attorney all Error is released and right of appeal waived by the said Joseph A. Culbertson.

Attest) Taber Randall Clerk

Adam Blumenshain
vs
P. Manchester & W. H. H. Titus

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun Held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 27th day of Septembr A.D. 1869. Heretofore on the 9th day of August 1869 the following Petition was filed with the Clerk of said Court which reads in the words as follows to wit

Adam Blumenshain Plaintiff
vs
P. Manchester & W. H. H. Titus Deft

Court of Common Pleas
Union County Ohio
Petition.

The Plaintiff Says this his action is founded upon a promissory note of which the following is a Copy

"Nine months after date for value received We promise to pay Hiram Benton or bearer One hundred & five 35/100 dollars Newton O. Sept. 26th 1868 P. Manchester W. H. H. Titus"

There is due from the dependants to the Plaintiff on said note the sum of One hundred & five 35/100 dollars which he claims with interest from the 26th day of June A.D. 1869 and for which he asks Judgement

Robinson & Piper Attys for Plff

State of Ohio Union Co SS. L. Piper being Sworn says that he is the Atty of the above named Adam Blumenshain duly Authorized in the premises that the above pleading of Adam Blumenshain is founded upon a written instrument for the payment of money only & is now in the possession of this affiant and that the facts Stated & Allegations in the foregoing Pleading of Adam Blumenshain are as affiant believes true. L. Piper

Sworn to before me & Signed in my presence this ninth day of August A.D. 1869 Taber Randall Clerk

To Clerk— Issue Summons upon the Petition in the above case returnable according to law— Amount Claimed One hundred & five 35/100 dollars ($105 35/100) with interest from the 26th day of June A.D. 1869

Robinson & Piper Attys for Plff

And thereupon the following Summons was issued by said Clerk to wit

The State of Ohio Union County ss To the Sheriff of Union County.
You are commanded to Notify P. Manchester & W. H. H. Titus that they have been Sued by Adam Blumenshain in the Court of Common Pleas of Union County & that unless they Answer by the 11th day of September A.D. 1869 the Petition of the Plaintiff against them filed in the Clerks office of said Court Such Petition will be taken as true & Judgment rendered accordingly. You will make due return of this Summons on the 23d day of August A.D. 1869 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 9th day of August 1869

Taber Randall Clerk

(S.S.)

Sheriffs Return. "Rec'd this writ August 9th 1869 Served W. H. H. Titus by delivering to him a certified copy of this writ P. Manchester not found in my County Aug. 11th 1869 Fees $1.00 Robert Sharp Sheriff

Afterwards on the 27th day of September 1869 the following entry was made in the journal of said Court which reads in the words & figures as follows to wit.

Adam Blumenshin
vs
P. Manchester & W. H. H. Titus } And now comes the said Adam Blumenshin and the said P. Manchester & W. H. H. Titus having failed to demur or Answer to the Petition of the said Adam Blumenshin. It is considered that the said Adam Blumenshin ought to recover the said Sum of one hundred & five dollars so demanded in his petition together with the Sum of $1.00 which the Court find due as interest thereon as prayed for in said petition.

It is therefore considered that the said Adam Blumenshin recover against the said P. Manchester and W. H. H. Titus the said Sum of $106.13 together with his costs in & about his suit in this behalf expended taxed to dollars & cents

Attest) Taber Randall Clerk

The Mansfield Machine Works
vs
John Perry } Pleas before his Honor J. Scanlon Presiding Judge at a court of common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 30th day of September 1869 Heretofore on the 28th day of July 1869 the following Petition was filed with the Clerk of said Court which reads to wit.

H. Colby, A. L. Grimes & Sturges Sr. & W. H. Rees partners in business under the firm name of The Mansfield Machine Works Plaintiffs
vs
John Perry Defendant } Court of Common Pleas Union County Ohio
Petition.

The Plaintiffs now come & say they compose a partnership & are doing business in Ohio — under the laws of Ohio under the firm name & Style of the Mansfield Machine Works.

1st For cause of Action No One they say that on & about the 1st day of August 1867 the defendant made & delivered to the Plaintiffs under their firm name of "the Mansfield Machine Works" his promissory note of which the following is a Copy "$160 00 August 1st 1867"

"Five months after date I promise to pay to the Mansfield Machine Works or bearer One hundred & Sixty dollars at their office Value received with use
R. S. Rev Stamp 3
10 cts cancelled 3
(Signed) John Perry."

And there are no credits thereon — There is due from the defendant to the plaintiffs on said note the Sum of One hundred & Sixty four dollars with interest from January 1st 1868 which amount they claim & therefor ask judgement in their favor against said John Perry On their first cause of action for the Sum of $164- with interest from January 1st 1868

2d For a second cause of action the Plaintiffs say that on the 1st day of August 1867 the defendant made & delivered to the Plaintiffs under their firm name of "the Mansfield Machine Works his promissory note of which the following

is a copy "$ 40.00 Aug. 1st 1867 — "Twelve months after date I promise
to pay to The Mansfield Machine Works" or bearer Forty dollars at their office Value received
with use 2 U.S. Stamps 5 cts cancelled (Signed) John Perry"
And there are no credits thereon. There is due from the defendant to the plaintiffs on said
note the Sum of Forty two dollars 40 cents, which they claim with interest from the 1st
day of August 1868. The Plaintiffs therefore ask judgement in their favor against the
said John Perry, for said Sum of Forty two 40/100 dollars with interest from August 1st
1868 on this their second cause of action M C Laurence Plaintiffs Attorney
The State of Ohio Union County ss M.C. Laurence being Sworn Says that he is the
Attorney of the above named Plaintiffs, That said Plaintiffs are non residents of
the County of Union & are now absent therefrom. That the above pleading is founded
upon written instruments for the payment of money only which instruments are in
his possession as such Attorney and that the facts Stated & allegations in the forgoing
petition are as he verily believes M. C. Laurence
Sworn to by M.C. Laurence before me & signed by him in my presence this
28th day of July 1869 Taber Randall Clerk
To the Clerk — You will issue a Summons to the Shff of this Co. for John
Perry endorse "Plaintiffs claim $206.40 with interest on $164 &c from
January 1st 1868 & interest on $42.40 from August 1st 1868 M.C. Laurence Plffs Atty
And thereupon the following Summons was issued by said Clerk which reads to wit
The State of Ohio Union County ss To the Sheriff of Union County,
You are commanded to notify John Perry that he has been sued by H. Colby
A.L. Grimes E. Sturges Sr. & E.H. Rees partners in business under the firm name
of "The Mansfield Machine Works" in the Court of Common Pleas of Union
County and that unless he Answer by the 28th day of August A.D. 1869 the Petition
of the Plaintiffs against him filed in the Clerks office of said Court Such Petition
will be taken as true & Judgment rendered Accordingly. You will make
due return of this Summons on the 9th day of August A.D. 1869.
Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this the
L.S. 29th day of July 1869 Taber Randall Clerk
Sheriffs Return. Rec'd this writ July 29th 1869 Served John Perry by delivering
to him a certified copy of this writ August 3d 1869 Fees $1.77 Robert Sharp Sheriff
Afterwards on the 27th day of September 1869 the following Entry was made
in the Journal of said Court which reads in the words following to wit.

H. Colby A.L. Grimes E. Sturges Sr. & E.H. Rees partners
in business under the firm of the Mansfield Machine Works Plffs
vs
John Perry Defendant

This day came the said plaintiffs
by their Attorney and the said John
Perry came not but made default
demanding a jury this cause submitted to the Court whereupon the Court do find
that there is due from the defendant to the plaintiffs on the promissory notes in
the Petition set forth the Sum of $226.60 — It is therefore considered ordered and
adjudged by the Court that the said Plaintiffs recover of the said John Perry the
Sum of two hundred twenty six 60/100 dollars ($226.60) the Sum so found due
and also their costs herein expended taxed to $

Taber Randall Clerk

X

J. N. Hamilton
vs
James Landon

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Commo
Pleas begun and at the Court House in Marysville within & for the County
of Union the State of Ohio on the 1st day of October A.D. 1869 and before on
the 27th day of August 1869 the following Petition was filed with the Clerk
of said Court which reads as follows to wit,

J.N. Hamilton Plaintiff
vs
James Landon Defendant

Court of Common Pleas Union County Ohio

The Plaintiff J.N. Hamilton says he has the legal title in & is entitled to the possession of the following described premises Situate in said County of Union Ohio. Beginning at a stone (two beeches gone) North west corner to Wm Pelhams Survey No. 6307 for 380 acres. thence N 10° W 9 60/100 poles thence N 76 3/4° W 21 poles & 7 links to the west line of Survey No. 12654. thence with the line of Survey South 12° E. 12 poles to a stone South west corner to said Survey No. 12654 in the line of said Survey No. 6307- thence with the line of the last Mentioned Survey S 82 3/4° W 22 6/10 poles to the beginning containing One & one half acres more or less said land being in the part of Survey No. 13449-13440 & 13526 which was covered by Survey No. 15570.

The defendant ever since the first day of August 1869 has unlawfully kept the Plaintiff out of the possession of said premises.

The Plaintiff asks judgement for the delivery of the possession of said premises to him

M. C. Lawrence Atty for Plaintiff

The State of Ohio Union County ss. J.N. Hamilton Plaintiff being sworn says that the Statements made & allegations contained in the foregoing petition are true as he verily believes

J.N. Hamilton

Sworn to by J.N. Hamilton before me & Signed by him in my presence this 27th day of August 1869

Taber Randall Clerk

To the Clerk— Issue Summons in this case returnable according to law— Endorse "Plaintiff asks possession of about 1½ acres of land in that part of Survey No. 13449-13440 & 13526 which was covered by Survey No. 15570"

August 27th 1869

M. C. Lawrence Plaintiffs Atty

And thereupon the following Summons was issued the Clerk of said Court to wit

The State of Ohio Union County ss. To the Sheriff of Union County.

You are Commanded to notify James Landon that he has been sued by J.N. Hamilton in the Court of Common Pleas of Union County and that unless he answer by the 25th day of September A.D. 1869 the petition of the said Plaintiff against him filed in the Clerks office of said Court such petition will be taken as true & judgment rendered accordingly. You will make due return of said Summons on the 6th day of September 1869 Witness Taber Randall Clerk of said Court & Seal thereof at Marysville this 27th day of August A.D. 1869

(L.S.)

Taber Randall Clerk

Sheriffs Return. Rec'd this writ August 27th 1869 Served James Landon by delivering to him a certified copy of this writ August 30th A.D. 1869

Fees 2.27

Robert Sharp Sheriff

Afterwards On the first day of October 1869 the following entry was made in the Journal of said Court which reads in the words & figures following to wit.

J.N. Hamilton Plff
vs
James Landon Deft

This day came the said J.N. Hamilton by his Attorney and the said James Landon came not but

made default and neither party demanding a Jury this Cause was Submitted to the Court by the plaintiff upon the petition exhibits & testimony — Upon Consideration whereof the Court do find for the plaintiff and that he has the legal title to the lands in the petition mentioned and is entitled to the possession of the Same

It is therefore Considered Ordered and Adjudged by the Court that the plaintiff L. K. Hamilton receiver of the defendant James Landon his term yet to come in the lands and tenements in the petition Mentioned together with his Costs herein expended taxed at $

Tuber Randall Clerk

James M. Robinson vs John M. Kinikin } Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun Held at the Court House in Marysville within and for the County of Union in the State of Ohio. On the 1st day of October 1869. Heretofore On the 30th day of September 1869 the following petition was filed the Clerk of said Court which reads as following to wit.

James M. Robinson Plaintiff vs John M. Kinikin Defendant } Court of Common Pleas Union Co. O. Petition.

The Plaintiff says That his cause of action is founded on a promissory note of which the following is a Copy.

"On the first day of September 1869 I promise to pay to J. M. Robinson or bearer Four hundred & forty three 65/100 dollars and I authorise Any Attorney at Law to appear in any Court of Record of the State of Ohio & confess Judgment against me at any time after said note becomes due for the Sum that may be due on said note with interest after its Maturity. Witness my hand and Seal this 16th of June 1869 J. M. Kinikin"

The plaintiff further says that there is due & unpaid on the aforesaid note the Sum of four hundred & forty three 65/100 dollars with interest from the 1st day of September 1869 for which said Sum he asks Judgment & such other & further relief as equity & good conscience may require

L. Piper Plaintiffs Atty

State of Ohio Union County ss. James M. Robinson being duly Sworn says that the Statements & allegations in his foregoing petition averred are true and correct as affiant verily believes J. M. Robinson

Sworn to by James M. Robinson & by him Signed in my presence this 30th day of September A. D. 1869 Tuber Randall Clerk

And thereupon the defendant by his Attorney filed his Answer herein which was to wit

James M. Robinson Plaintiff vs John M. Kinikin Defendant } Answer

And the said John M. Kinikin by his Attorney under & by virtue of a Warrant of Attorney herewith filed comes & waives the issuing & Service of process herein & enters the Appearance of the said John M. Kinikin & for plea says that he cannot deny the action of Plaintiff nor but that he the said defendant doth Owe the plaintiff four hundred & forty three 65/100 dollars ($443 65) with interest from the 1st of Sept 1869 as the Plaintiff hath complained and confessed

Judgement therefor and costs and all errors are hereby released
M. L. Lawrence Atty for the Defendant

Afterwards on the 1st day of October 1869 the following Entry in the Journal of Said Court which was to wit,

James W. Robinson Plff
vs
John M. Kinikin Deft
} Co gnovit

This day came into Court the plaintiff by his Counsel & filed his petition against the said J. M. Kinikin defendant and thereupon M. L. Lawrence one of the Attorneys of this appeared in open Court in behalf of the said J. M. Kinikin and by virtue of a Warrant of Attorney for that purpose executed by the said J. M. Kinikin and now produced in open Court and duly proved waived the issuing and Service of process and acknowledged that the said J. M. Kinikin did assume & promise in manner & form as the said plaintiff has in his said petition alleged against him and confessed that there was due from the said defendant to the plaintiff the Sum of $ 443 65/100 with interest from the 1st of September 1869 making the Sum of $ 445 81/100 It is therefore considered Ordered & adjudged by the Court that the said James W. Robinson Receiver of the said J. M. Kinikin the Sum of $ 445 81 So confessed as aforesaid And also the costs herein expended taxed to $ And by virtue of the same Warrant of Attorney all Errors and writs of Error in the premises are released & all right of Appeal waived.

Attest Taber Randall Clerk

McRee Woodward & Weakley
vs
Sherwood & Bro.
} Pleas before his Honor Jos. Conklin Presiding Judge
} at a Court of Common Pleas begun & held at the
} Court House in Marysville within & for the County
of Union in the State of Ohio on the first day of October in the year of our Lord 1869. Heretofore on the 18th day of August 1869 the following Petition was filed with the Clerk of said Court to wit,

McRee Woodward & Weakley
vs
Adam Sherwood & Zebide Sherwood late partners in name of Sherwood & Bro Defts
} Court of Common Pleas
} Union County Ohio
} Petition.

The said plaintiffs McRee Woodward & Weakley plffs say they were Jany 11. 1868 a Company doing business as partners in the State of Ohio in the name of McRee Woodward & Weakley and that on said 11th of Jany 1868 Defendants were doing business in the name & Style of Sherwood & Bro & executed & delivered to Plffs in the name & Style aforesaid their note (a copy of which is hereto attached) & thereby promised then to pay them One hundred dollars three months from said date which period has long since elapsed & there is now due the plaintiffs from defendants the said Sum ninety five dollars with interest from the 5th of March 1868 & therefore they ask Judgement against defendants for said Sum of ninty five dollars with interest from March 5th 1868

Robinson & Robinson Attys for Plff

The State of Ohio Union County ss J. W. Robinson being duly Sworn deposes & says he is the Atty of the Plffs & this action is for money only on a written promissory note in my possession for collection & I believe the Several allegations of the foregoing petition are true

J. W. Robinson

Sworn to before me and Signed in My Presence Aug. 19. 1869 Taber Randall Clerk
And Thereupon the following Summons was issued by the Clerk of Said Court which reads to wit,
The State of Ohio Union County ss. To the Sheriff of Union County You are Commanded
to notify Adam Sherwood & Zebidee Sherwood partners in name of Sherwood & Bro.
that they have been Sued by McKee Woodward & Weakley in the Court of Common Pleas
of Union County and that unless they answer by the 18th day of September A.D. 1869
the petition of the said plaintiff against them filed in the Clerks office of said Court
Such petition will be taken as true and Judgment rendered accordingly
You will make due return of this Summons on the 30th day of August A.D. 1869
Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 20th
day of August 1869 Taber Randall Clerk
Sheriff's Return. Rec'd. this writ August 20th 1869 Served Adam Sherwood by
delivering to him a certified copy of writ August 24th 1869. Z. Sherwood not found
in my County Fees $0.87 Robert Sharp Sheriff
Afterwards on the 1st day of October 1869 the following Entry was made in
the Journal of Said Court which reads in the words & figures as following to wit

McKee Woodward & Weakley Plffs
vs
Adam Sherwood & Zebediah Sherwood

And now comes the said McKee Woodward & Weakley Plffs & the said Adam Sherwood & Zebediah Sherwood having failed to demur or Answer to the Petition of the said McKee Woodward & Weakley it is considered that the said McKee Woodward & Weakley ought to recover the said Sum of $74.00 so demanded in their petition together with the Sum of $8.73/100 which the Courts finds due as interest thereon as prayed for in said petition.

It is therefore considered that the said McKee Woodward & Weakley recover against the said Adam Sherwood & Zebediah Sherwood the said Sum of $102.73 dollars together with his costs in & about his suit in this behalf expended taxed to $

Taber Randall Clerk

Thomas H. B. Park
vs
Moses H. Blake & Jno. A. Culbertson

Pleas before his Hons J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 27th day of September 1869. Heretofore on the 3d day July 1869 the following Petition was filed with the Clerk of Said Court which reads as follows to wit,

Thomas H. B. Park Plff
vs
Moses H. Blake & Jno. A. Culbertson Defts

Court of Common Pleas
Union County Ohio
Petition

The plaintiff says. On the 27th day of May A.D. 1868 the defendant Moses H. Blake made & delivered to plaintiff his promissory note of that date & thereby promised to promised to pay to plaintiff or Order the Sum of Eight hundred & three & 52/100 dollars ($803.52) in twelve months after the date thereof for value received with interest,

The defendant Moses H. Blake on the 27th day of May A.D. 1868 to secure the payment of said executed and delivered to the plaintiff his

Mortgage deed & thereby conveyed to the plaintiff his heirs and assigns the following lands & tenements situate in said County of Union and State of Ohio & bounded & described as foleows

Being part of Survey No. 9798 beginning at a stone at the Southwest corner of a tract of Seventy four acres sold by David Watson to Hiram Stokes and of which this conveyance is a part, thence with the west line of said tract N 3° W 12 5/10 poles to a stone thence S 54° E. 116 6/10 poles to a stone in one of Easterly lines of said tract thence with said line S 10½ W. 33 3/4 poles to a stone Southeasterly corner to said tract - thence with its Southerly line N 46½° W 132 poles to the beginning containing Sixteen & one fourth acres.

On the 28th day of May A.D. 1868 at 3 o'clock P.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on record & was by him recorded

On the 6th day of June A.D. 1868

On the 12th day of June A.D. 1869 said Moses H. Blake & Elizabeth Blake his wife conveyed the above described premises to J.C. Culbertson by a deed of general warranty - Said Culbertson assuming the incumbrance of the Mortgage herein described & part of the purchase money

The said Mortgage deed has become absolute. There is due remaining unpaid upon said indebtedness the sum of Eight hundred & three & 52/100 dollars with interest from the 27th day of May A.D. 1868

The Plaintiff asks that said Mortgage may be foreclosed the said premises ordered to be Sold & the proceeds applied to the payment of said debt and Execution awarded for the balance Robinson & Piper Attys for Plaintiff

The State of Ohio Union County SS. Thomas H.B. Park being Sworn Says that he believes the facts Stated & allegation in his foregoing petition to be true

Thomas H.B. Park

Sworn to before me & signed in my presence this 27th day of July A.D. 1869

C.L. Winget J.P.

To Clerk - Issue Summons upon the petition in the above case returnable according to law - Amount claimed $803 52/100 dollars with interest from the 27th day of May 1868 Robinson & Piper Attys for Plff

And thereupon the following Summons was issued by said Clerk which reads to wit

The State of Ohio Union County SS. To the Sheriff of Union County.

You are commanded to notify Joseph C. Culbertson that he has been sued by Thomas H.B. Park in the Court of Common Pleas of Union County and that unless he answer by the 28th day of August A.D. 1869 the Petition of the said Plaintiff against him filed in the Clerks office of said Court Such Petition will be taken as true & Judgment rendered accordingly. You will make due return of this Summons on 9th day of August A.D. 1869. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 31st day of July 1869 Taber Randall Clerk

L.S.

Sheriff's Return. Rec'd this writ July 31st 1869 served Joseph C. Culbertson & Martha Culbertson by delivering to each of them a certified copy of this writ August 5th 1869 Fees $2.07 Robert Sharp Sheriff

Also the following Summons was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County ss To the Sheriff of Logan County. You are Commanded to notify Moses H. Blake that he & others have by sued by Thomas H. B. Park in the Court of Common Pleas of Union County & unless he answers by the 28th day of August A.D. 1869 the Petition of the Plaintiff against them filed in the Clerks office of said Court Such Petition will be taken as true & judgement rendered accordingly. You will make due return of this Summons

(L.S.) on the 9th day of August A.D. 1869. Witness Taber Randall Clerk of said court and the Seal thereof at Marysville this 31st day of July 1869 Taber Randall Clerk
Sheriffs Return, "Read this writ August 2d 1869 & Served on Moses H. Blake by delivering copy at his usual place of residence Aug. 6th 1869 Fees $3.90 J.A. McGloin Sheriff Logan Co. O
Afterwards on the 27th day of September 1869 the following Entry was made on the Journal of said court which reads in the words & figures as follows to wit.

Thomas H.B. Park
vs
Moses H. Blake
Joseph L. Culbertson &
Martha Culbertson

Petition on Note & Mortgage.

And now comes the said Thomas H.B. Park by his Attys and the said Moses H. Blake Joseph L. Culbertson and Martha Culbertson Still failing to demur or Answer to the said petition it is considered that said plaintiff ought to recover the amount due him by reason of the premises and the court with the consent of the plaintiff find that there is due from the defendant Moses H. Blake to said plaintiff on the said note in said petition Set forth the Sum of Eight hundred & Sixty eight dollars & twenty cents ($868 20) which said amount is a lien on said lands now owned by said Joseph L. Culbertson

It is therefore considered by said court here that the said plaintiff recover of the said defendant Moses H. Blake the said Sum of Eight hundred & Sixty Eight dollars & twenty cents the Sum so found due as aforesaid & also his costs laid & ~~&~~

And it is further Ordered & Adjudged that in case the said defendant fails for ten days from the Close of this term of court to pay said plaintiff the said Sum of $868 20 so as aforesaid found due with cost of Suit an Order issue to the Sheriff of the said County of Union commanding him to cause the said lands & tenements in said petition described to wit being part of Survey No. 9798 beginning at a Stone at the Southwest corner of a tract of Seventy four acres conveyed by David Watson to Hiram Stokes of which this conveyance is a part thence with the west line of said tract N 39½ E 12 8/10 poles to a Stone thence S 54° E 116 6/10 poles to a Stone in one of the easterly lines of said tract thence with said line S 10½° W 33 3/4 poles to a Stone Southeasterly Corner to said tract, thence with its Southerly line N 46½ W 132 poles to the beginning containing 16¼ acres to be Appraised advertised & Sold according to law and apply the proceeds of said Sale in satisfaction of said Judgement so as aforesaid rendered

Attest Taber Randall Clerk

Said Court and
Clerk
H. Blake by delivering
to Sheriff Logan to R
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Park by his Atty's
Culbertson and
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& Sold accord
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Alfred Amrine } Pleas before his Honor Jed Conklin Presiding Judge at a Court
vs } of Common Pleas begun & held at the Court House in Marysville
Sophia Amrine } within and for the County of Union in the State of Ohio on the first
day of October A.D. 1869. Heretofore on the 12th day of April 1869
the following Petition was filed with the Clerk of Said Court which reads as follows to wit,

Alfred Amrine Plaintiff } Court of Common Pleas Union County Ohio
vs } Petition for Divorce
Sophia Amrine Deft } The plaintiff Alfred Amrine says he is now & for more than
one year last past has been a bona fine resident of Union
County State of Ohio — That on the 24th of January 1864 he was lawfully married
with the defendant Sophia Amrine who now resides in the County of Highland
in the State of Ohio — That Said defendant wilfully absented herself from
plaintiff several times prior to the 11th of April 1865 & treated the plaintiff with
Scorn & contempt & wholly refused to be to him a Companion & wife while the
plaintiff hath ever since their Said Marriage in every respect conducted
himself properly towards her and the plaintiff says that without any just cause
& unlawfully the defendant hath wilfully absented herself from this Plaintiff
ever since the 10th of April 1865 being more than three years — No Children were born
of Said Marriage nor hath the plaintiff any property of the defendant & he asks
that Said Marriage relation may be dissolved & the plaintiff divorced from
from his Said wife Robinson & Piper Atty's for Pff
The State of Ohio Union County ss. I Alfred Amrine being duly Sworn
depose & Say the allegations of the foregoing petition are true as I believe
Alfred Amrine
Sworn to before me & Signed in my presence this 12th day of April 1869
Taber Randall Clerk

And thereupon the following Summons was issued by Said Clerk which reads to wit
The State of Ohio Union County ss. To the Sheriff of Highland County
You are Commanded to notify Sophia Amrine that She has been Sued
by Alfred Amrine in the Court of Common Pleas of Union County and that
unless She Answer by the 8th day of May A.D. 1869 the Petition of the Plaintiff
against her filed in the Clerks office of Said Court Such petition will be
taken as true and judgement rendered accordingly. You will make due return
of this Summons on the 26th day of April A.D. 1869 Witness Taber Randall Clerk
of Said Court and the Seal thereof at Marysville this 13th day of April A.D. 1869
Sheriff's Return. I John B Hays } Taber Randall Clerk
Sheriff of Highland County do hereby appoint F.F. Mark to Serve the within writ
Given under my hand this 21st day of April 1869 John B. Hays Shff H. C. O.
The State of Ohio Highland County ss. Before me personally appeared the
undersigned F.F. Mark & upon Oath Saith that he Served a copy of the within Summons
& also a copy of the petition accompanying the Same to the within named Sophia
Amrine on the 21st day of April A.D. 1869 F.F. Mark Constable
Sworn to before me & Subscribed before in my presence this April 22d 1869
Fees $3.85 (L.S.) William H. Irwin Notary Public

And afterwards on the first day of October
in the year of our Lord one thousand eight hundred and Sixty nine the following
Entry was made in the Journal of Said which reads as follows to wit

Alfred Amrine }
vs } Divorce
Sophia Amrine }

And now comes the said Alfred Amrine by his Attorney and thereupon this cause came on for hearing upon the petition & testimony On consideration whereof the Court do find that due notice of the filing & pendancy of this petition was given to this dependant according to law And the Court does further find that the said dependant has been wilfully absent from the said petitioner for more than three years prior the filing of this petition.

It is therefore considered adjudged & decreed that the Marriage relation heretofore existing between the parties be & the same is hereby set aside & wholly annulled & the said parties wholly released from the obligations of the same.

And it is further Ordered that the plaintiff pay the costs of this action in ten days or that execution issue therefor

Taber Randall Clerk

Farmery Heminways Admrs
Luther Wingit
vs
Edmona Turner & James M. Welsh }

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 29th day of September A.D. 1869. Heretofore on the 27th day of September 1867 the following Petition was filed with the Clerk of said Court which reads as follows to wit,

Farmery Heminway Plff }
agts }
Edmund Turner & }
J. M. Welsh Defts }

Court of Common Pleas Union County
Petition.

The Plaintiff Says

1. This action is founded upon a promissory note of which the following is a copy
"Six Months after date we or either of us promise to pay F. Heminway "Or bearer One hundred Eighty two 70/100 dollars" 2. There are no credits thereon
3 The dependant Edmond Turner is liable on said note as Maker & the said J. M. Welsh as Surety.
4th There is due from the defendants to the plaintiff on said note the Sum of One hundred & Eighty two 70/100 dollars which he claims with interest from the 13th day of May 1867 and for which he asks judgment.

P. B. Cole Atty for Plff

The State of Ohio Union Co. ss. P. B. Cole being Sworn Says he is the Attorney of the above named F. Heminway duly authorized in the premises and he Says the above pleading is founded on a written instrument for the payment of Money Only (to wit a promissory note) and is now in the possession of this affiant and that the facts stated in the foregoing petition of F. Heminway are true as affiant verily believes

P. B. Cole

Sworn to by P. B. Cole before me & Subscribed by him in my presence September 28th 1867

Taber Randall Clerk
Common Pleas Union Co.

F Heminway Plff }
Agst }
Edmund Turner & J. M. Welsh Dfts }
May 13th 1867

To the Clerk Issue a Summons returnable according to law Amt Claimed $182.70 with interest from

P. B. Cole Atty for Plff

And thereupon the following writ was issued by the Clerk of said Court which reads as follows to wit
The State Of Ohio Union County ss. To the Sheriff of Union County. You are commanded to notify
Edmund Turner & J.M. Welsh that they have been sued by Farmery Heminway in the Court of
Common Pleas of Union County and that unless they answer by the 26th day of October
A.D. 1867 the petition of the said Plaintiff against them filed in the Clerks Office of
said Court such petition will be taken as true and Judgement rendered accordingly.
You will make due return of this Summons on the 7th day of October A.D. 1867
Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this
28th day of September A.D. 1867 Taber Randall Clerk U.C.P.
Sheriffs Return. Rec'd this writ Sept. 30th 1860 - Served Oct. 1. 1869 by delivering to
each of the defendants a certified copy of this writ Fees $1.77 J.B. Whelpley Sheriff
Afterwards On the 6th day of February 1868 the following Entry was made in the Journal of said Court to wit

Farmery Heminway }
vs } Continued after Suggesting the death of Heminway
J.M. Welsh & E. Turner } and Luther Winget Admr. appearing as plaintiff

And Afterwards On the 29th day of September A.D. 1869 the following
Entry was made in the Journal of said Court which reads as follows to wit

Farmery Heminway By Luther Winget Admr }
vs }
Edmond Turner and James M. Welsh }

This day the parties by their Attorneys and
Submitted this cause to the Court neither party requiring a Jury and
thereupon by agreement of parties the defendants are allowed a deduction
Of twenty dollars On the note Sued On in this action for the causes set up
in the defendants Answer And it is further agreed by the parties that
the defendants are indebted to the plaintiff for the balance of said note
& interest amounting to the sum of One hundred & eighty three 43/100 dollars
And it is further agreed that a Judgement against said defendants & in
favor of the plaintiff for said Sum of $183.43 Shall be entered

It is therefore Considered and Adjudged by the Court here that the said
Luther Winget Administrator of Farmery Heminway dec'd, Plff do
recover of the said defendants Edmond Turner & James M. Welsh the said
Sum of $183.43 dollars his debt aforesaid and his costs in this behalf
expended taxed to dollars & cents

Taber Randall Clerk

X Amanda Harriott } Pleas before his Honor J.D. Conklin Presiding
vs } Judge at a Court of Common Pleas begun & held at
Wm B. Harriott } the Court House in Marysville within & for the County
of Union in the State of Ohio on the first day of Octobe
A.D. 1869. Heretofore on the 2d day of August 1869 the following Petition was
filed with the Clerk of said Court which reads in the words following to wit.

Amanda Harriott } Court of Common Pleas Union County Ohio
vs } Petition.
Wm B. Harriott Dft. } The plaintiff Amanda Harriott says she is now

& has bun for more than one year last past a bona fide resident of the said County of Union in the State of Ohio. That on the 23d day of December 1857 the said plaintiff Amanda Harriott & Wm B. Harriott were lawfully intermarried at said County of Union by Elder Long and they have lawfully lived as such until a few months past during which time the plaintiff conducted herself in all respects properly towards the said defendant, but on the other hand the defendant in violation of all the obligations of his said Marriage Vows did on or the 15th day of January 1869 and at diverse other days & times about that time commit adultery with one Nancy Mumma & with diverse other persons to the plaintiff unknown

That on account of said wrongful conduct of the defendant the plaintiff hath ever since refused to Cohabit with said defendant but she has ever since claimed said Marriage Rights forfeited & void

Therefore the plaintiff asks that she be divorced from her said husband & for other proper relief Robinson & Piper Attys for Plff

The State of Ohio Union County ss. I Amanda Harriott plaintiff being duly sworn depose & say the allegations of the foregoing petition are true as I verily believe Amanda Harriott

Sworn to & Subscribed before me this 2d of August 1869

Taber Randall Clerk

And thereupon the following Summons was issued by said Clerk to wit

The State of Ohio Union County ss. To the Sheriff of Union County

You are commanded to Notify William B. Harriott that he has been sued by Amanda Harriott in the Court of Common Pleas of Union County and that unless he answer by the 4th day of September A.D. 1869 the petition of the said Plaintiff against him filed in the Clerks office of said Court such Petition will be taken as true and Judgment rendered accordingly You will make due return of this Summons on the 16th day of August A.D. 1869

Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 3d day August 1869 Taber Randall Clerk

Sheriffs Return. Received this writ August 3d 1869 Served Wm B. Harriott by delivering to him a certified Copy of this writ & Copy of Petition in this case August 5th 1869

Fee $1.62 Robert Sharp Sheriff

Afterwards on the first day of October 1869 the following was made in the journal of said Court which had the words and figures following to wit,

Amanda Harriott
vs
William B. Harriott
) Petition in Divorce

And now came the said Amanda Harriott by her Attorneys & thereupon this cause came upon the Petition & testimony. On consideration whereof the Court do find that due notice of the filing & pendency of this Petition was given to the said defendant according to law. And the Court do further find that the said defendant was guilty of Adultery with One Nancy Mumma as in her said Petition alleged

It is therefore adjudged & decreed that the Marriage relation heretofore existing between the said parties be & the same is hereby set aside & wholly annulled & the said parties wholly released from the obligations of the same.

And it is further Ordered & decreed that the defendant pay the costs of this Suit in ten days or that Execution issue therefor.

And it is further Ordered that the Custody Mutter

education & Care of the Said minor Children of said parties
be & the Same is hereby given to the Petitioner & the Said defendant is hereby forever enjoined
from interfering with or disturbing the Said Petitioner in the Custody nurture education & care
of the Said above named Children until the further Order of this Court

Taber Randall Clerk

Gratia B. Sayre vs William Sayre } Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the first day of October 1869. Heretofore on the 3d day of August 1869

The following Petition was filed the Clerk of Said Court which reads in the words to wit,

Gratia B. Sayre Plff vs Wm Sayre Deft. } Court of Common Pleas Union County Ohio
Petition for Divorce

The petitioner Gratia B. Sayre says She is now has been for more than one year past a bona fide resident of Said County of Union — . That on the 20th day of Jul. 1840 She and the defendant were lawfully intermarried & lived with each other as such until within about five years past — That for the last five years they have not lived with each other but defendant hath grossly neglected the plaintiff and wilfully absented himself for more than three years last past from the plaintiff and hath now gone to parts of the country to her unknowns

She says she is entitled to be divorced from him and asks a decree of divorce

Robinsons & Reper Attys for Plff

State of Ohio Union County Ss. Gratia B. Sayre being duly Sworn says that She believes the facts Stated & allegations in her foregoing petition to be true

Gratia B. Sayre

Sworn to by Gratia B. Sayre & by her Signed in my presence this 3d day of August 1869

Taber Randall Clerk

Notice & Proof of Publication filed Oct. 1. 1869 and reads in the words following to wit

Gratia B. Sayre vs Wm Sayre } Union Common Pleas.

Notice is hereby given to Wm Sayre that the undersigned has filed her petition against him in Said Court for Divorce. cause. Wilfull absence for three years. Aug. 4. 1869

Gratia B. Sayre

Robinson & Robinson Attys &c.

The State of Ohio Union County Ss. I John H. Shearer do make oath that the advertisement of which the annexed is a copy was published for Six consecutive weeks beginning Aug. 4. 1869 in the Marysville Tribune a newspaper of general circulation within Union County Ohio and of which I am the Editor & Proprietor

John H. Shearer

Sworn to and Subscribed before me this 1st day of Oct. 1869 Taber Randall Clerk

Afterwards on the 1st day of October 1869 the following Entry was made in the Journal of Said Court which reads in the words as follows to wit,

Gratia B. Sayre vs William Sayre } Divorce

And now came the Said Gratia B. Sayre by her Attorneys & thereupon this cause came on for hearing upon the petition and evidence. On consideration whereof the Court do find that

due Notice of the filing & pendency of this petition was given to said defendant according to law. And the Court do further find that the said defendant has been wilfully absent from the said petitioner more than three years prior to the filing of said petition

It is therefore adjudged & decreed that the Marriage Relation heretofore existing between the parties be & the same is hereby Set aside & wholly annulled & the said parties wholly released from the obligations of the same and it is Ordered that the said Complainant pay the Costs of this Suit in ten days or that execution issue therefor

Attest Taber Randall Clerk

James Kinkade Admr &c of John Cassil decd vs Nelson Cone & Danl Cone

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 1st day of October 1869. Heretofore on the 17th day of August 1869 the following Petition was filed with the Clerk of said Court which reads in the words & figures as follows to wit,

James Kinkade Admr of the estate of John Cassil deceased Plaintiff vs Nelson Cone & Daniel Cone Defendants

Court of Common Pleas within and for Union County Ohio

Petition

The said James Kinkade plaintiff says he is the duly appointed & qualified administrator of the estate Estate of John Cassil dec'd and that he brings this action against the said defendant for that the said defendants heretofore in the lifetime of the said John Cassil to wit on the 1st first day of December A. D. 1868 was indebted to the said John Cassil in the sum of ~~Five~~ hundred & Sixty dollars & Sixteen cents upon a promissory note of which the following is a copy On or before the first day of December next for value received we or either of us promise to pay John Cassil or bearer the Sum of ~~five~~ hundred & Sixty dollars & Sixteen cents & if not paid when due we promise & agree to pay interest at the rate of ten per cent until paid ~~paid~~ $560.16

Nelson Cone Daniel Cone

Said note is duly Stamped & by the said defendants & yet the said defendants Daniel Cone & Nelson Cone or either of them have not paid Sum of money or any part thereof to the said John Cassil in his lifetime or to the said plaintiff since the death of the said John Cassil although often requested so to do

The plaintiff therefor says that there is now due him as such Administrator from the said defendants Daniel Cone & Nelson Cone. On said note the Sum of $560.16 with interest thereon from the first day of December A.D. 1868 for which he asks Judgment

Coats & Gilbert Attys for Plaintiff

The State of Ohio Union County ss. James Kinkade plaintiff being first duly Sworn Says the facts Stated & Allegations in his foregoing petition are true as he truly believes

James Kinkade

Sworn to by the said James Kinkade & by him Subscribed in my presence this 17th day of August 1869

Taber Randall Clerk

Clerk — Issue Summons upon the above petition returnable according to law Amount $560.16 with interest from December 1st 1868 Coats & Gilbert Attys for Plff

And the
The State
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And thereupon the following was issued by the Clerk of said Court which reads as follows to wit
The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to Notify
Nelson Cone & Daniel Cone that they have been Sued by James Kinkade Adm. of the Estate of
John Cassil dec'd in the Court of Common Pleas of Union County & that unless they answer
by the 18th day of September A.D. 1869 the Petition of the said Plaintiff against them filed in
the Clerks office of said Court Such petition will be taken as true & Judgement rendered
accordingly. You will make due return of this Summons on the 30th day of August A.D. 1869
Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 17th
(25) day of August 1869 Taber Randall Clerk
Sheriffs Return "Rec'd this writ August 17th 1869 Served Nelson Cone & Daniel Cone by
delivering to each a certified copy of this at their place of residence August 18th 1869
Fees $2.17 Robert Sharp Sheriff
And afterwards On the 1st day of October 1869 the following Entry was made in the
Journal of said Court which reads in the words & figures as follows to wit,

James Kinkade Adm. of the
Estate of John Cassil dec'd
vs
Nelson Cone & Daniel Cone

And now comes the said James Kinkade Adm.
of the Estate of John Cassil dec'd by Coats & Gilbert his
Attorneys & the said Nelson Cone & Daniel Cone & either of them
Still failing to demur or Answer to the said petition, & neither of said parties requiring a jury
this cause was submitted to the court and the court being fully advised in the premises
it is considered that the said plaintiff James Kinkade as Adm. of the Estate of John Cassil
dec'd ought to recover the amount due him as such Administrator by reason of the premises
And the court with the consent of the said plaintiff find that there is due from
the said defendants on the note in the said petition set forth the Sum of five hundred
& eighty eight 16/100 dollars ($588 16)
It is therefore considered & adjudged by the court here that the said plaintiff
recover of the said defendants the said Sum of five hundred & eighty Eight 16/100 dollars
the Sum so found due as aforesaid And also his costs taxed to $

Taber Randall Clerk

W. W. Woods
vs
Perry A. Kimkin

Pleas before his Hona J.S. Conklin Presiding Judge at a
Court of Common Pleas begun & held at the Court House in
Marysville within & for the County of Union in the State
on the 2d day of October 1869 Heretofore on the 1st day of October 1869 the
following Petition was filed with the Clerk of said Court which reads in the words as follows to wit,

W.W. Woods Plff
against
Perry A. Freman Deft

In Union Common Pleas
Petition
The Plaintiff says on the 3d day of September 1866 the defts made and
delivered to the plaintiff his promissory note of date of which the following is
a true copy "Marysville Ohio September 3d 1866 On the first day of January 1869 as principal we
debtors we jointly & severally promise to pay W.W. Woods or Order two hundred & fifty nine 59/100
dollars for value recd with interest from date payable Annually. And we hereby
dispense with demand of payment of this note and authorise any Attorney at law
to appear for us or either of us at any time after the same shall become due in any
Court of record in the State of Ohio or elsewhere & waive the issuing & Service of process

and confess judgment against us or either of us in favor the holder or holders of this note for the Amount of said note and interest payable annually after the same shall become due together with the costs of Suit and release all errors & waive all right of Appeal in this behalf. Witness our Our hands & Seals this 3d day of September 1866 Signed Perry A. Kinikin Seal

(D. J. 25 62 Cancelled)

Said promissory note has no credits on it. Plff further says there is due to him from the Defendant on said note the Sum of two hundred & fifty nine 38/100 dollars with interest from the 3d day of September 1866 payable annually & for which he asks judgment against said defendant

P. B. Cole Atty for Plff.

State of Ohio Union Co. ss. } P. B. Cole being Sworn says that he is the Attorney of the Plff duly authorized in the premises and that the foregoing petition is founded on a written instrument for the payment of money only which instrument of writing is now in the possession of this affiant as Such Attorney and that the facts Statues & allegations made in said petition are as he believes true

P. B. Cole

Sworn to and Subscribed before me & Signed by said Cole in my presence this 1st a October 1869

Taber Randall Clerk

And thereupon the following Answer was filed with said Clerk which reads as follows to wit:

W. W. Woods Plff } Union Com. Pleas.

Against } Answer in Cognovit.

Perry A. Kinikin Deft. } The said Perry A. Kinikin by his Attorney (under & by Authority of a Warrant of Attorney now produced in Court and duly proved) comes & waives the issuing & Service of process herein & enters the appearance of the said Perry A. Kinikin & for Answer Says that he cannot deny the right of action of the plaintiff nor deny that he the Deft. did promise as the plaintiff hath alleged two hundred & fifty nine 38/100 dollars ($259 38/100) with interest from September 3d 1866 payable annually, and confessed a judgment for said Sum of money & interest & costs and all errors are hereby released & right of appeal waived by virtue of said Warrant of Attorney October 1st 1869

M. L. Lawrence Atty for Deft.

And on the second day of October 1869 the following entry was made in the Journal of said Court which reads in the words & figures as follows to wit,

W. W. Woods Plff }

vs } In Cognovit

Perry A. Kinikin Deft } This day came the said W. W. Woods by P. B. Cole his Atty & filed his petition against the said Perry A. Kinikin Deft, & thereupon M. L. Lawrence Esq. one of the Attorneys of this Court in behalf of the said Perry A. Kinikin & by virtue of a Warrant of Attorney for that purpose executed by the said Perry A. Kinikin & produced in open Court & duly proved waived the issuing and Service of process & acknowledged that the Perry A. Kinikin is indebted to the said W. W. Woods in the Sum of Three hundred & ten & 08/100 dollars ($310 08/100) as alleged against him in Plff's petition. Therefore it is considered that the said W. W. Woods recover of the said Perry A. Kinikin the said Sum of Three hundred & ten & 08/100 dollars his debt so confessed to be due together with his costs in this behalf expended taxed to $ and by virtue of the same Warrant of Attorney all Error is released & all right & benefit of appeal waived by the said Perry A Kinikin

Attest Taber Randall Clerk

X

W. W. Woods
vs
William S. Kinikin

Pleas before his Honor J. S. Conklin Presiding Judge at a court of common Pleas begun & held at the court House in Marysville within & for the County of Union in the State of Ohio on the 2d day of October A.D. 1869 Heretofore on the 1st day of October 1869 the following petition was filed with the Clerk of said court to wit

W. W. Woods Plff
against
Wm S. Kinikin Defl.

Court of common Pleas Union County
Petition.

The Plff says that on the 3d day of September 1866 the defendant made & delivered to the plaintiff his promissory note of that date of which the following is a copy "Marysville O. Sept 3d 1866 On the first day of January 1869 we principal debtors we jointly & severally promise to promise to pay to W.W. Woods or order two hundred & fifty Seven 50/100 dollars for value received with interest from date payable annually And we hereby dispense with demand of payment of this note. And authorise any Attorney at law to appear for us or either of us at any time after the same shall become due in any court of record in the State of Ohio or elsewhere & waive the issuing and Service of process & confess a Judgement against us or either of us in favor of the holder or holders of this note for the amount of said note & interest payable annually after the same shall become due together with costs of Suit and release all errors and waive all right of appeal in this behalf Witness our hands & Seals this 3d day of September 1866 (Signed) William S. Kinikin Seals

U.S.R. $2.50 cancelled

Said promissory note has no credits thereon Plaintiff further says that there is due to him from the defl, on said note the sum of two hundred & fifty Seven 50/100 dollars with interest from the 3d day of September 1866 & for which he asks Judgement against Defl

P.B. Cole Atty for Plff

State of Ohio Union County S.S. } P.B. Cole being Sworn Sworn says he is the Attorney of the Plff duly authorised and that the foregoing Petition is founded on a written instrument for the payment of money only which instrument in writing is now in the hands of this affiant as such Attorney and that the facts stated & allegations made in said petition are as he believes true P.B. Cole

Sworn to & Subscribed before me & Signed by said Cole in my presence Oct. 1st 1869

Taber Randall Clerk

And thereupon the following Answer was filed with said Clerk which reads to wit,

W. W. Woods Plff
against
William S. Kinikin Defl

Union Common Pleas
Answer in Cognovit.

The said William S. Kinikin by his Attorney (and by virtue of a warrant of Attorney now produced in Court & duly proved) comes & waives the issuing and Service of process herein & enters the appearance of the said William S. Kinikin & for Answer says that he cannot deny the right of action of the plaintiff nor deny that he the defl, did not promise to pay as the plaintiff hath alleged the Sum of $257 50/100 with interest from September 3d 1866 and confesses a Judgment for said Sum of money & interest & costs and error are hereby released & right of appeal waived by virtue of said warrant of Attorney

Sept 30th 1869

M.L. Lawrence Atty for Defl,

Afterwards on the 2d day of October 1869 the following Entry was made in the Journal of said Court which reads in the words & figures as follows to wit,

W. W. Woods Plff
vs
William S. Kinikin Defl.

On Cognovit.

This day came the said W.W. Woods by P.B. Cole his

Attorney Filed his petition against the said William L Kinikin Deft & thereupon Mr Sawyer Esq. one of the Attorneys of this Court in behalf of the said William L Kinikin by virtue of of a Warrant of Attorney for that purpose executed by the said William L Kinikin & produced in Open Court & duly proved waived the issuing & Service of process & acknowledged that the said William L Kinikin is indebted to the said W. W. Woods in the Sum of three hundred & eight & 20/100 dollars as alleged against him in plaintiffs petition.

Therefore it is considered that the said W. W. Woods recover of the said William L Kinikin the said sum of three hundred & eight & 20/100 dollars his debt so confessed to be due together with his costs in this behalf expended taxed to $

And by virtue of the same Warrant of Attorney all Error is released and all right & benefit of Appeal waived by the said William L Kinikin.

Attest Taber Randall Clerk

W. W. Woods vs J. M. Kinikin } Pleas before his Honor J. S. Conklin Presiding Judge at a Court of common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 1st day of October A. D. 1869

Heretofore on the 21st day of August 1869 the following petition was filed with the Clerk of said Court which reads in the words as follows to wit,

William W. Woods Plff } Court of common Pleas Union County Ohio
against } Petition.
J. M. Kinikin Deft }

1st The plff says. This his action is founded on a promissory of which the following is a copy

On or before the first day of August 1869 I promise to pay M. S. Wood or bearer Five hundred & forty 50/100 dollars with interest from April 1st 1864 Value reed $540 50 April 4th 1864 Signed J. M. Kinikin

2d On the 1st day of August 1868 or thereabouts the said M. S. Woods sold and delivered said note to the plaintiff for a valuable consideration and said note is now & ever since said delivery has been the property of the plaintiff

3d On the first day of August 1869 the day said note became no part of it was paid nor has any part been paid thereon.

4th There is due from the deft to the plaintiff on said note the Sum of Five hundred & forty dollars & 50 cents which he claims with interest from April 1 1864 for which he asks Judgment P. B. Cole Atty for Plff

The State of Ohio Union County ss W. W. Woods being Sworn says that he believes the facts Stated & allegations in his foregoing petition to be true W. W. Woods
Sworn to before me & Signed in my presence August 21 1869. Taber Randall Clerk

To the Clerk, Issue Summons in above case returnable according to law Amt. Claimed $540 50 with interest from April 1. 1864 P. B. Cole Atty for Plff

And thereupon the following Summons was issued by said Clerk which reads to wit,

The State of Ohio Union County ss. To the Sheriff of Union County,

You are commanded to notify J. M. Kinikin that he has been Sued by Wm W. Woods in the Court of common Pleas of Union County and that unless he answer by the 18th day of September A. D. 1869 the Petition of the Plaintiff against him filed in the Clerk's office of said Court Such Petition will be taken as true & Judgement rendered accordingly. You will make due

Return of this Summons on the 30th day of August A.D. 1869. Witness Taber Randall Clerk of said
Court & the Seal thereof at Marysville this 21st day of Aust 1869 Taber Randall Clerk
Sheriffs Return. "Rec'd this writ August 21st 1869 Served John M. Kinikin by delivering to him
a certified copy of this writ August 26th 1869 Fee $1.17 Robert Sharp Sheriff
Afterwards on the 1st day of October 1869 the following Entry was made in the journal of said Court to wit

W. W. Woods
vs
John M. Kinikin

This day came the plaintiff by his Attorney & the said defendant J. M. Kinikin having failed to demur or Answer to the petition of the said W. W. Woods it is considered that the said W. W. Woods ought to recover of the said defendant J. M. Kinikin said Sum of $540 62 so demanded in his petition together with the Sum of $178 36 which the Court finds due as the interest thereon as prayed for in said petition. It is therefore considered that the said W. W. Woods recover of the said J. M. Kinikin the Sum of $718 86 for his principal & interest aforesaid together with his costs in & about his Suit in this behalf expended taxed at $

Taber Randall Clerk

G. A. Cassil & Emily A. Cassil
vs
John M. Kinikin & others

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 28th day September 1869. Heretofore on the 6th day of August 1869 the Petition of said Plaintiff was filed with the Clerk of said Court which reads in the words following to wit

G. A. Cassil & Emily A. Cassil his wife Plff
Against
John M. Kinikin & others Defts

Court of Common Pleas
Union County
Petition.

