LAW
RECORD

NO. 17.

UNION CO.
COM. PLEAS

MANUFACTURED BY

SIEBERT & LILLEY,

Opera House Building, COLUMBUS, O.

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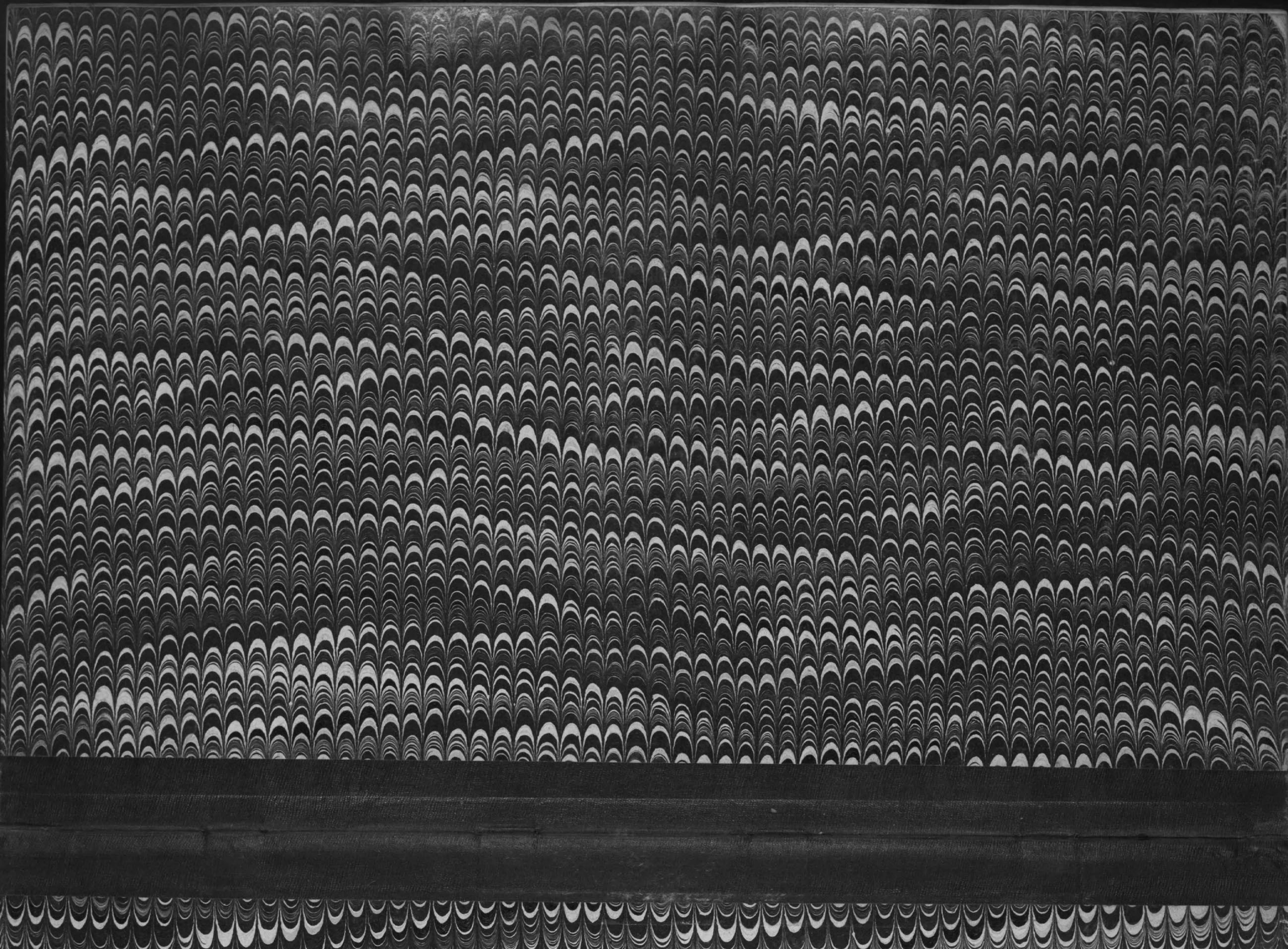
NOTICE.

We have a copy of the Ruling, Binding, &c., of this Book on our files. If you should want to duplicate it at any future time, send us the LETTERING ON THE BACK, and we can make another just like it.

SIEBERT & LILLEY.



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Answer

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Pleas before His Honor Thomas Beer presiding Judge of a court of common pleas begun and held at the court house in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to-wit on the 2d day of May 1878 the following Petition, Answer, & Entry was filed with the Clerk of said court which read as follows:

X

2918 Petition

J.J. Callendar vs. Samuel Everett J.C. Phillips. } J.J. Callender the above named plaintiff says that there is due him from Samuel Everett and J.C. Phillips the defendants on a joint & several promisory note made by the defendants dated the first day of February 1877 which note with the warrant of Attorney thereto annexed is hereto attached and made a part hereof the sum of One Hundred and Forty six Dollars and Sixty two cents with interest thereon at 8% per annum from the 25th day of January 1878. The Plaintiff further says that he is the legal owner and holder of said note that the is due and unpaid and that there is now due and owing to said plaintiff on said promisory note from the said defendants the sum of One Hundred and Forty six Dollars & Sixty Two cents with interest thereon at 8% from Jan 25th 1878. Wherupon the plaintiff asks Judgment against the said defts for the sum of One Hundred and Forty six Dollars and sixty two cents with interest thereon at 8% per annum from the 25th day of January 1878.

M.C. Gowey pltffs Attny

The State of Ohio Union County ss. M.C. Gowey being sworn says he is the attorney of the plaintiff in the above action duly authorized in the premises and says that he believes the statements in the foregoing petition to be true. He further says that the plaintiffs action is founded upon a promisory note given for the unconditional payment of money only and said note is now in affiants possession. M.C. Gowey

Subscribed by M.C. Gowey in my presence, and sworn to by him before me this 2d day of May 1878.

W.M. Winget Clerk.

Note

$500 North Lewisburg Ohio February 1st 1877. Five months after date we or either of us promise to pay to the order of J.J. Callender Five Hundred dollars with 8% interest after due payable at North Lewisburg Ohio. And we hereby authorize and empower any attorney at law at any time after this obligation becomes due to appear for us before any court of record in the State of Ohio or elsewhere and waive the issuing and service of process and confess judgment against us. And in favor of the payee above named, or assigns for the said sum interest and costs and attorneys' fees, and thereupon to release all errors and waive all right and benefit of a second trial or appeal in our behalf. Samuel Everett Seal. J.C. Phillips Seal.

Answer

J.J. Callendar vs. Samuel Everett et al } And now come Samuel Everett & J.C. Phillips the above named Defendants to by the undersigned A.T. Carpenter their attorney by virtue of a warrant of Attorney attached to the said note and waive the issuing and service of process in this case and consent that Judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition and against the above named Defendants for the sum of $136.12 the amount appear-

ing due for principle and interest on said note and also consent that Judgment be entered in the same manner against defendants for costs & this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the Judgment & this case is hereby waived May 2nd 1878.

A. J. Carpenter Att'y for Pl'ffs Att'y

Entry.

J. S. Callender vs. Samuel Everett Et al } This day came the plaintiff by M. C. Dewey his attorney and thereupon came A. J. Carpenter one of the attorneys of Record of this court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confesses that there is due from the defendant to the plaintiff as is alleged in the plaintiff's petition the sum of $150.12. It is therefore considered that the plaintiff do recover of the defendants the said sum of $150.12 so aforesaid confessed to be due together with the costs of suit herein to be taxed. And by virtue of said warrant of Attorney all errors are relea sed and all right of appeal and all right to file a petition in error are waved Judgment to bear 8 per cent interest from date.

Attest W. M. Winget Clerk.

Note

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Answer.

Pleas, before His Honor Thomas Beer presiding Judge of a court of common pleas begun and held at the court house in the town of Marysville in and for the County of Union and State of Ohio on the 2nd day of April 1878.

Heretofore to-wit on the 1st day of May 1878 the following Petition. Answer & Entry was filed with the clerk of said court which reads as follows:

E. Greenfield & Son vs. John F. Lust & John Lust } The plaintiffs E. Greenfield & Son say that the defendants John F. Lust & John Lust on or about the first day of May 1877 executed and delivered to the said plaintiff their promisory note of that date together with a warrant of Attorney a copy of which promisory note and warrant of Attorney are hereto attached marked "Exhibit A" and made a part of this petition. Said plaintiffs further say that said promisory note is due and unpaid and that they are the legal owners and holders thereof and that there is still due them thereon from said defendants the sum of One Hundred and nine and 8/100 Dollars. with interest at the rate of 8% per annum from the 16th day of February 1878. Wherefore the plaintiffs ask Judgment against said defendants for the sum of One Hundred and nine dollars and 88 cents with interest thereon at the rate of 8% per annum from the 16th day of February 1878 and for costs of suit. J. F. McNeal pl'ff's Att'y

Entry.