The said Plaintiffs say they are lawfully intermarried & that the said Emily A. Cassil wife of the said G. A. Cassil is the owner of the promissory note (a copy of which is hereto attached) & there is due her thereon from the said defendant John M. Kinikin the Maker thereof the Sum of five hundred dollars with interest from February 1st 1869 & therefore the plaintiff asks Judgement against said defendant for said Sum of Money

2d The said plaintiffs say further that the said Emily A. Cassil wife of said G. A. Cassil is the owner of the Mortgage given to secure said promissory note, that the plaintiffs are informed & believe & therefore say all the other notes mentioned in said Mortgage have been paid by said Kinikin - That the time of said note was given by said Kinikin he & his wife Kinikin also executed to Michael S. Wood their Mortgage deed conveying to said Wood & his assigns the following real estate in Union County Ohio Viz.

Beginning at a red Oak & Beech in the line of land sold by Hellen Massie to Michael Blue thence S 80° W 136 poles to a buckeye beech & ash in the line of said Blue thence S 10° E 164 poles to two Sugars & beech thence N 80° E 136 poles to a Sugar tree thence N 10° W 164 poles to the beginning being the M. S. Wood farm containing one hundred & thirty Seven Acres Except forty acres sold & conveyed to W. Blue now in the Knolls farm - The Mortgage deed was subject to a defeasance if payment of said promissory note of five hundred dollars dated April 4th 1867 & due Aug. 1st 1865 Said note has not been paid except the interest to Feby 1st 1869 & there is due plaintiffs from said Kinikin thereon the Sum of five hundred

dollars with interest from Feby 1st 1869 which Sum is a lien on said land prior & better than all other liens The plaintiffs are informed that J W Robinson & W W Woods have some liens or claims on said lands - Therefore the plaintiffs ask judgment against said John M Kinikin for said Sum of five hundred dollars with interest from Feby 1st 1869 and for an order Sale of said premises to satisfy plaintiffs claim & that said Barbara Kinikin J W Robinson & W W Woods & Ruth A Wood be made parties defendants to this proceedings & their several interests in said premises set out & adjusted

Robinsons & Piper Attys for Plffs

The State of Ohio Union County ss. I G A Cassil one of the plaintiffs being duly sworn depose & say the several allegations of the foregoing petition are true G A Cassil

Sworn to before me & signed in my presence Aug. 6. 1869 Taber Randall Clerk

Clerk - Issue Summons in the above case returnable according to law

Robinsons & Piper Attys

And thereupon the following Summons was issued by said Clerk to wit,

The State of Ohio Union County ss. To the Sheriff of Union County

You are commanded to notify John M. Kinikin & Barbara Kinikin J W. Robinson W W. Woods & Ruth A Wood that they have been Sued by G. A. Cassil & Emily A. Cassil in the Court of Common Pleas of Union County & that unless they answer by the 4th day of September A.D. 1869 the Petition of the plaintiffs against them filed in the Clerks office of said Court Such Petition will be taken as true & judgement rendered accordingly. You will due return of this Summons on the 16th day of August A.D. 1869 Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 7th day of August 1869

Taber Randall Clerk

L.S.

Sheriffs Return. Rec'd this writ august 7th 1869 Served John M. Kinikin Barbara Kinikin. J W. Robinson W W. Woods & Ruth A. Wood by delivering to each of them a certified copy of this writ august 7th 1869 Fee $3.27 Robert Sharp Sheriff

And On the 10th of September 1869 the following Answer was filed with said Clerk to wit

G. A. Cassil & Emily A. Cassil Plffs	}	Court of Common Pleas
vs	}	Union County Ohio
John M. Kinikin & others	}	Answer of J.W. Robinson

The said J.W. Robinson for Answer to plaintiffs petition and by way of a cross Petition says that the said John M. Kinikin & his wife Barbara Kinikin On the 23d day of March 1868 executed to the said J.W. Robinson their Mortgage deed conveying to him in fee Simple the following lands viz. Part of Survey No. 4075 in said County of Union Ohio the farm of 126 acres known as the Michael S. Wood & the family farm of 97 acres known as the King or Henry Knotts farm the two farms constituting the John M. Kinikin farm on which he resides more particularly described in said Mortgage of said date & recorded in Vol. 6 page 462 of the record of Mortgages in said County. The said conveyance however contained a condition of defeasance viz. that if said Kinikin should pay said J.W. Robinson this defendant his two promissory notes of said date as follows seventeen hundred & seventy five dollars the 1st day of Dec 1868 and One thousand & fifty dollars the 1st day of June 1869 (a copy of each of said notes hereto attached) then said conveyance should become void - This defendant says the said Kinikin has paid the interest on said two notes up to the 1st day of September 1869 but no part

of the principal & there is now due & unpaid on said two notes the Sum of twenty eight hundred & twenty five dollars with interest from Sept 1 1869 which is due from said John M. Kinikin to this defendant & is a lien on said Kinikin farm

Therefore this defendant asks that that a decree be rendred in his favor against said John M. Kinikin on said Mortgage for said of twenty eight hundred & twenty five dollars with interest from the 1st day of September 1869 & for an Order of Sale of said premises

J.W. Robinson

The State of Ohio Union County ss. I J.W. Robinson being duly Sworn do depose & say the Several allegations of the said Answer above written are all true as I believe

J.W. Robinson

Sworn to before me & Signed in my presence this 16th of Sept. 1869

Taber Randall Clerk

Afterwards on the 28th day of September 1869 the following Entry & decree was entered in the Journal of said Court which reads in the words & figures to wit,

G.A. Cassil & Emily A. Cassil his wife
vs
John M. Kinikin & Others } Petition on Note & Mortgage

And now comes the said G.A. Cassil & Emily A. Cassil by their Attorney & the said J.W. Robinson by his Attorney & thereupon this Cause came on for hearing on the petition of the said plaintiff & the answer by way of cross petition of the said J.W. Robinson on Consideration whereof the Court do find that the Several allegations contained in the said petition as also in said cross petition are true in manner & form as the said plaintiff has in his said petition averred & the said John M. Kinikin, W.W. Woods & Ruth A. Wood Still failing to demur or answer to the said petition it is considered that the said plaintiffs ought to recover the amount due them by reason of the premises and the Court with the Consent of the said plaintiff find that there is due from the said Defendant to the said plaintiffs on the note in the petition Set forth the Sum of $520.00

It is therefore considered by the said Court here that the said plaintiffs recover of the said defendant the said Sum of $520.00 the Sum so found due as aforesaid and also his costs taxed to $

It is further Ordered and adjudged that in case said defendant fails for ten days from the close of this term of Court to pay the said plaintiff the said Sum of $520.00 so as aforesaid found due with Costs of Suit an Order issue to the Sheriff of Union County Commanding him to cause the said lands & tenements in the petition described to wit, being Situate in the County of Union in the State of Ohio & beginning at a red Oak & beech in the line of land Sold by Helen Massie to Michael Blue thence S80°W 136 poles to a hickory beech & ash in the line of said Blue thence S10° E. 164 poles to ~~a stake, and a stone~~ to a Sycamore & beech thence N 80° E 136 poles to a Sycamore thence N 10° W 164 poles to the beginning being M. S. Wood farm containing 147 acres Except forty acres Sold & conveyed to Wm Blue now on the Knott farm to be appraised advertised & Sold according to law & apply the proceeds of said Sale in Satisfaction of the said Judgement So as aforesaid rendered

And on consideration that the said James W. Robinson holds a Mortgage as he has in said petition ~~set forth~~ and that the same became a lien on said premises in said petition described, on the 1st day of June 1869 on which Mortgage there is now due to the said James W. Robinson the Sum of $2839 13/100

It is therefore further considered by Said Court here that the Said defendant J.W. Robinson recover of the Said defendant J. M. Kinikin the Said Sum of $283 13/100 the Sum So found due as aforesaid and also his costs taxed to $ And it is also further Ordered & Adjudged that in case the Said defendant John M. Kinikin fails for ten days from the rising of this Court to pay to the Said James W. Robinson the Said Sum of $283/13 the Sum So found due as aforesaid with costs of Suit an Order issue to the Sheriff of Union County commanding him to cause the Said Lands & Tenements in Said Answer described to wit. Part of Survey No. 4075 in Said County of Union & State of Ohio. the farm of 126 acres known as the Michael I. Wood farm and the farm of 97 acres known as the King or Henry Knotts farm the two constituting the John M. Kinikin farm on which he resides & more particularly described in Said Mortgage of Said date viz. 23 day of March 1868 & recorded in Vol. 6 page 462 of the record of Mortgages of Union County Ohio. to be appraised advertised & Sold according to Law and apply the proceeds of said Sale in Satisfaction of the said Judgment So as aforsaid remains

Attest) Taber Randall Clerk

J & W. B. Brooks vs J. A. Culbertson } Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 29th day of September A.D. 1869 Heretofore

On the 21st day of June 1869 the following Petition was filed with Said Clerk to wit.

J & W. B. Brooks Plff against J. A. Culbertson Defdt } Court of Common Pleas Union County Ohio

Petition.

The plaintiffs say this action is founded upon two promissory Notes for the unconditional payment of Money only Said notes were executed by the Said defendant J. A. Culbertson & made payable to Dwight Webb or order and were by Said Webb Sold & assigned to plaintiff for a valuable consideration, The following is a copy of Said notes with the Credits thereon. Milford Center April 17th $257 65/100 One day after date I promise to pay to the Order of Dwight Webb Two hundred & fifty Seven 65/100 dollars Value received payable at 12 per cent interest from date J. A. Culbertson

$120 84 Milford Center May 3d 1869 One day after date I promise to pay to the Order of Dwight Webb One hundred & twenty & 84/100 dollars value received payable at 12 per cent interest J. A. Culbertson

There are no credits on either of Said notes. On the back of each of said notes is the following "Pay to J & W. B. Brooks Signed D. Webb." There is due the plaintiffs from the Defts on Said Notes the Sum of three hundred & Seventy eight & 49/100 dollars which they claim with interest on $257 65/100 from April 17th 1869 & also on $120 84 from May 3d 1869 at 12 twelve per cent and for which Sums & interest they ask judgement.

Porter & Sterling Attys for Plffs.

State of Ohio Union County SS. A. James Sterling being duly Sworn Says that he is One of the Attorneys in the above Suit duly authorised in the premises affiant States that the plaintiffs in the above Suit are non residents of Said County & are now absent therefrom. The affiant says the facts Stated & allegations made in the above petition are true as he believes A. James Sterling

Sworn to and Subscribed by A. James Sterling before me and Signed by him in my presence this 21st day of June 1869 Taber Randall Clerk

Clerk- Issue a Summons in the foregoing Suit returnable according to law Endorse thereon Suit on two promissary notes Amount claimed $378.49 with intrest at 12 per cent on $257.65 from april 17 1867 Also $120.84 at 12 per ct from May 3d 1869 Porter & Sterling Attys for Plffs

And thereupon the following Summons was issued by said Clerk which reads as follows to wit.

The State of Ohio Union County ss To the Sheriff of Union County, You are commanded to notify J. A. Culbertson that he has been sued by J & W. B. Brooks in the Court of Common Pleas of Union county and unless he answer by the 24th day of July A.D. 1869 the Petition of the Plaintiff against him filed in the Clerks office of said Court Such Petition will be taken as true & Judgment rendered accordingly You will make due return of this Summons on the 5th day of July A.D. 1869 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 21st day of June 1869 Taber Randall Clerk

Sheriffs Return. Rec'd this writ June 22d 1869 Served J. A. Culbertson by delivering to him a certified Copy of this writ June 22d 1869 Fees $1.67 Robert Sharp Sheriff

Afterwards on the 29th day of September 1869 the Entry was made in the Journal of said Court to wit.

J & W. B. Brooks
vs
J. A. Culbertson

Now come the plaintiffs J & W. B. Brooks and the said J. A. Culbertson having failed to demur or Answer to the petition of the said plaintiff it is considered that the said J & W. B. Brooks ought to recover of the said J. A. Culbertson the said Sum of 398.66 which the Court finds due the plaintiffs as claimed in their said petition it is considered that the said plaintiffs J & W. B. Brooks recover against the said defendant J. A. Culbertson the said Sum of $398.66 together with their costs in this suit expended taxed to $

Attest Taber Randall Clerk

X

H. P. Goff & others
vs
Harrison Lockwood et als

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 2d day of October A.D. 1869

Heretofore on the 10th day of August 1869 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit

To the Court of Common Pleas of Union County Ohio

The Petition of the undersigned Proprietors of the Town Plat of Union Center Situate in the Township Taylor in the County of Union & State of Ohio

Respectfully Represents. That it will be to their advantage & interest to have said Town Plat of Union Center Vacated. They therefore pray that said Town Plat be Vacated. they having complied with the provisions of the act in regard to Vacating Town Plats. Aug. 10. 1869

Mary S. Robbins owner of lots 33 & 34
H. P. Goff owner of lots from No. 1 to 12 inclusive
Matilda S. Danforth owner of Streets & Square
Goatie B. Sayre owner of Lots from No. 13 to 24
Marcellus C. Bull owner of Lot No 45
Harrison Lockwood owner of lot No. 37
Chas H. Robbins owner of Lot. 36 James H. Robbins lot 26,
Zenas S. Robbins owner of Lot No. 25,
Edward Barklow owner of Lot No. 34,
Susannah & James Predmore heirs to Lots No. 46 & 47

Afterwards on the first day of October 1869 the following Notice & Proof of Publication was filed herein to wit
Notice. is hereby given that a Petition will be presented to the Court of Common Pleas of Union County Ohio at its next Session to Vacate the Town Plat of Union Center Situated in the Township of Taylor County of Union State of Ohio August 18. 1869 PETITIONERS
The State of Ohio, Union County ss. I John H. Shearer do make oath that the Advertisement of which the Annexed is a Copy was published for three consecutive weeks beginning August 18. 1869 in the Marysville Tribune a newspaper of general Circulation within Union County Ohio and of which I am the editor & Propriter J. H. Shearer
Sworn to & Subscribed before me this 1st day of October A.D. 1869 Taber Randall Clerk
And afterwards on the 2d day of October 1869 the following Entry was made in the Journal of said Court which reads in the words following to wit

A. P. Goff & others } In regard to the matter of Vacating the
vs } Town Plat of Union Center.
Harrison Lockwood et als }

This day came the petitioners A. P. Goff & others & made proof to the satisfaction of the Court that said petition is Signed by more than three fourths of the proprietors of the Village of Union Center of said County of Union — Also that due Notice of the filing of said petition hath been given according to the Statute in such case made & provided and that there is no opposition to the Vacation of said Town Plat & that no injury to public or private will be caused by such Vacation
It is therefore considered ordered & adjudged by the Court that the said Town Plat of Union-Center be & the same is hereby vacated as prayed for in said Petition
And it is further Ordered & Adjudged that the Petitioners pay the costs of this proceeding within ten days & in default thereof that Execution issue therefor as upon judgments at Law

Taber Randall Clerk

Thomas Degood } Pleas before his Honor J. S. Conklin Presiding
vs } Judge at a Court of Common Pleas begun held
John McAllister } at the Court House in Marysville within & for the County of Union in the State of Ohio on the 29th day of September 1869. Heretofore on the 26th day of December 1868 the following Petition was filed with the Clerk of said Court which reads as follows to wit
Thomas Degood Plaintiff } Court of Common Pleas Union County Ohio
against } Petition
John McAllister Deft. } For first Cause of Action Plaintiff says
That the defendant on the 9th day of March 1868 made his certain promissory note in writing of that date & then & there delivered the same to one John Butterfield & thereby promised to pay said Butterfield or bearer the Sum of twenty two & 95/100 dollars in One day after date & the said John Butterfield then & there Sold & delivered said Note to Thomas Hunt & Hunt Sold & delivered the Same to plaintiff who is now the Owner thereof. On the 15th day of October 1868 the defendant paid on said note the Sum of five & 40 dollars and no other or further payment has been thereon. And there is due plaintiff from defendant on said promissory note the Sum of nineteen & 55/100

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dollars with interest from October 15th 1868. A Copy of said note with the Credits thereon is here attached marked "A"

2d Second Cause of Action. Plaintiff further Says that on the 1st day of September 1864 the Defendant borrowed of plaintiff the Sum of One hundred & twenty five dollars & gave to plaintiff a receipt for said money - It appears upon the face of said receipt that the money was received by defendant for the use of L. McLane but plaintiff avers that the money was borrowed by defendant for his own use & without any authority from said McLane to receive money for him from plaintiff & that no part of said money ever came into the hands of said McLane but that the same was used by defendant alone & it was to defendant alone that plaintiff loaned said money. And plaintiff Says that said Sum of One hundred & twenty five dollars is now Over due & no part thereof has been paid & that there is now plaintiffs due from defendant on said loan the Sum of One hundred & twenty five dollars with interest from the 1st day of September 1864. A Copy of said receipt is here attached marked "B" and made a part hereof.

3 Third Cause of Action. Plaintiff further Says that on the 1st day of September 1864 the defendant made his certain due bill in writing of that date & delivered the same to the plaintiff & thereby bound himself to pay to plaintiff or bearer fifty dollars with interest from September 1st 1864 - A Copy of said due Bill is here attached Marked "C" & made part hereof

The plaintiff Says that on the 20th day of April 1868 he (plaintiff) in anticipation of a Settlement of that claim & other Other Outstanding Claims held by plaintiff against defendant (& in which Settlement defendant had agreed to give a new note for the whole Amount of said claims) entered upon the back of said due bill a Settlement in full of the debt and interest due upon the same but plaintiff Says that no Such Settlement was effected nor was any Settlement or other arrangement made between plaintiff & defendant whereby said due bill was to be cancelled or any payment made of the same either in whole or part. And the plaintiff avers that said due bill still remains wholly unpaid & unsettled & the whole Amount is due plaintiff from defendant as aforesaid & the interest aforesaid.

The plaintiff therefor asks Judgment against defendant for the Sum of One hundred & ninety four 35/100 dollars with interest on $19 35 from Oct. 15. 1868 on $125 from Sept. 1st 1864 & interest on $50 from Sept. 1st 1864 & for other proper relief

Porter & Sterling Attys for Plff

The State of Ohio Union County SS. Thomas Degood the plaintiff being Sworn makes oath that he believes the facts Stated in the foregoing petition to be true

Thomas Degood

Sworn to by Thomas Degood before me & Signed by him in my presence this 26th day of December 1868

Taber Randall Clerk

Clerk - Issue a Summons &c Indorse Amt claimed $194 33 int. on $175 00 from Sept. 1st 1864 & int. on $19 35 from Oct 15, 1868

Porter & Sterling Attys for Plffs

And thereupon the following Summons was issued by the Clerk of said Court which reads to wit

The State of Ohio Union County SS. To the Sheriff of Union County

You are commanded to Notify John McAllister that he has been sued by Thomas Degood in the Court of Common Pleas of Union County and that unless he Answer by the 23d day of January A.D. 1869 the Petition of the said Plaintiff against him filed in the Clerks office of said Court Such petition will be taken as true and judgement rendered accordingly.

You will make due return of this Summons on the 4th day of Jany 1869

(2.5.)

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 26th day December 1868
Taber Randall Clerk

Sheriff's Return, Rec'd this writ Decr. 26th 1868 Served by delivering to the defendant a certified copy of this writ Fee $1.77
J.B. Whelpley Sheriff

Afterwards the following Answer was filed with said Clerk which reads to wit:

Thomas Degood Plff } Court of Common Pleas Union County Ohio.
vs
John McAllister Deft. }

Answer

The said defendant now comes and for Answer to said second cause of action in said petition set forth says he did not sign said note nor did he authorize any one to sign the same for him - neither did he receive any sum of money of said plaintiff for the use of Duncan McLane - The defendant denies each & every allegation of said petition so far as it relates to said second cause of action - but offers to confess judgement for the amount set forth in the said first & third cause of action

Robinson & Robinson Attys for Deft.

The State of Ohio Union County ss. } I John McAllister being duly Sworn depose & say the several allegations of the foregoing Answer are true as I believe

John McAllister

Sworn to before me & Signed in my presence this 30th day of Dec. 1868

Taber Randall Clerk

Afterwards Came the said Plaintiff & filed his Reply herein with said Clerk which reads to wit:

Thomas Degood Plaintiff } Court of Common Pleas Union County Ohio
against
John McAllister Defendant }

Reply.

The plaintiff Replies to the Answer of defendant in this and avers that the defendant did Sign said receipt mentioned in plaintiffs second cause of action and that defendant obtained of Plaintiff the money as therein set forth & still owes plaintiff for the same with interest as claimed by plaintiff in his petition

Porter & Sterling Attys for Plaintiff

The plaintiff Thomas Degood being Sworn Says he believes the facts Stated in the foregoing reply to be true
Thomas Degood

Sworn to by Thomas Degood before me and ~~Signed~~ the facts Signed by him in my presence this 11th day of Jany 1869
Taber Randall Clerk

And afterwards on the 30th day of April 1869 the following Entry was made in the Journal of said Court which reads in the words following

Thomas Degood }
vs }
John McAllister }

This day this cause came on to be heard & the said John McAllister having failed to Answer & demur as to the first and third cause of action Set forth in plaintiffs petition it is Considered that the said Thomas Degood ought to recover the sum of eighty three & 41/100 dollars so demanded in said first & third cause of action so stated in said petition of plaintiff. And as to the second cause of action Set forth therein a came a jury to wit. Henry J. Marriott Alphonzo Young Nelson Morse. A.P. Harvey John Weaver & George W. Cary regular jurors and J.H. Clement David Sherman William Smith, Wm M. Robinson A.D. Doolittle Samuel McCampbell tales jurors who being duly empannelled and Sworn the truth to Speak upon the issue joined between

the parties upon their oaths do say that the defendant doth owe the sum of One hundred & Sixty dollars. It is therefore considered and adjudged that the plaintiff recover of the defendant the sum of eighty three 10/100 dollars found due by the Court And Als the further sum of One hundred & Sixty dollars found due the plaintiff from the defendant by the Verdict of the Jury together with his costs in this behalf expended taxed to $

A Second trial demanded & allowed as to the 2d cause of action under the Statute And Bond fixed at $320.00

And thereupon the following Bond was filed with the Clerk of said Court to wit. Know all men by these presents That we John McAllister Isaac McAllister & J. M. Hoskins are held & firmly bound unto Thomas Degood in the penal sum of three hundred & twenty dollars the payment of which well & truly to be made we do hereby jointly & severally bind our selves our heirs executors & administrators Sealed with our Seals and dated this 29th day of May A.D. 1869.

The Condition of the above Obligation is such that whereas said John McAllister has entered on the Records of the Court of Common Pleas within & for the County of Union in the State of Ohio at the April Term thereof A.D. 1869 notice of his intention to demand a Second Trial in the case of Thomas Degood Plaintiff vs John McAllister according to the Statute in such case made & provided And the Court having fixed the Amount of the Undertaking to be given in this case at the Sum of three hundred & twenty dollars. Now if the said John McAllister shall abide & perform the Order & Judgement of said Court of Common Pleas & shall pay all moneys costs & damages which may be required of or awarded against him consiquent upon such Second trial, then this Obligation shall be void Otherwise in full force & virtue in Law

John McAllister (Seal)
Isaac McAllister (Seal)
J. M. Hoskins (Seal)

I approve of the above Bond & Sureties
Thereto this 29th day of May A.D. 1869 Taber Randall Clerk

And afterwards on the 29th day of September 1869 the following Entry was also made in the Journal of said Court which reads in the words following to wit.

Thomas Degood
vs
John McAllister

The day came the parties by their Attorneys and this cause came on to be heard & the Court being fully advised in the premises do find there is due the plaintiff from the said defendant the Sum of One hundred & Sixty three 10/100 dollars.

It is therefore considered & adjudged that the plaintiff recover of the said defendant said Sum of One hundred & Sixty three 10/100 dollars & also his costs in this behalf expended taxed to dollars & cents

Taber Randall Clerk

Elizabeth A. Elliott
vs
John C. Elliott

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court in Marysville within and for said County of Union in the State of Ohio on the 30th day of September A. D. 1869. Heretofore on the 6th day of February 1869 the the following Petition was with the Clerk of said Court which reads as follows

Elizabeth A. Elliott
vs
John C. Elliott Defs.

Court of Common Pleas Union County Ohio

Petition

The petitioner Elizabeth A. Elliott Says She was lawfully intermarried with the defendant John C. Elliott on the 23d day of March 1848 in Delaware County Ohio – That ever since that time She has in every respect been to defendant a faithful & dutiful wife but on account of the wrongful conduct of the defendant hereinafter mentioned She on the 1st day of February A.D. 1869 left him & has ever since ceased to live with him

That petitioner for more than One year last past has been & now is a bona fide resident of said County of Union in the State of Ohio & the defendant is also a bona fide resident of the same County,

That She represents & charges that the said defendant has been guilty of habitual drunkenness for three years last past – Also that he has been guilty of committing Adultery with Harrington & Elizabeth Weaver & Dona Wells & other persons to the petitioner unknown And at times to the petitioner unknown Also that the defendant has been guilty of extreme cruelty in this that while the petitioner was sick confined to her bed he brought into the house as housekeeper the said Dona Bell a woman of bad & indecent reputative character against the wish of the petitioner while another woman of good character & a good house keeper was ready & willing to act for them as such in or about the year 1866 & also on many occasions within the last Six months has threatened to Strike the petitioner & has called her bad & indecent names in the presence of their Children – Also that he has been for the last Six months guilty of gross neglect of duty in wholly refusing & neglecting to aid in the support of their family & Compelling the petitioner though of delicate health & Shattered Constitution to provide for the family.

There are born of said marriage the following children under age besides One over age Viz Louisa Elliott aged 15 years, Etha Annetta Elliott aged 10 years Rachel A. Elliott aged 9 years Leona May Elliott aged 7 years All living with the petitioner in said County & whom the petitioner asks may remain under her control and Education,

The petitioner says She is the Owner of certain person property consisting of household furniture, clothing & carpeting & a salted hog & some fruit canned in the house – She asks that defendant be Ordered to Surrender to her said property & that on final hearing She may obtain a divorce from defendant & have the custody of said children & reasonable Alimony & the control of her property real & personal & that in the meantime he may be enjoined from in any way interfering with petitioner & her property & her said children

Robinson & Robinson Attys for Petitioner

The State of Ohio Union County SS. I Elizabeth A. Elliott being duly Sworn say the Sevral allegations of the foregoing petition Are true

Elizabeth A. Elliott

Pracipe

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Sworn to before me & Signed in my presence this 6th day of Feby 1869 A.J. Wilkins J.P.

Pracipe Issue Summons & Endorse "Petition for Divorce & Alimony & injunction not to interfere with Plaintiffs property Robinson & Robinson Attys for Plff.

And thereupon the following was issued by the Clerk of said Court which reads to wit,

The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to Notify John C. Elliott that he has been Sued by Elizabeth A. Elliott in the Court of Common Pleas of Union Count and that unless he answer by the 6th day of March A.D. 1869 the Petition of the Plaintiff against him filed in the Clerks office of said Court such petition will be taken as ~~taken~~ true and judgment rendered accordingly

You will make due return of this Summons on the 15th day of February A.D. 1869

Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville within & for this 6th day of February A.D. 1869 Taber Randall Clerk

L.S.

Sheriff's Return "Rec'd this writ Feby 8th 1869 Served John C. Elliott by delivering to him a certified copy of this writ & certified copy of the Petition in this case Feby. 8th 1869 Fees $2.07 Robert Sharp Sheriff

Afterwards On the 30th day of September A.D. 1869 the following Entry was made in the Journal of said Court which reads in the words & figures as follows to wit,

Elizabeth A. Elliott
vs
John C. Elliott

This day came the plaintiff & the Court being Satisfied that lawful Service of process hath been made on the defendant & having heard the proofs do find the Several allegations of the Petition to be true with the exception of the Charge of Adultery which is not proved

It is therefore considered ordered & adjudged by the Court that the Marriage Contract between the parties be & the same is hereby dissolved & said parties Divorced.

It is further Ordered that the plaintiff have the care, custody & Education of the Minor Children named in said petition but defendant shall have the right at such times & places as may be reasonable to See the said Children but not to the annoyance of the plaintiff or disturbance of said Children.

And the Court being Satisfied that the Arrangement made by & between the parties as to the division of property as Stated in the paper filed with the papers in this Case is reasonable and just do approve & confirm the same & said agreement as to property is Ordered to be made a part of the Record

Attest Taber Randall Clerk

X

E. L. Larrowe
vs
The Columbus Chicago & Indiana Central Railway Company

Pleas before his Hon. J.S. Conklin Presisiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio Heretofore on the 4th day of August 1869

On the first day of October 1869 the following Petition was filed with the Clerk of said Court which reads to wit,

Union County Common Pleas Court.

E. L. Larrowe Plaintiff
vs
The Columbus Chicago & Indiana Central Railway Company Defts

Petition

The plaintiff says this case was tried before Garret Harris a Justice of the Peace in & for Darby

Township in Said Union County on the 25th day of June 1869 and from the judgment
thin & thereon rendered by Said Justice the Said defendants have brought this action
here by appeal. Plaintiff further Says that before and at the time of Committing the
grievances hereinafter Mentioned to wit On the 27th day of April A.D. 1869 the Said
defendant was the Owner & Occupier of a certain Rail Road leading from
to and passing through the aforesaid County of Union & of certain Cars &
locomotives running thereon and that Said plaintiff was then the owner and
possessed of a certain Valuable Cow which Said Cow Casually & without fault or
neglect on the part of Said plaintiff but by reason of the want of Sufficient Cattle
guards fences & crossings to enclose Said road as required by law Strayed in and
upon Said tracks & grounds occupied by the Said road of the Said defendant
and the Said defendant by its agents & Servant not regarding its duty in that
respect so carelessly & negligently ran & managed the Said Cars & Locomotive
that the Same ran against & over the Said Cow of the Said plaintiff & killed
and destroyed the Same to the damage of plaintiff Eighty five dollars.
Wherefore plaintiff asks judgment against Said defendant for the Said
Sum of $85 00 with damage for the with holding the Same from the Said 27th day of
April 1869
Randall & Cameron Pltff Attys
State of Ohio Union County ss. The Said plaintiff E. L. Sarrow being duly Sworn
says the facts Stated & allegations made in the foregoing petition are as he believes
true
E. L. Sarrow
Sworn to before me & Subscribed in my presence this 3d day of August 1869
W. M. Winget J. P.
And afterwards on the 1st day of October 1869 the following Entry was made
in the Journal of Said Court which reads in the words following to wit.

E. L. Sarrowe
vs
The Columbus Chicago & Indiana Central Railway Company

And now came the Said E. L. Sarrowe by Ramdall & Cameron his Attorneys & the Said Defendant not appearing by themselves or Counsel and having failed to demur or Answer to the petition of the Said plaintiff and neither party demanding or requiring a jury this cause was submitted to the Court by the Plaintiff upon the Petition & evidence & the Court after hearing the evidence & being fully advised in the premises do find the Said E. L. Sarrowe hath Sustained and ought to recover his damages by reason of the premises & the Court with the consent of the plaintiff do assess the damages of of the Said plaintiff to the Sum of eighty four dollars & fifty Seven cents.

It is therefore Considered Ordered & adjudged by the Court that the Said plaintiff recover of the Said defendant the Sum of Eighty four dollars and fifty Seven Cents his damages So as aforesaid assessed and also his Costs herein expended taxed to $

Attest Tabor Randall Clerk.

Wesley Amrine
vs
Andrew Reed et als

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun Held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 2d day of October 1869 & continued on the 21st day of August 1869 the following petition was filed with the Clerk of said Court which reads in the words as follows to wit

Wesley Amrine Plaintiff
vs
Andrew Reed & Alonzo Reed & Amos Burris Defts

Court of Common Pleas of Union County Ohio

Petition.

The said Wesley Amrine plaintiff complains of the said Andrew Reed, Alonzo Reed & Amos Burris defendants for that the said plaintiff on or about the 5th day of March A.D. 1864 was seized in fee simple of the following described lands & tenements situate in said County of Union to wit Situate in Paris township Survey No. 4074 & bounded & discribed as follows. Beginning at a bur oak Northwest corner to John Overlen's Survey thence S 80° W 156 poles to two Sugar trees from one root (both blown down) thence N 10° W 51¼ poles to a stake thence N 80° E 156 poles to a stake in the East line of said Survey thence S 10° E 51¼ poles to the beginning containing 50 acres more or less. And the said plaintiff did then Sell the said premises to the said Andrew Reed & Alonzo Reed for the Sum of twelve hundred & fifty dollars & did then & there by his deed of general warranty executed & delivered to the said Andrew Reed & Alonzo Reed convey the said premises to the said Andrew Reed & Alonzo Reed their heirs & assigns in fee Simple and the said Andrew Reed & Alonzo Reed then paid to the said Westley Amrine the Sum of Seven hundred & twenty five dollars being part of said purchase money and also gave their joint & Several promissory note of that date for two hundred & twenty five dollars payable on the first day of April April A.D. 1865 with interest from date & dated March 5th 1864 & delivered to said plaintiff to secure the payment of the said Sum of two hundred & twenty five dollars the balance of said purchase money.

The defendant Andrew Reed & Alonzo Reed on the 5th day of March A.D. 1864 to secure the payment of said note executed & delivered to the plaintiff their Mortgage deed & thereby conveyed to the plaintiff his heirs & assigns the lands herein before discribed, the conditions contained in said Mortgage deed was in substance that if the said Andrew Reed and Alonzo Reed paid to the said Wesley Amrine or his assigns said Sum of Money being said balance of said purchase money for which said note was given with interest thereon when due then said Mortgage to be void otherwise to remain & be in full force. On the 7th day of March A.D. 1864 at 3¼ o'clock P.M. the said Mortgage was delivered to the Recorder of said Union County to be him entered on record & was recorded on the 12th day of March A.D. 1864 in Book 4 page 510.

On or about the 19th day of March A.D. 1866 long after said note became due the said Andrew Reed & Alonzo Reed paid to the said plaintiff on said note the Sum of One hundred & Sixty Six dollars and Eighty Seven cents with the accrued interest leaving then due and unpaid on said note the Sum of three hundred & fifty eight dollars & thirteen cents as the balance of said purchase money for the said lands for which said three hundred & fifty eight 13/100 dollars the defendants Alonzo Reed & Andrew Reed executed & delivered to the said Wesley Amrine their joint & Several promissory note a copy of which is here attached

with all the Credits thereon Marked "A" And made a part of this petition which Said note the plaintiff accepted & delivered to the Said Andrew Reed & Alonzo Reed their promissory note described in Said Mortgage - There is now due & unpaid of Said purchase money with the interest thereon from November 1st 1866 the Sum of $292.13 for which Said Sum of money the plaintiff claims a Vendors lien upon Said premises The Said Mortgage has become absolute & has never been cancelled or Satisfaction entered thereon. The Said plaintiff says that One Amos Burris defendant has purchased an interest in Said lands that the full extent of his interest is not Known to the plaintiff but that any interest the Said Amos Burris may have or claim to have in Said premises was acquired by him with a full & complete Knowledge of the plaintiffs lien thereon & that he the Said Amos Burris purchased Said interest in Said lands Know that the Amount of plaintiffs claim was unpaid and that the Said Sum was due the Said Wisley Ammine as the balance of the purchase money for Said lands for which he bought an interest - The plaintiff asks that Said Amos Burris be made a party defendant to this petition & that he be required to Answer Setting forth the precise interest he has in Said lands & that on the final hearing thereof the Court may Order Adjudge & decree that Said Mortgage be held to be in full force & Virtue to the intent of the purchase money now due for Said premises in Said Mortgage described but in case the Court Shall hold that Said Mortgage is not in full force & Virtue then in that case the plaintiff asks that the Court may Order Adjudge & decree that the plaintiffs claim is a Vendors lien upon Said lands for the Amount of Said unpaid purchase money and that in either case the Said Court may Order Said premises to be Sold for the payment of Said purchase money now due as aforesaid & for Such other & further relief as equity & good conscience may require

Coats & Gilbert Attorneys for Plaintiff

State of Ohio Union County SS. Wesley Ammine plff being first duly Sworn Says he believes the facts stated in the foregoing petition to be true Wesley Ammine Sworn to before me by the Said Wesley Ammine & by him Subscribed in my presence this 21st day of August A.D. 1869 Taber Randall Clerk.

To Clerk - Issue a Summons on the above petition returnable according to law Amt. claimed $292.13 with interest from Nov. 1. 1866 Coats & Gilbert Attys for Plff

And thereupon the following Summons was issued by Said Clerk which reads to wit.

The State of Ohio Union County ss To the Sheriff of Union County. You are commanded to notify Andrew Reed, Alonzo Reed & Amos Burris that they have been Sued by Wesley Ammine in the Court of Common Pleas of Union County & that unless they Answer by the 18th day of September A.D. 1869 the Petition of the Said Plaintiff against them filed in the Clerks office of Said Court Such petition will be taken as true and judgement rendered accordingly. You will make due return of this Summons on the 30th day of August 1869 Witness Taber Randall Clerk of Said Court and the Seal thereof at Marysville this 21st day of August 1869 Taber Randall Clerk

Sheriffs Return. Rec'd. this writ August 21st 1869 Served Andrew Reed Alonzo Reed & Amos Burris by delivering to each of them a certified copy of this writ August 25th 1869 Fees $2.17 Robert Sharp Sheriff

Afterwards on the 2d day of October 1869 the following Entry was made in the Journal of Said Court which reads in the words as follows to wit,

Wesley Cimmins Plff
vs
Andrew Reed Alonzo Reed &
Amos Burris Defts

This day came the plaintiff by his Attorneys & thereupon this cause came on for hearing upon the petition exhibits & testimony, the defendants being in default for want of Answer or demur to said petition and the Court being fully advised in the premises do find that the allegations of the Plffs petition are true And that the defendants Andrew Reed & Alonzo Reed owe to the plaintiff Wesly Cimmins the Sum of three hundred & forty dollars & twenty Six cents in manner & form as the plaintiff hath in his petition hath alleged,

It is therefore Considered Ordered & Adjudged by the Court that the said plaintiff Wesley Cimmins Recover of the said defendants Andrew Reed & Alonzo Reed the said Sum of three hundred & forty dollars & twenty Six cents the Sum so found due as aforesaid and also his costs in this behalf expended taxed to $

And the Court further find by consent of plaintiff that the said Sum of three hundred & forty dollars & twenty Six Cents so found due as aforesaid is a lien upon the lands & tenements in the petition Set forth & described Excepting twenty five acres heretofore Sold & conveyed to the defendant Amos Burris by the defendants Andrew Reed & Alonzo Reed of the lands & tenements in the plaintiffs petition described leaving of said lands & tenements twenty five acres now owned & held by the said defendants Andrew Reed & Alonzo Reed upon which the Court do find the said Sum of three hundred & forty $\frac{26}{100}$ dollars is a lien, And which is described as follows — Beginning at a Ire Oak Northwest Corner to John Overtons Survey No 4066 — thence S 80° W with the line of the John Donley farm 135 $\frac{2}{10}$ to a stone in said line Corner to Amos Burris' land thence with one of his lines N 8 ½ W 30 $\frac{13}{100}$ poles to a stone Another of his corners — thence with Another of his lines of the said Amos Burris land N 80 $\frac{3}{4}$ E 135 $\frac{2}{10}$ poles to a stake in the east line of said Survey No. 4074 — thence with said line S 10° E 30 poles to the beginning containing twenty five acres More or less,

And it is further Ordered Adjudged & decreed that in case the said defendants Andrew Reed & Alonzo Reed fail for twenty days from the rising of this Court to pay to the said plaintiff the said Sum of three hundred & forty $\frac{26}{100}$ dollars so as aforesaid found due together with the costs aforesaid that an Order issue to the Sheriff of Union County who is hereby appointed Special Master for that purpose commanding him to cause the said lands & tenements Above described to be appraised Advertised & Sold according to law and Apply the proceeds of said Sale in Satisfaction of said Judgement so as aforesaid rendered

Attest Taber Randall Clerk

Elizabeth Hudson By &c.
vs
David Hildreth & others

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville in & for the County of Union in the State of Ohio On the 29th day of April A.D., 1869. Heretofore on the 6th day of Aug. 1868

Petition

The following Petition was filed with the Clerk of Said Court which reads to wit:
Elizabeth Hudson by her next friend
John Hudson Plaintiff
against
David Hildreth William Hildreth Gilman B. Hildreth
Benoni R. Hildreth Lafayette Hildreth Marcus M. Hildreth Wm Benton Jackson
George C. Jackson Abram D. Jackson Armilla J. Jackson Mary Everett thru husband Henry Everett Barsheba
Hildreth, Benjamin Hudson & Elizabeth Hildreth Defendants,

Court of Common Pleas, within & for Union County

Your petitioner Elizabeth Hudson of Said County of Union in this State represents that on or about the 12th day of March 1868 on William Hildreth late of Union County Ohio died intestate seized of an estate in fee simple in the following real estate situate in the Virginia Military district Survey No. 3694 in Union County Ohio. Beginning at three Sugar trees N.E. corner of Joseph Brannons land thence S5° 40' W 190 poles to three white ashes & one black Ash S.E. corner of Said Joseph Brannons land thence N 83° W 10 poles 96 links to a beech being the S.W. corner - thence N 5° 40' E 190 poles to a Stake on the North bank of Bokes creek thence E. 10 poles & 6 links to the beginning containing 12 acres
2d Beginning at the N.E. corner of Joseph Brannons land thence running down Bokes creek with the meanders thereof N 5° 40' E 32 poles thence S84° 30 E 10 poles thence N 50 E 8 poles N 25° E 10 poles N 65° E 20 poles S84° E 16 poles to a Buckeye, White thorn & hackberry thence S5° 40' W 284 poles to two elms & hackberries thence N 83 W 47 poles to two Ashes & a hickory thence N 5° 40' E 190 poles to the beginning containing 69 acres.
3d Beginning at a beech 3 poles E from Samuel Lafferty's E. line thence parallel with Said line S6° W 61½ poles to a Stake in the center of the Delaware State road thence with Said road N 82° 30' E 100 poles to a Stake in the W. line of Richard Hoskins land thence with Said line N 7° E 50 poles to a Stake on the Bank of Bokes creek thence N 56° W 50 poles to a Stake thence S 63° W 44 poles to a Stake thence S 59° W 44½ poles to the beginning estated at 40 acres the whole being 121 acres more or less. Excepting 23 acres conveyed to Samuel W. Rhoads & James R. May with the Mill property for discription of which See record of deeds for the County of Union Ohio Book 29. page 22.
4th Also in Survey No 803 Beginning at the Original N.W. corner of Said Survey thence S 82° E. 200 poles to a Stake in the W. line of lot No 3 of the Subdivision of Said Survey thence with the west line of lot No. 3 S 8° W 98 poles to a beech & 2 elms S.W. corner of lot No 3. & in the north line of lot No. 6. N 82° W 200 poles to 3 beeches N.W. corner of lot No. 6. & in the Original West line of Said Survey thence with Said line N 9° E. 98 poles to the place of beginning containing One hundred & twenty acres, more or less.
Also in Virginia Military Survey No. 3693 commencing at the Southwest corner of the Meeting house lot thence South along the Marion road 12 poles thence N. of E. 8 poles thence N 12 poles to the S. E. corner of the Meeting house lot thence W along the S. line of Said Meeting house lot to the place of of beginning. Also in aforesaid Military Survey bounded as follows beginning at the S.W. corner of the Methodist Protestant Church lot thence Easterly along Said lot 8 poles thence N 4 poles thence west 8 poles to the Marion Road thence along Said road 4 poles to the beginning
Also in Said County and State and bounded and discribed as follows:

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Part of Survey No 3693 beginning at the S.E. corner of Isaac Jones' land thence S on the line of Robert R. Goodrich's land 66 poles to the line of the Survey thence N 84° W 48½ poles to a Stake & two beeches thence N 8° E 66 poles to a Stake thence S 84° E 44½ poles to the beginning containing 20 acres. Also 4 lots in Pharisburg O. bounded on the west by the Marysville road & the East by land belonging to the heirs of Samuel J. Kirk Also on the South by Same land on the north by lots belonging to John C. Elliott the M.E. Church lot lying between the said 4 lots and two lots in Said Town of Pharisburg bounded on the North by the Bellefontaine road on the East by lots owned by one Geroge Stuart on the west by Elliotts lot on the south by the land owned by Samuel J. Kirk. The said William Hildreth dec'd left Elizabeth Hildreth his widow who is entitled to dower in said premises she resides in the County of Union Ohio. The said premises discribed descended to the following persons only heirs & legal representatives of the said William Hildreth deceased

Subject to said dower 1/3rd of Our petitioner who is a daughter of the said William Hildreth dec'd. and wife of one Benjamin Hudson.

2° David Hildreth William Hildreth, Gilman B. Hildreth Benoni P. Hildreth Lafayette Hildreth, Marcus M. Hildreth Sons of Said William Hildreth dec'd. who reside in Union County Ohio.

3° Mary Everett daughter of the Said William Hildreth dec'd. Wife of One Henry Everett they Also reside in Union County Ohio.

4th Barshiba Hildreth daughter of Said William Hildreth dec'd and a resident of Said Union County Ohio.

5th William Benton Jackson George C. Jackson & Abram B. Jackson & Annetta J. Jackson minor Children of One Abigail Hildreth a daughter of Said William Hildreth dec'd. the Said Abigail Hildreth intermarried with One Thomas C. Jackson and afterwards died intestate leaving issue of Said Marriage William Benton Jackson George C. Jackson Abram B Jackson Annetta J. Jackson her only children & heirs who reside as follows. George C & William Benton reside in Delaware Co. Ohio. Abram B in Knox Co. Ohio. Annetta J Jackson who was lawfully adopted by Said William Hildreth dec'd. Nov. 3° 1860 by order of the Probate Court & became by virtue of the Same the child & lawful heir of Said William Hildreth & resides in Union County Ohio.

The following Above named have the following undivided estate in Said premises.

1st Your petitioner one undivided Eleventh in fee exclusive of her equity in the following advancements, in land money & chattels, made by Said William Hildreth deceased to the following named heirs & by them received David Hildreth 100. acres $300.00 William Hildreth 100. acres $300. Benoni P. Hildreth 67 acres & 151 poles $300.00 Gilman B. Hildreth 56 acres & 73 poles $300.00 Lafayette Hildreth 56 acres & 73 poles $300. Marcus M. Hildreth 56 acres & 73 poles $300 & cash $300. = $600 which Said advancements your petitioner prays may be required to be brought into hotchpot or deducted from the Share of the aforesaid heirs receiving the Same

2° William Benton Jackson George C. Jackson. Abram B. Jackson have jointly one undivided Eleventh in fee Said one undivided Eleventh part to be divided equally among them each one undivided 33 parts of the entire estate

3° So also each of the other heirs above named has an undivided estate of one undivided ~~Eleventh~~ Eleventh in fee subject to the additions & deductions consequent upon the advancements made as aforesaid to the parties aforesaid.

Your petitioner prays that Said David Hildreth William Hildreth Benoni P. Hildreth Gilman B. Hildreth Lafayette Hildreth. Marcus M. Hildreth Barshiba

Petition

Hildreth Mary Everett ther husband Henry Everett William Benton Jackson Georg E. Jackson Abram B. Jackson & Annetta J. Jackson. Benjamin Hudson & Elizabeth Hildreth be made parties defendants to this petition & that David Hildreth William Hildreth Benoni P. Hildreth Gilman B. Hildreth Lafayette Hildreth & Marcus M. Hildreth who have received advancements as above set forth be required to bring the same into Hotchpot before receiving any further portions of the estate of said William Hildreth dec'd. or that the Amounts they have respectively received be deducted from their remaining estate & divided among the other heirs in such manner as equity demands. and your petitioner desiring to hold her said interest in Severally prays that partition may be made and that the dower of the said Elizabeth Hildreth may be also assigned or if partition cannot without manifest injury be made then that the premises may be sold or such other Order taken as the equity of the case may demand

Reid Randall & Cameron Pfiffe Attys

State of Ohio Union County ss. Elizabeth Hudson the petitioner being first duly sworn according to law deposes & says the facts Stated & allegations in her foregoing petition are true as she verily believes

Elizabeth Hudson

Sworn to and Subscribed in my presence this 21st day of July 1868 Othniel Jewett J.P.

And thereupon the following Summons was issued by the Clerk of said Court to wit

The State of Ohio Union County ss To the Sheriff of Delaware County

You are commanded to notify Abram B. Jackson & George E. Jackson (Infants under fourteen years of age) that they & others have been sued by Elizabeth Hudson By her next friend John Hudson in the Court of Common Pleas of Union County & that unless they Answer by the 23d day of January A.D. 1869 the Petition of the said Plaintiff against them filed in the Clerks Office of said Court such petition will be taken as true & judgement rendered accordingly. You will make due return of this Summons on the 28th day of December 1868. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 12th day of December A.D. 1868

Summs.

(This Summons comes after Amended P.)

Taber Randall Clerk

H.L.B.

Sheriffs Return. The State of Ohio Delaware County ss. Rec'd this writ Dec'r 18, 1868 Dec'r 26th 1868 I Served this writ upon Def't George E. Jackson by giving him a certified copy of this writ & Serving def't Abram B. Jackson by leaving a certified copy hereof at his usual place of residence &c fees $4.25 Jno. W. Ladd Sh'ff Delaware Co O

Legal Notice. David Hildreth William Hildreth Gilman B. Hildreth Benoni P. Hildreth Lafayette Hildreth Marcus M. Hildreth. William Benton Jackson George E. Jackson Abram Jackson Annetta J. Jackson Mary Everett ther husband Henry Everett & Barsheba Hildreth. Benjamin Hudson & Elizabeth Hildreth will take Notice that a petition was filed against them on the 6th day of August 1868 in the Court of Common Pleas within & for the County of Union & State of Ohio by Elizabeth Hudson by her next friend John Hudson and is now pending wherein the said Elizabeth Hudson by her next friend John Hudson demands partition of the following real estate to wit, Situate in the Virginia Military District Survey No. 3694 in Union County Ohio, beginning at three Sugartrees N. & corner to Joseph Brannons land thence S 5° 40' W 190 poles to three White Ashes & one black Ash S.E. corner of Jos. Brannons land thence N 83° W 10 poles & 6 Links to a beech being the S.W. corner. thence N 5° 40' E 190 poles to a Stake on the north bank of Bokes creek: thence East 10 poles & 6 Links to the beginning containing 12¼ acres

2d Beginning at the N.E. corner of Joseph Brannons land, thence running down Bokes creek with the meander thereof N 5° 40' E 32 poles thence S 84° 20' E,

10 poles. thence N 50° E 8 poles N 25° E 10 poles thence N 65° 20 poles S 84° E 16 poles to a hickory white thorn & hackberry thence S 5° 40' W 284 poles to two elms & hackberry thence N 83° W 47 poles to two ashes & a hickory thence N 5° 40' E 190 poles to the beginning containing 69 acres

3 Beginning at a beech 3 poles east from Samuel Lafferty's E line S 6° W 61½ poles to a stake in the Center of the Delaware State road thence with said road N 82° 30' E 100 poles to a stake in the west line of Richard Hoskins land thence with said line N 7° E 50 poles to a stake on the bank of Bokes. thence N 56° W 50 poles to a stake thence S 63° W 44 poles to a stake thence S 59° W 44½ poles to the beginning estimated at 40 acres the whole being 120 acres more or less excepting 23 acres conveyed to Samuel W. Rhoads & James R. May with the mill property for description of which See Records of deed of Union County Book 29 p 22

4. Also in said County etc. in Survey No 803 beginning at the original N.W corner of said Survey thence S 82° E 200 poles to a Stake in the west line of lot No 3 of the Subdivision of said Survey thence with the west line of lot No 3 S 8° W 98 poles to a buckeye & two elms S.W. corner of lot No 3 & in the North line of No. 6 N 82° W 200 poles to 3 buckeyes N.W. Corner to lot no. 6 in the original west line of said Survey thence with said N 9° E 98 poles to the beginning containing 120 acres of land more or less.