The State of Ohio Marion County ss. J. F. McNeal being duly sworn says that he is the Attorney of record of said plaintiff that this action was brought upon an instrument in writing for the payment of money only and that said instrument is in his possession and that he verily believes the statements contained in the foregoing petition are true in substance and in fact. J. F. McNeal

Sworn to by said J. F. McNeal before me and by him subscribed in my presence this 30th day of April 1878. R. A. Hopkins Probate Judge

Note $135.39 Six months after date for value received we jointly and severally promise to pay E. Greenfield & Son or order One Hundred and thirty five & 39/100 Dollars with interest at 8% per annum after date until paid. And we do hereby authorize and empower any Attorney at law at any time after the above note becomes due to appear for us or any of us without process in any court of record in the State of Ohio or elsewhere and confess a judgment for the said amount interest and costs in favor of the said payee and release all errors which may accrue in the rendition of such Judgment and we release the right of appeal the stay of execution and the power and privelege to hold exempt from execution any personal or real property belonging to us or either of us at and after the date of said Judgment and our said attorney is hereby Authorized to enter such released in said Judgment.
Witness our hands and seals this 1st day of May 1877. John F Lust [Seal]
John Lust [Seal]

Answer. E. Greenfield & Son vs John F Lust John Lust } By virtue of a warrant of Attorney attached to the foregoing petition I. J.W. Robinson an attorney at law in the several courts of record in the State of Ohio hereby enter an appearance for the said defendants at the suit of E. Greenfield & Son. plaintiffs against said John F. Lust and John Lust. Defendants and waive the issuing and service of process therein and confess Judgment in favor of the said E. Greenfield & Son against said John F. Lust & John Lust. for the sum of One Hundred and Twelve dollars and eighty cents. Damages being amount appearing due for principle and interest on said promisory note and also for costs of suit And I do hereby release all errors and waive all right of Appeal
J.W. Robinson Defts Atty

Entry. E. Greenfield & Son vs John F Lust and John Lust } This day came the plaintiff by J. F. McNeal his attorney and thereupon came J.W. Robinson one of the attorneys of Record of this court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confesses that there is due from defendants to said Plaintiffs as is alleged in plaintiffs petition the sum of $112.80. It is therefore considered that the plaintiff do recover of said defendants the said sum of $112.80 so as aforesaid confessed to be due together with the costs of suit herein to be taxed and with interest to be computed at the rate of 8% per annum and by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived
Attest W.M. Wriger Clerk.

Pleas before this Honor Thomas Beer presiding Judge of a court of common pleas begun and held at the court house in the town of Marysville in and for the county of Union & State of Ohio on the 29th day of April 1878. Heretofore to-wit on the 18th day of August 1878 the following Petition was filed with the clerk of said court which reads as follows:

X

Petition 25:33

John. E Lotspeick
vs.
Ross Scott Etals

The plaintiff says that on the 8th day of April 1876 that Ross Scott one of the defendants made and delivered to Eliza J. Tucker one of the defendants his two promisory notes of that date the first note and the one on which this suit is brought called for $200. and the second for $100. and the first due May 1st 1877 And said defendant Ross. Scott thereby promised to pay the said Eliza J. Tucker the said sum of money. The plaintiff says that Eliza J. Tucker sold and delivered said note calling for $200. with the interest thereon to one John. D Burgner and by said Burgner sold and transfered to this plaintiff before due and plaintiff is now owner and holder there of. Ross Scott on the 8th day of April 1876 to secure the payment of said notes executed and delivered to said Eliza J. Tucker his Mortgage and thereby conveyed to said Eliza J. Tucker her heirs and assigns the the following lands and tenements situate in the village of Richwood County of Union and State of Ohio and being In lot No 40 for a more complete description of said lands reference is hereby made to the town plot of said lands now on Record in Recorders office of said County on the 11th day of April 1876 at 9 o'clock A.M. said Mortgage was left with the Recorder of said county for Record and was duly recorded May 12th 1876 in Book 12. page 384 & 5 of Record of Mortgages. The plaintiff says these notes a copy of which is hereto attached. "A" & "B" respectfully were given for the purchase money of said lands. The said deed has become absolute There is due to the plaintiff from the defendant Ross Scott on said note and Mortgage the sum of $200 with interest thereon from April 8" 1876. The plaintiff says that he is informed and believes that the defendant Eliza J. Tucker claims to hold the said note calling for $100 And which is secured by said Mortgage deed He says that the Bank of Richwood and the Richwood Union Building & Loan Association claims to have a lein on said lands. The plaintiff asks that said Mortgage may be foreclosed the said premises ordered to be sold and the proceed applied to the payment of said debt and that execution may be awarded for the balance.

Sterling & Ayers plffs Attys

State of Ohio Union County ss. John E Lotspeick the plaintiff in this suit being sworn says the facts stated and the allegation made in his petition are true as he believes.

John. E. Lotspeick.

Sworn to and subscribed before me by John E. Lotspeick this 31st day of August 1877

J.M. Horrell. J.P.

Praecipe — Clerk — Issue summons on the foregoing petition Endorse suit to foreclose Mortgage Amount claimed $200. with interest from April 8th 1876

Sterling & Ayers plffs Atty

Note — Copy of Note "A" — $200. By the first of may A.D 1877. I promise to pay Eliza J Tucker or order Two Hundred Dollars with interest. Val. Rec'd April 8th 1876.

Ross. Scott.

Copy of Note "B" — The second note is of the date of April 8th 1876 and due Oct. 1st 1877 and calling for One Hundred Dollars and payable to Eliza. J. Tucker or order

Ross Scott.

Summons

Return

Entry ✓

Answer

Afterward to-wit on the 7th day of September 1877 the following writ of summons was issued with the clerk of said court which reads as follows:

Summons. The State of Ohio Union County ss To the Sheriff of the County of Union Greeting We Command you to notify Ross Scott, Eliza J. Tucker, The Bank of Richwood, & The Richwood Union Building and Saving Association that they have been sued by John E. Lotspeick in the court of Common pleas of Union County and that unless they answer by the 6th day of October 1877 the petition of the said John E. Lotspeick 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 17th day of September 1877. Witness my hand and the seal of the said Court this 7th day of September 1877.

W.M. Winget Clerk.

Afterward to-wit on the 17th day of September 1877 writ returned & filed, Endorsed,

Return. Received this writ Sept 7th 1877 And pursuant to its command Served the same Sept 13th 1877 By delivering to the within named Ross Scott a certified copy of this writ with the endorsments thereon. And the same day delivered to B.L. Talmage as cashier of the Bank of Richwood a certified copy of this writ with the endorsments thereon, And on the same day delivered to J.P. Brooking as secretary of the Richwood Union Building and Saving Association a certified copy of this writ with the endorsments thereon. And the same day left at the residence of the within named Eliza J. Tucker a certified copy of this writ with the endorsments thereon

J.J. Miller Sheriff.

Afterward to-wit on the 15th day of Oct 1877 the following Entry was made on the Journal of said court which reads as follows:

Entry. John E. Lotspeick vs Ross Scott et als } This day this cause came on to be heard and the defendants having failed to answer or demurer to said petition but being in default It is considered by the court herein that said plaintiff is entitled to recover of the said defendant Ross Scott the sum of $218. as he set forth in his petition. It is therefore considered by the court that the plaintiff recover of the said defendant the said sum of $218.00 as aforesaid found to be due to him and also his costs herein expended Taxed to $. It is further ordered, adjudged & decreed that in case the said defendant fails for ten days after the closing of this term of court to pay the plaintiff the said sum of $218. and cost aforesaid Thereupon order Issue to 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 the said sum so found to be due with costs of suit and Eliza J. Tucker and the Bank of Richwood and the Richwood Union Building & Saving Association have leave to file Answers in 60 days from the close of this term of court.

Afterward to-wit on the 20th day of Nov 1877 the following Answer was filed with the clerk of said court which reads as follows:

Answer. John E. Lotspeick vs. Ross Scott et als } The Defendant the Bank of Richwood comes and by leave of the court filed this its Answer to the petition of the plaintiff and says

that on the 30th day of September 1876. it obtained a Judgment in this court against the defendant Ross Scott for the sum of $139.16 And the same become a lein on the lands described in the petition of the plaintiff from that date also its costs in that behalf expended taxed to $13.25.
This defendant therefore asks that said lands are sold that this defendant be paid its said Judgment with the interest thereon from Sept 30th 1876. at 8% also its costs expended in the suit above stated

Sterling and Ayers.

State of Ohio Union County ss. A James Stirling being Sworn say he is one of the attorneys for the defendants and that the facts above Stated are within his personal knowledge and he believes the facts stated and the allegations made in the foregoing Answer are true as he believes

A. James Stirling

Sworn to and Subscribed before me this 21st day of Nov 1877.

W. M. Winget Clerk.

Ord. Sale.

Afterward to-wit on the 21st day of Nov. 1877 the following Answer was filed with the clerk of said court which reads as follows.

Answer

John E. Lotspeick vs Ross Scott Etals } The defendant Eliza A. J. Tucker and by leave of the court filed this her separate answer and says that she is the legal owner and holder of the 2nd Note described in the petition of the plaintiff of which the following is a copy.