5 Also in said County & State etc. in the Virginia Military District part of Survey No 3693 commencing at the S.W corner of the Meeting house lot. thence S along the Marion road 12 poles thence N of E. 8 poles thence N 12 poles to the S.E. corner of the meeting house lot Thence W on the South line of said Meeting house lot to the place beginning

Also in said County & State bounded & described as follows part of Survey No. 3693 beginning at the S.E. corner of Isaac Zane's land thence South on the line of R. P. Goodrich's land 64 poles to the line of Survey thence N 84° W. 48½ poles to a Stake & two beeches; thence N 8° E 66 poles to a Stake thence S 84 E 48½ poles to the beginning containing 20 acres

Also in said Virginia Military District & Survey County & State beginning at the N.W. corner of the M.E. Church lot thence easterly along said lot 8 poles thence N 4 poles thence W 8 poles to the Marion road - thence along said road 4 poles to the place of beginning — Also 4 lots in Pharisburg Union County and State of Ohio, bounded on the west by Marysville road on the east by land owned by the heirs of Samuel Kirk dec'd Also on the South by land owned by heirs of said Kirk dec'd On the north by land owned by J. E. Elliott. the M. E. church lot lying between said 4 lots. Also 2 lots in said town of Pharisburg bounded on the N by the Bellefontaine road On the east by lots owned by George Stewart on the west by Elliott lot on the South by lands owned by the heirs of Samuel Kirk deceased. And that at the next term of said Court the said Elizabeth Hudson by her next friend John Hudson will apply for an Order that partition may be made of said premises Aug. 14, 1868 Elizabeth Hudson By her next friend John Hudson

The State of Ohio } Reid Randall & Cameron Attorneys for Petitioner
Union County ss. } Edwin O. Smith makes Oath that the Advertisement of which the annexed is a Copy was published for Six Consecutive weeks immediately prior to November 4th 1868 in the Marysville Tribune a newspaper of general circulation within Union County Ohio & of which I am the foreman

Edwin O. Smith

Sworn to and Subscribed before me this 5th day of- Nov 1868 James R. Smith Probate Judge

And on the 13th of November 1868 the following Entry was made in the Journal of said Court

Elizabeth Hudson } Partition
vs
David Hildreth & Others } Continued with leave to file an Amended Petition in forty days

Amended Petition

And thereupon on the 12th day of December 1868 the following Amended petition was was filed with the Clerk of said Court which reads as follows to wit.

Elizabeth Hudson by her next friend John Hudson Plaintiff
Against
Columbus Hildreth Guardian of David Hildreth William Hildreth
Gilmand B. Hildreth Benoni R. Hildreth Lafayette Hildreth Marcus M. Hildreth
William Benton Jackson George C. Jackson Abram B. Jackson Joanna C. Jackson
Mary Everett & her husband Henry Everett, Basheba Hildreth Benjamin Hudson &
Elizabeth Hildreth Defendants

} Court of Common Pleas of Union County Ohio Petition for Partition

Your petitioner Elizabeth Hudson of said County of Union & State of Ohio represents that on or about the 12th day of March 1868 one William Hildreth late of Union County Ohio died intestate seized of an estate in fee simple in the following described real estate situate in the aforesaid County of Union and State of Ohio & in the Virginia Military District bounded & described as follows Being part of Survey No. 3694 beginning at 3 Sugar trees N.E. corner of Joseph Brannons land thence S 5° 40' W 190 poles to 3 white ashes & one black ash S.E. corner of Joseph Brannons land thence N 83° W 10 poles & 6 links to a beech being the S.W. corner thence N 5° 40' E 190 poles to a stake on the north bank of Bokes creek thence E 10 poles & 6 links to the beginning containing 12 acres

2d Beginning at the N.E. corner of Joseph Brannons land thence running down Bokes creek with the meanders thereof N 5° 40' E 32 poles thence S 84° 20' E 10 poles thence N 5° E 8 poles N 25° E 10 poles N 65° E 20 poles S 84° E 16 poles to a buckeye white thorn & hackberry thence S 5° 40' W 284 poles to 2 elms & hackberrys thence N 83° W 47 poles to 2 ashes & a hickory. thence N 5° 40' E 190 poles to the beginning 69 acres

3. Beginning at a beech 3 poles E from Samuel Lafferty's E line. thence parallel with said line S 6° W 61½ poles to a stake in the center of the Delaware State road thence with said road N 82° 30' E 100 poles to a stake in the west line of Richard Hoskins land thence with said line N 7° E 50 poles to a stake on the bank of Bokes creek thence N 56° W 50 poles to a stake thence S 63° W 44 poles to a stake thence S 59 W 44½ poles to the beginning estimated at at 40 acres the whole being 121 acres more or less

Excepting from the above described premises a lot of 23 acres bounded & described as follows Beginning at a stake & stone corner of land now owned by Harrison Wurtsbaugh running thence with his line a westerly course to the center of the creek to a stone - thence with the meanders of the creek a Southerly course to a corner of land now owned by William Kightlinger witness three Sugar trees on the east side of the creek. Thence a westerly course with Kightlingers line crossing the creek to within 2 poles of a stake which is corner to land owned by Martin Scott thence S 7° W 2 pole from & parallel with said Martin Scotts line to the center of the Delaware & Bellefontaine road thence with said road to corner of land now belonging to Thomas Hunt in the western edge of line running from the road to Wurtsbaughs thence with the western edge of said lane S 7° E 69 5/10 poles to the beginning containing 23 acres being property known as the Hildreth Mill property & lot adjacent thereto except one half acre reserved as a burying ground - this lot was sold to Samuel W. Rhoads & James R. May & conveyed by deed dated November 16th 1865 recorded in Book 29 page 22 of Record of deeds in said County,

4 Also in Survey No. 803 beginning at the original N.W. corner of Said Survey thence S82° E200 poles to a Stake in the west line of lot No 3 of the Subdivision of said Survey thence with the west line of lot No. 3 S8W 98 poles to a buck & 2 elms S.W. corner of lot No 3 & in north of lot No 6 N 82° W 200 poles to 3 beeches N.W. corner of lot No. 6 & in the original west line of said Survey thence with said line N 9° E. 98 poles to the place of beginning containing 120 acres more or less.

5 Also in the Virginia Military District being part of Survey No 3693 commencing at the S.W. corner of the Meeting house lot thence S along the Marion road 12 poles thence E. 8 poles thence N 12 poles to the S.E. corner of the meeting house lot thence west along the South line of said meeting house lot to the place of beginning.

6. Also in the aforesaid Military District & Survey bounded & described as follows beginning at the N.W. corner of the Methodist Protisant Church lot - thence easterly along said lot 8 poles thence N 4 poles thence W 8 poles to the Marion road thence along said road - 4 poles to the place of beginning.

7. Also in Said County & State & bounded & described as follows part of Survey No. 3693 beginning at the S.E. corner of Isaac Yarns land thence S on the line of Robt P. Goodrich's land 66 poles to the line of the Survey thence N 84° W 48½ poles to a Stake & 2 beeches. thence N. 8° E 66 poles to a Stake thence S 84° E 48½ poles to the beginning containing 20 acres.

8. Also 4 lots in Pharisburg Ohio Bounded on the west by the Marysville road on the East by land belonging to the heirs of Samuel J. Kirk Also on the South by the same land on the North by lots belonging to J. C. Elliott. the Methodist Protestant Church lot lying between the Said 4 lots,

9. Also two lots in Said town of Pharisburg bounded on the north by the Bellefontaine road on the East by lots owned by one George Stewart on the west by Elliotts lots on the South by the land owned by Samuel J. Kirk.

The Said William Hildreth deceased left Elizabeth Hildreth his widow who is entitled to dower in Said premises the Said Elizabeth Hildreth resides in Union Co. Ohio.

The Said premises descended to the following persons only heirs & legal representatives of the Said William Hildreth deceased Subject to Said Dower

1st Your petitioner who is a daughter of Said William Hildreth dec. wife of Benj. Hudson

2d Daria Hildreth. William Hildreth. Gilman B. Hildreth. Benoni P. Hildreth Lafayette Hildreth. Marcus M. Hildreth Sons of Said William Hildreth dec. all of whom reside in Union Co O

3d Mary Everett daughter of the Said William Hildreth dec'd wife of one Henry Everett They also reside in Union County Ohio.

4. Barsheba Hildreth daughter of Said Wm. Hildreth dec'd resident of Union County Ohio

5. William Benton Jackson George E. Jackson Abram B. Jackson Joana Armilla Jackson minor Children of one Abigail Hildreth a daughter of Wm. Hildreth dec'd

The Said Abigail Hildreth intermarried with one Thomas C. Jackson and afterwards (& before the death of the Said William Hildreth dec'd) to wit, on the 16th day of October 1860 died intestate leaving issue of Said Marriage William Benton Jackson George E. Jackson. Abram B. Jackson and Joanna Armilla Jackson her only Children Heirs who reside as follows to wit Abram B. Jackson & George E. Jackson reside in Delaware County Ohio William Benton Jackson in Knox County Ohio. And further in regard to the Said Joana Armilla Jackson Your petitioner Says that on or about the 3d day of November 1860 the Said William Hildreth deceased did personally appear before the Probate Court of Union County Ohio & in the presence of William H. Robb & James W. Robinson two disinterested witnesses of his acquaintences & did then & there designate and appoint the Said Joana Armilla

Jackson to be his heir at law & the following is a true copy of the record made by said Probate Court in the matter of said designation.

Amended Petition bonta,

Probate Court Oct. Term, Nov 3d 1860 in the matter of the designation of Joana Armilla Jackson as an heir of William Hildreth & her adoption into his family with the consent & guardianship of the same. This day came William Hildreth of Union County Ohio & in the presence of William H. Robb & James W. Robinson two disinterested witnesses of his acquaintance & in Open Court declared in writing that he did designate & Appoint Joana Armilla Jackson of said County one of his heirs at law and by the Consent & agreement of her Father Thomas Jackson (of said County) did adopt her into his family as one of his Children & took the care & guardianship of said Joana Armilla Jackson during her minority

And the Court being fully satisfied that said William Hildreth is of sound mind & Memory & free from restraint & that said agreement for the adoption & guardianship of said minor Child is proper & beneficial to all parties concerned do approve & confirm the same & Order that said written designation declaration & agreement be made a matter of record so required by law. That by virtue of said designation the said Joana Armilla Jackson became the heir at law of the said William Hildreth.

The parties above named have the following undivided estate in said premises.

1st Your petitioner one undivided eleventh in fee exclusive of her Equity in the following advancements in land made by said Wm Hildreth dec'd to the following named heirs & by them received.

To David Hildreth on the 21st day of August 1850 a lot described as follows Situate in Union County Ohio Beginning at an elm being the N.E. corner of Survey No 5630 entered in the name of Robt Means & the N.W. corner of Wm Samples Survey & S.E. corner of Thomas Frazers Survey No 3692 thence W on the line of Frazers Survey 210 poles to a Stake thence South direction 80 poles to a Stake thence E. 210 poles to the east line of the above mentioned Survey thence N 80 poles to the place of beginning it being Lot No One in the above mentioned Survey estimated to contain 100 acres be the same more or less The value of said premises mentioned in the deed of conveyance was three hundred (300) dollars

2 To William Hildreth On the 21st day of August 1850 as follows Situate in Union County Ohio Beginning at the S.E. corner of Lot No. 1. conveyed to David Hildreth by the said William Hildreth it being part of the land entered in the name of Robert Means & Survey No 5630 thence W. on the line of Lot No. 1. 210 poles to a Stake thence South 80 poles to a Stake. thence East 210 poles to a Stake on the above mentioned E. line thence North 80 poles to the place of beginning. It being lot No. 2 in the above Mentioned Subdivision of said Survey estimated to contain 100. acres more or less The value of said premises mentioned in said deed of conveyance was $300,

3 To Benoni P. Hildreth on the 1st day of April 1861 as follows Situate in Union County Ohio. It being in the S.E. part of Survey No. 5630 V.M. Beginning at a post on the South line of said Survey No 5630 V.M. & at the S.E. corner of Crosyders lot & running thence N 86 89 56/100 poles with said Crosyders east line to a post near a hickory & elm thence N 82° W with said Crosyders north line to a B. oak his N.W. corner thence N 8° E. 114/10 poles to a post near 3 ashes & hickory at the at the S.W. corner of Marcus M. Hildreths lot thence S 81 1/2 E. 104/10 poles with

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eleventh
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the line of said lot to a Stone on a post in the County road thence S 13 W with the Centre of said road to a post on said Course within 16 poles & 3 links of the South line of the Survey as now claimed by Bailys line - thence N 81½ E 122⅔ poles to the east line of the Survey - thence S 8½ W 15 75/100 poles with said line to a post near 2 hickorys & beech & Cherry at the S.E. corner of the Survey thence S 81½ W. with said line to the place of beginning containing 6 acres 151 poles more or less, The value of said premises mentioned in said deed of conveyance was $300.

4. To Gilman B. Hildreth on the 1st day of April 1861 as follows Situate in Union County Ohio it being the S.E. part of Survey No. 5630 U.M. bounded as follows beginning at a Stone & a post in the center of the County road at the S.W. corner of Lafayette Hildreths lot & running thence S 81½ E 111⅓ poles on said Lafayette Hildreths South line to his S.E. corner thence S 81½ W 62 47/100 poles on the east line of the Survey to the corner of Benoni P. Hildreths lot thence S 81½ W 122⅔ poles with the said Benoni P. Hildreths line to the center of the County road thence N 13 E along the Center of said road to the place of beginning Containing 50 acres & 73 poles of land more or less. The value of said premises expressed in the deed of conveyance is $300,

5 To Lafayette Hildreth on the 1st day of April 1861 as follows Situate in Union County Ohio it being the middle part of Survey No 5630 U.M. bounded as follows beginning at a Stone on a post on the South line of William Hildreths Jrs lot in the County road & running thence S 81½ E 104 78/100 poles on said line to a post at the said Wm Hildreths S.E. corner thence S 8½ W 8 3/10 poles on said line of the Survey to Gilbert Hildreths N.E. corner thence N 81½ W 111½ poles on said Gilbert Hildreths North line to the Center of the aforesaid County road thence N 13 E along the center of said road to the place of beginning containing fifty six acres & seventy three poles more or less. The value of said land expressed in the deed is $300,

6 To Marcus M. Hildreth on the 1st day of April 1861 as follows Situate in Union County Ohio it being the middle west part of the East half of Survey No 5630 U.M. beginning at a post near 3 ashes & hickory at the N.W. corner of Benoni P. Hildreths lot & running thence N 8° E 83 6/10 poles in the division line of said Survey to a Basswood tree S.W. Corner of William Hildreth Jrs lot thence S 81½ E 111½ poles on Wm Hildreths S. line to a Stone on a post in the County road thence S 13 W along the center of said road to a Stone on a post at the N.E. corner of Benoni P. Hildreths lot thence N 81½ W 104/10 poles on said line to the place of beginning containing fifty six acres 73 poles more or less. The value of said land expressed in said deed of conveyance is three hundred dollars,

Which said advancements your petitioner prays may be required to be brought into hotchpot & the value thereof deducted from the Shares of the aforesaid heirs receiving the same.

2 William Benton Jackson George E. Jackson Abram B. Jackson Joana Armitta Jackson have jointly one undivided eleventh in fee in said premises said one undivided eleventh part to be divided equally among them each to receive one undivided forty fourth (44th) of the entire estate

3 The said Joana Armitta Jackson by virtue of the designation above set forth being the heir at law of said William Hildreth dec'd has also an estate of one undivided eleventh in fee in said premises.

4 So each of the other heirs above named has an undivided estate of one undivided eleventh in fee subject to the additions & deductions consequent upon the advancements made as aforesaid to the parties aforesaid.

Your petitioner prays that said Columbus S. Hildreth Guardian of

David Hildreth, William Hildreth Benoni P. Hildreth Gilman B. Hildreth Lafayette Hildreth
Marcus M. Hildreth Barsheba Hildreth Mary Everett & her husband Henry Everett William
Benton Jackson George B. Jackson Abram B. Jackson Joana Armetta Jackson Benjamin Hudson
& Elizabeth Hildreth be made parties defendant to this petition & that David Hildreth
William Hildreth Benoni P. Hildreth, Gilman B. Hildreth Lafayette Hildreth & Marcus
M. Hildreth who have received the above advancements be required to bring the same
into Hotchpot before receiving any further patition of the estate of said William
Hildreth decd. Or that the value of the lands they have respectively received
be deducted from their remaining estate & divided among the other heirs in
such manner as equity demands and Your petitioner desiring to hold her
said interest in severalty prays that partition may be made & that the dower
of the said Elizabeth Hildreth may be also assigned. Or if partition cannot
without manifest injury be made then that the premises may be sold & such
other Order taken as the equity of the case may demand.

Reid Randall & Cameron Attys for Plff

The State of Ohio Union County ss. Elizabeth Hudson the petitioner in the
above action being first duly sworn says the facts set forth & allegations made
in the foregoing petition are true as she verily believes Elizabeth Hudson
Sworn to & Subscribed before me this 7th day of December 1868
Othniel Jewett J. P.

Joint. Entry.

Afterwards the following writ of Summons was issued by the Clerk of said court which reads to wit

Entry & Decree.

Sum. to Union Co.

The State of Ohio Union County ss. To the Sheriff of Union County. You are commanded
to notify Columbus S. Hildreth Guardian of David Hildreth, David Hildreth
William Hildreth Gilman B. Hildreth, Benoni P. Hildreth Lafayette Hildreth
Marcus M. Hildreth Joana Armitta Jackson, Mary Everett & Henry Everett
(her husband) Barsheba Hildreth Benjamin Hudson & Elizabeth Hildreth
that they have been Sued by Elizabeth Hudson by her next friend John Hudson
in the Court of Common Pleas of Union County & that unless they answer by the
9th day of January A.D. 1869 the Petition of the plaintiff against them filed
in the Clerks office of said court Such petition will be taken as true & judgment
rendered accordingly. You will make due return of this Summons on the 21st
day of December A.D. 1868 Witness Taber Randall Clerk of said court & the
Seal thereof at Marysville this 12th day of Decemb 1868 Taber Randall Clerk
Sheriff's Return. Rec'd this writ Decr. 12. 1868 Served the within named defendants
by delivering to each of them a certified copy of this writ Decr. 21st 1868.
Sheriffs fees $ 8.27 J B. Whelpley Sheriff

L.S.

Sum to Knox Co.

And also the following Summons was issued by said clerk to wit,
The State of Ohio Union County ss. To the Sheriff of Knox County. You are
Commanded to Notify William Benton Jackson (an infant under the age of
fourteen years) that he & others have been Sued by Elizabeth Hudson by her
next friend John Hudson in the Court of Court of Common Pleas of Union
County & that unless he Answer by the 23d day of January A.D. 1869 the Petition of
the said plaintiff against them filed Such petition will be taken as true
and judgment rendered accordingly. You will make due return of
this Summons on the 28th day of Decr. 1868. Witness Taber Randall clerk of said court
and the Seal thereof at Marysville this 12th day of December 1868
Taber Randall clerk

L.S.

Sheriff's Return. I received this writ Decr. 15th 1868 & Decr. 23d 1868 I Served the Same by

leaving a certified copy thereof at the within named William Benton Jackson's usual place of residence & also by leaving a certified copy at the residence of V.B. Jackson with whom the abov named Wm B. Jackson resides

Fees $4.40 Geo. W. Steele Shff Knox County Ohio.

Afterwards On the 28th day of January 1869 the following Entry was made in the Journal of said Court to wit,

Elizabeth Hudson By &c
VS
David Hildreth et.als

Joint Entry.

On motion of plaintiff. P.B. Cole Esq. was appointed Guardian ad litem of the infant defendants Joana A. Jackson William B. Jackson George E. Jackson & Abram B. Jackson who appeared and filed Answer for them, as follows

Court of Common Pleas Union County Ohio

Elizabeth Hudson By &c Plff
VS
David Hildreth et.als

Answer.

The Infant defendants in the above named cause by their Guardian ad litem he answer the plaintiff's petition & say that Joana A. Jackson is the owner of one eleventh of said land as the heir of Wm Hildreth deceased & the one undivided 1/4 of said lands as the heir of Abigail Jackson dec'd. making the whole of said Joana's interest in said land five forty fourths (5/44) and each of the other Minor heirs have an interest of One forty fourth (1/44) in said lands & they ask the protection of the Court.

P. B. Cole Guardian ad litem

And On the 29th day of January 1869 the following Entry was made in said Journal to wit,

Elizabeth Hudson
VS
David Hildreth William Hildreth Gilman B. Hildreth, Benoni P. Hildreth Lafayette Hildreth Marcus M. Hildreth Barsheba Hildreth Mary Everett & her husband Henry Everett Joana Camilla Jackson Wm B. Jackson Abram B. Jackson George E. Jackson Benjamin Hudson & Elizabeth Hildreth

Entry & Decree

In Partition.

And now came the said Elizabeth Hudson by Randall & Cameron her Attorneys and thereupon this cause came on to be heard upon the petition & evidence thereto, Argued by Counsel & Submitted to the Court in Consideration whereof the Court do find that due notice of the pendency of this action has been given for more than forty days prior to the first day of the present term of this Court And also that personal Service by Summons has been made upon each of the defendants. And the Court do further find that the said Intestate died seized in fee Simple of the premises described in said petition and that Advancements in land by said Intestate to the following of above named defendants as follows to wit. To David Hildreth to the Value of three hundred dollars
To William Hildreth, lands to the value of three hundred dollars
To Gilman B. Hildreth lands to the value of three hundred dollars
To Benoni P. Hildreth lands to the value of three hundred dollars
To Lafayette Hildreth lands to the value of three hundred dollars
To Marcus M. Hildreth lands to the value of three hundred dollars
That the Whole value of the advancements made as aforesaid to the heirs aforesaid is Eighteen hundred dollars. And the Court do further find that the said Elizabeth Hudson has a legal right to & is Seized in fee Simple of One eleventh part of the said premises and the Court do further find that David Hildreth William Hildreth Gilman B. Hildreth Benoni P. Hildreth Lafayette Hildreth Marcus M. Hildreth Barsheba Hildreth, Mary Everett Joana Camilla Jackson William B. Jackson George E. Jackson & Abram B. Jackson are tenants in common in said premises with the said Elizabeth Hudson in the following

Entry & Decree

proportions to wit. the Said David Hildreth is Seized of one eleventh (1/11) part thereof And the Said Benoni P. Hildreth Of One eleventh (1/11) part thereof and the Said Lafayette Hildreth of One eleventh parth thereof And the Said Marcus M. Hildreth of one eleventh part thereof And the Said Barsheba Hildreth of One eleventh part thereof And the Said Mary Everett of One eleventh part thereof And the Said Joana Armitta Jackson of five forty fourths (5/44) parts thereof & the Said Wm B. Jackson of One forty fourth (1/44) part thereof And the Abram B. Jackson Of one forty fourth (1/44) part thereof and the Said George E. Jackson of One forty fourth (1/44) part thereof - And the Said Elizabeth Hildreth is entitled to dower in Said premises.

It is therefore Ordered that a Writ of Partition issue to the Sheriff Said County of Union Commanding him that by the Oaths of A.S. Mowry Wm T. Hunt & B.W. Welsh One full equal third part of Said premises in Said petition described be Set Off & assigned to Said Elizabeth Hildreth as her dower estate And that by the like Oaths of Said A.S. Mowry Wm T. Hunt & B.W. Welsh an appraisement be made of Said lands Subject to Said dower & the Value of the premises be added the amount of the Advancements made as aforesaid to the heirs aforesaid & that a just & equitable partition be made of the hotchpot in the following manner to wit. to the Said Elizabeth Hudson a portion of Said land equal in value to one eleventh part thereof to Barsheba Hildreth a portion equal in Value to one eleventh part thereof. to Mary Everett a portion equal in value to one eleventh part thereof. to Joana Armetta Jackson a portion equal in value to five forty fourths (5/44) part thereof to William B. Jackson a portion equal in value to one forty fourth part thereof. to George E. Jackson a portion equal in value to one forty fourth part thereof to Abram B. Jackson a portion equal in value to one forty fourth part thereof to David Hildreth a portion equal in value (including the advancement to him made) to One eleventh part thereof- to William Hildreth a portion equal in value including the advancement to him made to one eleventh part thereof, to Gilman B. Hildreth a portion equal in value including the advancement to him made to one eleventh part thereof To Benoni P. Hildreth a portion equal in value including the advancements to to him made One eleventh part thereof

To Lafayette Hildreth a portion equal in Value including the advancement to him made to one eleventh part thereof

To Marcus M. Hildreth a portion equal in Value including the advancement to him made to one eleventh part thereof.

And it is further Order that the Sheriff return his proceedings forthwith

Afterwards the following Order of Partition was issued by Said Clerk to wit

Writ of Part & Dower

The State of Ohio Union County SS. To the Sheriff of Said County Greeting

You are Commanded that without delay by the Oaths of A.S. Mowry Wm T. Hunt & B.W. Welsh three judicious disinterested men of the vicinity you cause to be set off & assigned to Elizabeth Hildreth widow of William Hildreth late of Said County of Union deceased one full equal third part of the following real estate Situate & being in Said County of Union, part of Survey No. 3694 beginning at three Sugar trees N.E. Corner to Jos. Brannons land thence S 5° 40' W 190 poles to three white ashes & one black Ash S.E. Corn of Joseph Brannons land thence N 83° W 10 poles & 6 links to a buck being the S.W. corner thence N 5° 40' E 190 poles to a Stake on the north bank of Bokes creek thence East 10 poles & 6 links to the beginning Containing 12 acres

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Writ Contd.

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2 Beginning at the N.E. corner of Joseph Brannons land thence down Bokes Creek with the meanders thereof N 5° 40' E 32 poles thence S 84° 20' E 10 poles thence N 50° E 8 poles N 25° E 10 poles N 65° 20° poles S 84° E 16 poles to a buckeye White thorn & hackberry thence S 5° 40' W 284 poles to two elms & hackberry thence N 83° W 47 poles to two beeches & hickory thence N 5° 40' E 190 poles to the beginning containing 69 acres

Writ. Cont'd.

3 Beginning at a beech 3 poles east from Saml Lafferty's E. line - S 6° W 61½ poles to a Stake in the center of the Delaware State road thence with said road N 82° 30' E 100 poles to a Stake in the west line of Richard Haskins land thence with said line N 7° E 50 poles to a Stake on the bank of Bokes creek. Thence N 56° W 50 poles to a Stake thence S 63° W 44 poles to a Stake thence S 59° W 44½ poles to the beginning estimated at 40 acres the whole being 120 acres more or less Excepting 23 acres to Saml W. Rhoads & Jas R. May with Mill property

4 Also in Said County in Survey No 803 Beginning at the original N.W. corner of Said Survey thence S 82° E 200 poles to a Stake in the west line of lot No 3 of the Subdivision of Said Survey thence with the W line of lot No 3 S 8° W 98 poles to a beech & two elms S.W. corner of lot No 3 & in the North line of lot No 6. thence N 82° W 200 poles to three beeches N.W. corner of Lot No 6 in the original west line of Said Survey thence with said line N 9° E 98 poles to the beginning containing 120 acres more or less.

5 Also in Said County & State being part of Survey No 3693 Commencing at the S.W. corner of the meeting house lot thence South along the Marion road 12 poles thence W. of E. 8 poles thence north 12 poles to the S.E. corner of the meeting house lot thence west on the South line of Said meeting house lot to the place of beginning

Also in Said County & part of Survey No 3693 Beginning at the S.E. corner of Isaac Zanes land thence South on the line of R.P. Goodrich's land 64 poles to the line of Survey thence N 84° W 48½ poles to a Stake & two bur oaks thence N 8° E 66 poles to a Stake thence S 84° E 48½ poles to the beginning containing 20 acres

Also in Said County & in Said Survey beginning at the N.W. corner of the M.P. Church lot thence easterly along Said lot 8 poles thence N 4 poles thence W. 8 poles to the Marion road thence along Said Road 4 poles to the beginning

Also 4 lots in Pharisburg in Said Union County bounded on the west by the Marysville road on the east by lands owned by the heirs of Samuel J. Kirk dec'd On the South by lands owned by the heirs of Kirk dec'd on the north by lands owned by J.B. Elliott - the M.P. church lot lying between the Said 4 lots.

Also two lots in the Said Town of Pharesburg bounded on the north by the Bellefontaine road On the East by lots owned by George Stuart on the west by Elliotts lot on the South by lands owned by the heirs of Saml J. Kirk dec'd.

And that by the like oaths of the Same A.S. Mervin Wm T. Hunt & B.W. Welsh you cause Said lands & tenements to be Appraised Subject to Said dower estate and to Said appraised Value of Said lands you add the Sum of $1800. the amount of Advancements made to Said heirs as Set forth in Said Order and that a just & equitable partition be made of the hotchpot in the following manner to wit

1 To Said Elizabeth Hudson a portion of Said lands equal in value to one eleventh part thereof

2 To Barsheba Hildreth a portion equal in value to one eleventh part thereof

3 To Mary Everett a portion equal in value to one eleventh part thereof

4 To Joana Armitta Jackson a portion equal in value to five forty fourths thereof

5 To Wm P. Jackson a portion equal in Value to one forty fourth (1/44) part thereof

6 To George E. Jackson a portion equal in Value to one forty fourth (1/44) part thereof

7 To Abram B. Jackson a portion equal in value to one forty fourth (1/44) part thereof

8. To Davis Hildreth a portion in Value (including advancement of $300 to him made) to one eleventh part thereof
9 To William Hildreth a portion equal in Value (including advancement of $300 to him made) to one eleventh part thereof.
10 To Gilman B. Hildreth a portion equal in Value (including advancement of $300 to him made) to one eleventh part thereof.
11 To Benoni P. Hildreth a portion (including the advancement of $300. to him made) equal to one eleventh part thereof.
12 To Lafayette Hildreth a portion (including the advancement of $300 to him made) equal in Value to one eleventh part thereof
13 To Marcus M. Hildreth a portion (including the advancement of $300 to him made) equal in value to one eleventh part thereof

In pursuance of an Order lately made in Our Court of Common Pleas within & for said County of Union in a certain petition for Partition & Dower wherein the said Elizabeth Hudson is Petitioner and David Hildreth & others are Respondents

And that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. Witness my hand & the Seal of said Court at Marysville this February 1st A.D. 1869 Jabez Randall Clerk

(L.S.)

Sheriff. Return. As commanded by the foregoing writ of Partition & Dower I have executed the same by the Oaths of B.W. Welsh Wm J. Hunt & A.J. Mowry causing Dower to be assigned to Elizabeth Hildreth widow of William Hildreth deceased. & the said Commissioners being of the Opinion that the said premises cannot be divided without manifest injury I have caused the same to be appraised. All of which will more fully appear by reference to the report of the said Commissioners herewith returned. Shff's fees $3.80 Comrs. fees $16.00 Given under my hand this 2d day of Feby 1869

Robert Sharp Sheriff

Shff's Return.

Commissioners Report. Union County ss. Court of Common Pleas.

Elizabeth Hudson } In Partition and Dower,
vs } According to the Command of the writ of Partition
David Hildreth et als } & Dower in this Case issued & On call of the Sheriff of
said County We the undersigned Commissioners after being first duly affirmed & upon actual view of the premises do Set off & assign to the said Elizabeth Hildreth as her dower estate in said premises in said petition described the following tract to wit. Beginning at a Stone in the center of the Delaware and Bellefontaine State road & the west line of Wm J. Hunt – thence with said line S 7½ W 183 poles to a hickory & 2 ams. thence N 80½ W 58 poles to a buck Stump South east corner to Morris b. Clay – thence with his east line N 7½ E 165½ poles to a Stake in the center of said road – Thence with the center of said road N 83½° E 60 poles to the beginning containing 63 acres more or less,

Comrs Report

being part of Survey No. 3694.

Also a lot in the Town of Phansburg Described as follows Beginning at the South west Corner of the Methodist Protestant Church lot thence South along the Marysville & Marion road 4 poles thence N. of E. 4 poles thence N. parallel with said road 4 poles to the South east corner of the said Church lot thence west along the South line of said lot 8 poles to the beginning being part of Survey No. 3693,

And upon actual view of the premises we are of the opinion

that the said lands cannot be divided without manifest injury and we do estimate the the Value of the same as follows - The lot containing 63 acres assigned to Elizabeth Hildreth as her dower estate (as is above correctly described) at $1075 subject to said Dower - Lots Nos 15 & 16 in the Town of Pharisburg, at $100 clear of Dower,

The lot bounded as follows (beginning at the N.W. corner of the M.P. Church lot in the Town of Pharisburg thence Easterly along the north line of said lot 8 poles to the Westerly line of Samuel J. Kirk dec'd - thence with said line Northerly parallel with the Marysville & Marion road 4 poles to the S.E. corner of J.E. Elliott thence with said line westerly 8 poles to the said Marysville & Marion road thence Southerly with said road to the beginning part of Survey No. 3693) We appraise at $40 clear of Dower,

The lot bounded as follows (Beginning at S.W. corner of the M.P. Church lot in the Town of Pharisburg thence Northerly along the Marysville & Marion road 12 poles thence easterly with the line of Saml J. Kirk dec'd. 8 poles thence Northerly with another line of said Kirk 12 poles to the S.E. corner of said Church lot thence with the Southerly line of said lot 8 poles the beginning Subject to the dower estate of Elizabeth Hildreth upon the northerly 1/3 of said lot - the remainder clear of dower) Appraised at $120

The lot bounded as follows (Beginning at a Stone in the center of the Delaware & Bellefontaine State road corner to D.W. Wurtsbaugh - thence with the Center of said road N 83½° E 100 poles to a Stake in the west line of land formerly owned by Richard Hoskins thence with said line N 9° E 50 poles to a Stake near the bank of Bokes Creek thence N 52½ W 50 poles to a Stone (3 buckeyes from an root & Sycamore down) Corner to said D.W. Wurtsbaugh thence with his line S 63° W 66 poles to a Stone another Corner to Wurtsbaugh - thence with another of his lines S 8½ W. 61½ poles to the beginning containing 42½ acres more or less part of Survey No. 3694) We appraise at $1487 clear of Dower

The 4th lot described in the writ of Partition in this case part of Survey No. 8038 containing 120 acres we appraise at $3600 clear of Dower - but Subject to certain lease executed by Wm Hildreth dec'd to John Jenkins,

Witness Our hands this 2d day of Feby 1869

B.W. Welsh
Wm J. Hunt
Andrew S. Mowry
} Commissioners

Elizabeth Hudson
vs
David Hildreth Wm Hildreth Gilman B Hildreth Benoni P. Hildreth
Lafayette Hildreth Marcus M. Hildreth Barsheba Hildreth Mary Ervett
thir husband Henry Ervett Joana Armetta Jackson William B. Jackson George
C. Jackson Abram B. Jackson Benjamin Hudson & Elizabeth Hildreth
} Partition & Dower

On Motion to the Court by Randall & Cannon Attorneys for said petitioner upon producing the return of the Sheriff & the report of the Commissioners heretofore appointed & the same having been examined by the Court and found in all respects correct & in conformity to law. It is hereby Ordered that the said proceedings & Report be & the same is hereby approved & Confirmed. And Order that said Elizabeth Hudson stand endowed of the lot set off to her in said proceedings her dower estate in said premises,

And thereupon neither of said parties electing to take said premises at the said valuation it is Ordered that the said premises be sold by the Sheriff of said County of Union Ohio, according to law and that he return his doings in the premises to the next Term of this Court to which time this cause is continued

And thereupon the following Order of Sale was issued by the Clerk of said Court which reads
The State of Ohio Union County ss. To the Sheriff of Union County Greeting,
In pursuance of an Order of our Court of Common Pleas within & for the County of
Union at the January Term thereof A.D. 1869 in a certain Petition for Partition now
pending in said Court wherein Elizabeth Hudson is petitioner & David Hildreth & others
are defendants. You are Commanded that without delay you proceed to sell at public
auction according to law the Lands & tenements in said petition described, Situate
in said County of Union to wit, Part of Survy No 3694. Beginning at a stone
in the center of the Delaware & Bellefontaine State road & in the west line of Wm. J. Hunt
thence with said line S 7½° W. 183 poles to a hickory & two elms, thence N 80½° W 58 poles
to a buck Stump S.E. corner to Morris B. Clay - thence with his east line N 7½° E 165½
pole to a Stake in the center of said road thence with with the center of said road
N 83½° E 60 poles to the beginning (encumbered with dower). Containing 63 acres more or less.
Also. Lot in Pharisburg beginning at the N.W. corner of the M. P. Church lot -
thence Easterly along the north line of said lot 8 poles to the westerly line of
Saml J. Kirk's land thence with said line Northerly parallel with the Marysville
& Marion road 4 poles to the Southeast Corner of J. B. Elliotts thence with said
line westerly 8 poles to the said Marysville & Marion road - thence Southerly with
said road to the beginning being part of Survey N. 3693. (Clear of Dower)
Also. Lot in Pharisburg. Beginning at the S.W. corner of the M.P. Church Lot - thence
Southerly along the Marysville & Marion road 12 poles - thence Easterly with the
line of Saml J. Kirks land 12 poles to the Southwest corner of said Church lot
thence with the Southerly line of said lot 8 poles to the beginning (Northerly ⅓ of said lot Subject to a Dower)
Also, Part of said Survey No 3694 Beginning at a Stone in the Center of the Delaware
& Bellefontaine State road corner to D. W. Wertsbaugh's land - thence the center of said
road N 83½ E. 100 poles to a Stake in the west line of land formerly owned by Richard Watkins
thence with said line N 9° E 50 poles to a Stake near the bank of Bokes creek thence
N 52½° W 50 poles to a Stone (3 buckeyes from one root & a Sycamore down) corner to D. W. Wertsbaughs
land thence with his line S 63° W 66 poles to a Stone another corner to Wertsbaughs
land thence with another of his lines S 8½° W 61½ poles to the beginning containing
42½ acres more or less. Clear of Dower.
Also Part of Survey No. 803 beginning at the original N. W. Corner of said Survey
thence S 82° E 200 poles to a Stake in the west line of Lot No. 3 of the Subdivision
of said Survey thence with the west line of lot No. 3 S 8° W 98 poles to a beech
& two elms S.W. Corner of Lot No 3 & in the north line of Lot No. 6 thence N 82° W
200 poles to three beeches N.W. corner lot No. 6 & in the original West line of said Surv.
thence with said N 7 E 98 poles to beginning containing 120 acres more or less clear
of Dower — Subject to lease)
Also Part of Survey No 3693 beginning at the S.E. corner of Isaac Hanes land thence South
with the line of R.P. Goodrichs land 64 poles to the line of the Survey thence N 84° W
48½ poles to a Stake & two beeches thence N 8° E 66 poles to a Stake - thence S 84° E 48½
poles to the beginning containing 20 acres Clear of Dower)
Also Lots No. 15 & 16 in said Town of Pharisburg (Clear of Dower)
Subject to the Dower estate of Elizabeth Hildreth Widow of William Hildreth late of said
County of Union dcsd. And that your proceedings in the proceedings you make known to our
said Court of Common Pleas at their next Term. And have you then there this writ
Witness my hand & the Seal of said Court at Marysville this 9th day of February
A.D. 1869 Taber Randall Clerk

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Sheriff's Return. Received this writ February 12th 1869 & advertised the Said lands & tenements for Sale at the Court House in Marysville Union County Ohio on the 27th day of March 1869 at one oclock P.M. in a public Newspaper printed in Marysville in Union County of general Circulation therein called the Marysville Tribune and after having advertised said lands for more than thirty days in Said paper having given due notice of the time & place of such Sale I proceeded on the said 27th day of March A.D. 1869 at one oclock P.M. at the door of the said Court House to offer Said lands & tenements at public Sale & then & there Struck off to Marcus Hildreth for One thousand & twenty five ($1025) dollars the lands & tenement in Survey No. 3694 Containing 63 acres as particularly described in Order of Sale. The Sum So Sum So bid being two thirds of the appraised value the he being the highest & best bidder was the purchaser.

Also then & there to Samuel Bees for the sum of $34.00 the Lot in Pharisburg described in Said Order as follows, to wit. Beginning at the N.W. corner of the M.P. Church Lot thence Easterly along the north line of Said lot 8 poles to the westerly line of Sam'l J. Kirks land thence with Said line northerly & parallel with the Marysville road 4 poles to the S.E. corner of J.B. Elliotts lot - thence with Said line westerly 8 poles to to the Said Marysville & Marion road thence Southerly with Said road to the beginning part of Survey No. 9693 (Free of dower) the Sum So bid being two thirds the appraised value of Said lot & he being the highest & best bidder therefor was the purchaser thereof -

Also then & there to Marcus Hildreth for the Sum of Eighty dollars ($80.00) the Lands & Tenements described in Said Order of Sale to wit. In Said Town of Pharisburg beginning at the S.W. corner of the M.P. Church lot thence Southerly along the Marysville & Marion road 12 poles thence Eastly with the line of Sam'l J. Kirks land 8 poles thence Northerly with an other line of Said Kirks land 12 poles to the S.E. Corner of the Said Church lot - thence with the Southerly line of Said lot 8 poles to the beginning (the northerly ½ of Said lot Subject to Dower) the Sum So bid being two thirds of the appraised value of Said lot the being the highest & best bidder therefor & the purchaser thereof

Also at the Same time & place to Marcus Hildreth for one thousand & one dollars ($1001) part of Survey No. 3694 containing 42½ acres as particularly described in Said Order of Sale - the Sum So bid being two thirds the Appraised Valued thereof - the being the highest & best bidder & the purchaser thereof

Also at the Same time & place to Benoni P. Hildreth for $2400 the Lands & Tenements described in Said Order of Sale as part of Survey No. 803 Containing 120 acres more or less (Clear of Dower) the Sum So bid being two thirds of the Appraised value of Said land the being the highest & best bidder therefor & the purchaser thereof

Also. At the Same time & place to Benoni P. Hildreth for the Sum of $650 the following lands & tenements in Said Order of Sale as part of Survey No. 3693 containing 20 acres more or less. the Sum So bid being two thirds the Appraised value of Said land & the Said Benoni P. Hildreth being the highest & best bidder therefor & the purchaser thereof.

Also at the Same time & place to A.D. Elliott for the Sum of $66.66 the following lands & tenements described in Said Order of Sale as Lots No's 15 & 16 in the Said Town of Pharisburg in Said County of Union (clear of Dower) the Sum So bid being two thirds of the appraised value of Said lots and the Said A.D. Elliott being the highest & best bidder therefor & the purchaser thereof -

Amount of Sale $5256.66⅔

Sh'ffs fees $37.28 Printer $25.00 = $62.28

Robert Sharp Sheriff

Notice, Elizabeth Hudson by her next friend John Hudson Plff. Against David Hildreth &others Defts. Sheriff's Sale. Court of Common Pleas Union Co,

In pursuance of an Order to me directed by the Court of Common Pleas of said County in the above named case I will offer for Sale at the door of the Court House in Marysville in Said County. on the 27th day of March A.D. 1869 at one Oclock P.M. of Said day the following real estate to wit; Part of Survey No 3694 beginning at a Stone in the center of the Delaware & Bellefontaine State road & in the west line of Wm J. Hunt. thence with Said line S 7¼° W 183 poles to a hickory & two elms. thence N 80½° W 58 poles to a buck Stump S.E. corner to Morris C. Clay. thence with his east line N. 7¼ E 165¼ poles to a Stake in the center of said road N 83½° E 60 poles to the beginning (encumbrance with dower) Containing 63 Acres more or less. Appraised at $

Also. Lot in Pharisburg beginning at the N.W. corner of the M.P. Church lot thence easterly along the North line of said lot 8 poles to the westerly line of Samuel J. Kirks land thence with said line northerly parallel with the Marysville & Marion road 4 poles to the S.E. corner of J.E. Elliotts lot. thence with Said line westerly 8 poles to the Said Marysville & Marion road. thence Southerly with Said road to the beginning being part of Survey No. 3693 (free of Dower) Appraised at $

Also Lot in Pharisburg beginning at the S.W. corner of the M.P. Church lot thence Southerly along the Marysville & Marion road 12 poles thence easterly with the line of Sam'l J. Kirks land 8 poles - thence Northerly with another of his lines 12 poles to the S.E corner of said Church lot thence with the Southerly corner of said lot 8 poles to the beginning (The Northerly ⅓ of said lot Subject to dower) Appraised at $

Also part of Survey No. 3694 beginning at a Stone in the center of the Delaware & Bellefontaine State road corner to D.W. Wintsbaugh's land thence with the center said road N 83½° E 100 poles to a Stake in the west line of land formerly owned by Richard Hoskins thence with said line N 9° E 50 poles to a Stake near the Bank of Bokes creek, thence N 52½° W 50 poles to a Stone (Three buckeyes from of One root & Sycamore down) corner to D.W. Wintsbaugh's thence with the center of said Road N 82½ E 100 poles to a Stake in the west line of land formerly owned by Richard Hoskins thence with said line N 9° E to a Stake near the bank of Bokes creek thence N 52½ W 50 poles to a Stone (three buckeyes from one root & Sycamore down) corner to D.W. Wintsbaughs land thence with his line S 63° W 66 poles to a Stone another corner to Wintsbaughs land thence with another of his lines S 8½° W 61½ poles to the beginning Containing 42½ Acres more or less (clear of dower)

Also Part of Survey No 803 beginning at the Original N.W. corner of Said Survey thence S 82° E 200 poles to a Stake in the west line of Lot No. 3 of the Subdivision of Said Survey. thence with the west line of Lot No. 3. ~~of the Subdivision~~ in the north line S 8° W. 98 poles to a buck & two elms S.W. corner of Lot No 3. in the North line of Lot No. 6. thence N 82° W 200 poles to three beeches N.W. corner to Lot No. 6. & in the Original west line of Said Survey - thence with Said line N 9° E 98 poles to the beginning Containing 120 Acres more or less. (Clear of Dower - Subject to lease) Appraised at $

Also - Part of Survey 3653 beginning at the S.E. corner of Isaac Zanes land thence South with the line of R.P. Goodrich's land 64 poles to the line of Survey thence N 84° W 48½ poles to a Stake & two beeches - thence N 8° E 66 poles to a Stake thence S 84° E 48½ poles to the beginning Containing 20 Acres more or less (free of Dower) Appraised at $

Also - Lots Nos. 15 & 16 in Said Town of Pharisburgh (clear of Dower) Appraised at $

Terms Of Sale. One third in hand on the day of Sale One third in One year & the remainder in two years from the day of Sale with interest on the deferred payments the purchase money to be Secured by Mortgage on the property Real Ranaan & Cannon Attys.

Feby 17th 1869

Robert Sharp Shff

The State of Ohio } I John H. Shearer do make oath that the Advertisement of which the
Union County ss } annexed is a copy was published for thirty days beginning with July 17 1869 in
the Marysville Tribune a newspaper of general circulation within Union County Ohio & of
which I am the Editor & Proprietor. John H. Shearer
Sworn to & Subscribed before me this 21st day of April A D 1869 Taber Randall Clk

And afterwards on the 29th day of April 1869 the following Entry was made in the
Journal of Said Court which reads in the words & figures as follows to wit.

Elizabeth Hudson &c. }
vs } In Partition
David Hudson & others }

And now come the Said Elizabeth Hudson by
Randall & Cameron her attorneys and on their Motion for producing
the Report of the Sheriff of the Sale made under a former Order of this Court and the
Court being Satisfied on examination that Sale has been made according to law;
It is therefore Considered Ordered & adjudged by the Court that the Said proceedings
and Sale be and the same is hereby approved & confirmed and the Said Sheriff is
Ordered by and duly executed to Convey Said premises to the Said purchasers in
fee simple. And it is further Ordered that the Said Sheriff out of the money in
his hands pay first the costs of this case including an Attorney fee of one hundred
& forty dollars to Randall & Cameron & an Attorney fee of twenty five dollars to P.B. Cole
taxed to three hundred & thirty two 12/100 dollars. And that of the residue of Said
Moneys now in his hands being the first payment on Said premises & one third
the proceeds of Said Sale He pay to Elizabeth Hudson $284.04 and to
Mary Everett $284.04 to Barsheba Hildreth to Joanna Cornelia Jackson
$355.05 to George E. Jackson $71.01 to Abram B. Jackson $71.01 to William B. Jackson
$71.01. And that out of the Second payment for Said premises being the one third of the
purchase money he pay to Elizabeth Hudson $168.01 to Mary Everett $168.01 to Barsheba
Hildreth $168.01 to Joana Cornelia Jackson $210.01 to George E. Jackson $42.01 to
Abram B. Jackson $42.01 to William Benton Jackson $42.01 to David Hildreth $152.04
to William Hildreth $152.04 to Gilman B. Hildreth $152.04 to Benoni P. Hildreth $152.04
to Lafayette Hildreth $152.04 to & to Marcus M. Hildreth $152.04

And that of the third payment being the one third of Said purchase money he pay
to Elizabeth Hudson $159.29 to Barsheba Hildreth $159.29 to Mary Everett $159.29
to Joana Cornelia Jackson $199.11 to George E. Jackson $39.82 to Abram B. Jackson
$39.82 to William Benton Jackson $39.82 to David Hildreth $159.29 to William
Hildreth $159.29 to Gilman B. Hildreth $159.29 to Benoni P. Hildreth $159.29
to Lafayette Hildreth $159.29 to Marcus M. Hildreth $159.29

And it is further Ordered that the Sheriff take a Morgage on Said
premises from the purchasers thereof to Secure the Said 2d & 3d payments on
Said premises according to the Statute in Such case made & provided

Taber Randall Clerk

J. W. Robinson } Pleas before his Honor J. S. Conklin Presiding Judge at a Court
vs } of Common Pleas begun and at the Court House in Marysville
Robert Welsh } within and for the County of Union in the State of Ohio on
the first day of October 1869. Heretofore on the 28th day of
August 1869 the following petition was filed with the Clerk of said Court to wit,

James W. Robinson Plff } Court of Common Pleas
vs } Union County Ohio
Robert Welsh & Nancy Welsh his wife } Petition.

The said Plaintiff says there is due him as assignee of Adam Coogler Lucy Coogler & Marcella Johnson on the note a copy of which is is hereto attached the sum of Eighty Six & 40/100 dollars with interest from May 8th 1869 from the said defendant Robert Welsh

2d. The said plaintiff says there is due him as assignee on the note a copy of which is hereto attached marked "B" the sum of four hundred Twenty four & 79/100 dollars with interest from May 8th 1869 from the said defendant Robert Welsh & therefore the plaintiff asks Judgement for the Amount due on said notes viz. five hundred & eleven & 19/100 dollars with interest from May 8th 1869

3d The said plaintiff says that on the 28th day of January 1865 Adam Coogler Lucy Coogler & Marcella Johnson conveyed by Warranty deed to said Robert Welsh a parcel of real estate in Union County Ohio for order to secure the purchase money therefor at the same time the said Robert Welsh delivered to them his Mortgage deed conveying to them the same lot, to wit part of Survey No. 3351 bounded on the North by the Hinton road. On the East by the Sherwood land on the South by the Dublin road & on the West by the Snider & the Riceland & being the same land conveyed to said Welsh January 19th 1865 – That said Mortgage was given to secure the two notes referred to in the said 1st & 2d causes of action in this petition – Said Mortgage was duly recorded by the Recorder of deeds of said County Jany 28th 1865 in Vol. 5 page 141.

Said two notes have not been paid & the said payees of said notes and assigned all of their interest in the said Mortgage & notes to the plaintiff on the 8th of May 1869 in consideration of five hundred & Eleven & 19/100 dollars & there is now due plaintiff on said Mortgage & notes from said Robert Welsh the said Sum of five hundred & eleven & 19/100 dollars with interest from May 8th 1869 which is a Mortgage lien on said lands.

That John Ophlen & John C. Rogers have bought of said Welsh all that part of said lands lying east of a line made by exting P. Sniders east line in the same course until it reaches the center of the Dublin road leaving Still as the property of said Welsh the balance of said farm west of said line and being about 10 acres – The plaintiff doth not claim any lien on said lot conveyed to said Ophlen & said Rogers having heretofore agreed with them to that effect

The said Nancy Welsh wife of said Robert Welsh hath no contingent right of dower in said lands – Therefor plaintiff asks an Order of Sale of said premises & for Other proper relief

J. W. Robinson

The State of Ohio Union County ss. } I J. W. Robinson Plff. being duly do depose & say the several allegation of the foregoing petition are true as I believe

J. W. Robinson

Sworn to before me & Signed in my presence this 28th day of August 1869

Taber Randall Clk

Issued Endorsed "Suit on Notes & Mortgage for $511.00 with interest from May 8th 1869. J.W. Robinson

And Thereupon the following Summons was issued by the Clerk of said Court to wit,
The State of Ohio Union County ss. To the Sheriff of Union County. You are Commanded to Notify Robert Welsh that he has been Sued by James W. Robinson in the Court of Common Pleas of Union County and that unless he Answer by the 25th day of September A.D. 1869 the petition of the said Plaintiff against him filed in the Clerks office of said Court Such petition will be taken as true and judgment rendred accordingly. You will Make due return of this Summons on the 6th day of September A.D. 1869. Witness Jabez Randall Clerk of said Court and the Seal thereof at Marysville this 28th day of August 1869 Jabez Randall Clerk

(S.S.)

And afterwards on the first day of Octobr 1869 the following Entry was made in the Journal of said Court which reads in the words figures to wit,

James W. Robinson
vs
Robert Welsh & Nancy Welsh } On Note & Mortgage

And now comes the said James W. Robinson by his Attorney and the said Robert Welsh and Nancy Welsh still failing to demur or answer to the said petition it is considerd that the said plaintiff ought to recover the amount due him by reason of the premises. And the Court with the Consent of the plaintiff find that the is due from the said ~~plaintiff~~ defendant to the said plaintiff on the notes in the said petition set forth the sum of $523 46/100

It is therefore Considered by the said Court here that the said plaintiff recover of the said defendant Robert Welsh the said Sum of $523 46/100 the Sum so found due with costs of Suit taxed to $

And it is further ordered and adjudged that in case the said defendant fails for ten days from the rising of this Court to pay said plaintiff the said Sum of $523.46 so as aforesaid found due with costs of suit an Order issue to the Sheriff of the said County Commaning him to cause the said lands & tenements in said petition described to wit, being Situate in the said County of Union & State of Ohio & being part of Survey No. 3351 Bounded on the north by the Marion road On the east by the Sherwood land On the South by the Dublin road & on the west by the Snider & Rice land & being the same Land conveyed to the said Welsh January 19th 1865 and being the same land described in said Mortgage duly recorded in the Records of Mortgages for Union County Ohio Jany. 28th 1865 in Vol. 5. page 141 to be appraised advertised & Sold according to law & apply the proceeds of said Sale in satisfaction of said Judgement so as aforesaid rendered but that the Order of Sale issue first for that part unsold as described in said petition,

Attest Jabez Randall Clerk

Susan Guy
vs
Nelson Guy

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 30th day of September A.D. 1869. Heretofore on the 11th day of May 1869 the following Petition was filed with the Clerk of said Court which reads to wit

Susan Guy Petitioner
vs
Nelson Guy Defendant

Court of Common Pleas Union County Ohio
Petition for Divorce

The said petitioner Susan Guy says She is now and has been more than One year past bona fide resident of the County of Union in the State of Ohio. That She was lawfully intermarried with the said Nelson Guy the 6th of March 1842 — That She has at all times conducted herself properly towards her said husband & has been to him a faithful wife That they have the following Minor Children to wit. Martha Aged 15 years Caroline aged 14 years Franklin aged 12 years & Harriet aged 9 years, all living with petitioner.

That on the 22d day of May 1868 & on diverse other days between that date & this 11th day of May 1869 the said defendant hath been guilty of gross neglect of duty & cruel treatment of the petitioner in this that he left her about the 22d of May 1868 & has since that time cohabited with & associated with one Rose Smith & committed adultry with her & brought great Scandal upon her & their said Children — The petitioner for the sake of her children has borne with said conduct of the defendant and permitted him apart of the time to make his home in the house with her said family but has neva since his said association & criminal conduct with said Rose Smith recognised him as her lawful husband & now finding that he has so long persevered in his said gross & scandalous conduct She seeks a dissolution of said Marriage relation & asks a divorce & the custody of her said children & a perpetual injunction against the defendant from interfering with her personal rights & the control of the property which She holds in her own right

Robinson & Piper Attys for Plff

The State of Ohio Union County SS. } I Susan Guy being duly Sworn do depose & Say that the Several allegations of the foregoing petition are true

Susan + (her mark) Guy

Sworn to & Subscribed before me this 11th day of May 1869

Taber Randall Clerk

And thereupon the following Summons was issued by said Clerk to wit,

The State of Ohio Union County SS. To the Sheriff of Union County

You are Commanded to Notify Nelson Guy that he has been Sued by Susan Guy in the Court of Common Pleas of Union County and that unless he Answer by the 10th day of July A.D. 1869 the petition of the plaintiff against him filed in the Clerks office of said Court Such petition will be taken as true & judgement rendered accordingly. You will make due return of this Summons on the 21st day of June A.D. 1869. Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 8th day of June 1869 Taber Randall Clerk

Sheriffs Return, Rec'd. this writ June 9th 1869 Served Nelson Guy by delivering to him a certified copy of this writ June 9th 1869 Fees Service 40 Copy 25 Mileage 10 Return 12 — $0.87

Robert Sharp Sheriff

Afterwards On the 30th day of September 1869 the following Entry was made in the Journal of said Court to wit

Susan Guy }
vs } This day came the plaintiff — And the Court being Satisfied that due notice
Nelson Guy } hath given defendant, this cause was Submitted on evidence whereupon
the Court find the Several allegations of the Said petition to be true.

It is therefore Considered Ordered & adjudged by the Court that the Marriage contract between the Said parties be & the Same is dissolved & Said parties divorced and Said plaintiff have the Custody & care of their Minor Children and that plaintiff recover of the defendant her Costs herein expended taxed to $

Jabez Randall Clerk

E. R. Southwick } Pleas before his Honor J.S. Conklin Presiding Judge
vs } at a Court of Common Pleas begun & held at the Court
James B. Oram } House in Marysville within & for the County of Union
in the State of Ohio on the 1st day of October A.D. 1869

Heretofore On the 16th day of January 1869 the following Petition was filed with the Clerk of Said Court which reads in the words & figures as follows to wit,

Erastus R. Southwick Plff } Court of Common Pleas - Union Co. Ohio
vs } Petition.
James B. Oram & Julius A. Southwick Defts }

The Said plaintiff Says that on or about the first day of December 1868 the Said plaintiff & defendant Oram entered into a contract of Copartnership with each other to carry on a blacksmith & Machine Shop for an indefinite time in which Said Julius A. Southwick was to be a Silent partner & they purchased a parcel of real estate in the Village of Marysville Ohio described as follows part of lots 1320 & off the South end of Said lots Beginning at the North west corner of Nelson Guy's lot thence easterly with his line 296 feet to his North east corner in Main Street. thence with Said Street 76 feet to another Street thence westerly with Said Street or road 296 feet to the London road thence Southerly 76 feet to the beginning On which premises is Situated a frame Shop with a boring press drill an iron Gear Lathe & two forges two bellows & one Anvil & blacksmith tools & other articles Such as coal iron & Materials necessary & proper to carry on Said business. They commenced Said business about the 1st of December 1868 Opened books & incurred an indebtedness of about one hundred & thirty nine dollars in Amount to different persons according to a Schedule hereto attached & there are Amounts due the Said Company from different persons according to a Schedule hereto attached Amounting to about $59.92 That there is a Mortgage indebtedness on Said lot of two hundred dollars for which Said parties are liable — That the plaintiff has paid out $179.66 & has received $64.24 as per Schedule hereto attached $64.24

That the defendant has put into Said copartnership $130.28 consisting of a watch note & board & has drawn out the Sum of $32.05 as per Schedule hereto attached

That Said parties drew up written Articles of agreement which was never Signed but the terms of Said agreement of Copartnership were as follows the Said Oram was to put in a watch & a note amounting to $124 & the Said Southwick enough more to purchase Said property & if the parties Should find it advisable the Said plaintiff Should furnish additional capital Sufficient to make Said property a good Machine Shop & the parties above

business the defendants to work in the Shop & the plaintiff to Keep the books & attend to Such other business as he was able to attend to & the profits to be divided as follows to wit one half to said Oram & the other half to the plaintiff & Said Julius A. Southwick — That Said business was Carried on as aforesaid at Said Shop until the 1st day of January 1869 when the Said Oram & Said plaintiff disagreed at which time the Said Oram refused to continue to make an equal division of Said profits as agreed upon as aforesaid & Said Oram demanded that if Said business Should continue he would require at least twenty five per cent profit in excess of the profit of the plaintiff & Said Julius A Southwick & thereupon Said plaintiff & Said Oram agreed upon a dissolution of Said Copartnership & the Said parties then & ever since have ceased to be partners & they have endeavored to Settle their Said business & have been unable to make a division or a Settlement — but the Said Oram has ever Since Said dissolution been working at Said Shop & occupying the Same & uses the materials there provided for carrying on Said business & appropriates the proceeds of the Same to his own use & the plaintiff is unable to obtain his Share of Said property. The Said Oram has no property except his interest in Said property & is pecuniarily irresponsible & wholly insolvent

The plaintiff has possession of the books containing the accounts of Said Copartnership business — The plaintiff asks that Said parties defendant be duly notified of the pendency of this Suit & that a Receiver be appointed to take possession of all of Said Copartnership property — That an account be had of the Said business — That Said property be Sold & the debts of Said parties as partners be paid out of the Same & the balance of the proceeds thereof be divided between Said parties according to their Several interests therein & that in the meantime that the defendants be restained by the injunction of this Court from in any manner interfering with any of Said property & that Such other & further relief be granted as equity may require

Robinson & Robinson Attys for Plff.

The State of Ohio Union County ss. I E. R. Southwick Plff being duly affirmed do say the Several allegations of the forgoing petition are true E. R. Southwick

Affirmed before me & Signed in my presence this 16th day of Jany. 1869

Faber Randall Clerk

Issue Summons & endorse — Suit to Settle Copartnership business — Injunction allowed & Joseph Newlove appointed Receiver Robinson & Robinson Attys for plff

Order of Probate Court. On Submission to me the Probate Court of Said County I appoint Joseph Newlove Receiver as prayed for — An Injunction as prayed for on the plff giving Bond of $100 Satisfactory to the Clerk of Said Court of Common Pleas — The Receiver to give Bond in the Sum of $200. January 16th 1869

Probate judges fees $2.00

James R. Smith Probate Judge

Injunction Bond. Know all men that We E. R. Southwick & A. J. Whitney are held & firmly bound unto James B Oram in the Sum of One hundred dollars to the payment of which we bind ourselves & our heirs,

The condition of the above is that Whereas Said E. R. Southwick has filed his petition in the Court of Common Pleas of Union County Ohio agst. Said Oram & Julius A Southwick in which said cause is now asking the appointment of a receiver to take charge of the Machine Shop & Machinery & partnership property in Said petition described & asking an injunction against Said Oram restraining him from interfering with

Any of said property & the Probate Court of said County has appointed a Receiver & granted an Injunction, upon said plaintiffs giving Bond in said sum

Now if said Southwick shall pay all damages which may be by said Oram sustained if said injunction be wrongfully obtained then the above obligation shall become void but otherwise it shall remain in full force in law Witness our hands & Seals this 16th of Jany. 1869 E. R. Southwick Seal
The above bond & Securities approved Jany 16, 1869 A. J. Whitney Seal
Taber Randall Clerk

And thereupon the following Summons was issued by said Clerk which reads to wit, The State of Ohio Union County ss. To the Sheriff of Union County. You are Commanded to notify James B. Oram that he & others have been sued by E. R. Southwick in the Court of Common Pleas of Union County & that unless he answer by the 13th day of February A.D. 1869 the Petition of the Plaintiff against them filed in the Clerks office of said court such petition will be taken as true & judgment rendered accordingly. You will make due return of this Summons on the 25th day of January A.D. 1869. Witness Taber Randall Clerk of said court (L.S.) and the Seal thereof at Marysville this 16th day of January 1869 Taber Randall Clerk
Sheriff's Return. Rec'd this writ January 16th A.D. 1869 Served James B. Oram by delivering to him a certified Copy of this writ Jany 16th 1869
Fees $87 Robert Sharp Sheriff

Receivers Bond. Know all men by these presents that We Joseph Newlove & J. W. Robinson are firmly held & bound unto E. R. Southwick & James B. Oram & Julius A. Southwick in the penal Sum of two hundred dollars - The Condition of the above is that Whereas said Newlove has been appointed Receiver of the Copartnership property of said Oram & Southwick by the Order of the Probate Court of Union County & State of Ohio & has accepted said trust & is about to said property into his possession.

Now if said Newlove shall faithfully discharge his duty as such Receiver, & account for all money & property which shall come into his hands as such Receiver according to law & Obey the Orders of the Court of Common Pleas of said County when said cause is pending then this obligation is to become void but otherwise it is to remain in full force in law Witness Our hands & Seals this 16 Jany. 1869
Bond & Surety approved Jany 16th 1869 & Receiver Joseph Newlove
Sworn by me Taber Randall Clerk J. W. Robinson

Afterwards on the 28th day of April 1869 the following was entered in the journal of said Court

E. R. Southwick
vs
James B. Oram } In account of Partnership.

This day came the parties & on Motion of the plaintiff with the consent of the defendant this cause is referred upon the issues of law & fact in the case to Jas. B. Whelpley & Thomas Brown as Referees to Report at this term of the Court

And on the 1st day of May 1869 the following Report was filed with said Clerk to wit

E. R. Southwick Plaintiff
vs
James B. Oram & other Defts } Court of Common Pleas Union County Ohio.

Report of Referees.

The undersigned James B. Whelpley & Thomas Brown heretofore appointed Referees in this action by this Court at this term thereof Submit their Report on the Matters so referred to their hearing and determination

The undersigned on Notice of their Appointment duly qualified

by taking the oath required by law & fixed upon the 30th day of April 1869 at three oclk P.M. at the Office of the Auditor in Marysville in Union County Ohio as their first place of Meeting & the parties were notified thereof. At which time & place the undersigned met and the said parties also met with them in person & thereupon undersigned proceeded to hear the evidence & arguments & on consideration whereof we find upon the issues joined between the parties for the plaintiff & that said E. R. Southwick & James B. Oram were equal partners Commencing Decr. 1st 1868 for an indefinite time & that they disagreeing dissolved the Same & have never been able to settle their partnership business

That the said E.R. Southwick put into said partnership the Sum of $138.71 & has seed out of the same the Sum of $10.76 leaving in the Company of his means the Sum of $127.97

That said James B. Oram put in the Sum of $130.28 & has seed Out of the Same $32.35 leaving in said Company of his means $97.93

We disallow the claim of $16.60 for rent of house after the 16th of Jany 1869 & hold that to be a personal claim against said Oram outside of the Copartnership. Also $5.65 charged to Oram as costs paid on suit of House.

We find there are liabilities against said Company as Shown in the plaintiffs petition amounting to $324.67 We find there is a lot & Shop & Some Machinery & tools the property of said Company of the description named in said petition which should be sold in Order to complete a Settlement of said Copartnership business.

Respectfully Submitted
This 1st day of May A.D. 1869 Fees $12.00

J.P. Whelpley
Thomas Brown
} Referees.

And on the 3d day of May 1869 the following was made in the journal of said Court to wit:

E. R. Southwick
vs
James B. Oram

This day came the parties & Submitted this cause to the Court On Motion of Plaintiff to confirm the Report of the Referees on file Whereupon the Court being fully advised in the premises do confirm & approve the said Report & Thereupon the Court finding that in Order to a Settlement of said Copartnership business that the Lot & Machinery & tools mentioned in said Report be Sold It is considered Ordered & adjudged by the Court that Joseph Newlove the Receiver heretofore appointed & who is appointed Special Master for that purpose Proceed to appraise advertise & Sell said premises & property according to law & collect any out Standing uncollected claims due said and report his proceedings to this Court at its next term, to which time this cause is continued

And thereupon the following Order of Sale was issued by the Clerk of said Court to wit.

The State of Ohio Union County SS. To Joseph Newlove Special Master.

Whereas on the 3d day of May of the April Term A.D. 1869 of the Court of Common Pleas of said County in a certain cause in said Court pending wherein E.R. Southwick is Plaintiff & James B. Oram Defd. It was Ordered that You as such Special Master expose the following to wit: Part of Lots No. 13 & 20 in the Village of Marysville described as follows to wit off the South end of said Lots beginning at the N.W. corner of Nelson Guys lot thence eastly with his line 296 feet to his N.E. corner in Main Street thence with said Street 76 feet to another Street thence westerly with ~~another~~ said Street or road 296 feet to the Lorain road thence Southerly 76 feet to the beginning. Also one boiler - press drill iron gear Lathe - two forges - two bellows - One Anvil - Black Smith tools & property connected therewith.

You are therefore commanded to appraise advertise & ~~offer~~ for Sale said lands & tenements And to expose to Sale said personal property according to Law.

Witness Send that you make due return of your proceedings herein together with this writ in Sixty days from this date. Witness my hand & the Seal of said Court at Marysville This 12th day of June A.D. 1869 Taber Randall Clerk

Special Master Comrs Return. Recd. this writ & in pursuance of this Order I caused the real estate in said described to be duly appraised by the Oaths of B. A. Fay Philip Snider & J. A. Henderson three disinterested freeholders of the vicinity at five hundred dollars which appraisment is filed in this Court & afterwards caused due Notice of the time & place of Sale to be advertised in the Marysville Tribune and in pursuance of said Notice on the 24th of July 1869 at two oclock P.M. on the premises in Marysville - Sold at public auction the said real estate to E.R. Southwick for three hundred & thirty three & two thirds dollars being two thirds of the appraised value & the best bid made - Also at the same time & place sold at public sale the personal property in said petition described as follows.

To	E.R. Southwick one Anvil for	$12.50	To	E.R. Southwick per bellows for	$10.00
"	E.R. Southwick lot of small tools & traps	2.50	"	Richard Hopkins one grind Stone	3.00
"	E.R. Southwick Lathe	32.00	"	E.R. Southwick tire irons	1.25
"	E.R. Southwick Old Bellows	25	"	E.R. Southwick vise	11.00
"	E.R. Southwick Press Drill	27.00	"	E.R. Southwick Old Cupboard	25
					$25.50

Two $21.50 14.25 x 25.50 = Total = $99.75

Joseph Newlove Special Master & Receiver

Afterwards on the 1st day of October 1869 the following entry was made in the Journal of said Court to wit

E.R. Southwick
vs
James B. Oram

This day came on this cause to be heard on the Report of the Receiver & the Court being fully advised in the premises do approve & confirm the said Sales by him made & Order him as Special Master Commissioner to execute & deliver to said purchaser a deed in fee simple for said premises and that of the purchase money so received he pay the debts of said firm found due by the Report of the 29 Referees hereof so confirmed & the costs of this proceeding and that the be applied in payment of the Capital due said E.R. Southwick & said James B. Oram in the properties named in said Report of said Referees & that of the Sum so due & coming to said James B. Oram as the proceeds of sales he pay to E.R. Southwick the Sum of $ being the amount of the Judgement & costs of said Southwick against said Oram obtained for rent & obtained before Wiley Garrard J.P. & which by the filing of the Transcript with the Clerk of this Court before the sale of said land became a lien on the same & the balance if any be paid to said Oram

Taber Randall Clerk

James M. Robinson
vs
Frank Smart & Lewis Jenkins

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun Held at the Court House in Marysville on the first day of October 1869 within & for the County of Union in the State of Ohio

Heretofore on the 20th day of August 1869 the following petition was filed with the Clerk of said Court which reads in the words following to wit,

James M. Robinson Plff
vs
Frank Smart & Lewis Jenkins Defts

Court of Common Pleas Union County Ohio. Petition.

The Plaintiffs says there is due him from the said Frank Smart as Maker & said Lewis Jenkins as guarantor on the promissory note (a copy of which is here with attached) the sum of three hundred & twenty seven dollars with interest from April 12th 1869.

Therefore plaintiff asks judgement against said Frank Smart as Maker & Lewis Lewis Jenkins as guarantor for the sum of three hundred & twenty seven dollars with interest from April 12, 1869

J.W. Robinson

The State of Ohio Union County ss. } I J.W. Robinson plaintiff being duly sworn depose & say the several allegation of the foregoing petition are true as I believe J.W. Robinson

Sworn to before me & signed in my presence by J.W. Robinson this 21. of Aug. 1869

Taber Randall Clerk

Issue Summons & endorse "Suit for $327. with interest from April 12, 1869

J.W. Robinson

And thereupon the following Summons was issued by the Clerk of said court, to-wit

The State of Ohio Union County ss. } To the Sheriff of Union County.

You are Commanded to Notify Frank Smart & Lewis Jenkins that they have been Sued by J.W. Robinson in the Court of Common Pleas of Union County and that unless they answer by the 18th day of September A.D., 1869 the petition of the Plaintiff against him filed in Clerks office of said court Such petition will be taken as true and judgement rendered accordingly.

You will make due return of this Summons on the 30th day of August A.D., 1869

Taber Randall Clerk

Sheriffs Return. Rec'd. this writ August 21st 1869 Served Frank Smart & Lewis Jenkins by delivering a certified Copy of this writ at their place of residence August 27th 1869 Sheriffs Fee $1.37 Robert Sharp Sh'ff

Afterwards on the 1st day of October 1869 the following Entry was made on the journals of said Court

James W. Robinson Pff
vs
Frank Smart Principal & Lewis Jenkins Surety

And now comes the said James W. Robinson & Frank Smart as principal & Lewis Jenkins as Surety having failed to demur or Answer to the petition of the said James W. Robinson it is considered that the said James W. Robinson ought to recover the said sum of $327 & so demanded in his petition together with the sum of $16 33/100 which the court finds due as the interest thereon as prayed for in said petition

It is therefore considered that the said James W. Robinson recover against the said Frank Smart as principal & Lewis Jenkins as guarantor the said sum of $343 33/100 together with his costs in & about his suit in this behalf expended taxed to dollars & cents)

Taber Randall Clerk

Isaac Headley
vs
J.J. Thompson & B.S. Fisher

Pleas before his Honor G.S. Conklin Presiding judge at a Court of Common Pleas begun theld at the Court House in Marysville within & for the County of Union in the State of Ohio on the 21st day of September A.D. 1869. Heretofore on On the 20th day of September 1869 the following petition was filed with the Clerk of Said Court which reads in the words following to wit,

Isaac Headley Plaintiff
vs
J.J. Thompson & B.S. Fisher Defts

Court of Common Pleas within & for the County of Union and State of Ohio

Petition.

The defendants owe the plaintiff upon a promissory Note over due whereof a copy is hereto attached marked "A" and made a part of this petition the Sum of Five hundred dollars with from April 2d A.D. 1866 at ten per cent. The plaintiff therefore prays judgement against the said J.J. Thompson & B.S. Fisher for the said Sum of Five hundred dollars with interest from the 2d day of April A.D. 1866 at ten per cent

Coats & Gilbert Attys for Headley

State Of Ohio Union County ss. N.A. Gilbert being first duly Sworn says that he is One of the firm of Coats & Gilbert who are the Attorneys for the said Isaac Headly duly authorized in the premises, that this action is founded upon a written instrument for the payment of Money Only and that said instrument is now in the possession of said affiant that he believes the facts Stated & allegations in the foregoing pleadings of Isaac Headly are true

N.A. Gilbert

Sworn to by the said N.A. Gilbert before me and by him Subscribed in My presence this 20th day of September A.D. 1869 Saber Randall Clerk

And thereupon the following Answer was filed with which reads to wit,

Isaac Headly Plaintiff
vs
J.J. Thompson & B.S. Fisher Defts

Court of Common Pleas of Union County Ohio

Answer.

Now comes the defendants J.J. Thompson & B.S. Fisher by their attorney J.W. Robinson an Attorney of record of this Court of Common Pleas of Union County Ohio, who appears in Open Court and by virtue of a warrant of Attorney for that purpose duly executed & proved & by virtue of the Authority therein Conferred upon him the said J.W. Robinson he waives the issuing & Service of process upon the said defendants & for Answer to the said petition of plaintiff admits all the allegations therein contained & confesses a judgement upon said note for ($500) Five hundred dollars & the interest thereon at ten per cent from April 2d 1866 & costs of Suit in favor of said Isaac Headley plaintiff

And the said J.W. Robinson by virtue of the further powers on him Conferred by said warrant of Attorney releases all errors that may occur in the rendition of the judgement in this action, releases the right of said defendants to an appeal from such judgement & the power & privilege of said defendants or either of them to hold exempt from execution any personal or real property belonging to them or either of them at or after such judgement

J.W. Robinson Atty for J.J. Thompson and B.S. Fisher by virtue of a warrant of Atty

And thereupon the following entry was made in the Journal of said Court which reads in the words & figures to wit,

Isaac Headley
vs
J.P. Thompson & B.S. Fisher } Judgement on Cognovit

This day came the plaintiff Isaac Headley by his Attys Coats & Gilbert & filed his petition against the defendants J.P. Thompson and B.S. Fisher claiming a judgment against the said J.P. Thompson & B.S. Fisher for the Sum of $500.00 with interest from April 2d 1866 at ten per cent. And thereupon J.W. Robinson an Attorney of Record of this Court and by virtue of a warrant of Attorney duly executed for that purpose & prayed & exhibited in open Court waived the issuing & Service of process upon the defendants J.P. Thompson & B.S. Fisher confessed a judgement on the claim set up by the plaintiff in his petition for the Sum of $500.00 with ten per cent interest from April 2d 1866 - released all error in the rendition of said judgement the right & privilege of holding exempt from execution any Real or Personal property belonging to the said defendants or either of them at or after the date of this Judgment and the Court being fully satisfied by proof duly adduced by said plaintiff of the premises do Consider Order and Adjudge that the plaintiff recover of the defendants J.P. Thompson & B.S. Fisher the Sum of Six hundred & Seventy three & 28/100 dollars being the principal & interest to this date - and also his costs in this behalf expended layed to &

And it appearing to the Satisfaction of the Court that the defendant B.S. Fisher is Surety on the note in the plaintiffs described. It is therefore Ordered by the Court that the said B.S. Fisher be & he is entitle to the rights & benefit of Surety herein according to the Statute in Such case made & provided

Attest } Jabez Randall Clerk

James Taylor Exr. &c. } Pleas before his Honor J.S. Conklin Presiding
vs } Judge at a Court of Common Pleas begun Held
Cornelius B. Miller } at the Court House in Marysville within & for the County of Union in the State of Ohio on the 25th day of September A.D. 1869. Heretofore on the 14th day of August. 1869 the following Petition was filed with the Clerk of said Court which reads to wit:

James Taylor Executor of James Taylor dec'd Plff } In Union County
vs } Court of Common Pleas
Cornelius B. Miller Defendant } Petition.

The plaintiff says that on the 29th of January 1866 the said plaintiff agreed to Sell & did Sell to the defendant the following lands & tenements to wit One hundred acres of land part of Survey No. 9895. Situate in the County of Union in the State of Ohio & bounded & described as follows. Beginning at a Stake from which a beech 5 inches diameter bears N 74 W. 9 links & ironwood 4 inches diameter bears S 8 1/2 E 11 3/4 links the same being L. Wrights N. West Corner Thence S 10 1/2 E 108 86/100 poles to a from which a hickory 8 inches diameter bears N 33° W 21 links thence S 79 1/2 W 147 49/100 to a Stake from which a beech 20 inches diameter bears N 60 W 25 links - Thence N 10 1/2 W 108 4/100 poles to a Small wild cherry Thence N 79 1/2 E 147 49/100 poles to the place of beginning And the said defendant agreed to pay to the said plaintiff therefor the Sum of eight hundred dollars to be paid as follows three hundred & Sixty nine dollars & Seventy five cents to be paid down on the making of said contract - Two

hundred & fiftin dollars & twelve & one half cents in twelve months & two hunard & fiftin dollars & twelve & one half cents in twenty four months thereafter for which last two payments the said defendant made & delivered to the plaintiff his two several promissory notes of that date payable severally at the several times aforesaid with interest thereon from date until paid and also to pay the taxes levied thereon for 1866 and until he gets his deed and the plaintiff then executed & delivered to the defendant his agreement in writing of the same defendants thereby promising to convey to the defendant the premises aforesaid in fee simple by deed of general warranty on the payment a Condition precedent of the said several sums of money as aforesaid. That the plaintiff has put the defendant into possession of said premises and that he has continued to occupy the same up to present time The defendant has paid on said Contract the two sums first above named with the proper interest thereon, and that on the first of June 1869 there was due unpaid on said Contract from the defendant to the plaintiff the sum of two hundred and fiftin dollars & twelve & one half cents with interest from the 29th of January 1866 and the plaintiff did prepare & execute a deed in fee simple as aforsaid for said premises to deliver to the defendant upon his proper performance of the conditions precedence aforesaid of which the defendant had then due Notice but the said defendant has wholly failed to pay the sum of money so due & unpaid or any part thereof and it still remains with the interest as aforesaid due & unpaid The plaintiff therefore prays that a judgment may be had & rendered against the said defendant for the sum of $213.12½ with interest from the 29th of January 1866 and that in case said defendant should not pay said judgement by a day to be fixed by the Court the said premises may be ordered to be sold & the proceeds arising from said sale be applied to the payment of said judgment and the costs of this suit

Kernan & Kernan Attys for the Plff

The State of Ohio } ss
Logan County } James Kernan junr being sworn says he is one of the Attorneys for the plaintiff in the above entitled case - That said plaintiff is a Nonresident of Union County and also a Nonresident of said County of Logan & is now absent from said Counties & that the facts stated & set forth in the foregoing petition are true as affiant verily believes

James Kernan Jr.

Sworn to & subscribed before me & in my presence this 15th July 1869 P. Jones Notary Public Logan Co Ohio

Waiver of Service. And now comes the said Cornelius B. Miller the defendant and waiving the issuing & service of process enters his appearance herein - and acknowledges himself to be properly before this Court a party defendant in this case C. B. Miller

And on the 25th day of September 1869 the following Entry was made in the journal of said Court

James Taylor Exr. of James Taylor dec'd
vs
Cornelius B. Miller

Civil Action

This cause came on to be heard on the petition & exhibits of the plaintiff & the defendant failing to answer or demur thereto is adjudged to be in default and thereupon the Court being fully advised in the premises doth find that there is due from the defendant to the plaintiff on the note described in the petition the sum of two hundred & Sixty three dollars & Sixty four cents & that the same is a lien in favor of the plaintiff as Vendor for the purchase money on the premises described in the petition, and that the tax mentioned in the contract aforesaid have been paid by the plaintiff - It is therefore considered by the Court that the plaintiff recover of the said sum of $263.64 and the costs herein taxed at $ and it is further Ordered that

An Order for the Sale of said premises issue to the Sheriff of Union County Commanding him to advertise and Sell said premises according to law for the Satisfaction of this Judgment & costs also for the Payment of all taxes so paid by the plaintiff as aforesaid

Taber Randall Clerk

Thomas Brown
vs
Joseph A. Culbertson

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 22d day of January 1870

Heretofore on the 11th day of December 1869 the following Petition was filed with the Clerk of said Court which reads in the words following to wit.

Thomas Brown Plff
vs
Joseph A. Culbertson Deft.

Court of Common Pleas Union County

Petition

The plaintiff says

1st His first cause of action is founded upon a promissory note of which the following is a copy - $100 00 Marysville Ohio November 4th 1869 Ten days after date as principal debtors we jointly & severally promise to pay to the Bank of Marysville One hundred dollars for value received. and we hereby dispense with demand of payment of this note & authorise any Attorney at law to appear for us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio or elsewhere & waive the issuing & Service of process and confess Judgment against us or either of us in favor of the holder or holders of this note for the amount of said note & interest payable annually after the same shall become due together with costs of Suit and release all errors & waive all right of Appeal in this behalf. Witness our hands & seals this fourth day of November 1869 (Signed) J. A. Culbertson

There is now due from the defendant to the plaintiff on said note the Sum of One hundred dollars which he claims with interest from the 14th day of November 1869

2d His Second cause of action is founded upon a book account against the defendant a copy of which is hereto attached.

There is now due to the plaintiff from the defendant upon said Book account the Sum of Seventy three dollars & twenty nine Cents.

The plaintiff asks Judgement against the defendant for the Sum of One hundred & Seventy three dollars & twenty nine Cents with interest on One hundred dollars from the 14th day of November A.D. 1869

The State of Ohio Union County SS. } Thomas Brown

Thomas Brown being Sworn says that he believes the facts Stated & allegations in this foregoing petition to be true Thomas Brown

Sworn to before me & Subscribed in my presence this 11th day of December 1869

Taber Randall Clerk

To Clerk - Issue Summon the above petition returnable according to law Amount claimed $173.29 with interest on $100 from the 14th day of November A.D. 1869

Thos Brown

And Thereupon the following Summons was issued by said Clerk which reads,

The State of Ohio Union County SS. } To the Sheriff of Union County

You are commanded to Notify Joseph A. Culbertson that he has been

by Thomas Brown in the Court of Common Pleas of Union County and that unless he answer by the 8th day of January A.D. 1870 the Petition of the said plaintiff against him filed in the Clerks office of said Court Such petition will be taken as true & judgment rendered accordingly

You will make due return of this Summons on the 20th day of December A.D. 1869

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 11th day of December A.D. 1869 (L.S.) Taber Randall Clerk U.C.P.

Sheriffs Return. Recd this writ December 11th 1869 Served J. A. Culbertson by delivering to him a certified copy of this writ Decr. 18. 1869 Fees $1.47 Robert Sharp Sheriff

And on the 22d day of January 1870 the following Entry was made in the Journal of said Court to wit

Thomas Brown
vs
Joseph A. Culbertson

This day came the plaintiff but defendant made default & thereupon this cause came on to be heard & was Submitted to the Court and the Court being fully advised in the premises do find that there is due the plaintiff from the said defendant the Sum of $174.40 as the said plaintiff has in his petition alleged.

It is therefore Considered Ordered & Adjudged by the Court that the plaintiff recover of the defendant Joseph A. Culbertson the said Sum of One hundred & Seventy four 40/100 dollars the Sum so found due as aforesaid & also his costs herein expended taxed to $

Attest) Taber Randall Clerk

Bancroft Bros. & Co.
vs
Isaac N. Wells

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 15th day of January 1870.

Heretofore on the 2d day of December 1869 the following petition was filed with the Clerk of said Court which reads in the words & figures following to wit

H. Bancroft Carl N. Bancroft R. G. Sheldon & Robt. D. McCracken Associated together & doing a Wholesale Dry goods business under the firm name & style of Bancroft Bros & Co

vs

Isaac N. Wells Defendant

Court of Common Pleas
Union County Ohio
Petition

The plaintiff says

1 Their first cause of action is founded upon a promissory note of which the following is a copy "$578.11 Columbus Ohio Nov. 1st 1866 Six months after date I promise to pay to the Order of Nelton Bancroft & Co Five hundred & Seventy eight 11/100 dollars for value received Secured by mortgage Stamps 11 I.N. Wells

On this note are the following payments. Recd $93.41/100 May 24th 1867 Received $100 00 July 9th 1867 Received $100 00 Aug. 2d 1867 Received $185 00 Oct. 17th 1867 Received $50 00 Dec. 17th 1867 - Interest paid on within to June 1st 1867 $20.24/100

There is now due from the defendant to the plaintiffs on said note the Sum of Forty nine 70/100 dollars which they claim with interest from June 1st 1869

2d Their Second cause of action is founded upon a promissory note of which the following is a copy — $578 Columbus Ohio Nov. 1st 1866 Nine months after date I promise to pay to the Order of Nelton Bancroft & Co Five hundred & Seventy Eight 11/100 dollars Value rec'd. Secured by Mortgage Stamps I.N. Wells

On above note there is the follow Indorsement "Interest paid on the within to January 1st 1869 Amount $65 36/100"

There is now due from the defendant to the plaintiffs on said note the Sum of Five hundred & Seventy eight 11/100 dollars which they claim with interest from June 1st 1869

III. Their third cause of action is founded upon a promissory note of which the following is a copy "$578 11/100 Columbus Ohio Nov. 1st 1866 One year after date I promise to pay to the order of Kelton Bancroft & Co. Five hundred & Seventy eight 11/100 dollars Value rec'd Secured by mortgage Stamps I. N. Wells.

On the above note there is the following indorsement "Interest paid on the within to June 1st 1869 $53.74

There is now due from the defendant to the plaintiffs on said note the Sum of Five hundred & Seventy eight 11/100 dollars which they claim with interest from the 1st day of January 1869

The Plaintiffs therefore ask judgement against the defendant for the Sum of Twelve hundred & Five & 92/100 dollars with interest from the 1st day of January A.D. 1869

IV. The plaintiffs further say On the 1st day of November A.D. 1866 the Defendant Isaac N. Wells made & delivered to plaintiffs his promissory note of that date & thereby promised to pay to plaintiffs or order the Sum of Five hundred & Seventy eight 11/100 dollars in Six months after date thereof for value received.

On above mentioned note there is the following Credits. Received $93 41/100 May 24. 1867 Received $100.00 July 9th 1867 Received $100.00 Aug. 2d 1867 Received $185.00 Oct. 17 1867 Rec'd $50.00 Dec. 17. 1867 Interest paid on the within to June 1st 1869 $20 24

2 On the 1st day of November A.D. 1866 the Defd. Isaac N. Wells made & delivered to plaintiffs his promissory note of that date & thereby promised to pay to Plaintiffs or order the Sum of five hundred & Seventy eight & 11/100 dollars in nine months after the date thereof for value received. On the above note there is the following indorsement, "Interest paid on the within to January 1st 1869 — Cent. $65 52/100"

3 On the 1st day of November A.D. 1866 the defendant Isaac N. Wells made & delivered to Plaintiffs his promissory note of that date & thereby promised to pay to plaintiffs or Order the Sum of Five hundred & Seventy Eight & 11/100 dollars in One year after the date thereof for value received. On above note there is the following indorsement "Interest paid on the within to January 1st 1869 $53 94/100"

V. The defendant Isaac N. Wells On the Seventeenth day Nov. A.D. 1866 to secure the payment of said notes executed & delivered to said plaintiffs his Mortgage deed & thereby Conveyed to the plaintiffs their heirs & assigns the following lands & tenements Situate in said County of Union & State of Ohio bounded & described as follows to wit Being part of Survey No 2991 in the Virginia Military District in the name of John Philips Beginning at two ashes & an elm in the north line of the Survey N.W. Corner to lands sold to Shaver thence S 80° W 173 poles to two Sugar trees and a Buck N.W. Corner of the Original Survey thence S 10° E 176 poles to two buckeyes & a Sugar tree thence N 80° E. 175 poles to a buck dogwood & an ironwood Shaver S.W Corner thence N 10° W 176 poles to the beginning Containing 192 acres of land more or less Except as follows viz. 30 acres on the East Side which E. L. Thrasher sold to B. H. Pickett & Convey by warranty deed bearing date April 1869 (L.S.)

The Conditions contained in said Mortgage was in substance that whereas the said Isaac N. Wells hath on the 1st of Nov. 1866 made & delivered to the Kelton Bancroft & Co & payable to the same Kelton Bancroft & Co or Order his four promissory notes for the payment of the following Sums of money at the times following to wit. Five hundred & Seventy Eight 11/100 dollars three months after Nov. 1st 1866 Five hundred & Seventy eight 11/100 dollars Six months after date of Nov. 1st 1866 Five hundred & Seventy eight dollars & eleven cents nine months after date of Nov. 1st 1866 and Five hundred & Seventy eight 11/100 dollars

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One year after date of Nov. 1st 1866. Now if the said Isaac N. Wells or any one for him shall punctually pay said several sums of money as they respectively become due as aforesaid to the said Bancroft Co. or their assigns then this Conveyance shall be void otherwise in full force and virtue in law. On the 4th day of Jan. A.D. 1867 at 11 o'clock A.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on record & was recorded Jan. 7th A.D. 1867 in Book 6 & pages 97 & 98

The said deed has become absolute, there is due & remaining unpaid upon said indebtedness the sum of twelve hundred and five 92/100 dollars with interest from the 1st day of January A.D. 1869 - The plaintiffs ask that said Mortgage may be foreclosed the said premises ordered to be sold & the proceeds applied to the payment of said debt and execution award for the balance & such & further relief as Equity and good conscience may require Robinson & Piper Attys for Plaintiffs

State of Ohio Union Co ss. L. Piper being Sworn says that he is the Attorney of the above named Bancroft Bros & Co duly authorized in the premises that the said Bancroft Bros & Co. are not residents of the County of Union & State of Ohio & that the facts stated and allegations in the foregoing petition are true as affiant believes. L. Piper

Sworn to by L. Piper before me and by him Signed in my presence this 2d day of December A.D. 1869 Taber Randall Clerk

To Clerk Issue Summons upon the petition in the above case returnable according to law Amount Claimed $1205 92 with interest from Jany 1st 1869 Robinson & Piper Attys

And Thereupon the following Summons was issued by the Clerk of said Court to wit

The State of Ohio Union County ss. To the Sheriff of Union County. You are Commanded to Notify Isaac N. Wells that he has been Sued by Bancroft Bro & Co in the Court of Common Pleas of Union County and that unless he Answer by the 1st day of January A.D. 1870 the Petition of the said Plaintiffs against him filed in the Clerks office of said Court Such petition will be taken as true & judgement rendered accordingly. You will make due return of this Summons on the 13th day of December A.D. 1869. Witness Taber Randall Clerk of said Court & the (L.S.) Seal thereof at Marysville this 2d day of December A.D. 1869 Taber Randall Clerk

Sheriffs Return. Rec'd this writ December 4th 1869 Served I. N. Wells by delivering to him a Certified Copy of this writ Dec. 7. 1869 Fees $1.77 Robert Sharp Sheriff

And on the 15th day of January 1870 the following Entry was made in the Journal of said Court to wit

Bancroft Bro & Co
vs
Isaac N. Wells } Petition On Notes and Mortgage

And now comes the said Bancroft Bro & Co. by Robinson & Piper their Attorneys and the said Isaac N. Wells still failing to answer or demur to said petition it is considered that the said plaintiffs ought to recover the amount due them by reason of the premises & the Court with the Consent of the said plaintiffs find that there is due from the said defendant to the said plaintiffs on the notes in the said petition set forth the Sum of Twelve hundred & eighty one 89/100 ($1281.89) dollars

It is Therefore Considered by the Court here that the said plaintiffs recover of the said defendant the said Sum of Twelve hundred & eighty one 89/100 dollars the Sum so found due as aforesaid and also his costs taxed to $

And it is further ordered & adjudged that in case the said defendant fails for ten days from the close of this Term of the Court to pay to the said Plaintiffs the said Sum of Twelve hundred & eighty one 89/100 dollars so as aforesaid found due with costs of Suit an Order issue to the Sheriff of said County

Commanding him to cause said lands & tenements in said petition described to wit. Being a part of Survey No. 2991 in the Virginia Military District in the name of John Philips Beginning at two ashes & an elm in the north line of the Original Survey N.W. corner to lands sold to Shaw thence S 80° W 175 poles to two Sugar trees and a beech N.W. corner of the Original Survey thence S 10° E 176 poles to two beeches & a Sugar tree thence N 80° E 175 poles to a beech dogwood & an ironwood Shaws S.W. corner thence N 10° W 176 poles to the beginning Containing 192 acres of land more or less.- Except 50 acres on the East side which E.L. Thrasher sold to B.H. Picket & conveyed by warranty deed bearing date April 1859 to be appraised advertised & sold according to law and apply the proceeds of said sale in satisfaction of said Judgement &c as aforesaid found due

Attest Taber Randall Clerk

V.T. Hills vs Washington Taylor } Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court house in Marysville within & for the County of Union in the State of Ohio on the 21st day of January 1870. Herefore on the 14th day of Decr. A.D. 1869 the following Petition was filed with the Clerk of said Court to wit.

V.T. Hills vs Washington Taylor } Court of Common Pleas Union County Ohio. Petition.

The plaintiff V.T. Hills. Says this his action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy with the credits thereon, "Newton Ohio Dec. 9th 1869 $643 79/100 One day after date I promise to pay to the Order of V.T. Hills or bearer Six hundred & forty three 79/100 dolls. Value received Signed Washington Taylor There are no credits on said Note- There is due from the defendant to the plaintiff on said note the sum of ($643 79) Six hundred & forty three 79/100 dollars which he claims with interest from the 10th day of December 1869 and for which he asks judgement Porter & Sterling Attys for Plff

State of Ohio Union County ss. } I A.James Sterling on oath state that this action is founded upon a written instrument for the unconditional payment of money only and is in my possession. I further state that the facts stated & allegations made in the foregoing petition are true as I believe A.James Sterling

Sworn to before me by A.James Sterling & Signed by him in my presence this 14th day of Dec. 1869 Taber Randall Clerk

Clerk- Issue a Summons upon the above petition. Endorse Suit on note Amount claimed $643.79 with interest from Dec. 10th 1869 Porter & Sterling Attys for Plff

And thereupon the following Summons was issued by the Clerk of said Court to wit;

The State Of Ohio Union County S.S. } To the Sheriff of Union County

You are commanded to Notify Washington Taylor that he has been Sued by V.T. Hills in the Court of Common Pleas of Union County & that unless he Answer by the 15th day of January A.D. 1870 the petition of the said Plaintiff against him filed in the Clerks office of said Court Such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 27th day of December A.D. 1869- Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 14th day of December A.D. 1869 Taber Randall Clerk C.C.P.

Sheriffs Return, "Recd this writ December 14th 1869 Served Washington Taylor by leaving a certified copy of this writ at his place of residence December 17, 1869
Sheriffs fees $1.77 Robert Sharp Sheriff
Afterwards on the 21st day of January 1870 the following entry was made in the Journal of said Court

V. T. Hills
vs
Washington Taylor

This day came the said V. T. Hills by his Attorney and the said Washington having failed to Answer or demur to the petition of Plaintiff it is considered that the plaintiff ought to recover the sum of Six hundred & forty eight 25/100 dollars ($648.25) So demanded in his petition
It is therefore considered & adjudged that the said V. T. Hills recover of the said Washington Taylor the said Sum of Six hundred & forty eight & 25/100 dollars together with his costs in this behalf expended taxed at dollars & cents

Attest Taber Randall Clerk

Carl N. Bancroft
vs
Lewis Potee & wife

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of common Pleas begun & held at the Court House in Marysville within and for the County of Union in the State of Ohio On the 15th day of January A.D. 1870 Heretofore on the 26th of Nov. 1869 the following Petition was filed with the Clerk of said Court,

Carl N. Bancroft Plaintiff
vs
Lewis Potee & Susan A. Potee Defendants

Court of common Pleas
Union County Ohio,
Petition.

The Plaintiff Says

I. This his action is founded upon a promissory note of which the following is a Copy "$725 00 March 8th 1869 On the 1st day of August 1869 I promise to pay to the Order of Carl N. Bancroft Seven hundred & twenty five dollars at the Bank of Marysville with interest. Value received Mortgage Stamped
Lewis Potee

There is due from the defendant Lewis Potee to the plaintiff on said note the Sum of Seven hundred & twenty five dollars ($725 00) which he claims with interest from the 8th day of March A.D. 1869 & for which he asks judgement.

II. On the eighth day of March A.D. 1869 the defendant Lewis Potee made & delivered to plaintiff his promissory notes of that date & thereby promised to pay to the Order of plaintiff the Sum of Seven hundred & twenty five dollars ($725 00) on the 1st day of August A.D. 1869 for value received with interest & the further Sum of Seven hundred & fifty dollars ($750 00) on the first day of August A.D. 1870 for value received with interest

III. The defendants Lewis Potee & Susan A. Potee on the 8th day of March A.D. 1869 to secure the payments of said notes executed & delivered to the plaintiff his Mortgage and & thereby conveyed to the plaintiff his heirs & assigns the following lands & tenements Situate in said County of Union & State of Ohio and being part of Survey No. 5777 bounded & described as follows to wit,

Beginning at ash & beech corner of a piece of land owned by E. Hammond thence N 80° E. 74 poles along Joseph Glasscocks line to a Sugar tree an ironwood & an elm thence N 7° E within twenty five (25) feet of the center of the Bellefontaine & Delaware rail road thence west with the line of said rail road within twenty five feet of the same in the line of E. Hammonds land to the beginning Containing fifty (50) acres more or less.