Note

$100. By the 1st day of October 1877 I promise to pay Eliza J. Tuckes or order One Hundred Dollars with interest. Value Received April 8th 1876

Ross Scott.

This defendant says there is due her and unpaid on said note and Mortgage the sum of $100 with interest from April 8th 1878
This defendant by way of cross petition asks that said mortgage deed described in said petition may be foreclosed and the lands therein described ordered to be sold and that the proceeds arising from said sale be applied to the payment of her said claim and such other relief as in equity she is entitled to. Sterling & Ayers.

State of Ohio Union County ss. A. James Sterling being sworn says that he is one of the attorneys for the defendant and he says this action is founded upon a written instrument for the payment of Money Only and are now in possession of Affiant and that the facts stated and allegations made in the petition are true as she believes

A. J. Sterling

Sworn to and subscribed in my presence this 21st day of Nov. 1877.

W. M. Winget Clerk.

Sheriffs Return.

Afterward to-wit on the 7th day of March 1878 the following Entry was made on the Journal of said court which reads as follows.

Entry

John E. Lotspeick. vs Ross Scott Et als } This day on motion to the court leave was granted to Eliza J. Tucker to withdraw her answer and cross petition in the case of John E. Lotspeick. vs Ross Scott et als. and it was on further motion ordered by the court that the case of Eliza J Tucker vs. Ross Scott et als be consolidated with the said case of John E. Lotspeick vs Ross Scott et als. and it appearing to the court

that the real estate heretofore ordered to be sold in this case has been twice advertised and offered for sale and still remains unsold for want of bidders now on motion of the attorneys for the plaintiff in this case No 2553 the appraisment heretofore made is hereby set aside and a new one ordered and cause as consolidated be continued under former order of sale.

Afterward to-wit on the 12th day of March 1878 the following Order of Sale was issued with the clerk of said court which reads as follows:

Ord. Sale. The State of Ohio Union County ss. To the Sheriff of said county. Greeting. Whereas at a term of court of common pleas held at Marysville in and for said county on the 15th day of October 1877 in the cause of John E Lotspeick plaintiff and Ross Scott et als Defendants it was ordered Adjudged and decreed as follows to-wit. That in case the defendant Ross Scott fail for ten days from the close of this term of court to pay said plaintiff the sum of $218[00] & costs of suit that an order issue to the Sheriff of said county commanding him to advertise & Sell the lands and tenements described in the petition according to law. To wit Situate in the village of Richwood County of Union & State of Ohio being Jn lot No 40. For a more complete description reference is had to the town Plat of said lot now on Record in the Recorders Office of said county. We therefore Command you That you proceed to carry said order, Judgment and decree into execution agreeably to the tenor thereof and that you expose to sale the above described real estate under the Statute regulating sales on execution And that you apply the proceeds of such sale in the satisfaction of said Judgment and decree with costs and interest as specified therein and that you make report of your proceedings herein to our court of Common pleas within sixty days from the date hereof and bring this order with you. Witness my signature as the clerk of said court of Common pleas and the seal of said court at Marysville this 12th day of March 1878. W.M. Winget Clerk.

Sheriffs Return. In obedience to the command of the Order of Sale hereto annexed I did on the 15th day of March 1878 Summon, S.M. Blake, George Smith and J.P. Brookins. three disinterested freeholders of said county who were by me sworn to view and appraise the lands and tenements therein described and afterward on the 15th day of March 1878 said returned to me under their hands and seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at Three Hundred and Fifty dollars. A certified copy of said appraisal I forthwith deposited in the Clerks Office of said court of common pleas of said County and on the 20th day of March 1878 I caused to be advertised in the Marysville Tribune (a newspaper printed and published & of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the court house of said County on the 20th day of April 1878 at one o'clock P.M. of said day And having advertised said lands and tenements for more than thirty days previus to the day of sale to-wit five consecutive weeks and in pursuance to said notice I did on the 20th day of April 1878

at the time and place above mentioned proceed to offer said lands & tenements for sale at the door of said court house and then and there came John. D. Burgner who bid for the same the sum of Two Hundred & thirty four dollars and said sum being more than two thirds the appraised value thereof and said John D. Burgner being the Highest & Best Bidder thereof & then and there publicly sold and struck off said lands and tenements to him for said sum of Two Hundred and thirty four Dollars. Sheriff's Fees $10.25. Appraiser's Fees $1.50. Printers Fees $6.00

J. J. Miller Sheriff.

Afterwards to-wit on the 15th day of May 1878 the following Entry was made on the Journal of said Court which reads as follows:

Entry

John. E. Lotspeick vs. Ross Scott Etals. } On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on Call & full examination of the proceedings of the said Sheriff being satisfied that the same have been heard in all respects in conformity to law and the order of this Court. It is ordered that the said proceedings and sale be and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser John D. Burgner by deed in fee simple the lands and tenements so sold and a writ of possession is awarded to put said purchaser in possession of said premises And the Court coming now to distribute the proceeds of said Sale Amounting to $234.00 it is ordered that the Sheriff out of the money in his hands pay First the costs of this action taxed to $. Second to the plaintiff John. E. Lotspeick the amount heretofore found due him with interest to wit the sum of $221.87.

Attest W. M. Winget Clerk.

Pleas before His Honor Thomas Beer presiding Judge of a court of Common pleas begun and held at the court house in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to-wit on the 6th day of April 1877 the following Petition was filed with the clerk of said court which reads as follows:

Petition 2409.

Francis Baldwin vs. Peter Winegar, G.B. Hamilton & J.W. Hamilton } The plaintiff says that on or about the 5th day of January 1877 the defendant Peter Winegar made and delivered to the defendant G.B. Hamilton his promisory note of that date of which note the following is a copy.

$613.33. Marysville Ohio January 5th 1877. One day before April 1st 1877 for value received I promise to pay to G.B. Hamilton or Bearer the sum of Six Hundred Thirteen & 33/100 Dollars with interest from date

(Signed) Peter Winegar.

There are no credits nor indorsments on said promisory note. The plaintiff further says that the defendant Peter. G. Winegar to secure the payment of said promisory note did on the 5th day of January 1877 execute and deliver to the said G.B. Hamilton & J.W. Hamilton his mortgage deed of that date and thereby conveyed to the

said G.B. Hamilton & J.W. Hamilton their heirs & assigns forever the following lands and tenements Situated in Union County Ohio. Situated in U.M. Survey No- 5809. And described as follows: A certain tract of land on the waters of Fulton Creek in Claibourn Township in said county and being part of V.M. Survey No 5809 and being Lot No One of said Survey according to the Survey of the same made by A.F. Wilkins containing One Hundred and Seventeen (117) acres and One Hundred & Thirty seven (137) poles. Less (3½) Three & one half Acres heretofore conveyed off the same to Allen Lister by Andrew Byers and less Twelve & one half Acres heretofore conveyed off the same by John A. Cook to Richard Biddle The amount of land herein conveyed being One Hundred and one (101) Acres and One Hundred & Thirty seven poles. A plat of said Survey above Stated made by A. F. Wilkins reference to which is hereby made is duly recorded in the recorder's Office of Union County Ohio in plat Book No One Page One. The consideration contained in said mortgage deed was in substance as follows, to wit: Provided always and these presents are upon this condition: That if the said Peter. S. Winegar shall pay or cause to be paid unto the said Grantees his three several promisory notes of this date as follows: Two notes to J. W. Hamilton or Bearer one calling for $613.15 on or before April 1st 1878 with interest from date, and the other for $612.93 with interest from date on or before April 1st 1879: Also one note executed to G.B. Hamilton or bearer calling for $613.93 with interest from date on or before April 1st 1877. If the said Peter. S Winegar shall cause the notes above described to be paid to the parties named respectively or to their heirs and assigns respectively then these presents shall be void otherwise to be and remain in full force and virtue Plaintiff further states that on the 5th day of January 1877 at 5 o'clock P.M. of said day said Mortgage deed was delivered to the recorder of Union County Ohio to be by him entered on record and was by him recorded on the 11th day of January 1877. Plaintiff further states that before the promisory note of which the above is a copy become due the same was transfered and delivered to him by defendant G.B. Hamilton for a full, fair, and valuable consideration to him paid by plaintiff and that by the purchase and delivery of said note he has an interest in said Mortgage deed. Plaintiff further states that note has become due and remains unpaid and there is now due thereon and remaining unpaid the sum of Six Hundred & Thirteen & 93/100 Dollars with interest from January 5th 1877. Wherefore the plaintiff asks Judgment against said defendant Peter. S. Winegar for said sum of $613.93 with interest from January 5th 1877 that said Mortgage deed may be foreclosed the said premises ordered to be sold and the proceeds applied to the payment of said indebtedness and for such other relief &c. Geo. D. Hamilton pltffs Atty

State of Ohio Union County ss. Francis Baldwin being by me first duly sworn deposes and says that the facts stated and the alleations contained in the foregoing petition are true as he verily believes. Francis Baldwin Sworn to before me by Francis Baldwin and by him subscribed in my presence this 6th day of April 1877.