The condition contained in said Mortgage and was in substance that if the said Pote should pay or cause to be paid unto the said Bancroft the sums of money viz. Seven hundred & twenty five dollars due August 1st 1869 with interest from the 8th of march A.D 1869 the further sum of Seven hundred & fifty dollars ($750.) with interest due august 1st 1870 and all being for the purchase money of aforesaid premises then this Conveyance to become void otherwise to be & remain in full force & effect,

On the 23d day of March A.D. 1869 at 12 oclock M. the said Mortgage was delivered to the Recorder of said county to be by him entered on record & was entered of record on the 31st day of March A.D. 1869

The said deed has become absolute as to the first mentioned aforesaid note. There is due & remaining unpaid on said indebtedness on first note the Sum of Seven hundred & twenty five dollars with interest from the 8th day of March A.D. 1869 and on the second note not yet due there remains unpaid Seven hundred & fifty dollars with interest from 8th of March A.D. 1869 – The plaintiff therefore asks that said Mortgage may be foreclosed the said premises ordered to be Sold and the proceeds applied to the payment of said debt and Execution awarded for the balance & Such other & further relief as equity & good Conscience may require Robinsons & Piper Attys for Plff

State of Ohio Union County SS. } L. Piper being being Sworn Says that he is the Attorney of the above named Carl N. Bancroft duly authorized in the premises that the said Carl N. Bancroft is not a resident of said County of Union & State of Ohio and that the facts Statements & allegations in foregoing pleading of Carl N. Bancroft are as affiant believes true L. Piper

Sworn to before me by L. Piper & by him Signed in my presence this 26th day of Nov A.D. 1869 Taber Randall Clerk

To Clerk – Issue Summons upon the petition in the above case returnable according to law – Amount claimed $725.00 with interest from the 8th day of March A.D. 1869 Robinsons & Piper Attys. for Plaintiff

And thereupon the following Summons was issued by the Clerk of said Court to wit The State of Ohio Union County SS. } To the Sheriff of Union County } You are commanded to Notify Lewis Pote & Susan A. Pote that they have been Sued by Carl N. Bancroft in the Court of Common Pleas of Union County and that unless they Answer by the 25th day of December A.D. 1869 the petition of the said Plaintiff against them filed in the Clerks of said Court Such petition will be taken as True & Judgement rendered accordingly. You will make due return of this Summons on the 6th day of December A.D. 1869

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 26th day of November A.D. 1869 Taber Randall Clerk

Sheriffs Return. "Rec'd this writ November 26th 1869 Served Lewis Pote & Susan A. Pote by delivering at his place of residence a Certified Copy of this writ for each of said defendants Dec. 3d 1869 Fees $2.27. Robert Sharp Sheriff

Afterwards on the 15th day of January 1870 the following Entry was made in the Journal of said Court which reads in the words to wit.

Carl N. Bancroft }
vs } Petition on Note & Mortgage
Lewis Pote & wife } And now comes the said Carl N. Bancroft by his Attorneys and the said Lewis Pote & Susan A. Pote still failing to demur or Answer to the said Petition it is considered that said plaintiff ought to recover the Amount due him by reason of the

premises and the bourt with the consent of the said plaintiff find that there is due from the said defendant to the said plaintiff on the note in the said petition sit forth the sum of $761 25/100. It is therefor consided by said bourt hire that the said plaintiff recover of the said defendant the said sum of Seven hundred & Sixty one dollars and twenty five cents the sum so found due as aforsaid & also his costs laid to $

And it is further ordered & adjudged by the bourt that in case the said defendants fails for ten days from the close of this term of bourt to pay to the said plaintiff the said sum of Seven hundred & Sixty One & 25/100 dollars so as aforesaid found due with costs of suit an order issue to the Sheriff of said bounty commanding him to cause the said lands & tenements in said petition described to wit. being situate in the said bounty of Union in the State of Ohio & being part of Survey No. 5777 bounded & described as follows to wit. beginning at an ash & beech corner of a piece of land now owned by E. Hammond thence N 80° E 74 poles along Joseph Glasscocks line to a sugar tree in mound & an elm thence N 7° E within 25 feet of the center of the Bellefontaine & Delaware Rail Road thence west with the line of said Rail Road within 25 feet of the same on the line of E. Hammond thence S 7° W with said Hammonds line to the beginning containing 50 acres more or less to be appraised advertised and sold according to law and apply the proceeds of said sale in satisfaction of said judgment &c as aforsaid rendered

And as to the note not yet due this cause is continued

Taber Randall Clerk

Enoch Clark vs Peyton Hord } Pleas before his Honor J. S. Conklin Presiding Judge at a bourt of Common Pleas begun & held at the bourt House in Marysville within and for the bounty of Union in the State of Ohio on the 19th day of January 1870

Heretofore On the 19th day of January 1870 the following petition was filed with the Clerk of said bourt which reads in the words & figures to wit,

Enoch Clark Plaintiff against Peyton Hord Defendant } The State of Ohio, Union County ss. In bourt of Common Pleas.

Petition.

Plaintiff Enoch Clark says that the Defendant Peyton Hord On or about the 24th day of June A.D. 1868 executed & delivered to said Plaintiff his promissory note of that date together with a Warrant of Attorney which promissory note & Warrant of Attorney are hereto Attached Marked "Exhibit A." and made a part of this Petition.

Said Plaintiff further says that said promissory is due & unpaid. that he is the legal Owner & holder thereof And that there due thereon from said defendant the sum of four hundred & fifty dollars & — cents with interest from the 24th day July A.D. 1868. Wherefore the plaintiff asks judgement against defendant for the sum of four hundred & fifty dollars & — cents with interest thereon from the 24th day of July A.D. 1868 and for costs of suit Johnston & McNeal Plaintiffs Attys.

The State of Ohio Union bounty ss. } J. B. Johnston being duly sworn says that he is one of the Attorneys of said Plaintiff — that this action is brought upon an instrument in writing for the unconditional payment of Money only that instrument in

Writing is in his possession and that he verily believes the Statements Contained in the foregoing Petition are true in Substance & in fact J. C. Johnston

Sworn to by said J. C. Johnston before me and signed by him Subscribed in my presence this 19th day of January A.D. 1870 Taber Randall Clerk

And thereupon Came the defendant by his Attorney & filed his Answer herein to wit,

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

Enoch Clark }
vs } Answer
Peyton Hord }

By virtue of the Warrant of Attorney Attached to the foregoing Petition I, M. C. Laurence an Attorney at Law in the Several Courts of Record in the State of Ohio, hereby enter an appearance for the said defendant at the Suit of Enoch Clark Plaintiff against said Peyton Hord Defendant and waive the issuing & Service of process therein and confess a Judgement in favr of the said Enoch Clark against said Peyton Hord for the Sum of Four hundred & ninety dollars & four cents Damages being the Amount appearing due for Principal & Interest on said promisry note and also for costs of Suit and I do hereby release all Errors & Waive all right of appial M. C. Laurence Defendants Attorney

And thereupon on the 19th day of January 1870 the following Entry was made in the journal of said Court which reads in the words & figures to wit

Enoch Clark }
vs } Cognovit,
Peyton Hord }

This day came the plaintiff & filed his petition herein and thereupon came defendant by M. C. Laurence an Attorney of this Court who by virtue of a warrant for that purpose executed and here to the Court produced & proved, waived the issuing & Service of process entered the appearance of defendant, & confessed judgement in favr of plaintiff against defendant for the Sum of Four hundred & ninety dollars & five cents & costs herein

It is therefore considered that the plaintiff recover of the defendant said Sum of Four hundred & ninety dollars & five cents together with his costs herein taxed to Dollars

And by Virtue of the Same Warrant of Attorney all errors accruing in the rendition of said judgement are released.

Attest Taber Randall Clerk

J. S. Copeland }
vs } Pleas before his Honor J. S. Conklin Presiding Judge
S. C. Smith Newton Messenger } at a Court of Common Pleas begun & held at the Court
& E. Messenger } House in Marysville within & for the County of Union
in the State of Ohio on the 19th day of January A.D. 1871

Heretofore on said 19th day of January 1870 Came the said plaintiff & filed his petition to wit

J. S. Copeland }
vs } Court of Common Pleas Union County Ohio
S. C. Smith Newton Messenger }
and E. Messenger } Petition.

Plaintiff Says there is due him from defendants on the promissory note of defendants a copy of which is herewith filed, Attached, the Sum of three hundred & thirty one 49/100 dollars with interest from the 13th day of January 1869. for which Sum with costs plaintiff asks Judgment Godman & Davis Attys. for Plff

The State of Ohio Marion County ss. } H.C. Gorman being sworn says he is one of the Attornies for plaintiff herein. That this action is founded on a written instrument in his possession for the payment of money Only - That the facts are within his personal knowledge and that the Statements in the foregoing petition are true as he believes H.C. Gorman

Sworn to before me & Subscribed in My presence this 17th day of Jany. 1870 J.C. Johnston J.P.

And thereupon came the Defendant by his Attorney and filed his Answer herein which reads to wit,

J.S. Copeland } Court of Common Pleas Union County Ohio
vs } Answer.
S.C. Smith Newton Messinger & E. Messenger } And now comes defendants by J.C. Johnston an Attorney of said Court who by virtue of a warrant of Attorney a Copy of which is herewith filed, attached; waives the issuing & Service of process herein; enters the appearance of defendants, confesses judgment in favor of the plaintiff against defendants for the sum of three hundred fifty one 68/100 dollars (being principal & interest as prayed for in the petition) and costs herein - And waives & releases all errors occuring in the rendition of this judgment J.C. Johnston Atty for Defts.

And thereupon the following Entry was made in the Journal of Said Court which reads as follows to wit

J.S. Copeland } Cognovit.
vs } This day came the plaintiff & filed petition herein
S.C. Smith Newton Messinger & E. Messenger } And thereupon came the defendants by J.C. Johnston an Attorney of this Court who by virtue of a warrant of Attorney for that purpose executed there to the Court produced & prayed waived the issuing & Service of process entered the appearance of defendants: & confessed judgment in favor of plaintiff against defendants for three hundred & fifty one 68/100 dollars and costs herein - It is therefore considered that plaintiff recover from defendants Said Sum of Three hundred fifty one 68/100 dollars together with his costs herein taxed to dollars

And by virtue of the same warrant of Attorney all errors occuring in the rendition of Said judgment are released.

Attest Taber Randall Clerk

W.W. Woods } Pleas before his Honor J.S. Conklin Presiding Judge at
vs } a court of Common Pleas begun & held at the Court House
Robert Welsh } in Marysville within and for the County of Union in the State of Ohio on the 5th day of January 1870. Heretofore on the 5th day of January 1870 the following Petition was filed the Clerk of Said Court which reads to wit,

W.W. Woods Plaintiff } In the Court of Common Pleas Union County Ohio
vs } Petition
Robert Welsh Deft. } The Plaintiff says that this his action is founded upon a promissory note for the payment of money only of which the following is a true copy. $286 Marysville Ohio Nov. 27th 1868 Thirty three days after date as principal debtors we jointly & Severally promise to pay to W.W. Woods Twenty eight 6/100 dollars for value received. And we hereby dispense with demand of payment of this note & authorize any Attorney at Law to appear for us or either of us at any time after the same shall become due in any court of record in the State of Ohio or else where & waive issuing & Service of process

and confess Judgement against us or either of us in favor of the holder or holders of this note for the amount of said note & interest payable annually after the same shall become due together with Costs of Suit & release all errors & waive all right of appeal in this behalf Witness our hands & Seals this 27th day of nov. 1868 (Signed) Robert Welsh Seal
No payments have been made thereon. There is now due from the defendant to the plaintiff on said promissory note the Sum of Twenty Eight 60/100 dollars with interest from December 31st 1868 which the plaintiff claims and for which he asks judgment against the defendant M. C. Laurence Atty for Plaintiff

The State of Ohio Union County ss. } W.W. Woods the Plaintiff being Sworn Says that the Statements made & allegations Contained in the foregoing Petition are true as I verily believes W.W. Woods

Sworn to by W.W. Woods before me & Signed by him in my presence this 5th day of January 1870 Taber Randall Clerk

And thereupon the defendant by his Attorney filed his Answer herein to wit,

W.W. Woods Pltff } In Union Common Pleas
vs } Answer in Cognovit
Robert Welsh Deft. } The said Robert Welsh by J.L. Porter his Atty. who appears by virtue of, and under a warrant of Attorney now produced to the Court & duly proved Now Comes & waives the issuing and Service of process and enters the appearance of the said Robert Welsh Deft, and for answer Says there is due to the plaintiff from the defendant on the note in the petition mentioned the Sum of $30 35 at this date & the confessis Judgement against said defendant for said Sum of money & for costs & all errors are hereby released and right of appeal waived by virtue of said Warrant of Attorney Jany. 5th 1870 John L. Porter Atty for Defendant.

And thereupon the following Entry was made in the Journal of said Court to wit

W.W. Woods Plaintiff
vs
Robert Welsh Defendant } Judgement in Cognovit

This day came into Court the said Plaintiff by his Attorney & filed his petition against said Robert Welsh Defendant & thereupon J.L. Porter one of the Attorneys of this Court appeared in Open Court in behalf and by virtue of a Warrant of Attorney for that purpose executed by the said Robert Welsh & now produced in Open Court and duly proved waived the issuing & Servis of process & acknowledged that the said defendant owed the plaintiff on the note in the petition described the Sum of $30 35 at this date and he confessed Judgment therefor & for costs,

It is therefore Considered Ordered and Adjudged by the Court that the Plaintiff recover of the said Robert Welsh defendant said Sum of ($30 35) Thirty & 35/100 dollars so confessed as aforesaid & also his costs in this behalf expended taxed at $

And by virtue of the same Warrant of Attorney all errors are released and all right of appeal waived by the defendant

(Attest) Taber Randall Clerk

W. W. Woods & Co
vs
J. K. P. Welsh & Robert Welsh

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & hild at the Court House in Marysville within & for the County of Union in the State of Ohio on the 5th day of January A. D. 1870

Heretofore on the 5th day of January 1870 the following Petition was filed with the Clerk of said Court which reads to wit

W W Woods & Thomas J. Burton late partners in business under the firm name of W. W. Woods & Co. Plffs — Court of Common Pleas.
vs
J. K. P. Welsh & Robert Welsh Defendants — Petition.

The Plaintiffs say that on or about the 7th day of September 1869 the defendants J. K. P. Welsh & Robert Welsh made & delivered to the plaintiffs under Another of their firm names to wit. The Bank of Marysville their promissory note of that date of which the following is a true copy "$111 28/100 Marysville Sept. 7th 1869.

"Sixty days after date as principal debtors we jointly & Severally promise to pay to the Bank of Marysville, One hundred eleven & 28/100 dollars for Value received & We hereby dispense with demand of payment of this note and authorise any Attorney at Law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio or elsewhere & waive the issuing & Service of process & confess Judgment against us or either of us in favor of the holder or holders of this note for the amount of said note & interest payable annually after the Shall become due. together with costs of Suit & release all release all errors & waive all right of appeal in this behalf witness our hands and Seals this 7th day of Sept. 1869 (Signed) J. K. P. Welsh Seal
Robert Welsh Seal

10 cts R.S. Cancelled

No payments have been made thereon — Plaintiffs further say that there is due from the defendants to them on said note the Sum of One Hundred & eleven & 28/100 Dollars which they claim with interest from the 7th day of November A. D. 1869 for which they ask Judgement against said defendants

M. C. Lawrence Atty for Plffs

The State of Ohio Union County ss. } W. W. Woods one of the Plaintiffs being Sworn Says the Statements made & allegations contained in the foregoing petition are true as he verily believes

W. W. Woods

Sworn to by W. W. Woods before me & Signed by him in my presence this 6th day of January A. D. 1870

Jabez Randall Clerk

And Thereupon Came the defendant by his Attorney & filed his Answer herein to wit.

W. W. Woods & Thos. J. Burton late partners in business under the firm name of W. W. Woods & Co. Plffs. } In Union Com. Pleas. Answer in Cognovit.
vs
J. K. P. Welsh & Robert Welsh Defendants

The said J. K. P. Welsh & Robert Welsh by John L. Porter their Attorney under & by virtue of a warrant of Attorney now produced to the Court & duly proved. Now comes and waives the issuing & Service of process herein & enters the appearance of the said J. K. P. Welsh & Robert Welsh defendants and for Answer says that there is due to the plaintiffs from the defendants on the note in the petition mentioned the Sum of $112.40 at this date and confesses judgement against said defendants for said Sum of money & costs and all errors are hereby released right of appeal waived by virtue of said warrant of Attorney January 5th 1870 John L. Porter
Attorney for Defendants

And Afterwards on the 5th day of January 1870 the following Entry was made in the Journal of said Court which reads in the words and figures as follows to wit,

W.W. Woods & Thos J. Buxton late partners in business under the firm name of W.W. Woods & Co Plaintiffs
vs
J.K.P. Welsh & Robert Welsh Defendants } Judgement in Cognovit

This day came into Court the said plaintiffs by their Attorney & filed their petition against the said J.K.P. Welsh & Robert Welsh defendants & thereupon J.L. Porter one of the Atty's of this Court appeared in Open Court in behalf of the said defendants & by virtue of a warrant of Attorney for that purpose executed by the said J.K.P. Welsh & Robert Welsh & now produced in Open Court & duly proved waived the issuing & Service of process & acknowledged that the defendants did owe the plaintiffs as alleged in the petition & that there was due to plaintiffs from said defendants on the note in the petition mentioned at this date the Sum of $112.40 and he confessed Judgement therefor & for Costs.

It is therefore considered Ordered & adjudged by the Court that the plaintiffs recover of the said J.K.P. Welsh & Robert Welsh defendants the said Sum of ($112.40) One hundred & twelve 40/100 dollars so confessed as aforesaid and also their Costs in behalf expended taxed to $ and by virtue of the same warrant of Attorney all error and all right of appeal waived by the defendants

Taber Randall Clerk

William W. Woods James Fullington & Charles Phelps
vs
P. Manchester W.H.H. Titus & J.M. Newett } Pleas before his Honor J.S. Conklin President Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio, on the 22d day of January 1870. Herefore on the 22d day of January 1870 the following Petition was filed with the Clerk of said Court which reads to wit:

William W. Woods James Fullington and Charles Phelps Plaintiffs
against
P. Manchester W.H.H. Titus & J.M. Newell Defts } Court of Common Union County
Petition.

The plaintiffs say their action is founded on a promissary note for the payment of money only of which the following is a true Copy $663 Marysville June 29, 1869 Sixty days after date as principal debtors we jointly & severally promise to pay to the Bank of Marysville Six hundred & Sixty three dollars for value received. And we hereby dispense with demand of payment of this note & authorise any Attorney at law to appear for us at any time after the same shall become in any Court of Record in the State of Ohio or elsewhere & waive the issuing and Service of process and confess judgment against us or either of us in favor of the holder or holders of this note for the amount of said note & interest payable annually after the same shall become due together with costs of Suit & release all errors & waive all right of appeal in this behalf. Witness our hands & seals this 29th day of June 1869

(Signed) P. Manchester (Seal) W.H.H. Titus (Seal) J.M. Newett (Seal)

No payments have been made on said note. The Plaintiffs say they are the present owners & holders of said note & that they are the members of the firm known as the "Bank of

There is due from the defendants to the plaintiffs the Sum of Six hundred & Sixty three dollars with interest thereon from September 2d 1869 — Which the

Plaintiffs Claim and for which they ask judgment against the defendants
State of Ohio Union County ss P. B. Cole Atty for Plffs.
W. W. Woods one of the plaintiffs being Sworn says that the Statement in the foregoing petition are true as he believes W. W. Woods
Sworn to by W. W. Woods before me & Signed by him in my presence Jany 21. 1870
Tuber Randall Clerk

And thereupon came the defendants by their Attorney & filed their Answer herein to wit,
W. W. Woods James Tullington & Charles Phellis
vs
P. Manchester W. H. H. Titus & S. M. Hewett
The said P. Manchester, W. H. H. Titus & S. M. Hewett by J. L. Cameron their Atty who appears by virtue & under a warrant of Attorney now produced to the Court duly proved now comes & waives the issuing & Service of process herein, enters the appearance of said defendants and for answer says there is due the Plffs from the defendants on the note in the petition mentioned the Sum of Six hundred & Seventy eight 46/100 dollars at this date and he confesses judgement against said Defendants for said Sum of Money & Cost and all Errors are hereby released and right of appeal waived by virtue of said warrant of Attorney Jany. 21. 1870
J. L. Cameron Atty for Defts.

And on the 22d day of January 1870 the following Entry was made in the Journal of said Court,
W. W. Woods James Tullington & Charles Phellis
vs
P. Manchester W. H. H. Titus & S. M. Hewett
This day came the plaintiffs & filed their petition herein & thereupon came the defendants by J. L. Cameron an Attorney of this Court who by virtue of a Warrant of Attorney for that purpose executed there to the Court produced & duly proved waived the issuing & service of process and entered the appearance of said defendants and confessed Judgement in favor of said plaintiffs against the said defendants P. Manchester, W. H. H. Titus & S. M. Hewett for the Sum of $678.46 & their costs herein.
It is therefore considered ordered & adjudged by the Court that the plaintiffs recover of the said defendants P. Manchester W. H. H. Titus & S. M. Hewett the Said Sum of Six hundred & seventy Eight & 46/100 ($678.46) dollars So confessed to be due and their costs herein expended taxed to $
And by virtue of the same warrant of Attorney all errors are released
And all right of appeal waived.

Tuber Randall Clerk

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within and for the County of Union in the State of Ohio on 22d day of January A.D. 1870. Whereupon on the 22d day of January 1870 the following petition was filed with the Clerk of said Court to wit

W. W. Woods James Tullington & Chas Phellis
and Charles Phellis
vs
J. G. Marsh, D. A. Williams & George F. Bennett

Court of Common Pleas Union County
Petition.

W. W. Woods James Tullington & Chas Phellis Plffs
vs
J. G. Marsh D. A. Williams & George F. Bennett Defts
Plaintiffs say their action is founded on

a promissory Note for the payment of money only of which the following is a true copy
$500 Marysville Ohio Oct. 20th 1869 Sixty days after date as principal debtors we
jointly & Severally promise to pay to the Bank of Marysville Five hundred dollars for
Value received — And we hereby dispense with the demand of payment of this
Note and authorise any Attorney at Law to appear for us or either of us at any
time after the same shall become due in any Court of record in the State of
Ohio or elsewhere & waive the issuing & service of process & Confess Judgement
against us or either of us in favor of the holder or holders of this note for the
Amount of said Note & interest payable annually after the same shall become
due together with Costs of Suit. And release All Errors & waive all right of
Appeal in this behalf. Witness our hands & Seals this 2d day of Oct. 1869
Signed I.J. Marsh [Seal] D. A. Williams [Seal] Geo. F. Bennett [Seal]
The following payment only has been made "Paid on the within three hundred
dollars $300 December 17th 1869"

The plaintiffs say they are the present holders & bona fide holder of said
Note & that they are the Only members of the firm Known as the ~~Marysville~~
Bank of Marysville — That there is now due from the defendants to the
plaintiffs the Sum of two hundred dollars with interest thereon from
December 19th 1869 for which the plaintiffs ask Judgment against
the defendants P. B. Cole Atty for Plaintiffs

State of Ohio Union County ss. } W. W. Woods Plff being duly Sworn says
the facts Stated & Allegations made in the foregoing petition are true
as he verily believes W. W. Woods
Sworn to & Subscribed before me Jany 21st 1870
Taber Randall Clerk

And thereupon came the Defendants by their Atty. & filed their Answer herein as follows

Wm W. Woods James Fullington & Charles Phillis } In Court of Common Pleas
against Union County Ohio
I.J. Marsh D. A. Williams & Geo. F. Bennett } Answer

The said I. J. Marsh D. A. Williams & Geo. F. Bennett by
J. L. Cameron Esq. their Attorney who appears by Virtue of & under a Warrant of Attorney
now produced to the Court & duly proved, now comes & waives the issuing & Service
of process herein & enters the appearance of said I. J. Marsh D. A. Williams &
Geo. F. Bennett defts. And for Answer Says there is due to the plaintiffs from
the defendants on the Note in the petition Mentioned the Sum of two hundred
& one dollars. And all Errors are hereby released & right of Appeal waived by
Virtue of Said Warrant of Attorney Jany 21, 1870 J. L. Cameron Atty for Defts.

And on the 22d day of January 1870 the following Entry was made in the Journal of said Court

W. W. Woods James Fullington & Charles Phillis
vs
I. J. Marsh D. A. Williams & Geo. F. Bennett } This day came the plaintiffs and filed
their petition herein & thereupon came J. L. Cameron an Attorney
of this Court who by Virtue of a Warrant of Attorney for that purpose executed there
to the Court produced & duly proved waived the issuing & Service of process and
entered the appearance of said defendants herein & Confessed Judgement in
favor of said plaintiffs against the said I. J. Marsh D. A. Williams & Geo. F. Bennett
for the Sum of Two hundred & one dollars and their costs herein
It is therefore considered Ordered and Adjudged by the Court

that the Plaintiffs recover of the said defendants J J. Marsh D. A. Williams & George L. Bennett the said Sum of Two hundred & One dollars So confessed to be due & also their costs herein expended Taxed to $ and by virtue of the same warrant of Attorney all errors are released and all right of appeal waived

Attest Taber Randall Clerk

Magdalene Moore Exr. of Harvy Moore decd
vs
Sidney Hodgden et als

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 2d day of January 1870. Heretofore on the 29th day of December 1868 the following Petition was filed with the Clerk of said Court which reads to wit,

Court of Common Pleas
Union County Ohio
Petition.

Magdalene Moore Exr of Harvy Moore decd
vs
Sidney Hodgden & Joseph Rosebery Defts

The said plaintiff Magdalene Moore says She is the Executor of the last Will of Harvy Moore decd duly appointed and qualified by the Probate Court of said Union County.

That on the 8th day of February 1865 the said Harvy Moore being the owner of a Tax title to Survey of land No. 12188 in the County of Union Ohio & being possessed of the same Sold & Conveyed to said Henry Hodgden his interest in & to One hundred acres off the north end of said Survey to wit. Beginning at a Stake & Stone N. E. Corner of said Survey & N. West corner of 10508 thence with the North line of said Survey S. 79° 23' W 203½ poles to a Stake in the place of a fallen beech N. E. corner of Survey 14290 thence with the E. line of said Survey No 14290 S 79° 23' E. 78¾ poles to a Stone in said line thence N 79° 23' E 203½ poles to a Stone in the east line of said Survey 12188 Thence with east line 78¾ poles to the beginning Containing 100 acres. That afterwards one J. H. Coe's Executors by their Attorney C. W. B. Allison made claim to the said Survey of land as the Original Owners thereof & demanded possession of said Moore & said Hodgden of said land and the plaintiff says said Harvy Moore & said Hodgden entered into a verbal agreement with each other that if said Moore for himself as agent for said Hodgden would compromise with said Executors of said Coe & procure from them the legal title to said land which said Moore & said Hodgden needed they had that said Hodgden would pay his proportion of the purchase money together with one fourth of the expenses - that in pursuance of that agreement the said Harvy Moore compromised with said Claimants & in writing agreed with them to pay them for their title to said Survey at the rate of Eleven 11/100 dollars per acre with interest from the date of the writing to wit from the 17th of April 1866 - The expense of procuring the same was Altogether twenty dollars - That said writing was made in the name of Harvy Moore alone - That said Hodgden was duly informed of said written Contract & was Satisfied therewith and agreed with said Harvy Moore to make the payments of said share of said purchase money. but the plaintiff avers that said Hodgden has not paid any part of his share of said purchase money & in Order to procure the deed for the share of said Harvy Moore

The whole purchase money had to be paid to said Executors of said Coe & the said Harvy Moore in his lifetime & said plaintiff since his death have paid the entire purchase money for said Survey of land including said 100 acres of land & the deed for the same was executed & delivered to said Harvey Moore & his heirs forever – The whole Sum so advanced for said Hodgden is Eleven hundred & thirty one & 20/100 dollars with interest from April 17th 1866 & five dollars expenses – The said Hodgden has made improvements on said land & by the defendant Joseph Rosebery his tenant holds possession thereof – The said Hodgden though often requested to pay his said Share of said purchase money has neglected to pay the same & still neglects to pay it.

All The plaintiff says she is ready able & willing to release unto said Hodgden all of said 100 acres of land by good deed. Or if it should be held that she is legally authorised so do, the heirs at law of said Harvey Moore are ready able & willing so to do.

The plaintiff says there is due her as Executrix of said Will of Harvy Moore from said Sidney Hodgden the Sum of Eleven hundred & thirty & 20/100 dollars with interest from april 17th 1866 which Sum is a lien on said 100 acres of land.

The heirs at law of the said Harvy Moore are John Moore Thomas Moore Margaret Grant married to Jonathan Grant. Elizabeth Moore Cyrus Moore Magdalene married to Charles Hodgden. Nancy married to Isaiah C. Miller Martha Ellen Moore all living in Union County Ohio.

Therefore the plaintiff asks all of said persons be made parties to this petition & that on final hearing the said Hodgden be decreed & Ordered to pay the plaintiff the said Sum of Eleven hundred & thirty Six & 20/100 dollars with interest from april 17th 1866 & in default thereof that said land be sold to satisfy the same & for further proper relief Robinson & Robinson Attys for Plff

The State of Ohio Union County ss I Thomas Moore being duly Sworn depose & Say that I am the agent of the plaintiff in the foregoing case & I further say the several allegations of the foregoing petition are personally known to me & all true, also that the said Sidney Hodgden has removed to the State of Missouri but the County is to me & to the plaintiff unknown & Service by Summons cannot be had on him in said State of Ohio Thomas Moore

Sworn to before me & Signed in my presence this 29th of December 1868
Issue Summons for John Moore &c Taber Randall Clerk

Thomas Moore Margaret Grant Jonathan Grant. Elizabeth Moore Cyrus Moore Magdalene Hodgden. Charles Hodgden Nancy Miller & Isaiah C. Miller & Martha Ellen Moore & endorse "Suit against them & Sidney Hodgden to convey the 100 acres off the north end of end of Survey No. 12188 to Sidney Hodgden on his paying $1136.20 with interest from April 17th 1866" Robinson & Robinson

And thereupon the following Summons was issued by the Clerk of said court to wit, The State of Ohio. Union County ss. To the Sheriff of Union County. You are commanded to notify John Moore Thomas Moore. Margaret Grant, Jonathan Grant Elizabeth Moore Cyrus Moore Magdalene Hodgden Charles Hodgden Martha Ellen Moore. Nancy Miller, Isaiah C. Miller & Joseph Rosebury that they have been Sued by Magdalene Moore Exx of the Will of Harvy Moore dec'd in the Court of Common Pleas of Union Coun County & that unless they Answer by the 13th day of March A.D. 1869 the petition of the plaintiff against them filed in the Clerks office of said court such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 22d

day of February A.D. 1869. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville
(L.S.) this 13th day of February 1869 Taber Randall Clerk
Sheriff's Return. "Recd. this writ February 15th 1869 Served John Moore Thomas Moore Margaret Grant & Jonathan Grant. Elizabeth Moore, Cyprus Moore Magdalene Hodgden Charles Hodgden, Martha Ellen Moore Nancy Miller Isaiah C. Miller & Joseph Rosebury by delivering to each of the above named persons a certified copy of this writ February 18th 1869 Fees. $9.27 Robert Sharp Sheriff

Legal Notice. Sidney Hodgden of the State of Missouri is hereby Notified that Magdaline Moore Executrix of the will of Harvy Moore decd, has filed against him and Others in the Court of Common Pleas of Union County Ohio Stating that said Harvy Moore during his lifetime & the said Hodgden owning a tax title to Survey of Land No. 12188 in said County of Union (the said Hodgdens part being 100 acres off the north end of said Survey) agreed with each other to join in the purchase of the legal title of said from L. H. Coe's Executors in whom the said title vested & the Special arrangement between them was that said Hodgden would furnish his part of the purchase money to pay for said 100 acres & Moore what would be necessary to pay for the remainder of the Survey that said Moore acting for himself & as agent & trustee of said Hodgden made a written contract with said Executors for the purchase of said legal title at the rate of eleven dollars & thirty one & a fifth cents per acre on the 17th day of April 1866 of which said Hodgden was duly notified & which he approved & confirmed & promised said Moore to pay his said Share to wit, $1131.20 with interest that said written contract was in the name of Harvy Moore & the name of said Hodgden was not known therein that said Harvy Moore having died the said petitioner as Executrix of his Will has advanced for said Hodgden all of said purchase money & procured the deed for said land, there is due her as such from said Hodgden said sum of $1131.20 with interest from April 17th 1866 and which is a lien on said land - The prayer of said petition is that said Defdt may pay said sum or in default that said be Sold to Satisfy the same Said defendant is required to answer said petition on or before the third Saturday of April of April next. Feby 17. 1869 Robinson & Robinson Attys

The State of Ohio Union County SS I John H. Shearer do make oath that the advertisement of which the annexed is a copy was published for six Consecutive weeks beginning with February 1869 in the Marysville Tribune a newspaper of general circulation within Union County Ohio and of which I am the editor & proprietor J. H. Shearer

Sworn to & Subscribed before me this 21st day of April A.D. 1869
Taber Randall Clerk

And on the 3d day of May 1869 the following Entry was made in the Journal of said Court to wit,

Madalene Moore Exr. &c.
vs
Sidney Hodgden et.als. } This day came the parties & submitted this cause to the Court on the demurer to the petition. Whereupon the Court being fully advised in the premises Overrule said demurer, to which ruling defendant Sidney Hodgden Excepts and leave is given defendants to file Answer in thirty days and cause continued

Afterwards on the 3d day of June 1869 the following Answer was filed with the Clerk of said Court which reads as follows to wit,

Magdalene Moore Exr. of the
Will of Harvey Moore decd.
vs
Sidney Hodgden & Others Defts

Court of Common Pleas of Union County Ohio
Answer of
Sidney Hodgden

And now comes the said defendant Sidney Hodgden by his Attorneys & answering the petition of plaintiff says,

That he denies that the Executors of L.H. Coe by C.W.B. Allison their Attorney or Attorneys ever made claim to the said premises of said defendant Sidney Hodgden as original original owner thereof & that said L.H. Coe or his heirs or legal representatives had any right title or interest in or to the said the premises of said Sidney Hodgden at any time before or after the 8th day of Feby 1865.

The said Sidney Hodgden further denies that he ever entered into a verbal agreement or any agreement with said Harvey Moore deceased, that if said Moore for himself or agent for said Hodgden would compromise with said Executors of said Coe & procure from them the legal title to said land then that he said Hodgden would pay his propation of the purchase money together with one fourth the expense thereof, or that he entered into any such agreement Verbal or otherwise with said Harvey Moore deceased said 100 acres of land to said Sidney Hodgden to wit February 8th 1865 the time when said deed was made or at any time previous thereto. He further denies that said Harvy Moore deceased during his lifetime or his legal representatives since his death have ever entered into any Compromise with said L.H. Coe or his Executors or legal representatives at the cost of $11.31/100 dollars per acre or at any other price for or behalf of said Sidney Hodgden or for his use or behoof or at his request or benefit in relation to said premises of said Sidney Hodgden and said Sidney Hodgden further denies that said Harvey Moore or his Executrix or any person for him ever paid the Executors of said Coe said sum of $1131 20/100 for said Sidney Hodgden or for his use or behoof or at his request in pursuance of any agreement & never paid any person whatever any Sum for him & said Sidney Hodgden is not indebted to said Harvey Moore dec'd. or to his estate in any Sum whatever. The said Sidney Hodgden further denies that said plaintiff is able to release or convey any estate legal or equitable in said premises of said defendant Sidney Hodgden or to any other person or that the heirs at law of said Harvey Moore decd. are able & willing to release or convey the same or that said plaintiff or said heirs of said Harvy Moore decd have any interest in the said premises of said defendant Sidney Hodgden or that there is due said plaintiff from him the sum of eleven hundred thirty Six & 20/100 with interest from April 17th 1866 or any Sum whatever,

The said Sidney Hodgden further denying the petition of said plaintiff says that on the 8th day of February A.D. 1865 said Harvey Moore decd that he was the owner in fee simple of the said 100 acres of land conveyed to said Sidney Hodgden as hereinafter set forth & for & in full Consideration of the Sum of Seven hundred dollars then paid to him by said Sidney Hodgden then sold & by a good & Sufficient warranty deed conveyed to said Sidney Hodgden said premises of 100 acres which deed is in the words and figures following and endorsed as follows to wit,

51 ct Stamps

50 cts Stamps

Know all men by these presents that we Harvy Moore & Magdaline Moore his wife of the County of Union & State in Consideration of the Sum of Seven hundred dollars in hand paid by Sidney Hodgden of the County & State aforesaid have bargained & sold & do hereby grant Sell and Convey unto the Said Sidney Hodgden his heirs & assigns forever all our right title & interest both legal & equitable in the real estate Situate in the County of Union Ohio in the Virginia Military District being part of Survey No. 12188 Hounded & described as follows to wit, beginning at a Stake & Stone N. E. Corner to Said Survey and N.W. Corner of Survey No. 10508 thence with the north line of Said Survey S 79° 23' W 203 1/7 poles to a Stake in the place of a fallen beech N.E. corner to Survey No. 14296 thence with the east line of Said Survey No. 14296 S 9° 23' E 78 3/4 poles to a Stake in said line thence N 79° 23' E 203 1/7 poles to a Stone in the west line of said Survey No. 12188 thence with Said E. line 78 3/4 poles to the place of beginning Containing one hundred acres be the same more or less - To have & to hold said premises with all the privileges & appertaining thereto belonging unto the Said Sidney Hodgden his heirs & assigns forever. the grantors hereby covenanting with the grantee that they are lawfully seized of the premises aforesaid and have full power to convey the same in manner & form above written and that the said premises are free & unincumbered. In testimony whereof the said Harvy Moore & Magdaline Moore his wife have hereto set their hands & Seals this 8th day of February in the year A.D. 1865

In presence of Harvy Mather
Caroline Cole

Harvy Moore (Seal)
Magdaline X her mark Moore (Seal)

The State of Ohio Union County ss Before me Harvy Mather a justice of the peace in & for Said County personally appeared Harvy Moore & Magdaline Moore grantors of the within Conveyance & acknowledged the Signing & Sealing thereof to be their voluntary act & deed for the uses & purposes therein expressed & the said Magdaline being at the same time examined by me Separate & apart from her said husband & the contents of the Said Conveyance made known to her by me She then declared that She did voluntarily Sign Seal & acknowledge the Same & that She is Still satisfied therewith Witness my hand officially this 8th day of February A.D. 1865

Harvy Mather J. P.

Indorsed on back by Justice of Union aforesaid Harvy Mather as follows "Warranty Deed from Harvy Moore & wife to Sidney Hodgden" and was recorded by the Recorder of Said County of Union Sept. 6th 1865 in Book 28 page 128 by James Smith Recorder of Union Co. Ohio & was received for record by Said Recorder Aug 26th 1865

The Said Sidney Hodgden further Says that the foregoing deed is all the title which Said Harvy Moore died ever made to him & for which he received the full amount of the Consideration & which conveyed to Said Sidney Hodgden the full title in fee Simple to Said premises of one hundred acres so as aforesaid described and Said Hodgden further Says that he never at any time with Said Harvy Moore or any other person agreed to pay any other consideration than that expressed in said deed for the premises therein described and never agreed to pay Said Harvy Moore any Sum to perfect the Said title & never had any Knowledge that Said Harvy Moore acted for him as his agent in any transaction with the Executors of Said L. H. Coe dec'd & Said Harvy Moore was not authorised to make any contract in that regard for him but was bound in law to make his title good which he gave this defendant

Said defendant Sidney Hodgden further says that no consideration ever passed from said Harvey Moore dec'd. to said plaintiff as his Executrix upon any contract Specified in said petition & no conveyance of said premises has been made by the Executors of Dec to plaintiff or defendant - The said defendant Sidney Hodgden therefor prays that this case be dismissed at costs of plaintiffs that he go hence without day & for all such other & further relief as the nature of the case & law & equity may require

By H. J. VanFleet & Reed Randall Hameron Attys. for Defendant Hodgden

The State of Ohio Union County ss. } H. J. Vanfleet being duly Sworn Says that he is one of the Attorneys of said Sidney Hodgden duly authorised in the premises that said Sidney Hodgden is not a resident of said County of Union & State of Ohio & is now a resident of the State of Missouri & is now absent from the State of Ohio That the facts Stated & allegations in the foregoing pleading of said Sidney Hodgden are true as he verily believes H. J. Van Fleet

Sworn to before & Subscribed in my presence this 23° day of April A.D. 1869

J.P. James R. Smith Probate Judge

Afterwards the following Reply was filed with the said Clerk to wit,

Magdalene Moore Ex'x &c others } Court of Common Pleas
vs } Union County Ohio
Sidney Hodgden et. als } Reply.

The said plaintiff says the said Harvy Moore did not make the deed as set forth in said Answer but that after the word "unincumbered" in said copy the following words are omitted in said Answer but which were & are apart of said deed viz. "unincumbered" by any act of the Grantor herein" That plaintiff denies each & every allegation of the said Answer so far as it sets up any new matter of defence other than a denial of the plaintiffs petition Robinson & Robinson Attys for Plff

The State of Ohio Union County ss. } I John Moore being duly sworn depose & say the Several allegations of the foregoing Reply are all true

John Moore

Sworn to before me & Signed in my presence Taber Randall Clerk

Afterwards on the 1st day of October 1869 the following Entry was made in the Journal of said Court which reads in the words to wit,

Magdalene Moore Ex'x &c
vs
Sidney Hodgden & others } This day came the parties to this Suit and Submitted this cause to the Court on the pleadings and evidence and the Court being fully advised in the premises do find the allegations of the petition to be true & that the said Sidney Hodgden doth owe the said plaintiff as Executrix of Harvy Moore dec'd as alleged in said petition the Sum of thirteen hundred & seventy two dollars & forty two cents which Sum of money is a lien on the land in said petition described which is held by the Widow heirs of Harvy Moore dec'd in trust for said Hodgden subject to said claim of $1372.42 dollars & also find the said heirs are ready & willing to release to said Hodgden all but Magdalene Hodgden & have all but Margaret Hodgden filed their deed of release with the papers herein

It is therefore considered ordered & adjudged by the Court that the plaintiff recover of said Sidney Hodgden said Sum of thirteen hundred & seventy two & 42/100 dollars due as aforesaid the costs herein expended taxed to ff.

And it is further Ordered that on the payment of said Sum the deeds of release on file from the Widow & Heirs of said Harvey Moore dec'd be delivered to said Sidney Hodgden & that said Magdalene Hodgden release to him her interest in said lands & if said Sidney Hodgden shall for twenty days fail to pay said Sum of money it is ordered & adjudged by the Court that an Order of Sale issue to the Sheriff of this County who is appointed Special Master for that purpose commanding him to appraise advertise & sell said land to satisfy said judgment according to law & report his proceedings to the next term of this Court — Second trial demanded & overruled - Excepted to by defendant Sidney Hodgden - Notice of Appeal by defendant Sidney Hodgden & Bond filed at $2744 84

Afterwards the following Order of Sale was issued by the Clerk of said Court to wit,

The State of Ohio Union County ss. To the Sheriff of Union County & Special Master Greeting,

Whereas on the 1st day of October of the September Term A.D. 1869 of the Court of Common Pleas of said County Magdalene Moore Exr &c recovered judgement against Sidney Hodgden for the Sum of $1372 42 with interest thereon at 6 per cent together with his costs herein taxed to $61 82 and it appearing to the Court that the claim upon the above judgement was rendered is secured by Venders lien on the following premises in Union County Ohio & bounded & described as follows to wit. Part of Survey No 12188 & being 100 acres off the North end of said Survey Beginning at a Stake & Stone N.E. Corner of said Survey & N.W. Corner of Survey No. 10508 thence with the north line of said Survey S 79° 23' W 203 1/2 poles to a stake in the place of a fallen beech N.E. Corner of Survey No. 14290 thence with the east line of said Survey 14290 S 79° 23' E 78 3/4 poles to a stake in said line thence N 79° 23' E 203 1/2 poles to a Stone in the E. line of said Survey 12188 thence with said E. line 78 3/4 poles to the beginning containing 100 acres

You are therefore Commanded to proceed forthwith to appraise advertise & offer for Sale said premises to satisfy said judgement & cost & Costs that may accrue and that you make due return of your proceedings herein together with this writ in Sixty days from this date. Witness my hand & the Seal of said Court at Marysville this 2d day of November A.D. 1869 Taber Randall Clerk U.C.P.

Said Order was duly returned & filed December 4th 1869 Indorsed as follows to wit

The State of Ohio } Received this writ November 2d 1869 and by virtue of the same
Union County ss } I did on the 3d day of November A.D. 1869 cause the within described lands & tenements to be appraised by the oaths of John Parish Jas A Temple & G.W. Latimer three disinterested freeholders residents of said County who were duly Summoned & Sworn by me to make said Appraisement according to law and I advertised the said lands & tenements for Sale at the door of the Court House in said County on the 4th day of December 1869 at 1 o'clock P.M. in a public Newspaper printed in Marysville called the Marysville Tribune and of general circulation in said County & And after having advertised the same for more than thirty days in said paper & having given due notice of the time & place of said Sale I proceeded on the said 4th day of December A.D. 1869 at 1 o P.M. to offer said lands & tenements at public Sale at the door of the Court House in said County & then & there struck off the same to John Moore for the Sum of Seventeen Hundred dollars said Sum being more than two thirds the appraised value and he being the highest & best bidder was bidder was declared the purchaser thereof. Fees Service 45 Appraisement 150 cps 50 Mileage 240 advertisement 50 Poundage 27 00 Return 50 = $ 32.85 Ps fee 6 50 Cpps fee 150 Stamp for deed 200 = $ 42 85 Robert Sharp Sheriff

Notice of Sheriffs Sale

Sheriffs Sale. By Virtue of an Order of Sale to me directed from the Court of Common Pleas of Union County & State of Ohio I will offer at public Sale at the door of the Court House in Marysville in Said County on Saturday December 4th 1869 at one oclock P.M. the following real estate to wit. Part of Survey No 12188 Being the 100 acres off the north end of Said Survey No 12188 Beginning at a Stake & Stone N.E. corner of Said Survey N.W. Corner to Survey No 10508 thence with the North line of Said Survey N 77 2/3 W 20 3/4 poles to a Stake in the place of a fallen beech N.E. Corner of Survey No 14290 thence with East line of Said Survey 14290 S 79° 23 1/4' E 78 3/4 poles to a Stake in Said line thence N 79° 23' E 20 3/4 poles to a Stake in the E line of Said Survey No. 12188 thence with Said East line 78 3/4 poles to the beginning containing 100 acres. Taken as the property of Sidney Hodgden to Satisfy a claim in favor of Magdalene Moore et als, Nov 3. 1869 Robt Sharp Shriff

The State of Ohio } I John H. Shearer do make Oath that the Advertisement of which Union County ss. } the Annexed is a Copy was published for more than thirty days beginning on the 3rd day of November 1869 in the Marysville Tribune a Newspaper of general Circulation within Union County Ohio and of which I am the Editor & Proprietor

J H. Shearer

Sworn to and Subscribed before me this 4th day of January A.D 1870.

Taber Randall Clerk

And afterwards on the 22nd day of January 1870 the following Entry was made in the Journal of Said Court which reads in the words & figures following to wit

Magdalene Moore Exr of Harvey Moore dec'd }
vs }
Sidney Hodgden et.als }

This day came on this cause to be heard on the Report of Sale made by the Sheriff under a former Order of this Court. Whereupon the Court being fully advised in the premises do find all of Said proceedings to be regular and lawful Whereupon the Court do approve & confirm the same and Order Said Sheriff to execute & deliver to Said purchaser a deed in fee simple for Said lands according to law Conveying to him all the rights & interest of all the defendants to Said Suit in Said lands.

And it is further Ordered that out of Said purchase money the Said Sheriff pay first the costs of this Suit Second the taxes on Said land for the years 1868 & 1869 third the Sum with interest due the plaintiff under Said decree & fourth any balance that may remain of Said purchase money to Said Sidney Hodgden And it is Ordered that on the delivery of Said deed that all of Said parties defendants Surrender possession of Said lands to the Said purchaser

Taber Randall Clerk

Samuel W. Dolbear } Pleas before his Honor J.S. Conklin Presiding Judge
vs } at a Court of Common Pleas begun & held at the
Thomas A. Mapes et.als } Court House in Marysville within & for the County of Union in the State of Ohio on the 6th day of January 1870. Heretofore on the 8th day of May A.D. 1869 the following petition was filed with the Clerk of Said Court which reads in the words & figures as follows to wit,

Samuel W. Dolbear Plaintiff } Court of Common Pleas
vs } Union County Ohio
Thomas A. Mapes & Thomas Cody Defts } Petition

The plaintiff Samuel W. Dolbear says that on the 18th day of Novembr 1867 the defendant Thomas A. Mapes made & delivered to the other defendant Thomas Cody his promissory note of that date & thereby promised to pay to the said Thomas Cody or bearer the sum of two hundred & fifty dollars in one year from that date with interest for value received

And the said plaintiff further says that said defendant Thomas A. Mapes on the 18th day of November 1867 made & delivered to the other defendant Thomas Cody another promissory note of that date & thereby promised to pay to the said Thomas Cody or bearer the sum of two hundred & fifty dollars in two years from that date with interest for value received

He further says that both of said promissory notes were sold transfered & delivered by said Thomas Cody to him for a fair & valuable consideration before either of said notes fell due - Copies of said promissory notes are here attached marked "A" & "B" respectively - The said plaintiff further says that the said 18th day of November 1867 to secure the payment of said two promissory notes (another note for $34.88 falling due April 1st 1868 which plaintiff believes unpaid) The said defendant Thomas A. Mapes executed and delivered to the other defendant Thomas Cody his Mortgage deed and thereby conveyed to the said Thomas Cody his heirs and assigns the following lands & tenements situate in the County of Union & in the Village of Marysville & described as follows "Beginning at a Stake in the Weaver road & on the east line thereof one pole Southerly from the Southwest corner of out lot No. 24 in said Town of Marysville thence on a line parallel with the South line of said Out lot No. 24 east 10 poles to a Stake, thence Southerly parallel with the Weaver road 8 poles to a Stake - thence westerly on a line parallel with the South line of said Out Lot No. 24-10 poles to a Stake in the east line of said road thence with the east line of said road northerly 8 poles to the beginning containing one half acre - The condition contained in said Mortgage deed was in substance was "That whereas the said Thomas A. Mapes had executed and delivered unto the said Thomas Cody his promissory notes for the defered payments on the above described land as follows One note for $34.88 payable April 1st 1868 One note for $250.00 with interest payable November 18th 1868 & One note payable with interest November 18th 1869 for $250.00 Now if the said grantee or his heirs or assigns shall well & truly pay the above notes when the same shall come due to said grantee his heirs or assigns according to the true tenor thereof then this obligation shall be void otherwise to remain in full force

Plaintiff further says that said Mortgage was duly stamped & was given to secure to secure the said Thomas Cody his heirs & assigns the defered payments on the lands above described which was deeded by said Cody to said Mapes - On the 19th day of November 1867 at 3 o'clock P.M. the said Mortgage was delivered to the Recorder of said County to be by him recorded and was recorded Nov. 21st 1867 in Vol. 6. page 349 of the Records of Mortgages Of Union County. The said Mortgage deed has become absolute and there is due & remaining unpaid upon said indebtedness the sum of two hundred & fifty dollars with interest from the 18th day of november 1867 & that the note not due remains unpaid.

Plaintiff further says that he purchased said promissory notes of said Cody he (Cody) delivered to this plaintiff said Mortgage to secure the same - The plaintiff asks that said Mortgage may

be foreclosed, the said premises ordered to be Sold and that Sufficient of the proceeds arising from such Sale to pay the ameu in this case & the note to fall due November 18th 1869 & the costs be brought into court and such other & further relief &c M&L Lawrence Plaintiffs Atty

The State of Ohio Union County SS I M&L Lawrence being duly Sworn say. I am the Attorney of the above Named Samuel W. Dolbear duly authorized in the premises - that the above petition is founded upon written instruments for the payment of money only and are now in the possesion of affiant as such Attorney and that the facts Stated & allegations contained in the foregoing petition are true as he believes M&L Lawrence

Sworn to by M&L Lawrence before me & signed by him in my presence this 8th day of May A.D. 1869 James R. Smith Probate Judge

Mr Clerk Issue Summons in this action - to Sheriff of Union County Ohio returnable according to law Endrse Plaintiff claims $250 & interest from November 18th 1867 & asks foreclosure of Mortgage May 8. 1869

M&L Lawrence Atty

And thereupon the following Summons was issued by said Clerk to wit.