W.M. Winget Clerk

Praecipe. Clerk — You will issue summons to the Sheriff of Union County for the defendant Peter G. Winegar returnable according to law. and endorse. Plaintiff's cost & Judgment for $613.93 with interest from January 5th 1877 and foreclosure of Mortgage. Geo. O. Hamilton."

We hereby waive the issuing and service of process in this case against us. and enter of appearance herein this 6th day of April 1877.

J.W. Hamilton
By Geo O Hamilton & G.B. Hamilton.

Afterward to-wit on the 5th day of April 1877 the following writ of summons was issued with the clerk of said court which reads as follows:

Summons. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting. We command you to notify. Peter G. Winegar that he and others have been sued by Francis Baldwin in the court of common Pleas of Union County and that unless they answer by the 5th day of May 1877 the petition of the said Francis Baldwin 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 1877. Witness my hand and the seal of said court this 5th day of April 1877.

W.M. Winget Clerk.

Return. Afterward to-wit on the 12th day of April 1877. writ Ret'd & filed Endorsed:

Rec'd this writ April 7th 1877 at 4 o'clock P.M. and pursuant to its command. I did serve the within named Peter G. Winegar by delivering to him a certified copy of this writ on the April 10th 1877.

Fees. $2.20

J.J. Miller Sheriff
By L.M. Landon Dpty.

Afterward to-wit on the 30th day of April 1877 the following Answer was filed with the clerk of said court which reads as follows:

Answer. Francis Baldwin vs. Peter G. Winegar etals } The defendant Peter G. Winegar now comes and for his separate answer to the petition of the plaintiff in the above case says: That he admits the execution of the notes and Mortgage as set forth in plaintiffs petition and he denies each and every other allegation contained therein. For a second ground of defense plaintiff says that said Mortgage deed and notes were made and delivered to G.B. Hamilton one of the defendants in the above action: and he says that the notes described in plaintiffs petition and the Mortgage deed given to secure the same was executed by this defendant upon the defered payments as purchase money upon the lands described in said petition. The plaintiff further says he purchased of said G.B. Hamilton Two Hundred Acres of land being the same lands described in plaintiffs petition and for which said Two Hundred acres of land the defendant G. B. Hamilton executed and delivered to this defendant a deed of general warranty purporting and pretending to convey to this defendant said Two Hundred Acres of land but in truth and fact only conveyed by said deed of general warranty One Hundred & Ninty three acres of land and no more the defendant further says that the deficiency between the amount of land so contracted to be deeded to this defendant and the amount in fact deeded to this defendant as aforesaid the said plaintiff well

knew at the time he purchased the said note as is alleged in his petition This defendant says he was to pay $— per acre for said land and he therefore asks that he may be allowed an offset against the said note due April 1st 1877 described in plaintiffs petition to the Amount of $— with interest thereon from the day of 1877 and such relief as the case demands.

Sterling & Ayers. Defts attys

State of Ohio Union County ss. Peter G. Winegar being by me first duly sworn deposes and says that the facts stated and the allegations contained in the foregoing answer are true as he verily believes

Peter G. Winegar

Sworn to before me by Peter G. Winegar and by him subscribed in my presence this 30th day of April 1877. W.M. Winget Clerk.

Afterward to-wit on the 14th day of Oct 1877 the following Entry was made on the Journal of said court which reads as follows:

Entry.

Francis Baldwin vs. Peter G. Winegar et al } This day this cause came on to be heard upon the petition of the plaintiff testimony exhibits the defendants all being in default for answer or demurrer the defendant Peter G. Winegar having asked and obtained leave to withdraw his answer filed herein from the files and neither party requiring a Jury was submitted to the court by plaintiff. Upon consideration after being fully advised in the premises the court finds that there is due from the defendant Peter G. Winegar upon the promisory note set forth in plaintiffs petition to the plaintiff on the 17th day of September 1877 the sum of Six Hundred and forty & 2/100 ($640 2/100) Dollars. It is therefore considered, ordered and adjudged that the plaintiff Francis Baldwin recover of the defendant Peter G. Winegar said sum of $640 02/100 together with his interest and costs of this suit. Upon further consideration the court find that the said sum of $640 02 is now a just and valid lein upon the lands described in plaintiff's petition by virtue of the mortgage therein set forth. It is therefore considered, ordered, adjudged, & decreed that if said defendant Peter G. Winegar fail for five days from this date to pay to the plaintiff Francis Baldwin said sum of $640,02 together with its interest and also the costs of this suit then that an order issue to the Sheriff of Union County Ohio for the time being commanding him to proceed to cause the lands and tenements in the petition described to be appraised advertised and sold as upon judgments at law. and that he bring the proceeds arising from such sale into this court subject to the further order of court. For report of Sheriff this cause stands continued.

Attest W.M. Winget Clerk

Pleas before His Honor Thomas Beer presiding Judge of a court of Common pleas begun & held at the court house in the town of Marysville in and for the county of Union and State of Ohio on the 2nd day of April 1878. Heretofore to-wit on the 9th day of Aug. 1876 the following Petition was filed with the clerk of said court which reads as follows:

X

Petition 2886.

Bank of North Lewisburg } The plaintiff says this suit is founded
vs. upon a promisory Note for the payment
James Williams Et al } of Money only of which a copy is hereto
attached Marked "A" with the endorsments thereon. The plaintiff says it is the legal owner & holder of said promisory Note having purchased the same before due of Ida Donahoe the payee of said Note for a valuable consideration. The plaintiff says there is due it from the said defendants and unpaid the sum of One Hundred & seventy Eight & 10/100 Dollars with interest from July 6th 1876. This plaintiff therefore asks Judgment against the defendants for the sum of One Hundred and Seventy Eight & 10/100 Dollars with interest from July 6th 1876.

A. James. Sterling plff's Atty

State of Ohio Union County ss: A. James Sterling being by me first duly sworn says this suit is founded upon a written instrument and it is now in his possession. He further states that he is one of the attorneys in the suit and duly authorized in the premises. He says 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. J. Sterling and signed by him in my presence this 9th day of Aug. 1876. W. M. Winget Clerk.

Praecipe Clerk— Issue a summons in the above case Endors suit on note Amount claimed $178.10 with interest from July 6th 1876.

A. James. Sterling plaintiffs Attorney

Afterward to-wit on the 9th day of August 1876 the following writ of summons was issued with the Clerk of said court which reads as follows.

Summons The State of Ohio Union county ss. To the Sheriff of the county of Union Greeting. We command you to notify James Williams, Stephen Williams and Jacob Leonard that they have been sued by Bank of North Lewisburg in the court of common pleas of Union County and that unless they answer by the 9th day of September 1876 the petition of the said Bank of ~~Richwood~~ Lewisburg 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 21st day of August 1876. Witness my hand and the seal of said court this 9th day of August 1876.

W. M. Winget Clerk.

Return Afterward to wit on the 23rd day of Aug. 1876. writ returned filed endorsed. Rec'd this writ Aug. 9th 1876 and pursuant to its command on the 18th day of August 1876. I served the within named defendants by delivering to each of them a certified copy of this writ with the endorsments thereon. Fees $2.25 On the 2nd day of Sept 1876

John C. Price Sheriff

Afterward to wit the following answer was filed with the Clerk of said which reads as follows.

Answer Bank of North Lewisburg } The defendants to James Williams & Stephen
vs. williams now come and for their answer
James Williams et als } to the petition of the plaintiff say that
they (no either of them) never executed the note described in the plaintiffs petition and therefore they deny each and every allegation therein contained. For a second ground of defense the said James

and Stephen Williams say That about the time said note was alleged to have been given these defendants executed a note for said amount payable to Fullington, Phellis & Woods. But the defendants say they never executed sucha note payable to Ida Donohue and they never executed such note with Jacob Leonard either as joint makers or as surety. These defendants therefore say that if the note set forth in plaintiffs petition be the note they signed there has been motional alterations made in said note since its execution and delivery by these defendants and such alteration has been made by the plaintiff or other peron wholly without the knowledge or consent of these defendants and therefore it is not now the note of these defendants nor are they bound thereby for said sum claimed by plaintiff nor for any portion thereof. The said James & Stephen Williams therefore ask that they may go hence without day and recover their costs herein.

Carpenter & Pudney Attys

The State of Ohio Union County ss. James Williams & Stephen Williams defendants herein being each severally sworn say that the facts stated and allegations made in their foregoing Answer are true as they verily believe

James Williams & Stephen Williams

Sworn to by said James Williams & Stephen Williams before me and by them signed in my presence this 9th day of September 1876.

W. M. Winget Clerk.

Afterward to-wit on the 7th day of October 1876 the following Answer was filed with the clerks Office of said court which reads as follows.

Answer

Bank of North Lewisburg
vs
James Williams Et als

} Now comes the said Jacob Leonard one of said defendants and for his separate answer says that he signed said note set up in plaintiffs petition as surity and accomodation Endorser for and at Request of Ira Donohue. That he never received any part of said consideration of said note.