The State of Ohio Union County SS. To the Sheriff of Union County

You are commanded to notify Thomas A. Mapes & Thomas Cody that they have been sued by Samuel W. Dolbear in the Court of Common Pleas of Union County and that unless they Answer by the 5th day of June A.D. 1869 the Petition of the plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and judgement rendered accordingly. You will make due return of this Summons on the 17th day of May A.D. 1869 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 8th day of May 1869 Taber Randall Clerk

Sheriff's Return. "Rec'd this writ May 8th 1869 Served Thomas Mapes & Thomas Cody by delivering to each of them a certified Copy of this writ May 15th 1869 Fees $2.17 Robert Sharp Sheriff

And thereupon the following Cross Petition was filed herein which reads to wit

Samuel W. Dolbear vs Thomas A. Mapes et. als } Court of Common Pleas Union County Ohio
Cross Petition

J.W. Robinson by leave of the Court comes and enters his appearance in this case & makes his Cross Petition and Says that he holds & owns the note in said Mortgage described as for $34 88/100 in the words & figures following Viz: "Marysville November 18th 1867 On or before the first day of April 1868 I promise to pay Thomas Cody or bearer thirty four & 88/100 dollars for value received. Mortgage Stamped T. A. Mapes" No part of said note has been paid & there is this defendant on said note the said Sum of thirty four & 88/100 dollars with interest from April 1st 1868 which is the first lien on the property in said petition described

Therefore the said J.W. Robinson prays Judgement against said Thomas A Mapes for said Sum & interest & that his lien on said premises be protected

J.W. Robinson

The State of Ohio Union County SS I J.W. Robinson being duly Sworn depose and Say the allegations of the foregoing are true J.W. Robinson

Sworn to before me and Signed in my presence this 11th of May 1869 Taber Randall Clerk

And on the 29th of September 1869 the following Entry was made in the Journal of said Court to wit

Samuel W. Dolbear
vs
Thomas A. Mapes et als } Foreclosure of Mortgage

This day came the plaintiff by his Attorney no one appearing for defendants Mapes or Cody and this Cause thereupon came on to be heard upon the petition of plaintiff and the Cross Petition of J.W. Robinson filed herein by leave of the Court on the 20th of September 1869 together with the exhibits & evidence & was Submitted to the Court. On Consideration whereof the Court do find that there is due from the defendant T.A. Mapes to the plaintiff on the 1st promissory note & the mortgage mentioned in the petition at this date the Sum of two hundred Seventy eight 70/100 dollars ($278.70) which is a lien on said premises in the said petition & Mortgage described & the Court do further find that there is due to J.W. Robinson on his note the Sum of thirty eight dollars at this date which is also Secured by said Mortgage in the petition mentioned & is a lien on the premises prior to that of the plaintiff

It is therefore Considered Ordered & Adjudged that the defendant Thomas A. Mapes within ten days from this date pay to said J.W. Robinson said Sum of $38.00 with interest from this date. and that he also pay to the plaintiff the Sum of two hundred & Seventy eight 70/100 dollars ($278.70) with interest from this day until paid & also the costs of this Suit be taxed and in default of payment of either Sums so found due and costs of Suit that an Order issue to the Sheriff of this County for the time being who is hereby appointed Special Master for that Commanding him to proceed to Sell the lands in the petition mentioned as upon Judgements at law & report his proceedings to the next term of this Court and as to the note not yet due and for Report of Sale this Cause is Continued

Attest Taber Randall Clerk

Cyrus N. Carnes } Pleas before his Honor J.S. Conklin
vs } Presiding Judge at a Court of Common
Floid Reynolds et. als } Pleas begun & held at the Court in Marysville
within & for the County of Union in the State of Ohio

On the 10th day of January A.D. 1870. Heretofore on the 29th day of Novemb
the following Petition was filed with the Clerk of said Court which was to wit
Court of Common Pleas.
Union County Ohio.

Cyrus N. Carnes Plaintiff } Petition.
against
Floig Reynolds J.M. Davids & B.L. Talmage Defendants }

Cyrus N. Carnes plaintiff says there is due from the defendant Floid Reynolds on the promissory note of the said Floid Reynolds a copy of which with all the credits thereon is hereto attached marked "A" & made a part of this petition the sum of two hundred & sixty dollars & eighty one cents with interest from August the 18th A.D. 1867.

2d Cyrus N. Carnes Plaintiff says there is due him from the defendant Floid Reynolds on the promissory note of the said Floid Reynolds a copy of which is hereto attached & made part of this petition & marked "B" the sum of three hundred & forty dollars with interest from April 10th 1864

3d Cyrus N. Carnes plaintiff says there is due to him from the said Defendant Floid Reynolds on the promissory note of the said Floid Reynolds

a copy of which is hereto Attached marked "C" & made a part of this petition
the Sum of three hundred & forty dollars with interest from April 10th 1864
4th Cyrus N. Barnes plaintiff says there is due to him from the said defendant
Floid Reynolds on the promissory note of the said Floid Reynolds a copy of
which is hereto attached Marked "D" & made a part of this petition the Sum of
Three hundred & forty dollars with interest thereon from the 10th day of April A.D. 1864
5th The defendant Floid Reynolds on the 11th day of April A.D. 1864 to Secure the
payment of said several notes herein before Set forth executed executed & delivered to the
plaintiff his Mortgage deed & thereby conveyed to the plaintiff his heirs & assigns the
following lands & tenements Situate in the said County of Union & State of Ohio
Being part of Survey No 5646 - bounded & described as follows. Beginning
at a Stake in the place of a Lynn Beech & Ash Original N E corner of
said Survy & N.W. corner of Survey No. 1139 and in the Original South line
of Survy 6107 - thence with said line N 82° W 198 poles to 3 Beeches & 3 ashes
N.E. corner of William Wells lot of 100 acres part of Same Survey - thence
with the East line of said Wells lot & with the East line of Windsor Atkinson's
S 8° W 89 poles to a Stake & Stone - thence S 82° E 198 poles to a Stake & Stone in
the original east line of said Survey No. 5646 thence with Said line
N 8° E 89 poles to the beginning containing 110 acres & 52 poles of land
The conditions contained in said Mortgage deed were in substance as
follows that if the said Floid Reynolds should pay the notes herein before Set forth
or cause the same to be paid When they became due with the interest thereon
then said Mortgage deed to be void.
6th On the 30th day of March 1864 at ten o'clock & thirty Minutes A.M. the said
Mortgage was delivered to the Recorder of said Union County to by him entered
on the Record of said County and was recorded the same day.
7th On the 24th day of April 1869 a judgement was given by the Court of Common
Pleas of Union County Ohio in favor of the defendant J. M. Davis against
the defendant Floid Reynolds for the Sum of $113.40
8th The said defendant B. L. Talmage claims to have some lien on the said
premises but the plaintiff is ignorant of the extent thereof - The plaintiff does
know whether any aforesaid defendants have at this time any subsisting lien and
he demands proof of the same
9 The said Mortgage deed given by the said defendant Floid Reynolds
to the plaintiff as herein before set forth has become absolute. There is due &
remaining unpaid upon said indebtedness as set forth in the 1, 2, 3 & 4 counts
herein the Sum of twelve hundred & eighty dollars & eighty one cents with interest
On two hundred & Sixty dollars & eighty one cents thereof from August 18th 1867 &
On ten hundred & twenty dollars thereof from April 10th 1864
10 The plaintiff therefore prays for a judgement against the said Floid Reynolds
for said Sum of twelve hundred & Eighty dollars & eighty one cents with interest on
two hundred & Sixty & 81/100 dollars thereof from August 18th 1867 & interest on
ten hundred & twenty dollars thereof from April 10th 1864 - That said Mortgage
be foreclosed said lands & tenements ordered appraised & Sold & the proceeds
arising from such Sale applied to the payment of said debt & Execution awarded
for balance Coats & Gilbert Attorney's for Barnes
State of Ohio Union County S.S. } N. A. Gilbert being Sworn Says. he is One of the
Attorneys of the above named Cyrus N. Barnes plaintiff duly Authorized in the premises

that said Cyrus N. Barnes is not a resident of said Union County and that the foregoing facts and allegations in the pleadings aforsaid Cyrus N. Barnes are as affiant believes true

N. A. Gilbert

Sworn to by the said N.A. Gilbert before me & by him subscribed in my presence this 29th day of November A.D. 1869 Taber Randall Clerk

Issue Summons on the petition in the above case returnable according to law Amount claimed $1280 81 with interest on $260 81 from August 18th 1867 & interest on $1020 00 thereof from April 10th A.D. 1864 & for close Mortgage Nov. 28th 1869 Coats & Gilbert Attys. for Barnes.

And thereupon the following Summons was issue by the Clerk of said Court which reads to wit,

The State of Ohio Union County ss. To the Sheriff of Union County. You are Commanded to Notify Flora Reynolds J. M. Davids & B. L. Talmage that they have been Sued by Cyrus N. Barnes in the Court of Common Pleas of Union County and that unless they Answer by the 1st day of January A.D. 1870 the petition of the said Plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons on the 13th day of December A.D. 1869 Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 29th day of November A.D. 1869 Taber Randall Clerk By [illegible] Deputy

Sheriffs Return. Rec'd. this writ November 29th 1869 Served Flora Reynolds J. M. Davids B. L. Talmage by delivering to each of them a certified copy of this Dec. 3rd 1869 Fees $3 77 Robert Sharp Sheriff

Afterwards On the 10th day of January 1870 the following Entry was made in the Journal of said Court which reads in the words & figures to wit,

Cyrus N. Barnes Plff
vs
Flora Reynolds et. als Defts

Petition on Notes & Mortgage

And now comes the said Cyrus N. Barnes Plff. by Coats & Gilbert his Attorneys & the said Flora Reynolds Deft. Still failing to Answer or demur to said petition it is considered that the said plaintiff Ought to the amount due him by reason of the premises. And the Court with the Consent of the said plaintiff find that there is due from the said defendant Flora Reynolds to the said plaintiff on the notes in the petition set forth the Sum of Sixteen hundred & Seventy dollars.

It is therefore Considered by the said Court here that the said plaintiff recover of the said defendant the said Sum of Sixteen hundred & Seventy dollars ($1670 00) the Sum so found due as aforesaid and also his Costs taxed to $

And it is further Ordered & adjudged that in case the said Deft. fail to pay said Sum of Sixteen hundred & Seventy dollars so as aforesaid found due with costs of Suit on or before the 26th day of March 1870 to the plaintiff an Order issue to the Sheriff of Union County who is hereby appointed Special Master Commissioner for that purpose Commanding him to Cause said lands & tenements in the petition described to be appraised advertised & Sold according to law and Apply the proceeds of said Sale in Satisfaction of said Judgment so as aforesaid rendered. And as to the determination of any lien held by the defendants J. M. Davids or B. L. Talmage this cause is Continued

Attest Taber Randall Clerk

S. S. Jewell
vs
C. B. Jennings et als.

Pleas before his Honor J. S. Conklin Presiding Judge at a court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 21st day of Jany A. D. 1870.

Heretofore on the 9th day of Dec. 1869 the following Petition was filed with the Clerk of said Court which reads in the words & figures as follows to wit.

S. S. Jewell Plaintiff
vs
C. B. Jennings Ozil Lapham & J. B. Whelpley Defendants

Court of Common Pleas Union County Ohio

Petition.

The Plaintiff Samuel S. Jewell says this action is founded upon a promissory note of which the following is a copy "$200" "Marysville Aug. 11th 1869" Sixty days after date we promise to pay to H. Campbell or bearer two hundred ($200) dollars Value received

(Signed) C. B. Jennings Ozil Lapham J. B. Whelpley

There are no credits thereon.- Plaintiff further says that he purchased said promissary note of said H. Campbell in the usual course of trade before the same became due and paid a full & fair consideration & is now the legal Owner & holder of the same.

That there is due from the defendants to the plaintiff on said promissary note the sum of two hundred dollars with interest from the 10th day of October 1869 which he claims and for which he asks judgement

M. G. Lawrence Atty for Plaintiff

The State of Ohio Union County ss. I M. G. Lawrence being Sworn say that I am the Attorney of the plaintiff in this action, that this action is founded upon a written instrument for the payment of money only which instrument in writing is in my possession as such Attorney & that the facts Stated & allegations contained in the foregoing petition are true as I verily believe

M. G. Lawrence

Sworn to by M. G. Lawrence before me & Signed by him in my presence this 9th day of December 1869

Taber Randall Clerk

Mr. Clerk You will issue a Summons in this action returnable according to law for C. B. Jennings & Ozil Lapham directed to the Sheriff of Champaign Co. Ohio Endorse Plaintiff claims $200 with interest from October 10, 1869

M. G. Lawrence Atty

I hereby waive the issuing & Service of process on me in this action & enter my appearance herein with the Statement that I am only Surety for C. B. Jennings — Dec. 9th 1869

J. B. Whelpley

And Thereupon the following Summons was issued by said Clerk which reads to wit,

The State of Ohio Union County ss. To the Sheriff of Champaign County

You are Commanded to Notify C. B. Jennings & Ozil Lapham that they have been Sued by S. S. Jewell in the Court of Common Pleas of Union County and that unless they Answer by the 8th day of January A. D. 1870 the petition of the said plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true and Judgment rendered accordingly. You will make due return of this Summons on the 20th day of December A. D. 1869 Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 9th day of December A. D. 1869

Taber Randall Clerk

Sheriffs Return. "Rec'd this writ Decr. 9th 1869 & Served C. B. Jennings personally by copy Decr 16th 1869 & Ozie Lapham not Served until Decr 24th 1869 by Order of M. L. Lawrence Atty for Plff— when I Served him personally by copy. Fees $6.03 paid by M. L. Lawrence Thos McConnell Shff by D. V. Ward Dep'ty

Afterwards on the 21st day of January 1870 the following Entry was made in the Journal of Said Court which reads in the words & figures as follows to wit

S. S. Jewell
vs
C. B. Jennings et als

This day came this cause on to be heard the defendants being in default and neither party demanding a jury this cause was submitted to the Court by the plaintiff Upon Consideration whereof the Court finds for the plaintiff

It is therefore considered Ordered & adjudged by the Court that the plaintiff recover of the defendants C. B. Jennings Ozie Lapham & J. B. Whelply the sum of two hundred & three dollars and also his costs herein expended taxed to $

And the Court finds from a Showing made by James B. Whelply that he is Only surety on Said note in the petition mentioned and it is Ordered that Execution issue Accordingly

Taber Randall Clerk

Benjamin H. Williams
vs
John Williams et al

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville on the 22d day of January 1870 within & for the County of Union in the State of Ohio,

Heretofore on the 2d day of Decr. 1869 the following petition was filed with the Clerk of Said Court which reads in the words and figures following to wit,

To the Court of Common Pleas within & for the County of Union & State of Ohio,

Your petitioner Benjamin H. Williams of Said County of Union & State of Ohio represents that he has a legal right to & is Seized in fee Simple of the undivided One third part of the following real estate to wit, Being & lying in the County of Union & State of Ohio on the waters of Treacles Creek being part of Survey Nos 7790-7789-7492-9561 & 5265 & bounded as follows— Beginning at a bur Oak in the line of Benjamin Harringtons land from thence with his line N 49° W 91½ poles to a Stone in the line of James Taylors land. N 43½° E 47¾ poles to a Stone thence S 49° E 96 poles to a Stone in the center of the road thence with the road N 37° E 4¾ poles to a Stone thence S 53° 15' E 190 poles to a Stone in the line of Survey No 5265 thence with Said line N. 6° E. 76 poles to a Stone thence S 84° E 66 poles to the center of the Creek thence with the Creek S 11° W 46 poles thence S 37° W 23 poles to the S. W. corner of a lot of land conveyed to Said Hopkins by John Blake— thence with Said line & the line of Elisha & Jacob Barnhart S 84° E 260 poles to the E line of the Survey thence with Said line S 6° W 60 poles to a Stone thence with the line of William Douglass N 84° W 285 poles to the center of the Creek thence down the Creek with the meanderings thereof S 22° W 20 poles thence S 6° E. 23 poles to the corner of a lot of land sold by Darrel Witter to Said Hopkins thence with the South line of Said lot & the line of Said Douglass N 56° W 181 poles to a Stone N. W. corner to Said Douglass thence with his line S 43° W 28

poles to a Stone in the road corner to Benjamin Harringtons. thence with his line N 32 W 90 pols to the beginning containing two hundred fifty three acres be the same more or less. and being the land conveyed by Benjamin Hopkins this wife to John Williams.
And your petitioner further represents that John Williams & Sarah E. Williams of the County of Union of Union & State of Ohio are tenants in common with your petitioner in said premises. Your petitioner therefore prays that partition of said lands may be made or if the same cannot be done without manifest injury that then such proceedings be had in the premises as are authorised by law
Benjamin H. Williams By Porter & Sterling his Attys
Afterwards the following Notice & proof of Service was filed with said Clerk to wit,
To John Williams & Sarah E. Williams You & each of You are hereby notified that a petition was filed against you on the 2° day of Decr. 1869 in the Court of Comon Pleas within & for the County of Union in the State of Ohio by Benjamin H. Williams is now pending wherein the said Benjamin H. Williams demands partition of the following real estate to wit. lying & being in Union County Ohio on the waters of Treacles Creek & parts of Entrys Nos 7790-7789-7492-9561 & 5265, bounded as follows beginning at a live Oak in the line of Benjamin Harringtons farm thence with his farm thence ~~with~~ with his line N 49° W 91½ poles to a Stone in the line of James Taylors N.W. corner to said Harrington thence with Taylors line N 43½ E 47¾ poles to a Stone thence S 49° E 96 poles to a Stone in the center of the road thence with road N 37 E 4¾ poles to a Stone. thence S 53° 15' E. 190 poles to a stone in the line of Survy No. 5265 thence with said line N 6° E 76 poles to a Stone - thence S 84° E 66 poles to the Center of the creek thence with the creek S 11° W 46 poles. thence S 37° W 23 poles to the S W corner of a lot of land conveyed to said Hopkins by John Blake thence with said line & the line of Alphes & Jacob Burnham S 84° E 260 poles to the east line of the Survy thence with said line S 6° W 60 poles to a Stone thence with the line of Wm Douglass N 84° W. 285 poles to the center of the Creek thence down the Creek with the meanders thereof S 22° W 20 poles thence S 6° E. 23 poles to the corner of a lot sold by David Witter to said Hopkins thence with the N. line of said lot & the line of William Douglass N 56° W 180 to a Stone N.W. corner to said Douglass thence with his line S 43° W 23 poles to a Stone in the road corner to Benjamin Harrington thence with his line N 32° W 20 poles to the beginning Containing two hundred & fifty three acres More or less & being the same conveyed by Benjamin Hopkins wife to John Williams on January 12th 1839 and at the next term of said Court the said Benjamin H. Williams will apply for an Order of partition of said premises according to law Dec. 2d 1869. Benjamin H. Williams
By Porter & Sterling his Attorneys
The State of Ohio Union County ss. Benja H. Williams being Sworn makes oath that he Served a true Copy of the above Notice on each of the above named defendants John Williams & Sarah E. Williams on the 4th day of Decmbr 1869
B. H. Williams
Sworn to & Subscribed before me by Benjamin H. Williams this 17th day of December 1869 Taber Randall Clerk
Afterwards on the 18th day of January 1870 the following Entry was made in the Journal of said Court to wit
Benjamin H. Williams
vs
John Williams &
Sarah E. Williams
On Motion to the Court by Porter & Sterling Counsel for plaintiff. It is Ordered by the Court that by this

Oaths of A.S. Mowry Hiram Stokes & George St. Clair partition be made of said lands in the following proportions to wit to the said Benjamin H. Williams one equal third part, to the said John Williams one equal third part & to the said Sarah E. Williams One equal third part,

And it is further Ordered that a writ of partition issue to the Sheriff of Union County commanding him to cause partition to be made accordingly. And that he return his proceedings to this Court forthwith.

And thereupon the following Writ of Partition was issued by the said Clerk to wit,

The State of Ohio Union County ss. To the Sheriff of said County Greeting

We Command you that without delay by the Oaths of A.S. Mowry Hiram Stokes & George Sinclair you cause partition to be made of the following described premises, Situate in the County of Union & State aforesaid to wit, part of Survey Nos. 7790 7789-7492-9561 & 5265 & bounded as follows, beginning at a bur oak in the line of Benja. Harringtons land thence with his line N 49° W 91 1/2 poles to a stone in the line of Jas. Taylors land, N 43 1/2° E 47 3/4 poles to a stone thence S 49° E 76 poles to a stone in the center of the road thence with the road N 37° E 4 3/4 poles to a stone thence S 53 1/2° E 190 poles to a stone in the line of Survey No 5265 thence with said line N 6° E. 76 poles to a stone, thence S 84° E. 66 poles to the center of the creek thence the creek S 11° W 46 poles thence S 37° W 23 poles to the S.W. corner of a lot of land sold to said Hopkins by John Blake. thence with said line & the line of Eliphas & Jacob Burnham S 84° E 260 poles to the E line of the Survey thence with said line S 6° W 60 poles to a stone thence with the line of Wm. Douglass N 84° W 285 poles to the center of the creek, thence down the creek with the meanders thereof S 22° W 20 poles thence S 6° E 23 poles to the corner of a lot of land sold by David Witter to said Hopkins - thence with the South line of said lot & the line of Douglass N 56° W 180 poles to a stone in the road corner to Benja. Harrington thence with his line N 32° W 90 poles to the beginning containing 253 acres more or less among the persons named herein, and in the following proportions to wit

To the said Benjamin H. Williams the one equal third part,

To the said John Williams the one equal third part

To the said Sarah E. Williams one equal third part in pursuance of an Order lately made in our Court of Common Pleas within & for said County of Union in a certain petition for partition wherein the said Benj. H. Williams is petitioner and the said John Williams & Sarah E. Williams are respondents and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith. Witness my name & the Seal of said Court of Common Pleas at the Court House in Marysville this 18th day of January A.D. 1870

Asher Randall Clerk

L.S.

Sheriff's Return. As commanded by the foregoing writ of Partition I have executed the same by the Oaths of Hiram Stokes. George Sinclair & A.S. Mowry. Partition to be made as will appear by the Repat of the causing said Commissioners herewith returned, Given under my hand this 20th day of Janry. 1870 Fees $5.45 Robt Sharp Sheriff

Union County ss. Court of Common Pleas.

In Partition.

Commissioners Report.

Benjamin H. Williams }
vs
John Williams & Sarah E. Williams }

According to the command of the Writ of Partition in this case issued and on call of the Sheriff of said County We the undersigned Commissioners after being first duly qualified and upon actual view of the premises do make partition of the same as follows to wit,

To the said Sarah E. Williams - Beginning at a Bur Oak on the North

West Side of the Milford & Irwin Gravel road Corner to Allen Reed (part of the Benj. Harrington farm) Thence with his line N 46¾ W 91½ poles to a Stone in the South line of Survey No 5726 thence with Said Survey line N 45° E 47¾ poles to a Stake & Stone - Thence S 47½° E 96 poles to a Stake & Stone in the center of Said Milford & Irwin Gravel road - thence with the center of Said road N 38¼° E 62 poles to a Stake & Stone Corner to Benjamin H. Williams - thence with his line S 52½° E 64 poles to a Stone Corner to Said B. H. Williams - Thence with the Northwesterly line of B. H. Williams & John Williams S 45° W 77 poles to a Stake in the Homer road & in the line of Louisa Lock (part of the Benjamin Harrington farm) (A Stone on the Northerly Side of Said road bears N 45° E) Thence with Said line & the line of Allen Reed N 30° W 69 69/100 poles to the beginning containing 54½ acres more or less Part of Survey No 7492 & 9461

Also another lot described as follows. Beginning at a Stake in the center of Isaacks Creek upper corner on the creek to the John S. Lock farm thence with a line of Said farm S 82½° E 165 poles to a Stake Corner to John Williams thence with his line N 2½° E. 19 poles to a Stake & 3 hickories corner to Benjamin H. Williams Thence with his line N 82½° W to a Stake in the center of Isaacks creek - thence down Said creek with the meanders thereof to the beginning containing 19 acres more or less Part of Survey No 5265 —

Also a right of way along the northeasterly Side of 5 3/2 herein set off to John Williams two & from the 54½ acre lot & the 19 acre lot both above described

To the Said Benjamin H. Williams -

Beginning at a Stake & Stone Southwest corner to N. H. Burnham in the center of the Milford & Irwin Gravel road. Thence with a line of Said N. H. Burnham S 52½° E 190 poles to a Stake & Stone in the west line of Survey No 5265 - thence with Said line N 8° E 76 poles to a Stake & Stone Corner to Said N. H. Burnham - thence with his line S 83° E. 64 poles to the Center of Isaacks creek - Thence down Said creek with the meanders thereof to the lower corner on the creek of 100 acres belonging to John & Benjamin H. Williams - thence with the South line of Said 100 acres S 82½° E 140 poles to a Stake & ash Corner to John Williams - thence with his line S 2½° W 41 poles to a Stake & three hickories Corner to Said Sarah E. Williams 19 acre lot. Thence with the north line of Said lot N 82½° W to the Center of Isaacks creek thence down the creek with the meanders thereof to the upper corner on the creek to the 5 3/2 acre lot herein set off to John Williams - thence with the Northeastly line of Said lot N 52½° W 176 poles to a Stone in the line of Sarah E. Williams 54½ acre lot - thence with with the Southeasterly line of Said lot N 45° E. 19 poles to a Stone Corner to Said 54½ Acre lot - thence with the Northeast line of Said lot N 52½° W 64 poles to a Stake in the Center of the Milford & Irwin gravel road - Thence with the Center of Said road N 38½° E 3 poles to the beginning Containing 90½ acres more or less) Part of Survey No. 7492 & 9461 & 7790 & 5265 - Excepting that John Williams shall have a right of way two & from the Milford & Irwin Gravel road And the Northerly corner of the 5 3/2 acre lot herein set off to him over the northerly part of the 90½ acre lot above described.

TO the Said John Williams — Beginning at a Stake & 2 white oaks corner to 100 acres belonging to John & Benjamin H. Williams in the east line of Survey No. 5265 - thence with Said line S 2½° W 60 poles to a Stake corner to the John S. Locke farm - thence with the north line of Said John S. Locke farm

N 82½° W 120 poles to a Stake corner to Sarah E. Williams - thence with her east line & the east line of B. H. Williams N 2½° E 60 poles to a Stake & Stone in the north line of said 100 acres belonging to John & B. H. Williams - thence with said line S 82½° E 120 poles to the beginning containing 44 acres more or less Part of Survey No 5265.

Also another lot described as follows - Beginning at a Stake in the center of Beaches creek & upper corner on the creek to that part of the John S. Locke farm lying west of the creek - thence with a line of said farm N 52½° W 180 poles to a Stake & Stone thence S 35° W 22 poles to a Stake & Stone in the Homer road & corner to the Benjamin Harrington farm thence with a line of said B. Harrington farm N 30° W 20 40/100 poles to a Stake corner to Sarah E. Williams (a Stone on the northerly side of said road bears N 45° E) thence with the Southeast line of said Sarah E. Williams N 45° E 58 poles to a Stake corner to Benjamin H. Williams - thence with his line S 52½° E 176 poles to a Stake in the center of Beaches creek thence down said creek with the meanders thereof to the begining containing 53½ acres more or less Part of Survey No 7492 & 9461 & 7790 & 5265 Excepting therefrom a right of way herein granted to Sarah E. Williams. Also a right of way from the Milford & Marion gravel road to and from the mutually part of 60 & 40 acres set off to Benjamin H. Williams

Given under our hands this 20th day of January A.D. 1870

George Sinclair
Andrew J. Mowry
} Commissioners

Afterwards on the 22d day of January 1870 the following Entry was made in the Journal of said Court which reads in the words following to wit,

Benjamin H. Williams
vs
John & Sarah E. Williams
} In Partition,

On motion to the Court by Porter & Sterling Counsel for said petitioner & upon producing the return of the Sheriff & the Report of said Commissioners heretofore appointed and the same having examined by the Court here & found in all respects correct and in conformity to law

It is hereby Ordered that said proceedings & Report be & the same is hereby approved & confirmed and that said parties hold in severalty the part and premises set off & assigned to each respectively.

And it is further Ordered that the costs of this proceeding including an Attorney fee to Porter & Sterling of $ be paid by said parties in the following proportion to wit the said Benjamin H. Williams one third part the said John Williams one third part & the said Sarah E. Williams one third part

And in default thereof that Execution issue therefor

Attest Taber Randall Clerk

Samuel H. Carson & wife
vs
John R. Taylor & Eliza E. Taylor
} Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 22d day of January 1870 Heretofore on the 29th day of October 1869 the following petition was filed with the Clerk of said Court which reads as follows to wit,

Samuel H. Carson & Jane A. Carson Plffs
vs
John R. Taylor & Eliza E. Taylor Defts
} Court of Common Pleas Union County Ohio Petition

The Said plaintiffs say that William Taylor late of Union County Ohio deceased, died Seizid in fee Simple of the following real estate Situate in Union County Ohio. to wit. Being part of Virginia Military Survey. No. 5166 Bounded & described as follows. Beginning at a long red oak & hickory Northwesterly corner to a tract of land part of Same Survey Sold to May Smith & Wm Wilson thence with their line N 53° E 246 poles to a red elm black haw & ash their N. E. corner. Thence N 37° W 107 poles to a black ash Thence S 53° E 136 poles to a Stake Thence N 37° W 90 poles to a Stake thence S 54¼ W 110 poles to three Sugar trees thence S 37° E 197 poles to the beginning containing two hundred & twenty (220) acres more or less — That Said Wm Taylor left Said Eliza E. Taylor of Said County his widow entitled to dower in Said lands Also left Said John R. Taylor & Jane A. Carson now intermarried with Samuel H. Carson of Union County Ohio his only heirs at law to whom Said land descended in equal Shares & the Said lands remaining undivided the petitioners being the owners in fee Simple of the undivided half of Said lands Subject to the dower right of Said Widow do now ask partition of Said premises & Such remedy as at law & equity may require Robinson & Piper Attys for Plff

The State of Ohio Union County Ss. I Samuel H. Carson being duly Sworn depose & say the Several allegations of the foregoing petition are true as I believe Samuel H. Carson

Sworn to before me & Signed in my presence Oct 29/69 Taber Randall Clerk

To Clerk — Issue Summons to John R. Taylor & Eliza E. Taylor in above case returnable according to law Robinson & Piper Attys for Plffs

And thereupon the following Summons was issued by the Clerk of Said Court which reads —

The State of Ohio Union County Ss. To the Sheriff of Union County.

You are Commanded to Notify John R. Taylor & Eliza E. Taylor that have been Sued by Samuel H. Carson & Jane A. Carson in the Court of Common Pleas of Union County and that unless they Answer by the 27th day of November A.D. 1869 the petition of the Said plaintiff against them filed in the Clerks office of Said Court Such petition will be taken as true & judgement rendered accordingly. You will make due return of this Summons on the 8th day of November A.D. 1869. Witness Taber Randall Clerk of Said Court & the Seal thereof at Marysville this 30th day of October A.D. 1869 Taber Randall Clerk

Sheriff's Return. "Rec'd this writ Oct. 30th 1869 Served John R. Taylor & Eliza E. Taylor by delivering to each of them a certified copy of this writ. Oct. 30th 1869

Sheriffs fee $1.77 Robert Sharp Sheriff

Afterwards on the 5th day of January 1870 the following Entry was made in the Journal of Said Court which reads in the words figures as follows to wit.

Samuel H. Carson & Jane A. Carson his wife }
vs } In Partition.
John R. Taylor & Eliza Ellen Taylor }

And now comes the Said Samuel H. Carson & wife by their Attorneys and thereupon this Cause came on to be heard upon the petition and evidence and was argued by Counsel On Consideration whereof the Court do find that due Notice of the pendency of this Action has been given for more than forty days prior to the first day of the present term of this Court. And the Court do further find that the Said Samuel H. Carson & Jane A. Carson his wife have legal right to & are Seized in fee Simple of the One half part of the Said premises — And the Court do further that the Said John R. Taylor is Seized of one half part thereof and that the Said Eliza Ellen Taylor is entitled to dower therein

It is Therefor Ordered that a writ of Partition issue to the Sheriff of Said County of Union Commanding him that by the oaths of Andrew H. McCambell Albert S. Chapman & Benjamin A. Fay One full third part of Said premises in Said petition described be Set off & assigned to the said Eliza Ellen Taylor as her dower estate. And that by the Oaths of Andrew H. McCampbell Albert S. Chapman & Benjamin A. Fay partition be made of Said lands Subject to the Said dower estate in the following proportions to wit. To the Said Samuel H. Carson & Jane A. Carson his wife One half part and to the Said John R. Taylor one half part. And it is further Ordered that the Sheriff return his proceedings in the premises forthwith. And thereupon the following Writ of Partition & Dower was issued by the Clerk of Said which reads in the words following to wit,

The State of Ohio Union County ss To the Sheriff of Said County Greeting, We Command you that without delay by the Oaths of Andrew H. McCampbell Albert S. Chapman & Benjamin A. Fay you cause to be set off & Assigned to Eliza Ellen Taylor widow of William Taylor late of Said County deceased one full equal third part of the real estate herein after described: And in like manner by the like Oaths of the Same men you cause partition to be made of the following real estate Situate in Said County - being part of Survey No 5166 bounded as follows to wit. Beginning at a large red oak & hickory northwesterly corner to a tract of land part of Same Survey Sold to Mary Smith & Wm Wilson thence with their line N 53° E 246 poles to a red elm black haw & ash their N. E. corner - thence N 37° W 107 poles to a black ash thence S 53 W 136 poles to a Stake thence N 37° W 90 poles to a Stake thence S 54½° W 110 to 3 Sugar trees thence S 37° E 197 poles to the beginning containing two hundred & twenty (220) acres more or less. Subject to Said dower among the persons named herein and in the following proportions to wit.

To Samuel H. Carson & Jane A. Carson his wife One half (½) part

To the Said John R. Taylor the One half (½) part.

In pursuance of an Order lately made in Our Court of Common Pleas within & for Said County of Union in a certain petition for partition & Dower wherein the Said Samuel H. Carson & Jane A Carson his wife are Petitioners and John R. Taylor & Eliza E. Taylor are respondents and that your proceedings in the premises you distinctly certify under your hand to our Said Court forthwith Witness my name & the Seal of the Court of Common Pleas at the Court House in Marysville this 14th day of January A.D. 1870 Taber Randall Clerk

(L.S.)

Sheriff's Return. As Commanded by the forgoing Writ of Partition & Dower I have executed the Same by the Oaths of Albert S. Chapman B. A. Fay & Andrew H. McCampbell causing Dower to be assigned to Eliza E. Taylor widow of Wm Taylor deceased & partition to be made of the premises in Said Writ described, all of which will more fully appear by reference to the Report of Said Commissioners herewith returned. Given under my hand this 22d day of Jany. A.D. 1870. Fees $ 5.15

Robert Sharp Sheriff

Samuel H. Carson & wife vs John R. Taylor et als } Court of Common Pleas. Union County. In Partition & Dower. } Com. Report.

According to the Writ of Partition & Dower in this case issued & on Call of the Sheriff of Said County we the undersigned Commissioners after being first duly Sworn and upon actual view of the premises do Set off & assign to the Said Eliza Ellen Taylor as her dower estate in Said lands in Said petition described the following tract to wit. Lot No. 1. Eliza Ellen Taylor Dower, Description Beginning at an ash at the North East corner of the premises in the Writ

described. thence with the northerly line of said premises S 54½ W 92 88/100 poles to a stake in the center of the Marysville & California road thence S 52° E 31 48/100 poles with the center of said road to a stake thence S 39° W 24 poles to a stake thence S 52° E 18 poles to a stake thence N E 24 poles to a stake in the center of said road thence thence with the center of said S 52° E 58½ poles to a stake in the Southerly line of said premises. thence with said line N 54 3/4° E 61½ poles to a stake & ash at the South easterly corner of said premises thence with the easterly line thereof N 35½° W 103½ poles to the beginning containing fifty acres. Also a tract of wood land containing nineteen acres. Beginning at a stake in one of northerly lines of said estate & Northwesterly corner to a tract of 28 acres assigned to John R. Taylor thence with his line S 35½ E 90 4/10 poles to his S. W corner thence S 57¼ W 33 7/10 poles to a stake corner to Samuel & Jane A. Carson's lot thence with one of their lines N 35½° W 90 4/10 poles to a stake in the first mentioned line thence with said line N 57¼° E 33 7/10 poles to the beginning.

No 2 Description of Lot No. 2 Assigned to John R. Taylor,

1st Beginning at a Stone with pieces of rock under it at the Southwest corner of the premises described in the writ thence with the Southerly line thereof N 54 3/4° E 184½ poles to a stake in the center of the Marysville & California road thence with the center of said road N 52° W 47½ poles to a stake thence S 54 3/4° W 171 poles to a stake in the westerly line of said premises thence with said line S 35½ E 45 poles to the beginning containing fifty acres,

2d Also Twenty eight acres of wood land — Beginning at a stake & stone one of the Orginal corners of the tract & corner to J. M. Dodges land. Thence with Dodges line N 35½° W 90 4/10 poles to a stake. Thence with another of Dodges lines S 57¼° W 49 52/100 poles to a stake thence S 35½° E 90 4/10 poles to a stake thence N 57¼° E 49 52/100 poles to the beginning

Lot No. 3 Description of lot No. 3. Assigned to Sam'l H. & Jane A. Carson.

Beginning at a stake in the center of the Marysville & California road & in the northerly line of the premises in the writ described thence with the center of said road S 52° E. 60½ poles to a stake corner to lot No 2d thence with a line of said lot S 54 3/4° W 171½ poles to a stake Another to said lot & in the westerly line of said premises thence with said line N 35½° W 15 3 poles to 3 Sugar Trees Northwest corner of said Estate — thence N 57¼ E 25 8/10 poles to a stake corner to the Dower wood lot thence with a line of said lot S 35½ E 90 4/10 poles to a stake corner to said lot thence N 57½° E 83½ poles to a stake & Stone one of the Original corners of said premises in said writ described thence with one of the lines thereof N 54½° E 43½ poles to the beginning — Except the Orchard assigned to Eliza Ellen Taylor & described in Lot No 1. And also a lane along the last two lines mentioned two poles wide and to extend past the first corner from the road of the Dower wood lot so far that Sufficient passway may all times may be had to said Dower wood lot — Said lot to contain 73 acres more or less.

And the Commissioners further say that for making the divisions between the lots of John R. Taylor & Samuel H. Carson & for extending from the road back to the westerly line a Sufficient number of the rails now used for fields shall be taken to make a good and Sufficient lawful fence.

Afterwards On the 22d day of January 1870 the following Entry was made in said journal viz

Samuel H. Carson & Jane A. Carson
vs
John R. Taylor & Eliza E. Taylor } Partition.

On Motion to the Court by Robinson & Piper Counsel for the petitioners & upon producing the proceedings of the Sheriff & also the report & proceedings of the Commissioners

herein before Appointed & the Same being examined & found in all respects correct,
It is Ordered that Said proceedings & Report be & the Same are herby Approved & Confirmed and that the Said Widow Eliza Ellen Taylor hold her said Dower in Said premises So Set Off & Assigned to her
And that the Said Jane A. Carson wife of Said Samuel H. Carson hold in Severally the Share Set off & Assigned them by Said Commissioners And that Said John R. Taylor hold in Severally the Shar Set off & Assigned to him by Said Commissioners
And it is further Ordered that the Costs of this action including a Counsel fee to Robinson & Piper of $120 be paid by the Said parties in the following proportions to wit, the Said Samuel H. Carson the four Ninths part — the Said John R. Taylor the four ninths part thereof And the Said Eliza Ellen Taylor the One ninth part thereof

Taber Randall Clerk

John G. Silver vs William H. Silver et.als
In the Pleas before his Honor J.S. Conklin Presiding Judge
At a Court of Common Pleas began held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 14th day of January 1870. Heretofore on the 6th day of July 1869 the following Petition was filed with the Clerk of Said Court to wit.

John G. Silver Plff
against
Wm H. Silver Arthur D.H. Silver & Ann Silver Defts

Court of Common Pleas
Union County Ohio
Petition for Partition.

The Said plaintiff John G. Silver of Columbus Franklin County Ohio Says he is the Owner in fee Simple of the undivided one third of the Real estate herein after mentioned Situate in the County of Union & State of Ohio and in Survey No. 10971 Being bounded as follows Viz
1st Lot Bounded on the east by the Kenton & Marysville State road On the west by the Survey line On the South by the 127 acre lot of John G. Silver and on the North by the Survey line containing about 133 acres
2d Lot bounded on the west by Said Marysville & Kenton road on the South by the D.L. Webster land & on the north & east by the Survey lines and containing 250 acres
That Wm H. Silver of Said Columbus aged 19 years & Arthur D.H. Silver of Said City of Columbus aged 11 years are also each the owner of the One third of Said real estate & tenants in common with petitioner in Said lands,
That Ann Silver widow of David H. Silver dec'd has the right of dower in Said lands & resides in Said City of Columbus Ohio
Your Petitioner being desirous of holding his Share of Said lands in Severalty asks the Court to make partition of Said lands & in case the Same cannot be divided without manifest injury that the Same be Sold according to law for their benefit

Robinsons & Piper Attys for Plff.

The State of Ohio Union County S.S. I John G. Silver being duly sworn Say the Sevral allegations of the foregoing petition are true as I believe

John G. Silver

Sworn to before me and Signed in my presence this 6th day of July 1869

Taber Randall Clerk

Notice to Defts.

Cmd on the 20th of September 1869 the following Notice & Servic was filed with said Clerk to wit,
"To Wm H. Silver Arthur D. H. Silver & Ann Silver — The undersigned John G. Silver has filed his petition in the Court of Common Pleas of Union County Ohio - Against you asking an Order of said Court for partition of the real estate Situate in the said County of Union in which said John G. Silver Wm H. Silver & Arthur D. H. Silver are each the owner of one third Subject to the dower right of said Ann Silver - Said lands being part of Survy No. 10911 & discribed as follows.
1st Lot - bounded on the east by the Marysville & Kenton State road on the west by the Survy line on the South by the 127 acre lot of John G. Silver and on the north by the Survy line containing 133 acres
2d Lot - bounded on the west by said road on the South by the D. C. Websters land & on the east & North by the Survy lines containing about 241 acres.
Application will be made to said Court for an Order of partition on the first day of the next Term of said Court - Viz. Sept. 20th 1869
July 6th 1869 John G. Silver
I acknowledge Servic of the within Notice & hereby consent that said lands be divided without setting off my Dower & in case the lands shall be Sold I authorize this Sale clear of my Dower — Witness my hand and Seal this 15th
day of July 1869 Ann Silver
I acknowlege having Served this Notice on Ann Silver. Wm H. Silver and Arthur D. H. Silver John G. Silver
Afterwards on said 20th day of September 1869 the following Entry was made in the Journal of said Court which reads in the words as follows to wit,

John G. Silver
vs
Wm H. Silver Arthur D. H. Silver and Ann Silver

Partition

This cause came on to be heard upon the Petition. On Consideration whereof it appearing to the Satisfaction of the Court that due Notice hath been given more than forty days previous to the present time, of the pendency and demand of said petition as required by law And that the demandant hath a legal right and estate in the premises discribed in said petition & as therein set forth And it appearing that said Ann Silver waives her right of Dower in the aforesaid premises and no Sufficient reason appearing why partition Should not be made It is Ordered that by the Oaths of B. A. Fay. John W. Foreman and Samuel Sherwood prudicious freeholders of the Vicinity that partition be made of said lands in the following proportions to wit.
To John G. Silver one third (1/3) To William H. Silver one third (1/3) & To Arthur D. H. Silver One third (1/3)
And it is further Ordered that a Writ of partition issue to the Sheriff of Union County commanding to cause said partition to be made accordingly
And thereupon a Writ of Partition was issued by the Clerk of said Court which reads to wit
The State of Ohio Union County S.S. To the Sheriff of said County Greting.
We command you that without delay by the Oaths of B. A. Fay Samuel Sherwood John W. Foreman you cause partition to be made of the following real estate Situate in said County of Union in Survy No. 10911 bounded & discribed as follows to wit. 1st Lot bounded on the east by the Marysville & Kenton State road. on the west by the Survy line on the South by the 127 acre lot of John G. Silver & on the North by the Survy line containing about 133 acres —

2d Lot bounded on the west by said Kenton & Marysville road, On the South by the D. G. Webster land & On the north & east by the Survey lines & containing about 24 1/4 acres, among the persons named herein and in the following proportions to wit, To John G. Silver one equal one third (1/3) part To William H. Silver One equal One third (1/3) part. To Arthur D. H. Silver One third (1/3) part

In pursuance of an Order lately made in Our Court of Common Pleas within for the said County of Union in a certain Petition for Partition wherein the said John G. Silver is Petitioner and William H. Silver, Arthur D. H. Silver & Ann Silver are respondents, & that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith

Witness my name & the Seal of the Court of Common Pleas at the Court House in Marysville this 24th day of September A.D. 1869 Taber Randall Clerk

Sheriffs Return. As commanded by the foregoing Writ of Partition. I have executed the Same by the Oaths of B. A. Fay & Jacob P. Norris and the said Commissioners being of the Opinion that the said premises cannot be divided without manifest injury I have caused the Same to be appraised: all of which will more fully appear by reference to the Report of the said Commissioners herewith returned. Given under my hand this 25th day of September A.D. 1869 fees $8.85 Robert Sharp Sheriff

John G. Silver vs Wm H. Silver et als } Union Commons Pleas Union County. In Partition, Commissioners Repat.

According to the command of the Writ of Partition in this case issued & on Call of the Sheriff of this County We the undersigned Commissioners after being first duly Sworn and upon actual view of the premises we are of the opinion that the said lands cannot be divided without manifest injury and we do estimate the value of the Same as follows viz. The Lot first described in said writ at Thirty two dollars ($33 00) per acre & the Second lot at twenty two ($22 00) dollars per acre Given under of hands. B. A. Fay, S. Sherwood & Jacob P. Norris } Commissioners

this 25th day of September A.D. 1869

And on the 27th day of September 1869 the following Entry was in the Journal of said Court to wit

John G. Silver vs William H. Silver et. als } In Partition.

On Motion to the Court by Counsel for the Petitioner & upon producing the return of the Sheriff & the Report of the Commissioners heretofore appointed & the Same having been examined by the Court & found in all respects Correct & in conformity to law. It is hereby Ordered that said report & proceedings be & the Same are hereby approved & confirmed & thereupon neither of said parties electing to take said premises at the said Valuation it is Ordered that the said premises be Sold at public Sale by the said Sheriff of said County of Union according to law and that he return his doings in the premises to the next term of this Court to which time this action is continued.

And thereupon the following Order of Sale was issued by the Clerk of said Court viz

The State of Ohio Union County SS. To the Sheriff of said County Greeting

In pursuance of an Order of our Court of Common Pleas within & for the County of Union at the September Term A.D. 1869 in a certain petition for partition now pending in said Court, wherein John G. Silver is petitioner & Wm H. Silver Arthur D. H. Silver & Ann Silver are respondents. We command you that without delay you proceed to Sell at public auction the lands & tenements in said petition described to wit. Part of Survey No. 10971.

1st Lot. bounded on the east by the Kenton & Marysville State road. On the west by the Survey line On the South by the 127 acre lot of John G. Silver & on the North by the Survey line, containing about 133 acres

2d Lot boundes on the west by said Kenton & Marysville road, On the South by the D.C. Webster land and on the North & east by the Survey lines & containing about 241 3/4 acres.
Appraised Lot No. 1st at $33 per acre Lot No 2d at $22 per acre. and that you proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then there this writ. Witness My hand & the Seal of the said Court at Marysville this 16th day of October A.D. 1869 Taber Randall Clerk
Sheriff's Return. As commanded by this writ I have caused the lands & tenements herein described to be duly advertised for thirty days next preceding the day of Sale in the Marysville Tribune a newspaper printed & in general circulation in Union County Ohio and on the 22d day of November A.D. 1869 at one O'clock P. M. on said day at the door of the Court House in said County I offered for Sale at public auction the lands & tenements described in this writ, and Sold to John G. Silver for the Sum of $22 per acre for Lot No (1) one Lot No (2) two at $14 67 per acre. Whole Amt. of Sale $647241 said Sum being more than two thirds the appraised value & he being the highest and best bidder was declared the purchaser for $5935 Robert Sharp Sheriff

Notice. John G. Silver } Sheriff's
vs } Union Common Pleas.
W. H. Silver et al, als. } By virtue of an Order of Sale to me directed from the Court of Common Pleas of Union County Ohio I shall offer for Sale at the door of the Court House in Marysville on the 22d day of November 1869 at one O'clock P. M. the following described real estate Situate in Union County Ohio being part of Survey No. 10971. 1st Lot. bounded on the east by the Kenton & Marysville State road on the west by the Survey line, on the South by the 127 acre Lot of John G. Silver & On the North by the Survey line. containing 133 acres
2d Lot bounded on the west by Said Kenton & Marysville road; on the South by the D. C. Webster land & on the north & east by the Survey lines & containing about 241 3/4 acres.
Terms One third in hand the balance in two equal annual payments Secured by Mortgage on the premises October 20th 1869 Robert Sharp. Sheriff

The State of Ohio Union County ss I John H. Shearer do make oath that the advertisement of the annexed is a copy was published for more than thirty days previous to the 22d day of November 1869 in the Marysville a newspaper of general circulation within Union County Ohio & of which I am the Editor & proprietor J. H. Shearer
Sworn to and Subscribed before me this 14th day of Jany 1870. Taber Randall Clerk
And on the 14th day of January 1870 the following entry was made in the Journal of said Court to wit

John G. Silver }
vs } Partition,
Wm H. Silver et al, als. } This day came this cause on to be heard on the Motion to Confirm Sales made in pursuance of the Order made in this Cause and the Court being fully advised in the premises do find the proceedings of said Sale are in all respects regular & lawful
It is therefore Considered Ordered & Adjudged by the Court that said Sale proceedings be & they are hereby approved & confirmed & the Said Sheriff of this County is hereby authorised to execute & deliver to said purchaser a deed in fee Simple on his Securing to the defendants Wm H. Silver & Arthur D. H. Silver their full Share of the purchase Money according to the former Order of this Court. And it is further Ordered that Out of the purchase money the Sheriff pay the costs of this proceeding including an Attorney fee of $114 00 to Robinson & Piper And the balance he pay one third to the purchaser

And One third to Wm H. Silver & to Arthur D. H. Silver One third. And it is further Ordered that the Dower claim of Ann Silver be forever barred She having filed her written request to that effect

Taber Randall Clerk

Thomas C. Hamilton By &c
vs
John S. Hamilton & others

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 22d day of January A.D. 1870. Heretofore on 24th day of August 1869 the following Petition was filed with the Clerk of said Court which reads. to wit,

Thomas C. Hamilton a Minor by M. C. Lawrence his Guardian Plaintiff
vs
John S. Hamilton. Wm B. Hamilton Louisa A. Hamilton Carrie Hamilton Laura C. Randall & Wm M. Randall her husband Defendants

Court of Common Pleas of Union County Ohio
Petition.

Petition

Your petitioner M. C. Lawrence as Guardian of T. C. Hamilton a Minor — Now Comes and Says that he is the Guardian duly appointed & qualified by the Probate Court of Union County Ohio of Thomas C. Hamilton a minor who will be 21 years of age on the 18th day of July A.D. 1870 — He further Says that on the 22d day of December 1869 (1867) C. S. Hamilton of the County of Union Ohio departed this life leaving the said Thomas C. Hamilton John S. Wm B. Louisa A. & Carrie Hamilton minors & Laura C. Randall wife of Wm M. Randall of said County his Children heirs at law & devisees. He further Says that C. S. Hamilton previous to his death to. wit On the 23d day of September 1867 at said County of Union made & published his last Will & Testament in writing — which was duly admitted to Probate in the Probate Court in & for said County. On the 31st day of December 1867 and reads as follows to wit. " Humbly acknowledging my many obligations to God for many blessings enjoyed. I Cornelius S. Hamilton do make and publish this my last & testament

Copy C. S. Hamilton's Will. Devise to Th. C. Hamilton. Conditions of Devise to Thos C.

I give & bequeath to my son Thomas C. Hamilton so much of the Homestead as is here described. Beginning at a point in the Bellefontaine road fifteen feet west of the west row of apple trees so that a line parallel with said row of apple trees will run fifteen feet west of said row of apple trees to the Southwest corner tree of said apple Orchard thence parallel to the west line of my land & the line of Mr. Park to the South line of my land thence with the same to the corner of Bolkins: thence with his line and the same direction thereof to the Center of the Bellefontaine road: thence with the [illegible] to the beginning But on this condition that he shall not dispose of the same until my youngest child is of the age of twenty years or is married & further that he shall let the children all live with him in the house until each arrives at the age of twenty years or is married the two little girls Louisa Alice & Carrie he shall board without charge — they working as members of his family but to have ample opportunity to go to School — If the boys John S. & William B. go to work for themselves he shall be required to let them live in his family.

I give and bequeath to the said Thomas C. to be preserved by him in the family homestead. all my Miscellaneous books & all my pictures but he make such division of them as he may deem proper & I hope he will so divide them that

each Shall (have) Some of the family Mementoes,

I give and bequeath to my Son John S. the tract of land of near two hundred acres lying adjacent to D. G. Cross, On the North Side Subject to the Conditions herein after expressed

Donna Co Wm B.

I give and bequeath to my Son William B. One half of my intrest in the "Union Block"

Donna O

Thos G. in trust for Laura E. Hamm

I give and bequeath to my Son Thomas G. in trust for the use of my daughter Laura Elizabeth the One half of, (my intrest in) the Union Block, But under the Conditions & limitations. The income therefrom he Shall invest in National Bonds or other Safe investment. If my Said daughter Shall be divorced or be deserted by her Said husband or Shall become a widow then he Shall pay the income to her for her maintainance. If he deems proper he may from the proceeds of said investment or from the rents received from Said Block buy her a home,

My intention is that in case She Shall be deserted by her Said husband (which expect) or Shall be divorced or Shall become a widow. then She Shall receive from Said Thomas G. as Such Truste from time as often as twice a year all the income from Said rents & the income from any portion of Said rents that may be invested before She be deserted or divorced. Or becomes a widow. But in case She is not deserted by her Said husband nor divorced nor becomes a widow, then on her death all the accumulations from Said rents invested and the One half of the Block aforsaid Shall go to my Surviving Children (and if any die leaving children) & their descendants the children of Laura G. to be included. Any two horse team & two horse waggon and all farming utensil I may have at the time of my death, and all Milch Cows & Hogs I give and bequeath to my Son Thomas G. All my other real estate I give and bequeath in equal parts to my two daughters ~~Louisa~~ Alice & Carrie. In case of the death of Said Thomas G. John S. William B. Louisa Alice or Carrie, or in case of the death of More than One of them, before this will takes effect I desire that the Survivor or Survivors Shall take Share or Shares of Such deceased ones, Share & Share alike All personal property & effects I may have after paying my debts I give & bequeath to my Son Thomas G. John S. William B. Louisa Alice & Carrie or the Survivors of them except furniture which I give to Thomas G.

This will is made on the Supposition that my personal effects will pay all my debts if it Should prove not to be So, then it is my will that my debts to the extent not paid by my personal property Shall be paid out of my Real property according to the valuation here fixed to wit, the value of Said real estate to be Scored at a total value of $20,000. to be apportioned thus. Thomas G. $5,500.00 John S. $4,500.00 William B. $3,000.00 Thomas G. as Truste of Laura E. $3,000.00 Louisa Alice $2,500.00 Carrie $2,500.00 I explain here that the portion to Thomas G. may Seem large but as it consists mainly I deem all that he ought to be charged to (be) charged with On account of it, and no more than he ought to have. Indeed if it were not that his mother leaves to him the One half of the farm over the Creek I would leave him more. I make this Will in Order to protect my family in case of my death against trouble from the husband of my daughter Laura Elizabeth whom I regard as a very Mercenary bad man capable of any thing mean & criminal. I Constitute my Son Thomas G. Executor of this my last will & testament and empower him to Settle all claims in my behalf or against me just as I might or could in my lifetime and I empower him to make Sale of Such portions of the Said real estate or Such interest therein as may be necessary to pay my debts either at public

Or private Sale and to make deeds to purchasers without applying to any Court for authority to do the Same - I desire that there Shall be no appraisement of my personal property and that my Executor Shall Sell the Same as he may deem best at either public or private Sale - The bequests to Thomas C. & John S. are Subject to this Condition - Said Thomas C. & John S. Shall each Contribute fifty dollars within two years after my death to put up at my grave a Suitable monument on which Shall be put this inscription "Cornelius S. Hamilton Born January 2d 1821 Died 18 "He hoped for immortality through Christ"

In case my Son Thomas C. Shall not qualify then I authorize any one to act in his Stead whom Said Court may appoint and Such person to have all the powers which are here Specially conferred on my Said Son Thomas C. Hamilton,

In making this will I am guided by my deliberate judgement and in no Sense or degree by any ill feeling towards any of my children and if the provisions seems to any of them unequal it is explained by this, that I believe it would be bad policy to Sell the real estate and I can make no other division of it, my two little daughters Louisa Alice and Carrie I commend to the Kind care of their brothers and especially of their brothers John S. & Thomas C. William S. I desire to be educated taking a thorough Course of Scientific Study but not learning the Greek, Latin & Hebrew And I advise him to Study Law,

In testimony whereof I hereunto Set my hand and Seal this 23d day of September 1867 (Signed) Cornelius S. Hamilton

Signed by Cornelius S. Hamilton as his last will & testament in our presence and Signed by us in his presence and at his request the day and year above written"

(Signed) John H. Shear"
Joseph W. Lawrence"

The Said Thomas C. Hamilton by virtue of Said last will & testament is the devisee in fee Simple of the following real estate in Said County and in the Town of Marysville to wit. Part of Survey No. 3354. Beginning at a Stone in the Centre of Center Street. S.E. corner to land conveyed by John Guthrie to Levi Longbrake thence with the Center of Said Street N 88° W 19 60/100 poles to a Stake thence Continuing with Said Street N 74¼° W 5 40/100 poles Corner to land willed to Carrie & Louisa C. Hamilton, thence with their easterly line fifteen feet west of the west row of Apple trees S 1° W 19 48/100 poles to a Stone 15 feet westerly of the S.W. apple tree in the apple Orchard thence S 8° E 38 60/100 poles to a Stone in the north line of land formerly owned by Adam Wolford. thence with Said line N 82½° E. 27 48/100 poles to a Stake & Stone S.W. Corner to J.G. Watkins thence N 8° W with Said Watkins line passing his corner continuing the Same Course 52 40/100 poles to the beginning containing nine (9) acres & 30 poles more or less — as Surveyed by A.S. Money June 11th 1869 which real estate the Said Thomas C. Hamilton holds Subject to the Conditions & limitation in Said will expressed to wit, that he Shall not Sell until the youngest child is twenty years of age or is married that he furnish a home for and & maintain the two little girls Louisa Alice & Carrie and that he Shall furnish $250 in two years from his fathers decease for the purpose of purchasing a tomb Stone

He further Says that the personal property devised to Said Thomas C. was taken by J.W. Robinson the administrator with the will annexed & Sold as assets of the estate — and that the probability is that there will not be any thing arising from the personal estate to be distributed after paying the debts of said descedent and that Said Thomas C. has no property

whatever, except the real estate so devised to him - the family pictures & the Miscellaneous library - He further that at the time the said C. S. Hamilton died made his said last will & testament his then wife Louisa B. Hamilton also made her will & testament in which she gave & ~~bequeathed~~ devised to said Thomas C. the one half of the farm then owned by said C. S. & Louisa B. Hamilton lying north of the Town of Marysville containing 72 acres which was then & still is a valuable & very productive piece of land and that said will was in existence was revoked at the death of said C. S. Hamilton, but the said Louisa B. Hamilton afterwards to wit on the day of May 1868 made another last will & testament whereby the former was revoked - in which last will She devised an interest of $1000 to Louisa A. & Carrie Hamilton in her said land & the residue of her half amounting to $2600 in Value to Laura C. Randall.

He further says that it was the intention & expectation of the said C. S. Hamilton dec'd. that said Thomas C. would have his Mothers interest in said land & that he would have the Control of the other half which C. S. Hamilton had devised to the little girls Louisa A. & Carrie as a means whereby to support himself this said two Sisters But he says that by reason of the personal property devised to him being taken by the Administrator and by the change made in the will of said Mother Louisa B. Hamilton he is rendered wholly unable to take care of & Maintain the said Louisa A. & Carrie as was contimplated & directed by said C. S. Hamilton in his said will.

He further says that the real estate so willed to Thomas C. is unproductive and would only have furnished a home for the said Thomas C. & the other children said real estate is of the probable value of $5000. & is fine improved - It will rent for only about $200 per year - the taxes, insurance & ordinary repairs will amount to about $130 per annum So that the rights of the little girls Louisa A. & Carrie to make their home there & be maintained by the said Thomas C. is reduced to a mere right which cannot be enjoyed or exercised by them. and the limitation or Condition as to Sale by said Thomas C. of the real estate so devised to him is now a damage to him and no benefit results therefrom to any one else - He further says that said Thomas C. has not the means to enable him to Comply with the condition in the will relative to the erection of a Tombstone at the grave of his father.

He further says that Geo. B. Hamilton of Union County Ohio is the Guardian of John S. Hamilton and that Horatio C. Hamilton is the Guardian of Wm B. Louisa A. & Carrie Hamilton both of whom have been duly appointed & qualified by the Probate Court of said Union County - that his brothers and Sisters all reside in Union County except Louisa A. who now resides with her Uncle John W. Hamilton in Columbus Ohio,

Your petitioner therefore asks that said John S. Wm B. Louisa A. & Carrie Hamilton - and Laura C. Randall - Children of said C. S. Hamilton having the next estate of inheritance in said premises so willed to Thomas C. Hamilton together with Wm M. Randall husband of said Laura C. be made parties defendants to this petition, that the lands so willed to Thomas C. Hamilton may be Ordered to be Sold without condition or qualification as to reinvestment and the several rights of the above named defendants may be adjusted & that they may be paid out of the purchase money whatever in equity & good conscience may be right in lieu of maintainance & support which they were to receive from said Thomas C. Hamilton Or if this cannot be done then your petitioner asks that said lands

may be Ordered to be Sold under the Acts in relation to entailments & the proceeds be Ordered to be reinvested in Other lands upon the Same conditions & limitations as the Said Thomas b Hamilton now holds the above discribed lands under the will of his father And Such Further relief &c

M.b. Laurence Guardian of Thomas b. Hamilton –

The State of Ohio Union County ss. I M.b. Laurence Guardian of Thos b. Hamilton a Minor being Sworn Say the Several Statements & allegations in the foregoing Petition are true as I verily believe M.b. Laurence

Sworn to by M.b. Laurence before me & Signed by him in my presence this 24th day of August 1869 Taber Randall Clerk

Afterwards the following Notice was filed the Clerk of Said Court which reads to wit,

To Wm M. Randall & Laura b. Randall his wife – You are hereby informed that I by my Guardian M.b. Laurence have filed a Petition in the Court of Common Pleas of Union County Ohio for the Sale &c of the real estate willed to me by my father b.S. Hamilton – and I shall in pursuance of the prayer of said petition on the first day of the September term 1869 of Said Court to wit. on the 20th day of September 1869 Or as Soon thereafter as Counsel can be heard ask for an Order for the Sale of Said real estate to wit part of the homestead of the Said b.S. Hamilton deed which he willed to Said Thos b. Hamilton – it being about nine & 30/100 acres on the South side of Center Street in the Western part of Marysville including the residence — I will further ask that the Same may be Sold without Condition or limitation as to reinvestment and if that cannot be done I will ask for Sale & reinvestment under the acts in relation to entailments.

August 30th 1869 Thos b. Hamilton by M.b. Laurence his Guardian

The State of Ohio Union County ss I. M.b. Laurence being duly Sworn say that On the 4th day of September 1869 I Served personally the within named Wm M. Randall & Laura b. Randall by delivering to each of them a true Copy of the within Notice M.b. Laurence

Sworn to by M.b. Laurence before me & Signed by him in my presence this 4th day of September 1869 Taber Randall Clerk

Afterwards on the fourth day of September the following answer was filed with said Clerk

Thomas b. Hamilton by M.b. Laurence his Guardian Plaintiff } In Union Com. Pleas.
vs } Answer,
John S. Hamilton Et. als Defendants }

Horatio b. Hamilton as Guardian of Wm B. Hamilton Louisa A. Hamilton & Carrie Hamilton now comes and Says that he is the Guardian of Said Wm B. Louisa A. & Carrie Hamilton duly appointed by the Probate Court of Union County Ohio & qualified.

He further Says that he cannot deny the allegations contained in the petition in this case filed – but on the Contrary he believes the allegations to be true.

He further Says that he consents to the Sale of the real estate mentioned in the petition as advised to Said Thomas b. Hamilton & hereby gives assent to the Same in the place of Her his Said Wards William B. Hamilton Louisa A. Hamilton & Carrie Hamilton and asks that their interests be protected by the Court September 1st 1869 H. b Hamilton

Afterwards on the Sixth day of September A.D. 1869 the following answer of George B. Hamilton was filed with the Clerk of Said Court which reads as follows to wit,

Thomas L. Hamilton By &c Plaintiff
vs
John S. Hamilton Et als Defendants } In Union Com. Pleas
Answer

George B. Hamilton as Guardian of John S. Hamilton now comes and says that he is the guardian of said John S. Hamilton duly appointed by the Probate Court of Union County Ohio and qualified. He further says that he cannot deny the allegations in the petition in this case filed - but on the contrary he believes the allegations to be true.

He further says that he consents to the Sale of the real estate mentioned in the petition as devised to said Thomas L. Hamilton - and hereby gives assent to the same in the place of and for his said Ward John S. Hamilton and asks that his interest be protected by the Court. September 6th 1869 G. B. Hamilton

Afterwards on the 2d day of October 1869 the following Entry was made in the Journal of said Court which reads in the words as follows to wit,

Thos L. Hamilton a Minor by M. L. Laurence his Guardian Plff } In Union Com. Pleas
vs
John S. Hamilton Et als Defendants } Journal Entry

This day this cause came on to be heard upon the petition of the pleintiff and the Answers of the Guardians of the Minor Children defendants - the said Laura L. Randall & Wm M. Randall the other other defendants being in default and this cause was submitted to the Court upon consideration whereof it appearing to the Court that the said Thomas L. Hamilton has a qualified or Conditional estate in the premises Sought to be sold And it further appearing to the Court by Satisfactory proof that the Sale of the real estate in the petition mentioned would be for the benefit of the said Thomas L. Hamilton and that the Sale of the same would do no substantial injury to the defendants herein who have estate in Succession or expectancy upon the determination of the estate of the said Thomas L. Hamilton.

It is therefore Considered Ordered & Adjudged and decreed by the Court that the said lands be Sold in the same manner ~~that~~ as Sales are made upon judgments at Law and for that purpose George B. Hamilton and M. L. Laurence are hereby appointed as Trustees with authority to have the same appraised advertised & Sold upon the following terms to wit. One third in hand the balance in two equal annual installments with interest Secured by Mortgage on the premises. And they are further Authorised to divide said real estate into two or more parcels and to Sell the same Separately if they Shall deem it best So to do And for a report of the proceedings herein this Cause is Continued.

Afterwards the following Order of Sale was issued by the Clerk of said Court to wit

The State of Ohio Union County Ss. } To M. L. Laurence & George B. Hamilton Trustees &c.

Whereas on the 2d day of October of the September Term A.D. 1869 of the Court of Common Pleas for said County of Union in a Cause in said Court pending wherein Thomas L. Hamilton a Minor by M. L. Laurence his Guardian is petitioner and John S. Hamilton & others are respondents - You are commanded to appraise advertise and Sell the lands & Tenements in said petition described to wit.

Part of Survey No. 3354 Beginning at a Stone in the center of Center Street S. E. corner of land conveyed by John Guthrie to Levi Longbrake. thence with the center of said Street N 88° W 19 60/100 poles to a Stake - thence continuing with the center of said Street N 74½° W 5 40/100 poles to a Stone Corner to Lena Willis to Garrit Louisa A.

Hamilton – thence with with their easterly line 15 feet west of the west row of apple trees S1°W 19 48/100 poles to a Stone 15 feet westerly of the S.W. apple tree in the apple Orchard. thence S 8°E. 3 66/100 poles to a Stone in the north line of land formerly owned by Adam Wolford – thence with said line N 82½E 2 7/100 poles to a Stake & Stone Southwest corner to J.C. Botkin thence N 8°W. with said Botkins line passing his corner & continuing the same course 5 2 40/100 poles to the beginning containing nine acres and thirty poles more or less. And it was further Ordered that the said lands & tenements be Sold upon the following terms to wit. "One third in hand & the balance in two equal annual "installments with interest Secured by Mortgage on the premises" and you are "further "authorised to divide said real estate into two or more parcels & to Sell the same "Separately if you shall deem it best So to do" And that your proceedings in the premises you make Known to our said Court of Common Pleas at their next Term. And have you then there this Writ. Witness my hand & the Seal of Said Court at Marysville this 11th day of December A.D. 1869

(L.S.)

Taber Randall Clerk

Afterwards on the 15th day of January 1870 the following Entry was made in the journal of said Court to wit

Thomas C. Hamilton By &c
vs
John S. Hamilton et.als

Procedings to Sell land under entailment act,

This day on Motion & it appearing to the Court that George B. Hamilton who was appointed one of the Trustees in this case at the last term of this Court declines to serve further as such Trustee. It is Ordered by the Court that M. C. Lawrence act as Sole Trustee in the premises & that he give Bond with Securities to the Satisfaction of the Clerk of this Court in the Sum of Thirteen thousand dollars Conditioned according to law. and thereupon the said M. C. Lawrence gave Bond as required with C. Houston Sam'l McCampbell & P. B. Cole as his Securities

Which said Bond reads in the words & figures as follows to wit.

Know all men by these presents that We M. C. Lawrence C. Houston, Samuel McCampbell & P. B. Cole are held & firmly Bound unto the State of Ohio in the penal Sum of Thirteen Thousand dollars; for the payment of which & truly to be made we hereby bind Ourselves our Executors & Administrators;

The Condition of the above Obligation is Such that Whereas the said M. C. Lawrence was heretofore appointed a Trustee by the Court of Common Pleas of Union County Ohio for the purpose of making Sale of the property willed by C. S. Hamilton dec'd. to Thos C. Hamilton & of Reinvesting the money arising from the Sale under the acts relating to the Sale of conditional & determinable estates

Now if the said M. C. Lawrence shall faithfully perform his duty as such Trustee according to Law & the best of his ability – and abide & perform all orders of the Court and account for & pay over all funds which may come into his hands as such Trustee then this obligation to be void. Otherwise to be & remain in full force & virtue in Law Dated this 15th day of January 1870 M. C. Lawrence (Seal)

C. Houston (Seal) Samuel McCampbell (Seal) P. B. Cole (Seal)

And on the 17th day of January 1870 the Order of Sale was returned endorsed to wit,

To the Court of Common Pleas of Union County Ohio. In obedience to the foregoing Order We have caused the within described property to be Sub-divided into several lots deeming it best So to do & have caused an appraisement to be made of said premises as will more fully appear by the proceedings of the appraisers and plat hereto annexed Jany. 15th 1870

M. C. Lawrence } Trustees
Geo. B. Hamilton }

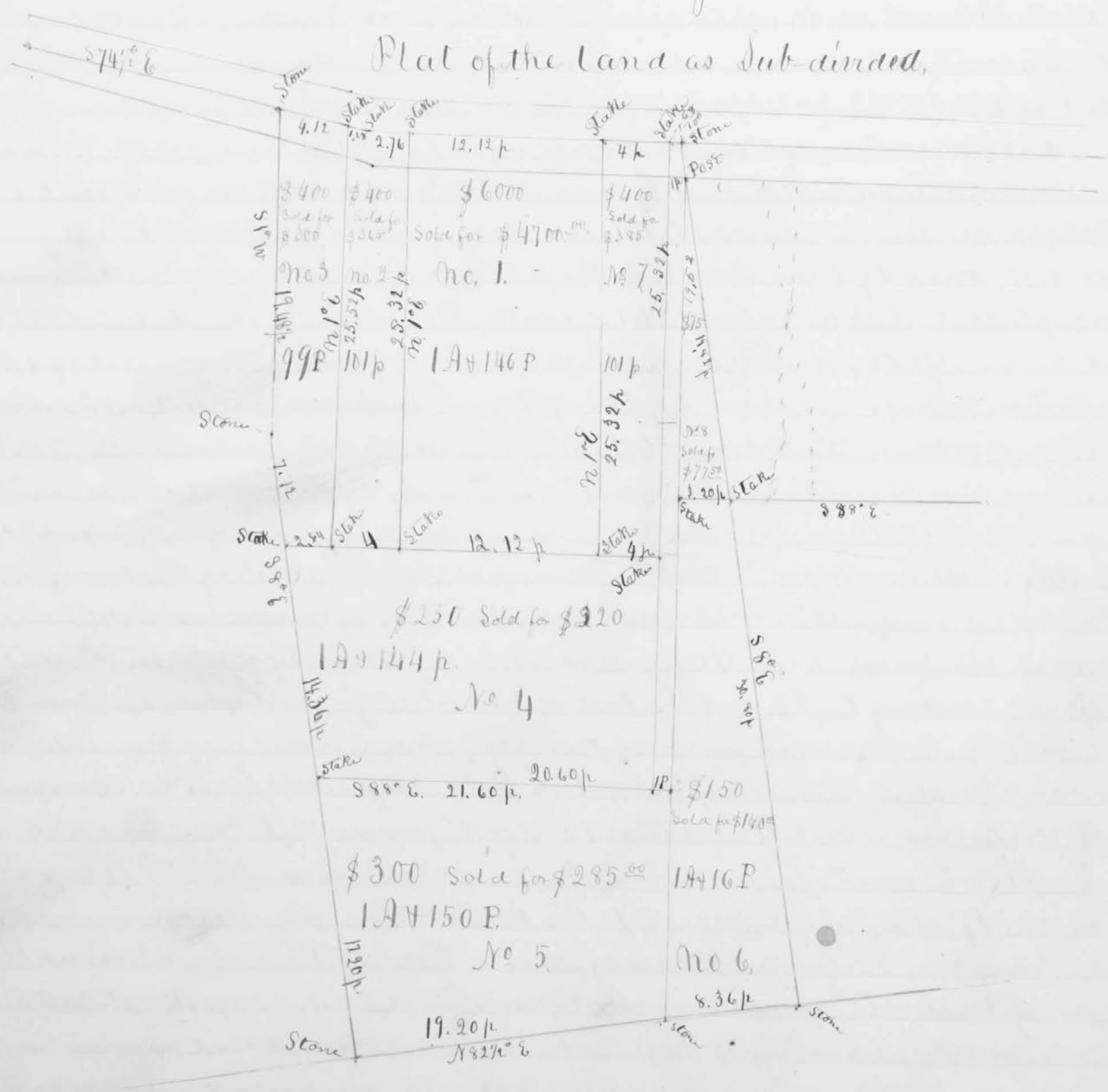
The State of Ohio Union County SS. On this 14th day of January 1870 before me personally appeard James A. Henderson James B. Whelply & Philip Snider three judicious disinterested freeholders Of the Vicinity and made oath that they would upon actual view honestly & impartially appraise the real estate within described which was willed by C. S. Hamilton decd. to Thomas C. Hamilton according to law & the best of their ability Philip Snider
Sworn to by the Said J. A. Henderson J. B. Whelply & Philip Snider before me & Signed by them in my presence this 14th Jany 1870 Jabez Randall Clerk
J. B. Whelply J. A. Henderson } Appraisers

In Obedience to the foregoing Order after being first duly Sworn & upon actual view of the premises in the foregoing Order described as Sub-divided We the undersigned appraisers estamate the value of said real estate, So Sub-divided as follows

Lot No	1	On the Plat we estimate at						$	6000
"	"	2	"	"	"	"	"	$	400
"	"	3	"	"	"	"	"	$	400
"	"	4	"	"	"	"	"	$	250
"	"	5	"	"	"	"	"	$	300
"	"	6	"	"	"	"	"	$	150
"	"	7	"	"	"	"	"	$	400
"	"	8	"	"	"	"	"	$	75

Given under our hands this 14th day of January 1870
Philip Snider J. B. Whelly J. A. Henderson

Plat of the land as Sub-divided.



In pursuance of the foregoing Order of Sale. I gave Notice of Sale in due form of law in the Marysville Tribune a Newspaper printed & in general circulation in Said County of Union & at the time and place mentioned in Said Notice for Sale to wit at the premises on Saturday the 15th day of January 1870 — I offered Said property as Sub divided at public Vendue each piece or parcel being offered Separately & Martha J. Sullington having bid for numbered one (1) on the plat the the Sum of $4700 Cts and She having bid for lot numbered two (2) on the Sum of $365 Cts and She having bid for Lot numbered (4) four the Sum of $220 Cts and S.B. Bolkin having bid for Lot numbered (5) five on the Plat the Sum of $285 Cts And he having bid for Lot numbed Six (6) on the plat the Sum of $140 Cts And Mary J. Barlow having bid for lot numbed Seven (7) the Sum of $385 Cts and Andrew J. Mowry having bid for lot numbed three (3) the Sum of $300 Cts And Rosannah Lawrence having bid for the lot or parcel numbered eight (8) the Sum of $77 50 and those persons being the highest & best bidders for those lots respectively And each of Said bids being more than two thirds of the appraised Value of Such Lots I Struck off And Sold to the Several parties above named the Several lots above mentioned for those Sums of Money respectively with the understanding that the title to the Alley as represented on the plat Should be conveyed to those purchasing along & adjoining Said Alley January 17. 1870 Fees $2 70 Cts M. B. Lawrence Trustee

Notice. Sale of Real estate. By virtue of an Order of the Court of Common Pleas of Union County Ohio On Saturday January 15th 1870 at 1 O'clock P. M. on the premises in Marysville will be Sold to highest bidder the late residence of G.S. Hamilton containing nine acres & thirty poles. Situated on the South side of West center Street in Marysville. It will be divided into lots to Suit purchasers So as to leave more than an acre to be Sold with the residence. including the barn Out houses & part of the Orchard. This is a very desirable property. Terms of Sale One third in hand and balance in one and two years with interest to be Secured by Mortgage on the premises —

Decr. 15th 1869

Geo. B. Hamilton
M. B. Lawrence
} Trustees

The State of Ohio, Union County SS. I John H. Shearer do make Oath that the advertisiment of which the annexed is a copy was published for thirty days prior to the Sale (beginning with December 15th 1869) in the Marysville Tribune a Newspaper of general circulation within Union Co. Ohio & of which I am the Editor & proprietor

J. H. Shearer

Sworn to & Subscribed before me this 17th day of January A.D. 1870 Tabor Rondall Clerk

And afterwards on the 22d day of Jany 1870 the following Entry was made in the Journal of Said ~~Said~~ Court which reads in the words as follows to wit

Thomas B. Hamilton By &c. }
vs }
John S. Hamilton & Others } Guardian & Attorney

Entry

This day came the Said Plaintiff by his and this cause thereupon came on to be further heard upon the report of M. B. Lawrence Trustee in this case. On consideration whereof the Court do find the proceedings of the Said Trustee and the Sale by him made of the lands & tenements in the petition & in his report described to be in all respects in due form of law. and the Court do further find that Said Sale has been fairly conducted & made & that the price Obtained is the reasonable value of the estate Sold. It is therefore ordered adjudged & decreed by the Court. the Trustee assenting thereto that the proceedings and Sale of the Said Trustee be in all things approved & affirmed as to lots numbered in his report of Sale — One & two — four — five — Six & Eight respectively —

And The Said Trustee is hereby authorized & directed to make & deliver to the respective purchasers deeds for the lots or parcels to them So Sold - in fee Simple freed from the Conditions And limitations in the Will of L. S. Hamilton Contained; upon the payment to Said Trustee of the one third of the purchase Money & on the respective purchasers securing the residue by Mortgage on the premises So Sold to them. And the Motion to confirm the Sale is by the Consent of the Trustee and purchasers. Continued as to lots Numbered three & Seven - in the Report of Sale - And for the purpose of making Order as to reinvestment this Cause is Continued

Taber Randall Clerk

Sarah E. Harris
vs
Richard L. Harris

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun And held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 12th day of January 1870.

Heretofore on the 22d day of March A.D. 1870. the following Petition was filed with the Clerk of Said Court which reads in the words & figures as follows to wit,

Sarah E. Harris Plff
against
Richard L. Harris Deft

Court of Common Pleas Union County Ohio
Petition for Divorce

The Plaintiff Says She was on the 12th of March 1863 lawfully intermarried with the defendant in Union County Ohio and continued to be to him a dutiful & obedient wife & in all respects without fault, but the defendant while they lived together was often drunken & cruel towards her in his Conduct & hath never provided for her & hath wilfully Absented himself from her & for the last five years & more without the fault of the plaintiff he hath wilfully absented himself from her & made no provision for her Support but She has ever Since the 16th of June 1863 Supported & maintained herself & hath maintained herself & Supported their only Child Henry E. Harris born Feby 5th 1864 -

Petition

The petitioner Says She now & ever Since the Said Child was born hath had the possession & maintainance of Said Child while the defendant is not a fit person to have him in his custody or care & he threatens to Seize Said child & take him from her possession & do other injuries to this petitioner - petitioner is a bonafide resident of Union County Ohio & has been for more than one year last past

The defendant resides in Said County of Union Ohio

The petitioner asks that She be divorced from her Said husband & that She have the care & education of Said child & the defendant enjoined from any interference with Said Child or this petitioner

Robinsons & Piper Attys for Plff

The State of Ohio }
Union County SS }

I Sarah E. Harris being duly Sworn depose & Say I believe the Allegations of the foregoing petition are true

Sarah E. Harris

Sworn to before me & Signed in my presence this 22d of March 1869 Taber Randall Clerk

And afterwards the following writ of Summons was issued by the Clerk of Said Court to wit.

The State of Ohio Union County SS. To the Sheriff of Union County

Summons

You are Commanded to notify Richard L. Harris that he has been Sued by Sarah E. Harris in the Court of Common Pleas of Union County and that unless he Answer by the 24th day of July A.D. 1869 the petition of the Said

Plaintiff against him filed in the Clerks office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 5th day of July A. D. 1869. Witness Taber Randall Clerk of said Court and the Seal of thereof at Marysville this 26th day of June 1869 Taber Randall Clerk (L.S.)

Sheriff's Return. "Received this writ June 26th 1869 Served Richard L. Harris by delivering a certified Copy of this writ at his place of residence June 29th 1869 Robert Sharp Sheriff"

Afterwards the following Answer was filed with said Clerk which reads as follows to wit.

Sarah E. Harris Plff } Union County. Common Pleas Court.
vs
Richard L. Harris Defl } Answer.

And now comes the said defendant and for answer to plaintiffs petition says that he denies that he was ever drunken while living with said plaintiff as in said petition alleged & denies that he was ever cruel in his conduct toward plaintiff and denies that he ever in any way treated plaintiff cruelly and denies that he has wilfully absented himself from plaintiff for the five years last past or for any time whatever & denies that he ever deserted plaintiff Or absented himself from her & denies that he has ever neglected to provide for her Support & denies that he ever threatened to Seize said child or take him away & denies that he ever threatened to do any injury to plaintiff & defendant denies that plaintiff has been a resident of the State of Ohio for the year last past. and defendant denies that he is not a fit person to have the Care Custody of said child.

And the said defendant by way of cross petition Says that on the 12th day of March 1863 he was lawfully married to plaintiff & that he has always conducted himself towards plaintiff as a Kind & faithful husband. That soon after his marriage with plaintiff he procured a house to live in & removed to said house with said plaintiff and commenced housekeeping together and for a while lived happily with her. That on or about the 20th day of June 1863 plaintiff wilfully & without any just cause or provocation on the part of defendant deserted & abandoned him the said defendant that ever since said 20th day of June 1863 been wilfully absent from said defendant & has wholly neglected & refused to have any intercourse or communication with defendant and has cruelly & unjustly & without fault of defendant refused to permit him to See or care for said child & defendant Says he has often requested plaintiff to let him take said child & provide for its maintainance but plaintiff refused to do so & has ever refused to let defendant See said child or have any part in its maintaince & the plaintiff has kept said child so Secure that defendant could not take the Custody of it without committing a breach of the Peace in so doing but defendant has always been ready able & willing to care & provide for said plaintiff & said child — defendant therefore Charges that said plaintiff has been wilfully absent from him for more than three years last past & that said plaintiff is not a fit person to have the care & control of said child.

And defendant Says he has been a resident of the County of Union & State of Ohio for more than the year last past & is now a bona fide resident of said County of Union & defendant asks that he may be divorced from said plaintiff and that the care & custody of said child be decreed to him

Randall & Cameron Defts Attys

State of Ohio Union County ss. Richard L. Harris the above named defendant being Sworn Says the facts Set forth & allegations made in the answer are as he believes true

Richard L. Harris

Sworn to before me & subscribed in my presence this 5th April 1869 Taber Randall Clerk

Afterwards on the 12th day of January 1870 the following entry was made in the journal of said Court to wit

Sarah E. Harris
vs
Richard L. Harris } Pet. for Divorce

This day came the Said parties by their Attorneys & thereupon this cause came on to be heard upon the petition of the Said plaintiff Answer of the defendant & Testimony & was Argued by Counsel on Consideration whereof the Court find that Said parties were Married as in Said petition is Averred & that the Said defendant was often drunken & cruel towards the plaintiff in his conduct & never provided for the Said plaintiff & willfully Absented himself from the Said plaintiff for the last five years as is Said petition Set forth & Averred

It is therefore Ordered Adjudged & decreed that the Marriage relation heretofore existing between the Same is hereby Set aside & wholly annulled & the Said parties wholly released from the Obligations of the Same. And it is further Ordered that the Custody nurture education & care of the Said Henry E. Harris Six years of age be & the Same is hereby given to the Said petitioner & the Said defendant is hereby forever enjoined from interfering with or disturbing the Said petitioner in the Custody nurture education & care of the Said above named child until the further Order of this Court.

Attest Thos Randall Clerk

Palestine Lodge No. 158 F & A. M.
vs
Benjamin Doughty & Wife } Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within and for the County of Union in the State of Ohio on the 18th day of January 1870. Heretofore on the 7th day of December 1869 the following Petition was filed with the Clerk of Said Court which reads as follows to wit,

Palestine Lodge No. 158 F & A. Masons Plffs
vs
Benjamin Dougherty & Amanda M. Dougherty Defts } Court of Common Pleas Union County Ohio Petition

The Said plaintiff Palestine Lodge No. 158 of Masons duly incorporated by the Laws of Ohio Complain of the defendants on the 7th day of Sept. 1868 made, executed & delivered to John Cassil their deed in fee Simple forever for the lands in Union County Ohio in Survey No 3350 described as follows Beginning at a Stake in the line of land owned by Noah Orr or Adam Brown & corner to a lot of land owned by Michael St John - thence with St Johns line N 80° E. 38 48/100 poles to a Stone in Moses Cox's line - thence with Cox line Now Gilberts line N 10° W 41½ poles to a Stake in Gilberts line thence S 80° W 38 48/100 poles to a Stake in the line of land owned by Aaron Brown then with said Brown's line S 10° E. 41½ poles to the beginning containing 10 acres more or less

The Said deed of Mortgage was duly recorded the 22d of Sept. 1868 in Vol. 6. page 616 & 617 of Record of Mortgages in Said County. The Said deed contained a condition of defeasance if Said defendants should pay their four promissory notes of Said date Sept. 1st 1868 given to John Cassil as follows one for $100 due with interest Sept. 1. 1869 One with interest for $100 due Sept. 1. 1870 & one of $100 due Sept. 1. 1871 & One of $150 due Sept. 1. 1872 - The Said John Cassil in consideration of one hundred dollars to delivered to Said Lodge Said first note mentioned of one

hundred dollars due Sept. 1. 1869 & there is now due Plff from said Benjamin Daughety said sum of One hundred with interest from Sept. 1. 1868 – Said John Cassil has since died and James KinRade is the Administrator of his estate & owns all of the other of said notes –
The plaintiff claims the 1st. lien on said land & asks an Order of foreclosure of the same & for such other relief as Law & equity require. J.W. Robinson Atty. for Plff.
The State of Ohio Union County SS. I James A. Henderson being duly Sworn say the Sevral allegations of the foregoing petition are as he believes true & I am the Treasurer of said Lodge
J.A. Henderson
Sworn to before me & Signed in my presence Decr. 7. 1869 Taber Randall Clerk
James KinRade Admr. of the estate of John Cassil decd. enters his appearance to this action & claims the protection of the Court as to the three last notes to becomg due by said Mortgage as setforth in said petition Decr. 7. 1869 James KinRade Admr
And thereupon the following Summons was issued by the Clerk of said Court which reads to wit,
The State of Ohio Union County S.S. To the Sheriff of Union County. You are commanded to notify Benjamin Daugherty & Amanda M Daugherty that they have been sued by Palestine Lodge No 158. of Masons in the Court of Common Pleas of Union County & that unless they answer by the 8th day of January A.D. 1870 the petition of the said Plaintiff against them filed in the Clerks office of said Court such petition will be taken as true & judgement rendered accordingly. You will make due return of this Summons on the 20th day of December A.D. 1869. Witness Taber Randall Clerk of said Court and Seal thereof at Marysville (L.S.) this 7th day of Decmber A.D. 1869 Taber Randall Clerk
Sheriffs Return. Recd. this writ Decr. 7.th 1869 Served Benjamin Daugherty & Amanda M. Daugherty by delivering to each of them a certified copy of this writ Decemb 10th. 1869 Fees $1.47 Robert Sharp Sheriff
Afterwards On the 18th day of January 1870 the following was made in the Journal of said Court which reads in the words following to wit.

Palestine Lodge No 158 of F & A. Masons
vs.
Benjamin Daugherty and Amanda M Daugherty

This day came the plaintiff by its Attorney & the said defendants having failed to answer or demur to the said petition it is considered that the said plaintiff ought to recover the amount due it by reason of the premises & the Court with the consent of the plaintiff find there is due to said plaintiff from the said defendant on the in the petition setforth the sum of $108.50

It is therefore considered by the Court that the said plaintiff recover of the said Defendant Benjamin Doughty the said sum of One hundred & eight 50/100 so found due as aforesaid with Costs of Suit to be taxed to $

And it is further ordered & adjudged that if the said defendant fail for ten days from the rising of this Court to pay the said plaintiff the said sum of $108.50 so as aforesaid found due with costs of suit that an Order issue to the Sheriff of this County who is hereby appointed Special Master Commissioner for that purpose commanding him to appraise advertise and sell said lands in the petition described & apply the proceeds of sale to the payment of said judgement so as aforesaid rendered. And as to the claim of the Administrator of John Cassil this cause is Continued

Taber Randall Clerk

Johnston E. Phipps
vs
Lucy Phipps

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 20th day of January 1870. Heretofore on the 7th day of August 1869 the following petition was filed with the Clerk of said Court to wit

Johnston E. Phipps Plaintiff
against
Lucy Phipps Defendant

Court of Common Pleas Union County Ohio
Petition.

Petition.

Your petitioner Johnston E. Phipps of said County of Union represents that he has been for the year last past and more a resident of the State of Ohio and is now a bonafide resident of the County of Union. Your petitioner further Shows that on or about the 6th day of October 1857 at Byhalia in the County of Union he was Married to one Lucy Dobbins of the aforesaid County of Union Ohio (whom he prays may be made a party defendants to this petition) And that he had by the said Defendant - William Lewis Phipps aged Seven years - Your petitioner further Shows that the said Lucy Phipps regardless of her marital duties toward the petitioner did on the 2d of June 1864 at the house of George Lamay, Town of Milford in the County of Union & State of Ohio commit adultery with one John Lamay & that Since that time the said Lucy Phipps has left your petitioner & remained willfully absent from him the petitioner for upwards of three years last past that said Lucy Phipps now resides in parts unknown to your petitioner

Your petitioner therefor prays that the said Lucy Phipps may be notified of the filing of this petition according law. that She may be required to Answer the same & that on the final hearing of this cause he may be divorced from the said Lucy Phipps & that the custody of the said Child may be decreed to your petitioner & for Such Other & further relief as the nature of the case & equity may require

Reid Randall & Cameron Pltffs. Attys.

State of Ohio Union County Ss. Johnston E. Phipps being first duly Sworn according to law deposes & Says the facts Stated & allegations in his foregoing petition are true as he verily believes

Johnston E. Phipps

Sworn to before me & Signed by the said Johnston E. Phipps in my presence this Aug. 7. 1869

Taber Randall Clerk

Divorce Notice. Johnston E. Phipps vs Lucy Phipps

Union Common Pleas

Defendant will take Notice that Plaintiff, did on the 7th day of August 1869 file his petition in said Court charging said defendant with committing adultery with One Jno. Lamay also with wilful absence for three years last past and praying for a divorce from said Lucy Phipps which petition will be for hearing at the next Term of said Court Aug. 11th 1869 Johnston E. Phipps

Reid Randall & Cameron Attys.

The State of Ohio
Union County SS

I John H. Shearer do make Oath that the annexed advertisement was published for Six Consecutive weeks in the Marysville Tribune the first publication having been made on the 11th day of August 1869 & the others immediately Succeeding in consecutive Succession & that the said Newspaper the Marysville Tribune is a newspaper of general circulation within Union County Ohio of which I am the Editor & proprietor

J. H. Shearer

Sworn to and Subscribed this 10th day of February A.D. 1870

Taber Randall Clerk

Afterwards on the 20th day of January 1870 the following Entry was entered in the Journal of said Court which reads in the words & figures as follows to wit.

Johnston E. Phipps
vs
Lucy Phipps

And Now comes the said Johnston E. Phipps by Randall & Cameron his Attorneys & thereupon this cause came on for hearing upon the petition & testimony & was argued by Counsel & Submitted to the Court on consideration whereof the Court do find that due notice of the filing and pendency of this petition was given to the said defendant according to law. And the Court do further find the allegations of the petition in this case to be true.

It is therefore considered Ordered & decreed by the Court that the Marriage relation heretofore existing between the said parties be & the same is hereby Set aside and wholly annulled & the said parties wholly released from the obligations of the same

And it is further Ordered by the Court that the Care & Custody of said Minor child Lewis Phipps be given to the plaintiff and that the plaintiff pay costs of this case in ten days & in default of such payment execution issue therefor as upon judgements at Law.

Attest Taber Randall Clerk

Garret Harris
vs
Juliana Converse et als

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 13th day of Janry 1870. Heretofore on the 7th day of Decr. 1868 the following petition was with the Clerk of said Court which reads in the words and figures following to wit

Court of Common Pleas Union County Ohio

Garret Harris Plaintiff
vs
Juliana Converse Charles Converse & Stephen Johnson Defendants

Petition.

The said Garret Harris Plaintiff says that On the 27th of February 1845 the said plaintiff and Hannah N. Johnson entered into a written agreement with each other whereby said Hannah Johnson as one of the heirs of Samuel Patch decd. bound herself & her heirs to convey to said plaintiff by deed her interest being the undivided one eighth part of the Samuel Patch farm in Union County Ohio of One hundred & one acres & more particularly described as follows Viz. in Survey No. 5008 beginning at two white ashes & red oak thence S 37° E 137 poles to a red elm & dogwood corner to the lot described herein after - then with the line of said lot S 53° W 46 poles & 16 links to a Swamp buck then N 37° W 137 poles to two Sugars thence N 53° E. 46 poles & 16 links to the beginning containing 40 acres - Also another lot in Same Survey beginning at a red oak 100 poles from the S. E. corner of said Survey thence S 37° W 54 poles to three ironwoods thence N 53° E. 182 poles to a red elm & dogwood thence S 37° E 54 poles to a buck oak & white oak thence S 53° W 182 poles to the beginning containing 61 acres. For which interest said plaintiff therein agreed to pay said Hannah N Johnson the Sum of forty Six dollars which Sum he has fully paid with interest to the full & entire satisfaction of the said Hannah N. Johnson during her life time That plaintiff took possession of said land under said contract & hath ever since held the same & the said Hannah N. Johnson however hath never executed to him a deed therefor. That said Hannah N. Johnson is dead & left as her only heirs at law two children to wit, Juliana Converse married to

Charles Converse both of whom are living in Miami County in the State of Kansas & Stephen Johnson who went into the army & is reputed dead but as is supposed having neither Child Or widow & if living the plaintiff is not able to State his residence or the name of his hirs~ The plaintiff desiring to be quieted in his title to said land asks that said parties be made defendants & the unknown heirs if any of Stephen Johnson to be made parties defendants & on final hearing of said cause that a decree of said Court be granted to him requiring said defendants to release to him their interest in said land & in default of such conveyance that such decree may of Operate as such Conveyance.

Robinson & Robinson Attys for Plff

The State of Ohio } ss
Union County } I Garret Harris plaintiff being duly Sworn depose & Say the several allegations of the foregoing petition are true & I further depose & Say that all of said defendants are nonresidents of the State Ohio & Service by Summons cannot be had on them in this State & that if said Stephen Johnson is living I dont Know & cant learn the place of his residence & if dead I cannot State whether he left any children but believe he did not

Garrett Harris

Sworn to before me & Signed in my presence by Garrett Harris this 7th of December 1868

Taber Randall Clerk

Afterwards on the 25th of January 1869 the following Notice & proof was filed with said Clerk to wit

Notice. Juliana Converse. Charles Converse & Stephen Johnson & all unknown heirs of Hannah N. Johnson deceased are notified that Garet Harris has filed his petition against them in the Court of Common Pleas of Union County in the State of Ohio alleging that by another agreement the 27th of February 1845 Hannah N Johnson now deceased agreed to convey to him her interest being the One eighth of the Samuel Patch farm in Darby Township Union Co. Ohio in Survey No. 5008 commonly known as the "Patch" farm. The prayer of said petition is that the defendants her hirs at law may release to him their interest in said farm & in default thereof that the decree of said Court may operate as such conveyance. Defendants are required to answer said petition on or before the 2d Saturday of February next or decree will be taken by default. Decr. 16. 1868

Robinson & Robinson Attorneys for Plaintiff

The State of Ohio Union County ss. } I John H. Shearer do make oath that the advertisement of which the annexed is a copy was published for six consecutive weeks beginning with the date of Decr. 16. 1868 in the Marysville Tribune a news paper of genral circulation within Union County Ohio & of which I am the Editor & propietor J.H. Shearer

Sworn to & Subscribed before me this 25th day of January 1869 Taber Randall Clerk

Afterward on the 13th day of Janry 1870 the following Entry was made in the journal of said Court to wit.

Garet Harris }
vs } This day came on this cause to be heard by the Court the
Juliana Convers & others } defendants being duly notified by publication of the pendency of this cause came not but made default Whereupon this cause was Submitted to the Court upon the petition & proof.

Whereupon the Court being fully advised in the premises do find the allegations of the petition to be true & that plaintiff paid the purchase money for said land,

It is therefore considered ordered & adjudged that the defendants the heirs of Hannah N. Johnson on of the heirs of Samuel Patch convey by deed of release to said plaintiff their interest in the real estate in said petition described & in default of said conveyance for ten days this decree shall operate as such conveyance from said heirs of said Hannah N. Johnson and the same as if the

conveyance had been made. And it is Ordered that plaintiff pay the costs of this proceeding in ten days and in default thereof that Execution issue therefor

Taber Randall Clerk

X

H. P. Mills
vs
Ellen & John Pierson

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 15th day of January 1870. Heretofore on the 13th day of August 1869 the following Petition was filed with the Clerk of said Court which reads as follows to wit.

H. P. Mills Plaintiff
agst
Ellen Pierson & John Pierson Defts

Court of Common Pleas Union County Ohio

Petition.

The said Plaintiff says that on or about the 20th day of August 1868 the plaintiff Sold to Ellen Pierson wife of John Pierson the 54 acres of land in Survy No. 4405 in Union County Ohio viz, Beginning at a stone in the Southwest corner of Martin Richardsons land thence with his line N 82½ E. 225 6/100 poles to the corner of said Richardson thence N 8½ W 37 72/100 poles to the corner of the Wolford lot thence S 82½ W 230 46/100 poles with the Wolford line to the Reuben road thence S 16° E 38 26/100 poles to the beginning containing 54 acres more or less.

That the writing was delivered to John Pierson who has the only copy thereof.

That by the Terms thereof said Ellen Pierson was to pay therefor $1350. of which $550 was paid in hand & $450 more was to be paid May 1. 1869 with interest & the remainder with interest in three equal Annual payments thereafter

The defendants have not paid either of said Sums & there is due thereon to plff the Sum of $420 with interest on the Remainder of said purchase money

The plaintiff this wife executed to said Ellen Pierson a good & Sufficient warranty deed for said land the 17th of February 1869 of which defendants were duly notified but it never was delivered for the reason that defendants were not ready to give their notes & Mortgage for the deferred payments.

The plaintiff asks that defendants file a copy of said written contract in this case & that unless said Sums now due the plaintiff, be paid that an Order of Sale of said premises issue as law & equity require & that other & other & proper relief be granted in the premises

Robinson & Robinson Attys for Plff

The State of Ohio Union County ss. I J.W. Robinson one of Plaintiffs Counsel being duly Sworn Say the Several allegations of the foregoing are true & that plaintiff is not a resident of Union County Ohio & is now absent therefrom J.W. Robinson

Sworn to before me & Signed in my presence this 13. of Aug. 1869 Taber Randall Clerk

Issue Summons & endorse petition to compel Specific performance of contract & recover $420 with interest from May. 1868 Robinson & Robinson Plffs Attys

And thereupon the following Summons was issued by the Clerk of said Court to wit

The State of Ohio Union County ss To the Sheriff of Union County. - You are Commanded to notify Ellen Pierson & John Pierson that they have been Sued by H. P. Mills in the Court of Common Pleas of Union County & that unless they Answer by the 11th day of September A.D. 1869 the petition of the plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true & Judgment rendered accordingly. You will make due return of this Summons on the 23d day of August A.D. 1869 Witness Taber Randall Clerk of said Clerk & the Seal thereof at Marysville this 13th day of August A.D. 1869

Taber Randall Clerk

Sheriff's Return. Rec'd this writ August 13. 1869 Served John Pearson & Ellen Pearson by delivering to each of them a certified of this writ at their place of residence Aug. 23d 1869
Sheriff's fees $1.87 Robert Sharp Sheriff
Afterwards on the 15th day of January 1870 the following Entry was made in the Journal of Said Court which reads in the words and figures as follows to wit

H. P. Mills
vs
John & Ellen Pierson

This day came on this cause & was Submitted to the Court and thereupon the Court find the allegations of the petition to be true & that there is due the plaintiff on the $420 payment mentioned in said petition a balance of $124.42 & there is further due as interest on the $ remaining $350 the Sum of $21 50/100 And that plaintiff is bound by said agreement to deliver the deed on file in this case upon the defendants paying said Sums now due & Securing by Mortgage the said $350 as set forth in said petition.