Defendant denies each and every allegation of said petition and the answer of James Williams and Stephen Williams not above admitted. Defendant Jacob Leonard therefore prays that Judgment to be taken against said James Williams and Stephen Williams as principles and makers of said note and this defendant as surity and for all proper relief.

Kennedy & Mather attys

State of Ohio Union County ss. Jacob Leonard being first duly sworn Deposeth and says that the facts set forth and the allegations made in the foregoing Answer are true as he verily believes

Jacob Leonard

Sworn to by said Jacob Leonard and by him subscribed before me this 7th day of October 1876. W. M. Winget Clerk.

Afterward to-wit on the 2d day of May 1878 the following reply was filed with the Clerk of said court which reads as follows

Reply.

Bank of North Lewisburg
vs
James Williams Et als

} Now comes the said plaintiff and for their Reply in the above entitled case to the several answer of the defendants say. The note in the petition described is in the same

condition in all respects as when they purchased it as therein alleged That they had no knowledge or notice that said Leonard was an accomodation endorser or anything but a principle & Joint & several maker of said note at the time they purchased it as aforesaid And that they purchased it in the ordinary course of busines without notice of any defense thereto or any of the claims set up by either of the defendants in the several answers by them filed in this case. They further say that they have knowledge excepted as herein before stated as to any of the matters and things set up by defendants by way of defense in their several Answers and therefore denies the same and asks Judgment as in the petition prayed for. P.B. Cole & Sons. pltffs Attys

The State of Ohio Union County ss. J.B. Cole. being sworn says that he is one of the Attorneys of the plaintiff in the above entitled case duly authorized in the premises. that said plaintiff is a non-resident of said county of Union and now absent therefrom, and that the facts stated and the allegations of of the foregoing pleading are as he believes true. J.B. Cole Sworn to & subscribed before me this — day of May 1878.

W.M. Winget Clerk.

Afterwards to-wit on the 3d day of May 1878 the following entry was made on the journal of said court which reads as follows

Entry

Bank of North Lewisburg
vs.
James Williams et al

This cause coming on for hearing and a Jury being waived was submitted to the court upon the pleadings and evidence on consideration whereof. The court find for the plaintiff upon the issues Joined and against the defendants James Williams and Jacob Leonard and the said defendants James Williams & Jacob Leonard are indebted to the plaintiff in the sum of $201 06/100. And against the defendant Stephen Williams the court find that the plaintiff has no cause of action upon the petition herein. It is therefore considered that the said plaintiff recover of the said James Williams & Jacob Leonard defendants. the said sum of $201 06 with interest at 8% and its costs herein taxed to $—
And that the said defendant Stephen Williams go hence without day and recover of the plaintiff his costs herein Expended. And it being made appear to the court that the defendant Jacob Leonard is liable as guarantor for his co- defendants James Williams it is hereby certified that James Williams is principle debtor and Jacob Leonard is Guarantor in the above Judgment.

Attest W M Winget Clerk.

Pleas before His Honor Thomas Bell presiding Judge of a court of common pleas begun and held at the court house in the town of Marysville in and for the county of Union and State of Ohio on the 2nd day of April 1878. Heretofore to-wit on the 1st day of December 1877 the following petition was filed with the Clerk which reads as follows.

Petition 26/76

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Petition 2676

John. K. Brown plaintiff
vs
W. M. Brown Etals Defendants

} John K. Brown the plaintiff says that on or about the 1st day of February 1875 one John K Brown late of Union County Ohio died intestate seazed of an estate in fee simple in the following described real estate in said county and State to wit: Part of V. M. Survey No-5497. Beginning at a point in the center of the Waldo Gravel road and at the south east corner of lands of John. H. Stewart lying north of said road. Thence N 81° 30' E. along the center of said road Sixty five & 7/8 rods: Thence N 9° 25' West 48½ rods to a stone. Thence S. 81° 30' W 64 7/8 rods to the center of a road: Thence along the center of said road S 9° 25' E. 48½ rods to the begining containing Twenty acres of land. The said premises descended to the following persons only heirs and legal representatives of the said John. K Brown dec free from dower: II The plaintiff John. K. Brown who is a son of the said John. K. Brown deceased. III W.M. Brown who is a son of the said John. K. Brown deceased. IIII Sarah. M. Metz (wife of James Metz) who is a daughter of the said John. K. Brown deceased and resides in Marion County Ohio her address being New Bloomington in said county. IIII Lucy. E. Brown, Anna Brown, Stanton Brown and Mabel Brown children and heirs of Elijah. W. Brown dec who was a son of said John. K. Brown deceased and who resides in Juba County in the State of California their address being Smartsville in said county. That said John K. Brown also left surviving the following sons and daughter all of the age of Minority at the date of the deceased to-wit. Ann. Elizabeth Parmenter intermaried with Alonzo Parmenter, Clarinda. M. intermaried with Hiram Parmenter. Mary. L. intermaried with James McIntyre, and Deborah. H. intermaried with Charles Lake the said Deborah Lake being now deceased and Delia J. Brown a daughter of said John. K. Brown deceased. That since the decease of the said John. K. Brown the said W. M. Brown has purchased the interests of the said Ann. E. Parmenter and her husband, Clarinda. M. Parmenter and her husband. Mary. L. McIntyre and her husband and Delia. J. Brown, & Deborah. H. Lake and her husband, and is now the owner of the several interests in said land which descended to them at the death of said John. K. Brown deceased. The parties herein named have the following undivided estate in said premises. The plaintiff John K. Brown one undivided ninth in fee simple. The said W. M. Brown one undivided ninth by deceased and the undivided five ninths by purchase. as above stated making in all making in all the undivided six ninths thereof in fee simple. The said Lucy. E Brown, Delia Brown, Stanton Brown, Anna Brown, Earnest Brown and Mabel. Children and heirs at law of said E. W. Brown deceased each one undivided fifty fourth part in fee simple making one ninth together. The said Sarah. Metz the wife of James Metz the undivided one ninth in fee simple. The said John K Brown plaintiff and W.M. Brown reside in Union County Ohio. The said

Entry

John K. Brown plaintiff asks that the said W.M. Brown and Sarah M. Metz and James Metz her husband, Luey E. Brown Anna Brown, Earnest Brown, Delia Brown, Stanton Brown and Mabel Brown, be made parties defendant to this petition, And plaintiff desiring to hold his interest in Severalty asks that partition may be made of said premises or if partition cannot be made of the same without manifest injury then that the premises may be ordered to be sold or ither orders mad according to the statute.

M.C. Lawrence plffs Atty.

Answer

The State of Ohio Union County ss. John K. Brown plaintiff being sworn says the facts stated and the allegations contained in the foregoing petition are true as he verily believes.

John K. Brown.

Sworn to by John K. Brown before me an signed by him in my presence this 19th day of December 1877. W.M. Winget Clerk.

I hereby acknowledge service of notice in this action and enter my appearance thereon December 19th 1877.

W.M. Brown

Legal Notice

Entry

Luey E. Brown, Anna Brown, Earnest Brown Delia Brown Stanton Brown and Mabel Brown Children and heirs at law of E.W. Brown deceased supposed to reside in Yuba county California: Sarah M. Metz and James Metz her husband resident of Marion County Ohio will take notice that a petition was filed against them and others on the 19th day of December 1877 in the Court of Common pleas of Union County Ohio by John K. Brown and is now pending, wherein the said John K Brown demands partition in the following real estate in said county of Union, Ohio, to-wit: Part of U.M. Survey No. 5499 Beginning at a point in the center of the Waldo Gravel road and at the South east corner of lands of John H. Stewart lying north of said road thence North 81° 30' E along the center of said road 65 7/8 rods thence North 9° 25' West 48½ rods to a stone. Thence S. 81° 30' W 65 7/8 rods to the center of a road. Thence along the center of said road S. 9° 25' E 48½ rods to the Beginning, containing twenty acres of land. And that at the next terms of said court to commence February 4th 1878 application will be made by the said John K. Brown for an order that partition may be made of said premises or other order made pursuant to the statute

M.C. Lawrence Atty

John K. Brown.

The State of Ohio Union County ss. W.O. Shearer being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a news paper of general circulation in the County of Union the first publication beginning with Dec. 26th 1878

W.O. Shearer.

Sworn to and subscribed before me this 2nd day of February 1878.

W.M. Winget Clerk.

Afterward to-wit on the 12th day of Feb 1878 the following entry was Made on the Journal of said court which reads as follows.

Entry

John K. Brown
vs.
W.M. Brown Etals

} It appearing to the court that Anna Brown, Earnest Brown, Delia Brown, Stanton Brown, and Mabel Brown, children and heirs at law of Eligah W. Brown dec'd are minors. The court appointed A.J. Carpenter Esq- guardian ad-litem for said minors and he thereupon appeared, accepted said appointment and filed an answer as such guardian ad litem.

Afterward to-wit on the 12th day of February 1878 the following answer was filed with the clerk of said court which reads as follows:

Answer

John K. Brown
vs.
W.M. Brown Etals

} A.J. Carpenter Guardian ad litem for the infant defendants Anna Brown, Earnest Brown, Delia Brown, Stanton Brown, and Mabell Brown. Now comes, and for answer to the petition filed in this case says that he has no information whichever upon the subject and therefore denies each and every allegation in the petition. And in consequence of the incapacity of said infants he asks the court to carefully gaurd their interests. Feb 12th 1878.

A.J. Carpenter.

Afterward to-wit on the 12th day of Feb. 1878 the following Entry was made on the Journal of said Court which reads as follows:

Entry

John K. Brown
vs.
W.M. Brown Etals

} This day this cause came on to be heard upon the petition of the plaintiff and the answer of Anna Brown Etals minors by A.J. Carpenter their guardian ad litem and the evidence. On consideration whereof the court finds that all the defendants have had due notice of the pendency and demand of the said petition and that all are in default for demurer or answer except the said infant defendants. And the court further find that the plaintiff is seized in fee simple of the undivided one ninth part of the premises in the petition described and is entitled to have partition made of the same that the defendants ar tenants in common with the said plaintiff in the said premises in the following proportions to-wit: That said Sarah M. Metz is seized of and has a legal right to the undivided one ninth part thereof. The said Lucy E. Brown, Anna Brown, Earnest Brown, Delia Brown Stanton Brown & Mabel Brown to the undivided one fifty fourth part each, making one ninth together And the said W.M. Brown to the undivided six ninths part thereof

And No reason appearing why partition should not be made It is therefore ordered adjudged and decreed by the court that partition of said estate be made and that an order issue to the Sheriff of the County of Union Commanding him that by the oaths of Morgan Savage, Berry Hammawalt and Jefferson L Richey three judicious disinterested free holders of the vicinity, who are who are hereby appointed commissioners for that purpose he cause to be set off assigned and divided to the said plaintiff and to each of the said defendants the part and proportion of the said estate to which they are herein before severally entitled And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay and at this term

Afterward the following writ of partition was issued with the clerk of said court which reads as follows:

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 Morgan Savage Perry Hannawalt & Jefferson L. Richey you cause partition to be made of the following described premises situate in the county of Union and State aforesaid to-wit: Part of U.M.R. Survey No 5487 Beginning at a point in the center of the Waldo Gravel road and at the South east corner of John H Stewart lying north of said road Thence N. 81° 30' E along the center of said road Sixty five & 7/8 rods Thence N. 9° 25' West 48½ rods to a stone; Thence S. 81° 30' W. 65 7/8 rods to the center of a road. Thence along the center of said road S. 9° 25' E. 48½ rods to the beginning containing twenty acres of land among the persons named herein, and in the following proportion to-wit:

Order of Sale.

To John K. Brown one ninth part thereof. To Sarah M. Metz one ninth part. To Lucy E. Brown, Anna Brown, Ernest Brown Delia Brown, Stanton Brown, and Mabel Brown, one fifty fourth part. Each making One ninth part, To. W.M. Brown. Six ninth parts. 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 wherein the said John K. Brown petitioner and the said W.M. Brown, Sarah M. Metz and James Metz her husband, Lucy E. Brown, Anna Brown, Ernest Brown, Delia Brown, Stanton Brown and Mabel Brown 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 said court of Common Pleas at the court House in Marysville this 12th day of February 1878. W.M. Winget Clerk.

Sheriffs Return

As commanded by the foregoing Writ of Partition have executed the same by the oaths of Morgan Savage Perry Hannawalt and Jefferson L. Richey causing said partition to be made as will appear by the report of the commissioners herewith returned. Given under my hand. This 14th day of February 1878

Fees $7.50 J.J. Miller Sheriff.

Com. Report

According to the command of the writ of Partition in this case issued, and on the 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 And we do estimate the value of the same at Nine Hundred Dollars. Given under our hands, this 14th day Feb. 1878.

Morgan Savage
Perry Hannawalt } Com
Jefferson L Richey

Sheriffs Sale

Afterward to-wit the following Entry was made on the Journal of said Court which reads as follows.

John K. Brown vs. W.M. Brown et als } This day on motion to the court by M. C Lawrence acting for the plaintiff, and upon produc

ing the proceedings of the Sheriff and the report and proceedings of the commissioners herein before appointed and the same being examined. It is ordered by the court that said proceedings and report be and the same are hereby approved and confirmed and thereupon neither of the parties electing to take said estate at the valuation thereof as returned by said commissioners, And it is ordered by the court that said lands & tenements be advertised and sold by the Sheriff of Union County according to the statute in such case made and provided —

Afterward to-wit on the 4th day of March 1878 the following order of Sale in Partition was issued with the clerk of said Court which reads as follows:

Order of Sale. The State of Ohio Union County ss To the Sheriff of said County Greeting In pursuance to the order of the court of Common pleas within and for the County of Union at the February term 1878 in a certain petition for partition now pending in said Court Wherein John. K. Brown was plaintiff and William. M. Brown, Sarah M Metz and James Metz her husband, Lucy E. Brown and others were defendants we command you that without delay you proceed to sell at public Auction the lands and tenements in said petition described to-wit Part of U. M. Survey No 5497 in Union County Ohio. Beginning at a point in the center of the Waldo Gravel road and at the south east corner of lands of John H. Stewart lying north of said road. Thence N 81° 30' E. Along the center of said road 65 7/8 rods Thence N. 9° 25' W. 48½ rods to a stone Thence S. 81° 30' W. 65 7/8 rods to the center of a road Thence along the center of said road S. 9° 25' E. 48½ rods to the Beginning containing twenty acres of land. Appraised at $900.00 free from dower 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 and there this writ.

Witness My hand and the seal of said court at Marysville this 4th day of March 1878. W. M. Winget, Clerk.

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 printed and in general circulation in Union Co Ohio and on the 8th day of April 1878 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 and tenements described in this writ And then and there came J. K. Brown and W.M. Brown who bid for the same the sum of seven Hundred (700) Dollars and the sum being more than two thirds the appraised value and they being the highest and best bidders were declared the purchasers. Sheriffs Fees. $8.35. Printers Fees $9.00

J.J. Miller Sheriff

Sheriffs Sale. Court of Common Pleas of Union County Ohio.

Sheriffs Sale. John K. Brown vs W. M. Brown et al } By virtue of the above stated writ to me directed from the court of common pleas of Union County Ohio I will offer for sale at the door of the court house in

Marysville. On Monday April 8th 1878. at about the hour of one o'clock P.M. the following described real estate to wit. Part of U.M. Survey No 5497 in Union County Ohio beginning at a point in the center of the Waldo Gravel road and at the S.E corner of the lands of John K. Stewart lying north of said road Thence N 81° 30' E along the center of said road 65 7/8 rods Thence N 9° 25' W. 48½ rods to a stone thence S. 81° 30' W. 65 7/8 rods to the center of said road S. 9° 25' E. 48½ rods to the beginning containing Twenty acres of land. To sell free from dower. Appraised at $900.00.
Terms of Sale. One-third cash in hand: one third in one, and one third in two Years.
J.J. Miller Sheriff.

The State of Ohio Union County ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in County of Union the first publication beginning with March 6th 1878.
W.A. Shearer
Sworn to and subscribed before me this 27th day of April 1878.
W.M. Winger Clerk.

Afterward to-wit on the 2d of May 1878. the following Entry was made on the Journal of said court which reads as follows:

Entry

John K Brown
vs.
W.M. Brown et als

} On motion of the plaintiff and on producing the return of the Sheriff of his proceedings and the sale made under the former orders of this Court and the court being satisfied on examination that the same have been had in all respects according to the law. The said proceedings and sale are hereby approved and confirmed. and said Sheriff is ordered by deed duly executed to convey said premises to John. K. Brown & W.M. Brown the purchasers in fee simple. And it is further ordered that the Sheriff out of the proceeds of the said sale pay. 1st To the clerk of this court the costs in this action including a counsel fee of $31.00 to M.C Lawrence for his services herein taxed to $.
2d And of the residue of the Proceeds of the sale in his hands he pay to Mrs Sarah. M. Metz the sum of $—. and to Lucy E Brown Anna Brown, Ernest Brown, Nelia Brown. Stanton Brown, and Mabel Brown the sum of $—. Each making to the said Lucy. E. Brown et als heirs of E.W. Brown the sum of $—. together. And that of the sureties for deferred payments he take the one ninth thereof payable to said Sarah. M. Metz amounting to $ 51,85. and the one ninth thereof payable to said Lucy. E. Brown et als together amounting to $ 51,85. And that the said W.M. Brown & John. K. Brown retain the other seven ninth of the purchase Money arising from said sale.
Attest W.M. Winger Clerk

Pleas before His Honor Thomas Beer presiding Judge of a court of common Pleas begun & held at the court house in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to-wit on the 21st day of Aug. 1876 the following Petition was filed with the Clerk of said court which reads as follows.

Petition 2079.

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Answer

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Petition 2079.