It is therefore Ordered that the plaintiff recover of said defendant Ellen Pierson said Sums of one hundred & forty Six & 24/100 dollars now due together with costs of Suit. And it is further Adjudged & Ordered that if said Piersons fail for thirty days from this date to pay said judgment & costs & interest then that an Order of Sale issue to the Sheriff of said County Commanding him to advertise & Sell according to law the premises in said petition described. And it is further Ordered that on the defendants paying said judgment & interest & costs & tendering their Mortgage deed to plaintiff to Secure the $350 not yet due upon the terms stated in said petition that the deed filed be delivered over by the Clerk to the defendant

Attest Taber Randall Clerk.

W. W. Woods & Co
vs
Robert Welsh &
James W. Robinson

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun & held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 4th day of January A.D. 1870. Heretofore on the 4th day of January 1870 the following Petition was filed with the Clerk of said Court which reads as follows to wit,

W. W. Woods & Thos J. Buxton late partners in business under the firm name of W. W. Woods & Co
vs
Robert Welsh & James W. Robinson, Defendants

Court of Common Pleas of Union County Ohio
Plaintiffs
Petition.

The plaintiffs say that on or about the 23d day of March A.D. 1869 the defendants made & delivered to the plaintiffs under another of their firm names of the Bank of Marysville their promissory note of that date of which the following is a true Copy "$100 00 Marysville Ohio March 23d 1869 Ninety days after date as principal debtors we jointly & severally promise to pay to the Bank of Marysville One Hundred dollars for value received, And we hereby dispense with demand of payment of this note & authorise any Attorney at Law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio or elsewhere & waive the issuing & service of process & confess Judgement against us or either of us in favor of the holder or holders of this note for the amount of this note & interest

payable annually after the same shall become due together with costs of Suit & release all errors & waive all right of appeal in this behalf Witness our hands & Seals this 23d day of March 1869 (National Rev. Stamp cancelled) (Signed) Robert Welsh (Seal) J W. Robinson (Seal)

Said promissory Note has credits thereon. Plaintiffs further say that there is due from the defendants to them on said note the sum of One hundred dollars, which they claim with interest thereon from the 23d day of March A.D. 1869 & for which they ask judgement against said defendants M.C. Lawrence Atty for Plaintiffs

The State of Ohio Union County ss W.W. Woods one of the Plaintiffs being Sworn says the Statements made & allegations contained in the foregoing petition are true as he verily believes W.W. Woods

Sworn to by W.W. Woods before me & signed by him in my presence this 4th day of January 1870 Taber Randall Clerk

And thereupon the following Answer was filed with the Clerk of said court which reads to wit;

W.W. Woods & Thos J. Burton late partners in business under the firm name of W.W. Woods & Co. Plaintiffs } In Union Common Pleas
vs } Answer in Cognovit.
Robert Welsh & James W. Robinson Defendants }

The said Robert Welsh & James W. Robinson Defendants Now come by N.A. Gilbert their Attorney who appears by virtue of a Warrant of Attorney now produced in open court & duly proved waived the issuing and service of process herein & enter the appearance of the said Robert Welsh & James W. Robinson & for Answer Says that he cannot deny right of action of the plaintiffs or that they the said defendants promised as the plaintiffs have alleged, nor that there is due to the plaintiffs on said note the sum of One Hundred dollars with the interest from March 23d 1869 & he confesses Judgement for said Sum of Money with interest & Costs — And all errors are hereby released & right of appeal waived by virtue of said Warrant of Attorney Janry. 4. 1870 N.A. Gilbert Atty. for Defendants

And thereupon the following Entry was made in the Journal of said Court to wit,

W. W. Woods & Thos J. Burton late partners in business under the firm name of W.W. Woods & Co Plaintiffs } Judgement on Cognovit
vs
Robert Welsh & James W. Robinson Defendants } This day came into Court the said plaintiffs by their Attorney M.C. Lawrence & filed their petition against the said Robert Welsh & James W. Robinson & thereupon N.A. Gilbert One of the Attorneys of this Court appeared in open Court in behalf of the said Robert Welsh & James W. Robinson defendants & by virtue of a Warrant of Attorney for that purpose executed by the said defendant & now produced in Court & duly proved filed his Answer & waived the issuing & Service of process & acknowledged that the said Robert Welsh & James W. Robinson defendants did owe to the said plaintiffs in the promissory note in the petition mentioned the Sum of One hundred & four 70/100 dollars. Therefore It is considered Ordered adjudged & decreed by the Court that the said Plaintiffs recover of the defendants said Sum of $104.70 the Sum so confessed to be due & also their costs in this behalf expended taxed to $ And by virtue of the same warrant of Attorney all errors are released & all right of appeal waived by the said defendants. Thereupon came James W. Robinson one of the defendants & showed to the Court that said Robert Welsh was principal & said Robinson Surety. It is therefore Ordered that Execution issue accordingly

Attest Taber Randall Clerk

X Theodore Rhoads vs John G. Silver } Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 22d day of January 1870 Heretofore on the 10th day of December 1869 the following petition was filed with the Clerk of said Court to wit;

Theodore Rhoads Plaintiffs against John G. Silver Defendant } The State of Ohio Union County Court of Common Pleas. Petition

The plaintiff says. 1. On or about the Sixth day of February A.D. 1869 the defendant John G. Silver made & delivered to the plaintiff his promissory note of that date & thereby promised to pay to plaintiffs Order the Sum of three hundred & forty three 50/100 dollars in thirty days after the date thereof for value received. The following is a copy of said Note.

$343 50/100 Columbus O. February 6th 1869 Thirty days after date I promise to pay to the Order of Theo. Rhoads three hundred forty three & 50/100 dollars at the Banking House of R. W. Huntington & Co Value received with interest from date (This note is Secured by Mortgage which is properly Stamped) John G. Silver

2. The defendant John G. Silver On the Said 6th day of February A.D. 1869 to Secure the the payment of Said note executed & delivered to the plaintiff his Mortgage deed & thereby conveyed to the plaintiff his heirs & assigns the following lands & tenments Situate in Said County of Union & State of Ohio & in the Virginia Military Survey No. 10971 Bounded & described as follows. Beginning at a Stake in the center of the Marysville & Kenton road 202 1/2 poles from a Stake in the Center of Said road where the Original north line of the Survey crosses said road to a large Stone North east corner of John W. Foremans land thence with Said Foremans north S 78° 40' W 269 poles to a Stake & Stone N. W. corner of Said Foremans land & west line of Said Survey Witness a beech - thence with the west line of Said Survey N 10 1/2° W 82 poles to a Stake & Stone - Witness three beeches & a White Oak - thence N 78° 40' E 229 poles to a stone in the center of Said road - thence with the center of Said road S 36 1/2° E 90 1/2 poles to the beginning containing 127 acres & 98 Square poles of land more or less being part of V. M. S. No 10971 The Condition contained in Said Mortgage deed was in Substance that if the Said John G. Silver Shall pay or cause to be paid to the Said Theodore Rhoads Said note ($343 50/100 dollars) when the Same becomes due with the interest thereon Said deed was to become void Otherwise to be & remain in full force & virtue

3 On the 18th day of March 1869 at 6 o'clock P. M. the Said Mortgage deed was delivered to the Recorder of Said Union County to be by him entered or record & was recorded on the 29th day of March A.D. 1869 in record of Mortgages No 7 pages 147 & 148 of Said Union County.

4. The Said Mortgage deed has become absolute - There is due & remaining unpaid upon Said indebtedness the Sum of three hundred & forty three dollars & fifty cents ($343 50) with interest from the 6th day of February 1869

5 The plaintiff asks that Said Mortgage may be foreclosed the Said premises Ordered to be Sold & the proceeds applied to the payment of Said debt & execution awarded for the balance

H. B. Albery Pff's Atty

The State of Ohio Franklin County SS. Theodore Rhoads the above named plaintiff being duly Sworn says he believes the Statements in his foregoing petition to be true

Theodore Rhoads

Sworn to before me & Signed in my presence by Said Theodore Rhoads this day of December A.D. 1869

John F. Neramer Notary Public Franklin County Ohio

To Clerk. Upon the petition please issue Summons directed to the Coroner acting as Sheriff of Franklin County Ohio returnable on the third monday after its date. Amount claimed $343 53/100 with interest from February 6th 1869 & foreclosure of Mortgage N. B. Albery Attys for Pltff

And Thereupon the following Summons was issued by the Clerk of said Court which reads to wit,

The State of Ohio Union County ss. To the Coroner acting as Sheriff of Franklin County.

You are Commanded to Notify John G. Silver that he has been Sued by Theodore Rhoads in the Court of Common Pleas of Union County and that unless he Answer by the 15th day of January A.D. 1870 the petition of the said plaintiff against him filed in the Clerks office of said Court such petition will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 27th day of December A.D. 1869. Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 10th day of Decemb. A.D. 1869 Taber Randall Clerk

Sheriffs Return. "Dec 21st 1869 Served the within writ of Summons upon John G. Silver by leaving a Certified copy at his usual place of residence Fees $1 00/100

E. Gaver Coroner acting as Sheriff By J.S. Bull Deputy

And on the 22d day of January 1870 the following Entry was made in the Journal of said Court to wit,

Theodore Rhoads
vs
John G. Silver

And now comes the said Theodore Rhoads plff by N.B. Albery his Attorney & the said John G. Silver Defendant this failing to demur or Answer to the plaintiffs petition & being in default Whereupon this cause came on to be heard & was duly submitted to the Court & the Court being fully advised in the premises do find that there is due from the said John G. Silver to the said Theodore Rhoads on the note in the note in the petition described & set forth the Sum of three hundred & Sixty two & 27/100 dollars in manner & form as the plaintiff has in his petition in that behalf alleged. It is therefore considered adjudged & decreed by the Court that said plaintiff recover of the said defendant the said Sum of $362 27 the Sum so found due as aforesaid & also his costs herein laxed to $

And it is further Ordered adjudged & decreed by the Court that in case the said defendant fails for ten days from the close of this term of this term of the Court to pay to the said plaintiff the said Sum of $362 27 So as aforesaid found due with Costs of Suit an Order issue to the Sheriff of Union County Ohio Commanding him to cause the said lands & tenements in the said petition described to be appraised advertised & Sold according to law and that the proceeds of said Sale be applied in Satisfaction of the said judgment & costs So as aforesaid rendered.

Taber Randall Clerk

X

James W. Robinson
vs
David Cook

Pleas before his Honor J.S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 22d day of January 1870. Heretofore on the 15th day of January the following petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit,

James W. Robinson Pltff.
vs
David Cook & David McClung Defts

Court of Common Pleas Union County Ohio.

Petition

The said Plaintiff says there is due him from the defendants the sum of two hundred & forty six & 1/100

dollars with interest from the 13th of July 1869 from said defendants on said Note a copy of which note is hereto attached & made part of this petition. Therefore the plaintiff asks judgement against said defendant for said sum of two hundred & forty Six & 18/100 dollars with interest from July 13th 1869 J.W. Robinson Att for pltf

The State of Ohio Union County ss. I J.W. Robinson being duly Sworn depose & Say the serial allegations of said petition are true as he verily believes J.W. Robinson

Sworn to before me & Signed in my presence this 15th of Jany 1870 Taber Randall Clerk

Copy of Note $246 18/100 Marysville Ohio May 13th 1869 Sixty days after date as principal debtors we jointly & severally promise to pay to the Bank of Marysville two hundred & forty Six & 18/100 dollars for value received. And we hereby dispense with demand of payment of this Note & authorise any Attorney at law to appear for us or either of us at any time after the same shall become due in any Court of record in the State of Ohio or elsewhere & waive the issuing & Service of of process & confess judgment against us or either of us in favor of the holder or holders of this note for the amount of said Note & interest payable annually after the same shall become due together with costs of Suit & release all errors and waive all right of appeal in this behalf. Witness our hands and seals this 13th day of May 1869

15 cts Rev. Stamps

David Cook (Seal)
Reuben Cook (Seal)
David McClung (Seal)

And Thereupon the Answer of said defts. was filed which reads to wit,

James W. Robinson } In Court of Common Pleas Union County Ohio
vs } Answer.
David Cook et als, } The said defendants David Cook Reuben Cook & David McClung now came by J.L. Cameron Esq an attorney at law of said County of Union who by virtue of the power of Attorney hereto attached waive process against them & enter their appearance herein & confess judgement against them in favor of the plaintiff for the sum claimed in said plaintiffs petition & waive all right of appeal & all errors

J.L. Cameron Atty for David Cook et als

Afterwards on the 22d day of January 1870 the following Entry was made in the Journal of said Court

James W. Robinson
vs
David Cook Reuben Cook & David McClung

Cognovit

This day came the plaintiff & filed his petition herein & thereupon came the defendants by J.L. Cameron an Attorney of this Court who by virtue of a warrant of Attorney for that purpose executed there to the Court produced & duly proved waived the issuing & Service of process & entered the appearance of said defendants herein & confessed Judgment in favor of the plaintiff against the said defendants for the Sum of $260.65 and his costs herein

It is therefore considered Ordered & adjudged by the Court that the Plaintiff recover of the said defendants David Cook Reuben Cook & David McClung the said Sum of $260.65 So confessed to be due together with his costs herein expended taxed to $ And by virtue of the same warrant of Attorney all errors are released and all right of Appeal waived.

Taber Randall Clerk

Mary Ann Miles } Pleas before his Honor J. S. Conklin Presiding Judge at a
vs } Court of Common Pleas begun & held at the Court House in
George Miles jr } Marysville within & for the County of Union in the State of Ohio
On the 22d day of January 1870. Heretofore on the 10th day of March 1869
the following Petition was filed with the Clerk of said Court which reads as follows to wit,

Mary Ann Miles Plff } Court of Common Pleas Union County Ohio
vs } Petition for Dower.
George Miles jr Deft } The plaintiff Mary Ann Miles of Union County Ohio says
She was many years ago intermarried with George Miles Sr
with whom she lived as his wife untill his death. That as his widow she is entitled
to the One ~~xxxx~~ third of the land of which he died seized in fee Simple as his dower thereis
That said George Miles Sr died seized in fee Simple of the following real
estate in Union County Ohio in Survey No 9899 Beginning at a Stake in the
east line of said Survey & witnessed by a beech N 81 E 22 links from the Stake
& South East Corner to land formerly owned by Julius Bennet then South 79 W with
said Julius Bennets south line 153/4 poles to a Stake in the line of Thomas Cheney's
land thence S 11 E & with said Cheneys line to N. E. corner of the lot of land
bought by said Cheny of Elijah Bennet thence N 79 E & with said Cheneys line
153/4 poles to a Stake N. E. corner to said Cheneys land & in the east line of said
Survey thence N 11° W & with said last line to the beginning Containing 80 acres more less.
That George Miles jr. is the Only child & the Only heir at law of said George
Miles Sen. dec. to whom said land discended in fee Simple Subject to the said
right of dower of the plaintiff. That said George Miles jr refuses to set off
Or assign to her the third of said real estate as the law requires Therefore She
asks that her dower therein be set off to her of the full one third thereof.
Robinson & Robinson Attorneys for Plff

Issue Summons & endorse "Petition for Dower" Robinson & Robinson Attys for Plff
And thereupon the following Summons was issued by the Clerk of said Court to wit,
The State of Ohio Union County ss. To the Sheriff of Union County
You are Commanded to Notify George Miles that he has been Sued by
by Mary Ann Miles in the Court of Common Pleas of Union County & unless
he answer by the 10th day of April A.D. 1869 the petition of the said Plaintiff
against him filed in the Clerks office of said Court Such petition will
be taken as true & Judgement rendered accordingly. You will make due
Return Of this Summons on the 23d day of March A.D. 1869
Witness Taber Randall Clerk of said Court and the Seal thereof at
(L.S.) Marysville this 10th day of March A.D. 1869 Taber Randall Clerk
Sheriffs Return. "Received this writ March 10th 1869 Served George Miles
by leaving a certified copy of this writ at his usual place of residence
Fees $2 87 Robert Sharp Sheriff

Afterwards on the 8th day of April 1869 the following answer was filed with said Clerk

Mary Ann Miles Plff } Union County. Common Pleas Court
vs } Answer.
George Miles jr Dft } The said George Miles jr. defendant
now comes & for Answer to plaintiffs petition
Says that he denies that the said George Miles Sr. died Seized in fee Simple of
the premises described in plaintiffs petition in manner & form as the plaintiff hath
therein alleged & denies that the plaintiff is entitled to dower in said premises

to the extent of One full third part Thereof.
2d And by way of bounter claim the defendant says that he and his father George Miles Sen. about the first day of April 1864 jointly purchased the said premises of one Martin Bennet for the sum price of two thousand Six hundred ($2600) dollars that Six hundred ($600) dollars of this purchase money was paid down by defendant & two hundred & fifty by George Miles Sen. & thereupon a deed of general warranty was duly executed & delivered to the said George Miles Sen and the balance of said purchase money was afterwards jointly paid by said parties the defendant paying thereof an amount sufficient to make his whole payment one full & equal moiety of the entire purchase money of said estate
Therefore defendant says the said George Miles Sen held the unavided one half of said estate in trust for defendant & the plaintiff is entitled to dower only in the remaining one undivided one half of said estate being the One third of the undivided one half which defendant has ever been ready to set off & assign to plaintiff & asks the Court to order that dower be assigned to plaintiff only in the undivided one half of said premises & for such other & further Order the Court may deem equitable & just.
Reid Randall & Cameron Attys for Defendant.
State of Ohio Union County S.S. The said George W. Miles Jr defendant being sworn says the facts set forth & the allegations made in the above Answer are as he verily believes true
G. W. Miles
Sworn to & Subscribed before me this 8th day of April 1869 Taber Randall Clerk
Afterwards On the 1st day of May 1869 the following Entry was made in the Journals of said Court

Mary Ann Miles }
vs }
George Miles } And now comes the said parties by their Attorneys And thereupon this cause came on to be heard upon the demurrer of the plaintiff to the second ground of defense set up in the Answer of defendant & was argued by Counsel & submitted to the Court and the Court being being fully advised in the premises do Overrule said demurrer Whereupon plaintiff & obtained leave to reply in thirty days & cause Continued.
Afterwards On the 22d day of January 1870 the following Entry was made in the Journal of said Court which reads in the words following to wit,

Mary Ann Miles }
vs }
George Miles } This day came the parties & Settled this case as follows. The said Mary Ann Miles is to execute & deliver to said George Miles Jr a deed of release of all her title & interest of, in & to said premises in the petition described On or before the first of April next And said Mary A. Miles releases all her claims for rents & profits of said lands Since the death of her husband
And the said George Miles is to pay said Mary A. Miles $325.00 as follows $25.00 in hand paid. $50- dollars On or before the first of April 1870 $125.00 on or before the first day of April 1871 & $125.00 on or before the first day of April 1872 for which said sums of money said George Miles is to execute to said Mary A. Miles his promissory notes with interest & secured to the satisfaction of said Mary A Miles, said notes to be executed before April 1. 1870. George Miles to pay all the costs of Court thus far made & Mary A Miles to pay costs of release

Attest Taber Randall Clerk

X

Butler Earhart & Co. } Pleas before the Honorable J. S. Conklin Presiding Judge
vs } at a Court of Common Pleas begun & held at the Court
Wm M. O Harra et als. } House in Marysville within & for the County of Union in the State
of Ohio on the first day of October 1869. Heretofore on the 15th day of
March 1869 the following petition was filed with the Clerk of said Court which reads to-wit,

Butler Earhart & Co. Plaintiff } Court of Common Pleas. Union County Ohio.
against } Petition
Wm M. O'Harra John Latham & } The plaintiffs Butler Earhart & Co say this
Eliza O'Harra Defendants } action is founded upon a promissory Note
for the unconditional payment of Money only
of which the following is a copy with the Credits thereon. Columbus O. Aug. 29th 1868
$431.85 Thirty days after date for value received we promise to pay to Butler
Earhart & Co the sum of four hundred & thirty one & 85/100 dollars. And we do
authorize & empower any Attorney at law in the State of Ohio or elsewhere for us
or either of us in our name (to waive issuing & service of process & notice) the issuing & service of process & notice, enter our
appearance for us or either of us and confess a judgement against us for the
amount of the above obligation & interest & costs when due in favor of the holder
hereof in any Court of record in the State of Ohio or elsewhere & to release all
error & petitions in error and waive all Stay of execution & waive all right of
appeal as Witness our hands & Seals Wm M. O. Harra Seal
Witness W. M. Crawford John Latham Seal
There are no credits on said Note,

The defendants Wm M. O'Harra & Eliza O'Harra his wife on the 29th day of
August A. D. 1868 to secure the payment of said Note executed & delivered to
the plaintiffs their Mortgage deed & thereby conveyed to the plaintiffs their heirs
& assigns the following lands & tenements, Situate in said County of Union and
State of Ohio Flying Horse in the Village of Frankfort and being In Lots No.
1 and 31 and the North half of Lots Nos. 3 and 29 situate in said Village of
Frankfort. The condition contained in said Mortgage deed was
in substance that whereas Wm M. O'Harra has executed & delivered to
the plaintiffs Butler Earhart & Co. his promissory Note of even date herewith
payable to Butler Earhart & Co for the following sum of money at the time
following to wit, four hundred & thirty one & 85/100 dollars payable on the 29th day
of September A. D. 1868. Now if the said Wm M. O'Harra shall pay said
sum of Money when the same shall become due then these presents shall be void
Otherwise to be & remain in full force & virtue in law. On the 1st day of October
1868 at 8 o'clock A. M. the said Mortgage was delivered to the Recorder of said
County of Union & State of Ohio to be by him recorded & was recorded by him
On the 7th day of October 1868 in records of Mortgages Vol. 6 page 632.

The said deed has become absolute. There is due & remaining unpaid upon
said indebtedness the sum of four hundred & thirty one & 85/100 dollars with interest
from the 29th of October 1868 – The plaintiffs say that the note for which said Mortgage
deed was executed to plaintiffs to secure the payment thereof was made & delivered
by the defendant Wm M. O'Harra & John Latham for the sum of ($431.85) four
hundred & thirty one & 85/100 dollars with interest from the 29th day of October 1868.

The plaintiffs ask that said Mortgage may be foreclosed that said premises
may be ordered to be sold & the proceeds applied to the payment of said debt and execution awarded
for the balance Porter & Sterling Attys for Plaintiff

State of Ohio Union County ss. A. James Sterling being sworn says that he is one of the Attys for the plaintiffs in the above suit duly authorised in the premises & affiant states that the above pleadinding of Butler Earhart & Co. are founded a written instrument for the payment of money only & is now in his possession. The affiant states the facts states & allegations made in the foregoing petion are true as he believes A. James Sterling.
Sworn to and Subscribed before this 15th day of March 1869 Taber Randall Clerk
Clerk, Issue a Summons in the above suit returnable according to law Endorse Suit on note & Mortgage & to foreclose Mortgage. Amount claimed $431 85 with interest from Oct. 29th 1868 Porter & Sterling Attys for Plff's
And thereupon the following writ was issued by said Clerk which reads as follows to wit,
The State of Ohio Union County ss. To the Sheriff of Union County. You are Commanded to notify William M. O. Harra John Latham & Eliza O. Harra that they have been sued by Butler Earhart & Co. in the Court of Common Pleas of Union County and that unless they answer by the 17th day of April A.D. 1869 the petition of the said plaintiff against them filed in the Clerks office of said Court the such petition will be taken as true & judgment rendered accordingly. You will make due return of this Summons on the 29th day of March A.D. 1869
Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 15th day of March 1869 Taber Randall Clerk
Sheriffs Return, "Rec'd. this writ March 19th 1869 Served William M. O. Harra John Latham & Eliza O. Harra by delivering to each of the above named persons a certified copy of this writ Fees $3 02 Robert Sharp Sheriff"
Afterwards on the first day of October 1869 the following Entry was made in the Journal of said Court which reads in the words following to wit,

Butler Earhart & Co
vs
Wm M. O. Harra et als

And now comes the said Butler Earhart & Co by their Attorneys & the said Wm M. O. Harra Eliza O. Harra & John Latham still failing to answer or demur to the said petition it is considered that the said plaintiff ought to recover the amount due them by reason of the premises and the Court with the consent of the said plaintiff find that there is due from the said defendants to the said plaintiffs on the note in the said petition set forth the sum of $173 12 it is therefore considered by the Court that the said plaintiff recover of the said defendant the said sum of $173 12 the sum so as aforsaid found due & also his costs in this suit expended taxed to $ And it is further Ordered & adjudged that in case the said defendant fail for ten days from the close of this Term of this Court to pay to the said plaintiff the said sum of $173 12 so as aforsaid found due with costs of Suit an Order issue to the Sheriff of Union County Ohio Commanding him to cause the said lands & tenements in said petition described to be appraised advertised & Sold according to law & apply the proceeds of said sale in Satisfaction of the said Judgement so as aforsaid rendered. And that an execution issue against said defendants for the balance of said Judgement & costs

Taber Randall Clerk

Mathew L. Stewart
vs
Joseph Deffenbaugh

Pleas before his Hon Jacob S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 3d Tuesday 1869 Heretofore on the 19th day of December 1868 the following Petition was filed with the Clerk of said Court which reads to wit,

Mathew L. Stewart Plaintiff
against
Joseph Deffenbaugh Defendant

Court of Common Pleas Union County

Petition

The Plaintiff says

1. On the 5th day of December A.D. 1866 the Defendant Joseph Deffenbaugh made and delivered to one Levin Willoughby his eight promissory Notes of that date of which the following are copies,

1st note "$401 00 December the 5th 1866 Ten years after date I promise to pay to the Order of Levin Willoughby Four hundred & one dollars Value received
(Signed) Joseph Deffenbaugh"

2d " "$392 00 December Fifth 1866 Three years after date I promise to pay to the Order of Levin Willoughby Three hunared & ninety two dollars Value received
(Signed) Joseph Deffenbaugh"

3d " "$382 00 Decemba the fifth 1866 Four years after date I promise to pay to the Order of Levin Willoughby Three hundred & Eighty two dollars Value received
(Signed) Joseph Deffenbaugh"

4th " $312 00 December fifth 1866 Five years after date I promis to pay to the Order of Levin Willoughby Three hunared & twelve dollars Value received
(Signed) Joseph Deffenbaugh"

5th " $363 00 Decemba the fifth 1866 Six years after date I promise to pay to the Order of Levin Willoughby three hundred & Sixty three dollars - Value received.
(Signed) Joseph Deffenbaugh"

6th " $353 00 Decemba the fifth 1866 Seven years after date I promise to pay to the Order of Levin Willoughby three hunared & fifty three dollars - value received
(Signed) Joseph Deffenbaugh"

7th " $343 00 Decemba the fifth 1866 Eight years after date I promise to pay to the Order of Levin Willoughby three hundred & forty three dollars Value received
(Signed) Joseph Deffenbaugh"

8th " $333 00 December the fifth 1866 Nine years after date I promise to pay to the Order of Levin Willoughby Three hunared & thirty three dollars - Value received.
(Signed) Joseph Deffenbaugh"

2d The defendant Joseph Deffenbaugh on the said 5th day of December A.D. 1866 to secure the payment of said Notes executed & delivered to the said Levin Willoughby his Mortgage and thereby conveyed to the said Levin Willoughby his heirs & asigns the following lands & tenements Situate in said County of Union. One hundred acres of ~~the~~ South east part of the following described premises to wit. The north half of No. 6228 in the name of John Evans & Edward Ewings in Union County State of Ohio which said north half of Survey No. 6228 is bounded & described as follows Beginning at a large oak in the Indian boundary line North west corner to John Brouses Survey No. 6161. thence South 80° West 242½ poles to two buckeyes & a Sugartree the North east corner to William Murdocks Survey No. 12654 thence with his line South 10° East 165 poles to a Stake in the line of said Survey No. 6228 Equidistant between the north west corner & South west corner thereof thence North 80° East 242½ poles crossing the Broad gauge Rail Road to a Stake in the east line of said Survey No 6228 & equidistant between

the South east corner and the north east corner thereof thence North 11° west 165 poles to the beginning containing two hundred & seventy eight (278) acres the north line of said hundred acre tract is to be parallel to the South line & the East line thereof is to be the west line is to be the Broad Gauge Rail Road.

The Condition contained in said Mortgage deed was in substance that if the said Joseph Deffenbaugh should pay the said notes before mentioned to the said Levin Willoughby or his assigns when each & all of them should become due & payable then that said Mortgage and should become void otherwise to be & remain in full force

3d On the 18th day of december A.D. 1866 at 4 3/4 OCLOCK P.M. the said Mortgage was delivered to the Recorder of said of County to be by him entred on record and was recorded on the 21st day of said month in Book No. 6 of the Mortgage records of said County of Union on pages 89 & 90

4th The said deed has become absolute. There is due & remaining unpaid upon said first mentioned note the Sum of Four hundred & one dollars with interest from the 5th day of december A.D. 1866

5. The said notes & notes & Mortgage were assigned & delivered by said Levin Willoughby to this Plaintiff Mathew L. Steward for a valuable consideration paid by him before said first mentioned note became due & payable and he is now the sole and entire owner thereof

6. The Plaintiff asks that said Mortgage may be foreclosed that he may have judgement on said first mentioned note for the said Sum of Four hundred & one dollars with interest from the fifth day of december A.D. 1868 that the said premises may be Ordered to be Sold & the proceeds applied to the payment of said notes & such other & proper relief as equity may demand.

George Lincoln Plaintiffs Atty.

The State of Ohio Madison County SS. George Lincoln being Sworn says that he is the Atty of the above named Mathew L. Stewart duly athorised in the premises that said Mathew L. Stewart is not a resident of the said County of Union that the above petition is founded upon a written instrument for the payment of money only & that the facts stated & allegations in the foregoing petition are as affiant believes true

George Lincoln

Sworn to before me by said George Lincoln and by him Signed in my presence this 18th day of december A.D. 1868 B.F. Clark Notary Public Madison Co. Ohio

Issue Summons to the Sheriff of Clark County returnable according to law for said Joseph Deffenbaugh Foreclosure of Mortgage Amt claimed $401.00 with interest from the 5th day of December 1868

To the Clerk Dec. 18. 1868 Geo. Lincoln Atty for Plff

And thereupon the following Summons was issued by said Clerk to wit.

The State of Ohio Union County SS. To the Sheriff of Clark County

You are commanded to notify Joseph Deffenbaugh that he has sued by Mathew L. Stewart in the Court of Common Pleas of Union County and that unless he answer by the 16th day of January A.D. 1869 the Petition of the said Plaintiff against him filed in the Clerks office of said Court Such Petition will be taken as true & Judgement rendered accordingly

You will make due return of this Summons on the 28th day of Decemb A.D. 1868

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 19th day of Decemb 1868.

Taber Randall Clerk

Sheriff's Return. Received this writ Dec. 20th 1868 Served this Summons on the within named defendant by leaving a certified Copy thereof with the indorsements thereon at his usual place of residence on the 26th day of December 1868

Fees $2.00 Paid by Plff. C. Albin Sheriff Clark County

Afterwards on the 3d day of February 1869 the following Entry was made in the Journal of said Court to wit

Mathew L. Stewart
vs
Joseph Deffenbaugh

This day came the said Mathew L. Stewart Plff. by George Lincoln his Attorney & the said Joseph Deffenbaugh defendant Still failing to demur or Answer to the the Petition of the said Plff. This Cause was Submitted to the Court whereupon it is Considered & Adjudged by the Court that the said plaintiff ought to recover of the said defendant the amount due him by note of the premiss and the Court with the Consent of the plaintiff find that there is due from the said defendant Joseph Deffenbaugh to the said plaintiff on the note in the said petition set forth the Sum of $405.00 in manner & form as the plaintiff in his petition hath alleged It is therefor Considered Ordered & Adjudged by the Court that the said plaintiff Mathew L. Stewart recover of the said defendant Joseph Deffenbaugh the said Sum of four hundred & five dollars so found due as aforesaid & also his Costs herein Expended to [illegible]

And it is further Ordered & decreed by the Court that if the said defendant fail for five days from this date to pay the said plaintiff said Sum of four hundred & five dollars so as aforesaid found due with interest & costs of suit that an Order issue to the Sheriff of said County of Union who is hereby appointed Special Master Commissioner for that purpose Commanding him to cause said lands & tenements in said petition described to be appraised Advertised & Sold according to law to Satisfy said Judgement So as aforesaid rendered And as to notes not yet due And all questions herein this cause is Continued

Attest) Taber Rondall Clerk

Mathew L. Stewart
vs
Jacob K. Deffenbaugh & wife

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 3d day of February 1869. Heretofore on the 19th day of December 1868 the following petition was filed with the Clerk of said Court which reads to wit,

Mathew L. Stewart Plaintiff
Against
Jacob K. Deffenbaugh &
Rachel Deffenbaugh Defendants

Court of Common Pleas
Union County Ohio.
Petition.

The Plaintiff says.

1. On the 5th day of December A.D. 1866 the defendant Jacob K. Deffenbaugh made & delivered to one Levin Willoughby his eight promissory notes of that date of which the following are Copies

1st No. $715 December the 5th 1866 Two years after date I promise to pay to the order of Levin Willoughby Seven hundred & fifteen dollars - Value received

(Signed) J. K. Deffenbaugh

2d note. $698.00 December fifth 1866 Three years after date I promise to pay to the order of Levin Willoughby Six hundred & ninety Eight dollars Value received
(Signed) J.K. Deffenbaugh

3d " $680.00 December the fifth 1866. Four years after date I promise to pay to the Order of Levin Willoughby Six hundred & eighty dollars - Value received.
(Signed) J.K. Deffenbaugh

4th " $662.00 December Fifth 1866 Five years after date I promise to pay to the order of Levin Willoughby Six hundred & Sixty two dollars - Value received
(Signed) J.K. Deffenbaugh"

5th " $645.00 December fifth 1866 Six years after date I promise to pay to the Order of Levin Willoughby Six hundred & forty five dollars - Value received
(Signed) J.K. Deffenbaugh"

6th " $628.00 December the fifth 1866 Seven years after date I promise to pay to the Order of Levin Willoughby Six hundred & twenty eight dollars Value received
(Signed) J.K. Deffenbaugh"

7th " $611.00 December the fifth 1866 Eight years after date I promise to pay to the Order of Levin Willoughby Six hundred & eleven dollars - Value received
(Signed) J.K. Deffenbaugh"

8th " $594.00 December the fifth 1866. Nine years after date I promise to pay to the Order of Levin Willoughby five hundred & ninety four dollars - Value received
(Signed) J.K. Deffenbaugh

2d The defendants Jacob K. Deffenbaugh & Rachel Deffenbaugh on said 5th day of December A.D. 1866 to secure the payment of said notes executed & delivered to said Levin Willoughby their Mortgage deed & thereby conveyed to the said Willoughby his heirs & assigns the following lands & tenements situate in said County of Union.

The North half of Survey No. 6228 in the name of John Evans & Edward Owings in the Virginia Military District in Union County & State of Ohio which said half of said Survey No. 6228 is bounded & described as follows to wit. Beginning at a large OAK in the Indian boundary line North west corner to William Crouses' Survey No. 6161 thence S 80° W 242½ poles to two beeches & a Sugar tree N.E. corner of Survey No. 12654 in the name of William Murdock. thence with his line S 10° E 165 poles to a Stake in the said Survey No. 6228 & equidistant between the N. W. corner & S. W corner thereof thence N 80° E 242½ poles crossing the line of the Broad Gauge Rail Road to a Stake in the line of said Survey No. 6228 and equidistant between the South East corner & North east corner thence N 10° W 165 poles to the beginning containing two hundred & Seventy eight (278) acres Excepting therefrom One hundred (100) acres conveyed by deed by Levin Willoughby & Lizzie Willoughby to One Joseph Deffenbaugh.

The condition in said Mortgage deed was in substance that if the Jacob K. Deffenbaugh should pay the said notes before mentioned to the said Levin Willoughby or his assigns when each & all of them should become due & payable then the said the said Mortgage should become void Otherwise to be & remain in full force.

3d On the 18th day of December 1866 at 4 3/4 o'clock P.M. the said Mortgage deed was delivered to the Recorder of said County to be by him entered on on Record & was recorded on the 21st day of said month in Book No. 6 of Mortgage Records of said County of Union in pages 87 & 88

4th There is due & remaining unpaid upon said first mentioned note the sum of Seven hundred & fifteen ($715) dollars with interest from the 5th day of decmber 1868
5 The notes & mortgage were assigned & delivered by said Levin Willoughby to this plaintiff Mathew L. Stewart for a valuable consideration paid by him before said first mentioned note became due & payable & he is now the sole owner thereof.
6th The plaintiff asks that said Mortgage may be foreclosed, that he may have judgment on said first mentioned note for the sum of Seven hundred & fifteen dollars with interest from the 5th day of decmber A.D. 1868. that said premises may be sold & the proceeds thereof applied to the paiyment of said notes & such other & further relief as equity may require George Lincoln Pltffs Atty.

The State of Ohio Madison County ss. George Lincoln being Sworn says that he is the Attorney of the above named Mathew L. Stewart duly authorized in the premises - that said Mathew L. Stewart is not a resident of said County of Union - that the above Petition is founded upon a written instrument for the payment of money only & that the facts stated in the foregoing petition are as affiant believes true George Lincoln
Sworn to before me & Signed in my presence by said George Lincoln this 18th day of December A.D. 1868 B. F. Clark Notary Public Madison Co. Ohio

Issue to the Sheriff of Madison County returnable according to law for Jacob K. Deffenbaugh & Rachel Deffenbaugh his wife Foreclosure of Mortgage Amt Claimed to be due $715 00 with interest from the 5th day of december A.D. 1868 To the Clerk Dec. 18th 1868 Geo. Lincoln Atty for Pltffs
And thereupon the following Summons was issued by the Clerk of said Court viz.
The State of Ohio Union County ss. To the Sheriff of Madison County
You are Commanded to Notify Jacob K. Deffenbaugh & Rachel Deffenbaugh that they have been Sued by Mathew L. Stewart in the Court of Common Pleas of Union County and unless they Answer by the 23d day of January A.D. 1869 the Petition of the said Plaintiff against them filed in the Clerks office of said Court Such petition will be taken as true & Judgment rendered accordingly
You will make due return of this Summons on the 4th day of January A.D. 1869 Witness Taber Randall Clerk of said Court & the Seal thereof (L.S.) at Marysville this 19th day of Decmbr 1868 Taber Randall Clerk
Sheriff's Return. "Dec. 30th /68 Served Rachel Deffenbaugh by delivering her a true copy of this writ. and on same day left a true copy of this writ with the wife of said Jacob K. Deffenbaugh at his usual place of residence
Shff's fees $2.18 B. H. Lewis Sheriff M. C. By J. E. Freman Deputy
Afterwards on the 3d day of February 1869 the following Entry was made in the Journal of said Court,

Mathew L. Stewart
vs
Jacob K. Deffenbaugh & wife

This day came the said Mathew L. Stewart Plaintiff by his Attorney & the said defendants Still failing to Answer or demur to the petition of the said plaintiff this cause was Submitted to the Court. And the Court being fully advised in the premises do find the allegations of the said petition to be true And that the said plaintiff ought to recover of the said defendant Jacob K. Deffenbaugh the amount due him by reason of the premises. And the Court with the Consent of said plaintiff find that there is due from the said defendant Jacob K. Deffenbaugh to the said plaintiff on the note in said petition set forth the Sum of $722 15 in manner & form as the plaintiff hath in his petition alleged.

It is therfor considered Ordered & Adjudged by the Court that the Said Plaintiff Mathew L Stewart receiver of the Said defendant Jacob K. Diffenbaugh the Said Sum of $722 15/100 his debt So as aforsaid found due & also his costs in this behalf expended and so $

And it is further Ordered & decreed by the Court that if the Said defendant fail for five days from this date to pay Said plaintiff Said Sum of $722 15/100 So as aforsaid found due with interest & costs of Suit that an Order issue to the Sheriff of Said County of Union who is hereby appointed Special master Commissioner for that purpose commanding him to cause Said lands & tenements in Said petition discribed to be appraised advertised & Sold according to law to Satisfy Said judgement So as aforsaid ordered. And as to the notes not yet due & all questions herein this cause Stands Continued

Attest Jabez Randall Clerk

Cynthia Spain et als vs William Folk & wife et als } Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within & for the County of Union in the State of Ohio on the 29th day of September 1869

Heretofore on the first day of June 1869 the following Petition was filed with Clerk of Said Court which reads in the words & figures following to wit

Cynthia Spain W. F. Smith & Minerva Spain vs William Folk & Susan E. Folk } Court of Common Pleas Union County Ohio

Plaintiffs Defendants } Petition

The plaintiffs say that on or about the 30th day of May 1866 the defendant William Folk by his Signature of Wm Folk made & delivered to the plaintiffs his promissory note of that date & thereby promised to pay to the plaintiffs the Sum of Five hundred dollars with interest from april first 1866 on the first of April 1868 for value received A copy of said note is hereto attached Marked "A" Plaintiffs further say that on or about the 30th day of May 1866 the defendant Wm. Folk made & delivered to the plaintiffs his certain other promissory note of that date & thereby promised to pay to plaintiff or bearer the Sum of five Hundred dollars on the first day of April 1869 with interest from april first 1866 for value received a copy of which note is hereto attached marked "B."

Plaintiffs further Say that the said defendants Wm Folk & Susan E. Folk on or about the 30th day of May 1866 - to Secure the payments of said two promissory notes together with Another of Same amount which fell due april first 1867 executed and delived to the plaintiff their Mortgage deed of the date of May 30th 1866 and thereby conveyed to the plaintiffs their heirs & assigns the following lands & tenements Situate in said County of Union Ohio Being U. M. Survey No 3752 Hounded & described as follows. Beginning at a Stone (2 hickories gone) Southwest Corner to Said Survey No. 3752 thence with the original line of Said Survey N 54° E 162 poles to a Stake (an Elm bears N 62° W. 11 Ash bears S 70¼° W 19 Ash bears S 27½ & Maple N 59¼° E. 38 links) thence with a marked line N 35¼° W ~~poles~~ 101 poles & 2 links to a Stone (passing the N. W corner of W. W. Woods at 69 24/100 poles) thence S 54° W 163 poles with the South line of Survey No 3241 thence with Said line S 36° E. 101 poles & two links to the beginning — Containing 102 acres & 100 poles more or less -

(L.S.)

The condition contained in said Mortgage deed was in substance as follows If the said William Folk shall pay or cause to be paid unto the Cynthia Spain W.F. Smith & Minirva Spain or their assigns the sums of money following to wit, $500 Cts on the 1st of April 1867 - $500 Cts on the 1st of April 1868 & $500 Cts on the 1st of April 1869 with interest on each from April 1st 1866 which indebtnep is further evidenced by his three Several promissory notes payable to the grantees herein for those Sums at those dates, then these presents shall be void Otherwise to be and remain in full force & virtue in Law.

On the 25th day of June 1866 at 11 3/4 oclock A.M. the said Mortgage deed was delivered to the Recorder of said County and was recorded by him June 28th 1866 in Book No. 5 page 610 of the record of Mortgages of said County of Union Ohio

The said Mortgage deed was duly Stamped & the Stamps were cancelled -

By the failure of the said Wm Folk to pay or cause to be paid the two notes last mentined in said Condition, the said Mortgage deed has become absolute.

There is due & remaining unpaid upon said indebtedness the Sum of One Thousand One hundred & fifty dollars ($1150 Cts) with interest on $560 Cts from April 1st 1868 & interest On $590 Cts from April 1st 1869

The Plaintiffs ask that said Mortgage may be foreclosed, the said premises Ordered to be Sold the proceeds applied in payment of said indebtedness & such other & other & further relief &c

M. C. Lawrence Plaintiffs Attorney

The State of Ohio Union County - ss M.C. Lawrence being Sworn says he is the Attorney of the Plaintiff in this action duly authorised in the premises that said plaintiffs are non residents & absent from the County of Union, that the foregoing petition is founded upon written instruments for the payment of money only which are in his possession as such Attorney & that the facts Stated & allegations contained in the foregoing petition are true as he truly believes M.C. Lawrence

Sworn to by M.C. Lawrence before me & Signed by him in my presence this 1st day of June A.D. 1869

Taber Randall Clerk

Mr. Clerk - You will issue a Summons in this action for William Folk & Susan E. Folk directed to the Sheriff of Union County returnable according to law. Endorse - Plaintiff claims $1150 Cts with interest on $560 Cts from April 1st 1868 & interest on $590 Cts from April 1st 1869 and they ask foreclosure of Mortgage On 102 acres & 100 poles in Survy No 3752 from U. 1869 M.C. Lawrence Atty for Plff

And thereupon the following Summons was issued by the Clerk of said Court to wit.

The State of Ohio Union County SS. To the Sheriff of Union County -

You are commanded to notify William Folk & Susan E. Folk that they have been Sued by Cynthia Spain W.F. Smith & Minerva Spain in the Court of Common Pleas of Union County & unless they Answer by the 3d day of July A.D. 1869 the Petition of the Plaintiff against them filed in the Clerks office of said Court. Such petition will be taken as true & judgement rendered accordingly

You will due return of this Summons on the 14th day of June A.D. 1869

Witness Taber Randall Clerk of said Court and the Seal thereof at Marysville this 1st day of June 1869

(L.S.)

Taber Randall Clerk

Sheriffs Return Rec'd this writ June 1st 1869 Served William Folk by delivering to him a certified copy of this writ. Susan E. Folk deceased so Stated by Wm Folk June 2d 1869 Fees $2.27 Robert Sharp Sheriff

Afterwards On the twenty ninth day of September in the year one thousand eight hundred & Sixty nine the following Entry was made in the Journal of said Court which reads as follows to wit,

Cynthia Spain W. F. Smith & Minerva Spain Plffs
vs
William Folk et als Defts
Foreclosure of Mortgage.

This day came the plaintiffs by their Attorney No one appearing for the defendant William Folk. and this cause thereupon came on to be heard upon the petition of the plaintiffs together with the exhibits & testimony was submitted to the Court by said Plaintiffs. On consideration whereof the Court do find that the equity of the case is with the plaintiffs and that there is due from defendant William Folk to the plaintiffs on the promissory notes & Mortgage in the petition set forth at this date the sum of One thousand two hundred & eighteen dollars ($1218.00)

It is therefore considered Ordered Adjudged & decreed by the Court that the defendant William Folk within ten days from this date pay to the said plaintiffs said Sum of $1218.00 with interest from this day until paid and also the costs of this suit to be taxed — and in default thereof, that an Order issue to the Sheriff of this County for the time being who is hereby appointed Special Master for that purpose commanding him to proceed to sell the lands in the petition mentioned as upon judgments at Law & report his proceedings to the next term of this Court to which time all questions as to the rights & priorities of the other defendants are Continued And for report of Sale this Cause is Continued

Taber Randall Clerk

J. G. & F. Howard
vs
John Long

Pleas before his Honor J. S. Conklin Presiding Judge at a Court of Common Pleas begun held at the Court House in Marysville within & for the County of Union in the State of Ohio On the 21st day of January 1870. Heretofore on the 2d day of Decr 1869 the following petition was filed the Clerk of said Court which reads to wit.

J. G. & F. Howard Plaintiffs
against
John Long Defendant

Court of Common Pleas
Union County Ohio
Petition.

The plaintiffs Say

II. For first cause of action that this cause of action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy with the credits thereon to wit.

"$91 12/100 Thirty days after date I promise to pay to J. G. & F. Howard or order "ninety one & 12/100 dollars for value received with interest from date
" Columbus Decr 14th /67 (Signed) John Long"

Endorsed thereon is the following "August 20th 1869 paid on the within note $10.00"

That there is due & unpaid from defendant to plaintiff on said note the sum of ninety & 32/100 dollars with interest from the 20th day of August 1869

III. Second Cause of action. The plaintiffs say that this cause of action is founded upon a promissory note for the unconditional payment of money only of which the following is a copy "Marysville O. February the 9th 1869
"Thirty days after date for value received I promise to pay J. G. & F. Howard or order Sixty "eight 70/100 dollars for value received with interest from date
$68.70 (Signed) John Long"

There are no credits thereon. And there is now due & unpaid from defendant

to plaintiffs on said note the sum of Sixty Eight 70/100 dollars with interest from the 9th day of February 1869. Plaintiffs therefore ask judgment against said defendant for the sum of One hundred and fifty nine & 02 dollars with interest on $90.32 from August 20th 1869 & interest on $68.70 from February 9th 1869

Porter & Sterling Attorneys for Plffs.

The State of Ohio Union County SS. John L. Porter being sworn makes oath that he is one of the Attorneys for the plaintiffs in this action duly authorized. That plaintiffs are non residents of of Union County Ohio & now absent therefrom that affiant believs the facts stated in the foregoing petition to be true

John L. Porter

Sworn to by John L. Porter before me & Signed by him in my presents this 2d day of December 1869

Taber Randall Clerk

Clerk &c Issue a Summons returnable according to law. Indorse "Amount claimed $159.02 with interest on $90.32 from August 20th 1869 & interest on $68.70 from July 9. 1869

Porter & Sterling Attys for Plffs

Thereupon the following Summons was issued by the Clerk of said Court which reads to wit.

The State of Ohio Union County SS. } To the Sheriff of Union. You are commanded to notify John Long that he has been sued by J.G. & T. Howard in the Court of Common Pleas of Union County. and that unless he answer by the 1st day of January A.D. 1870 the Petition of the said plaintiffs against him filed in the Clerks Office of said Court such petition will be taken as true and judgment rendered accordingly

You will make due return of this Summons on the 13th day of December A.D. 1869

Witness Taber Randall Clerk of said Court & the Seal thereof at Marysville this 2d day of December A.D. 1869 (L.S.)

Taber Randall Clerk U.C.P.

Sheriffs Return. "Rec'd this writ Dec. 4th 1869 served John Long by delivering to him a certified of this writ at his usual place of residence fee $1.87 Robt Sharp Shff.

Afterwards on the 21st day of January 1870 the following was made in the Journal of said Court which reads as follows to wit.

J.G. & T. Howard }
vs }
John Long }

This day came the plaintiffs by their Attorneys & the said defendant having failed to answer or demur to the petition of Plaintiff. It is considered that the plaintiffs ought to recover of the said defendant the sum of one hundred & Sixty five 18/100 dollars $ demanded in his petition.

It is therefore considered & adjudged that the plaintiffs recover of the said defendant the said sum of One hundred & Sixty five 18/100 dollars together with their Costs in this behalf expended taxed at $

Taber Randall Clerk