John D. Henson vs. James Carter } His cause of action is founded upon an account of which the following is a copy together with all credits. James Carter Dr. To John Henson for Sawing Feb 25th 1876 to April 14th 1876 Eight Thousand Eight Hundred and Forty two feet of Lumber at 50cts per Hundred $44.21. Feb 25th 1876 to April 14th 1876 To Sawing 1824 feet of square timber 3cts per foot $54.72. Feb 25th 1876 to April 14th 1876. 176 feet Lath 44. Feb. 25th 1876 to April 14th 1876 One Hundred & Ninty Three Fence posts @ 8⅓ $16.08. Balance on former settlement Dec. 21st 1875 10.70 $126.15. April 18th 1876 Cr. By Buck Wheat 4 Bushel $3.15. Balance $123cts There is due plaintiff on said account from the defendant the sum of One Hundred and twenty three Dollars which he claims with interest from the fourteenth day of April 1876 and for which he asks Judgment.

D. W. Ayers pltffs Atty.

The State of Ohio Union County ss. John D. Henson being sworn says he believes the facts stated and the allegations in his foregoing petition to be true

J. D. Henson

Sworn to before me and signed in my presence this 21st day of August 1876.

W. M. Winget Clerk.

Afterward to-wit on the 24th day of March 1877 the following Answer was filed with the Clerk of said Court which reads as follows:

Answer

John D. Henson vs. James Carter } And now comes the said defendant James Carter and for answer to the plaintiffs petition says: First. He denies the sawing Mentioned in the petition was worth the prices charged but says the charges are excessive. The charges are double what they should be. Second Defense. The defendant further says: that in the month of November 1875. The plaintiff and defendant entered into a verbal agreement wherein the plaintiff agreed and bound himself to haul the logs and saw for the defendant lumber sufficient for a certain building 200 feet in length 18 feet stay & 14 feet in width to be commenced at once and completed so defendant could have the use of said building for the purpose of sheltering his stock in the winter of 1875/1876. and the defendant agreed to cut and prepare the logs for hauling. The defendant in good faith on his part cut down his valuable timber and cut the same preparatory of having the same hauled and sawed But the plaintiff after having upon his said agreement and done the sawing in the petition set forth abandoned the same and refused to complete the said agreement and removed the said Mill and left a large number of valuable logs out and not sawed and defendant by reason of the failure of said plaintiff to fulfill his said agreement has been deprived of the benefit of his said building and unable to use such lumber as the plaintiff has sawed the same being wholly insufficient to make said building and a large number of valuable logs is left to waste and decay for want of Sawing to the damage of the defendant by reason of the premises in the sum of One Hundred and fifty Dollars for which he asks Judgment and for all proper relief.

J. L. Cameron Defts Atty.

State of Ohio Union County ss. I James Carter the defendant in

the foregoing case being first duly sworn deposes and says. that the facts stated and the allegations made in the foregoing Answer. are true as he verily believes
James Carter
Sworn to before me by said James Carter and by him subscribed in my presence this 24th day of March 1877.
W.M. Wright Clerk.

Afterward to-wit on the 30th day of April 1877 the following Reply was filed with the Clerk of said court which reads as follows:

Reply

J.D. Henson
vs.
James Carter

} And now comes the plaintiff and for his reply to the answer of the defendant herein says. he denies each and every allegation therein contained by way of defense to this action
Carpenter & Rodney. plff's Attys

Answer.

The State of Ohio Union County ss. J.D. Henson being sworn says that the facts stated and the allegations made in his foregoing reply are true as he verily believes.
J.D. Henson
Sworn to by J.D. Henson before me & signed by him in my presence this - day of - A.D. 1877.

Afterward to-wit on the 1st day of May 1878 the following Entry was mad on the Journal of said Court which reads as follows.

Entry

J.D. Henson
vs.
James Carter

} This day came the said J.D. Henson plaintiff in person and the said James Carter by Andrew Stevenson his attorney and a jury being waved by the parties this cause was submitted to the court upon the pleadings and the evidence and was argued by counsel. And the court being fully advised in the premises do find that the said James Carter is justly indebted to the said J.D. Henson upon the account set forth in plaintiffs petition in the sum of $138.00. It is therfore considered, ordered and adjudged by the court that the said J.D. Henson recover of the said James Carter the said sum of $138.00 so as aforesaid found due from said James carter to the said J.D. Henson and also his costs in and about his suit in this behalf expended taxed to $-.
T. J. Carpenter
Attest. W.M. Wright Clerk.

Entry

Pleas before His Honor John L. Porter presiding Judge of a court of common pleas begun and held at the court house in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to-wit on the 21st day of Sept 1876 the following Petition was filed with the clerk of said court which reads as follows.

Petition
2150.

J.A. Wright
vs.
Sarah E White

} The plaintiff says. That his action is founded upon a promisory note of which the following is a copy.

"Leesburg O. Oct. 20th 1875"
"Sixty days after date I promise to pay to the order of H.W. Wood"
"and Two Hundred and thirty Dollars Value received."
"Sarah E White"

There are no credits thereon. On or about the 26th day of June 1876 for a full fair & valuable consideration, said H.W. Woodard sold transfered & delivered by indorsement said note to the plaintiff who is now the legal owner & holder thereof.

There is now due from the defendant to the plaintiff on said promisory note the sum of Two Hundred and thirty dollars which he claims with interest thereon from the 20th day of January 1874. and for which the plaintiff asks Judgment. Carpenter & Rudney & Beatty & Foster

The State of Ohio Union County ss. J.A. Wright plaintiff being sworn says: the facts stated and the allegations made in his foregoing petition are true as he verily believes.

J.A. Wright.

Sworn to by J.A. Wright before me and signed by him in my presence this 2nd day of September 1876.

W.W. Wringer Clerk.

Afterward to-wit on the 13th day of Oct 1876 the following Answer was filed with the clerk of said court which reads as follows:

Answer. John A. Wright vs. Sarah E White } And now comes the said Sarah E White defendant and for her answer to the petition of the said plaintiff says: She denies each and every allegation ~~and~~ in said petition contained. Therefore the said defendant prays that She may go hence without day and recover of said plaintiff her reasonable costs.

J.L. Cameron Defts Atty

State of Ohio Union County ss. Sarah E White being first duly sworn says the facts stated and the allegations made in her foregoing Answer are true as She verily believes. Sarah E White.

Sworne to before me ~~this~~ said Sarah E White and by her subscribed in my presence this 28th day of September 1876.

John B. Coats. probate Judge.

Afterward to-wit on the 2d day of March 1877 the following Entry was made on the Journal of said court which reads as follows:

Entry J.A. Wright vs Sarah E. White } This day the defendant asked and obtained of the court to file her Suplimented Answer which leave was granted and the plaintiff asked and obtained ~~leave~~ to file his reply in ten days from the rising of the court which was also granted and this cause was thereupon continued to the next regular term of this court at the cost of the defendant. It is therefore considered, ordered & adjudged that the plaintiff recover of the defendant his costs in this case made at this term taxed to ~~#~~

Carpenter & Rudney.

Afterward to-wit on the 2d day of March 1877 the following Answer was ~~filed~~ with the Clerk of said court which reads as follows:

Answer. J.A. Wright vs. Sarah E White } And now comes the said defendant Sarah E White and by leave of the court files this her amended Answer and for cause set up. That on about the first day of Oct. 1872 the said W.C. Woodward the original payee mentioned in the petitioned note came to the residence of the defendant and left for one Alice White a certain Musical instrument Styled and known as an organ. That at that time there was an application pending for pension for said Alice and Mary White who are daughters of the said defendant. The said Organ remained at the residence of the said defendant for about one Year. and nothing being further said about the matter when the said Woodward again came said defendant and in a certain conversation had with her about the said Organ.

and the said pension coming to her daughter requested the said defendant to sign a paper showing that the defendant as the mother & guardian of said Alice & May had made the pension application as aforesaid. pretending and representing to defendant that he wanted said paper to show said Alice to be a safe person to whom to sell said Organ Thereupon this defendant did sign as she supposed at paper showing the above facts. But the same was not understood by or intended by said parties to be a promisory note. That the said defendant did not sufficiently notice the said paper so as to state what all it did contain avers that it was not and was not intended to be a promisory note or any paper that would bind the defendant in any way. Defendant says that she never at any other time signed any other paper for said Woodward other than as aforesaid. The defendant says that said Organ still and ever since has remained at her residence subject to the order of the said Woodward and that the defendant has allways had the same ready for him to take away. and defendant has requested him to take the same away

Defendant denies she is indebted to the said plaintiff in any sum Whatever and denies ever making or intending to make the note set up in the petition. But says if the paper signed by her at the time aforesaid was in fact a note that the same was obtained by the fraud and false representations of the said Woodward and that the said plaintiff had such notice as would exclude him from claiming as an innocent holder and ought not to have his action thereon. And she therefore asks that she may go hence without day.

J. L. Cameron.

State of Ohio Union County ss. Sarah E. White defendant being duly sworn deposes and says that the facts stated and the allegations made in her foregoing petition are true as she verily believes

Sarah E. White.

Sworn to before me by said Sarah E. White and by her subscribed in my presence this second day of March 1877.

W. M. Winger Clerk.

Petition 1928

Afterward to-wit on the 14th day of March 1877 the following Reply was filed with the Clerk of said court which reads as follows:

Reply

J. A. Wright vs. Sarah E. White } And now comes the plaintiff and for his answer to the amended & supplemented & the defendant filed herein says. That he denies each and every allegation therein contained

Carpenter & Rudney Plff's attys

The State of Ohio Allen County ss. J. A. Wright plaintiff being first duly sworn says that the facts stated and the allegations made in his foregoing reply are true as he verily believes. J. A. Wright Sworn to before me by J. A. Wright and signed by him in my presence this 15th day of March 1877. William Wilson Notary.

Afterward to-wit on the 22d day of Sept. 1877 the following Entry was made on the Journal of said court which reads as follows:

Entry.

J. A. Wright vs. Sarah E White } This day came the parties by their attorneys and this cause came on to be heard and thereupon came a jury to-wit. G. W. Carey, Jacob Vannes & Wm Perkins

Praecipe

regular Jurors and John Hawley, Lewis Bland, Isaiah Cartwell Thomas Whalon, Dugham Wood, W.S. Smith, Howard Hyon, S. Gee. and George Davis Said Jurors Who being duly impanneled and Sworn and after hearing the testimony Arguments of Counsel and charge of the court the said Jurors upon said oaths aforesaid returned their verdict in writing in the words and figures following to-wit. We the Jury in this case being duly impanneled and sworn do find and say that that the plaintiff is entitled to the Amount of Note $230. with interest at 6% $50,68. Total $280,68. W.S. Smith Foreman

Attest W.M. Wright Clerk.

Pleas before His Honor Thomas Beer. presiding Judge of a court of common pleas begun and held at the court house in the town of Marysville in and for the County of Union & State of Ohio on the 29th day of April 1878 Heretofore to-wit on the 27th day of December 1875. the following Petition was filed with the clerk of said court which reads as follows:

Petition 1928

Matilda Sturdy } The plaintiff says She is the owner of the follow
vs } ing described with one roan mare seven years
John C. Price } old, one bay mare seven years old, five head of cows. five head of two year old steers. One two year old heifer. four head of three year old cattle, four head of last spring calves, Thirty head of sheep. Eighteen head of pigs, Two breeding sows, two cribs of corn (about 1800 bushels) 250 shocks of corn and fodder three stacks of hay. 8. or 10. tons of hay in the barn, one two horse wagon, and One spring wagon. That the same is her separate property and that she is entitled to the imediate possession of the same That said defendant wrongfully detained said property from plaintiff & has so wrongfully detained the same for the last ten days & still detains the same to the damage of the plaintiff of five Dollars This action is brought in replevin to recover the possession of said personal property and plaintiff asks Judgment accordingly and for said five dollars damages for said detention & for other proper relief.

Porter & Sterling.

The State of Ohio Union County ss. The plaintiff Matilda Sturdy being makes oath that the facts stated in the foregoing petition are true as she believes.

Matilda Sturdy.

Sworn to by Matilda Sturdy before me and signed by her in my presence this 27th day of December 1875.

F.J. Arthur Clerk.

Praecipe Clerk— Issue Summons and writ of replevin to the coroner returnable according to law. Endorse action in replevin, Amt damags claimed $5.00.

Porter & Sterling

Afterward to-wit on the 27th day of December 1875 the following writ & Summons was issued with the clerk of said court which reads as follows;

The State of Ohio Union County ss. To the Coroner of the county of Union Greeting. We command you to notify John C. Price that he has been sued by Matilda Sturdy in the court of common pleas of Union county and that unless he answer by the

27th day of January 1876 the petition of the said Matilda Sturdy against him filed in the Clerks Office of said ~~Matilda~~ such petition will be taken as true, and Judgment rendered accordingly. You will make due return of this summons on the 10th day of January 1876. Witness my hand and the seal of said court this 27th day of December 1875.

F. J. Arthur Clerk.

Coroners Return

Received this writ December 27 1875. And pursuant to its command served personly on the same day by a certified copy of this writ with the endorsements thereon. Fees .20 J. W. Hamilton Coroner.

Afterward to-wit on the 27th day of Dec. 1875 the following Affidavit was filed with the clerk of said court which reads as follows:

Affidavit

Matilda Sturdy
vs.
John C. Price

The said Matilda Sturdy being first duly sworn deposes and saith that she has commenced in the court of common pleas of the said county of Union, a civil action against the said John C. Price to recover possession of the following specific personal property to-wit. One roan mare seven years old, One bay mare five years old four head of cows, five head of two year old Steers, One two year old heifer, four head of one year old cattle, four head of last spring calves thirty head of sheep, Eighteen head of pigs two breeding sows, two cribs of corn about 800 bushels, 250 shocks of corn and fodder, One Stack of hay, Eight or ten tons of hay in the barn One two horse wagon and one spring wagon. And that said plaintiff is the owner of the said goods and chattles and entitled to the imediate possession of the same, and that said goods and chattles are wrongfully detained from her by defendant and that said goods and chattles were not taken in execution on any order or Judgment against said plaintiff or for the payment of any tax, fine or Amercement approved against her or by virtue of any order of delivery issued under the chapter of the code of civil procedure, providing for the replevin of property or on any other Mesure or finial press issued against the said plaintiff; and further she saith not.

Matilda Sturdy

Signed in my presence and Sworn to before me this 27th day of December 1875.

F. J. Arther, Clerk.

Afterward the following Order of delivery was issued with the clerk of said court which reads as follows:

Affd's. Undertaking in Replevin

The State of Ohio Union County ss. To the Coroner of Union County Greeting Whereas Matilda Sturdy has commenced in the court of common pleas for the said County of Union against John C. Price a civil action for the recovery of the following Specific Personal Property to-wit. One roan mare 7 years old. One Bay Mare 6 years old Four head of cows, Five head of Two year old steers, One two year old heifer. Four head of One year old cattle. Four head of last spring calves, Thirty head of sheep. Eighteen head of ~~Pigs~~, Two breeding sows. two Cribs of corn about 800 bushels, 250 shocks of corn & fodder One stack of Hay. 8 or 10. tons of hay in Barn, one two horse wagon

Sheriffs Return

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One spring wagon. And has filed her affidavit in the clerks office of said court in order to obtain an order of imediate delivery of the said goods and chattles. This, therefore is to command you as such coroner to take the said goods and chattles above described and deliver the same to the said Matilda Sturdy plaintiff in said action. And this order and your proceedings thereon make due return on the 10th day of January 1876. Witness my hand and the seal of said court at Marysville this 27th day of December 1875. F. T. Arthur Clerk.

Sheriff's Return

According to the command of the within order I have taken the within named goods and chattles and have caused the same to be valued by the oaths of C. M. Smith and Levi Fleckinger two responcible men of said County whose valuation in writing is herewith returned. And I have delivered the said Goods & chattles to the said plaintiff and have taken the under taking of Matilda Sturdy and Winfield Scott Rogers sheurties of said plaintiff in the sum of $2060.00 which undertaking is also herewith returned. Given under my hand, this 29th day of December 1875. Fees $7.55 J. N. Hamilton Coroner.

Afterward the following Plaintiff's Undertaking in Replevin was issued with the clerk of said court which reads as follows:

Plff's. Undertaking in Replevin

Matilda Sturdy vs. John C. Price } Whereas Matilda Sturdy has caused an order of delivery of the following goods and chattles to wit: One roan Mare valued at $90.00, One Bay mare valued at $80.00. 4 Head of cows. val. at $100.00, 5 Head of two year Steers val. at $125.00 1, 2 year old heifer $20.00, four head of last spring calves. Val. at $20.00. 4 head of One year old cattle val. at $64.00 30 head of sheep val. at $60.00 18 Head of Calves val. at $72.00. Two Breeding Sows. val. at $24.00 about 800 bushels of corn val. at $200.00. 250 Shocks of corn & fodder val. at $62.00. 1 stack of Hay val at $20.00. 8 or 10 tons of hay val. at $40.00. 1 two horse wagon $125.00 1 spring wagon val. at $18.00 Total $1030.00 to be issued out of the court of common pleas within and for the County of Union in a cause now pending in the said court of common pleas wherein the said Matilda Sturdy plaintiff and John C. Price Defendant and whereas the said order was delivered to J. N. Hamilton coroner of said county and the said Coroner has taken said goods and chattles and the same have been valued by two responsible persons under oath at the sum of One thousand and thirty dollars. Now therefore we Matilda Sturdy and Winfield Scott Rogers undertake to the said John C. Price Defendant in said action in the penal sum of two thousand and Sixty Dollars that the said Matilda Sturdy shall duly prosecute her action aforesaid and pay all costs and damages which may be awarded against her.

Matilda her X mark Sturdy
Winfield Scott Rogers

Signed in my presence and approved by me this 29th day of December 1875.
J. N. Hamilton Coroner.

Afterward the following Appraisal in Replevin was issued with the clerk of said court which reads as follows:

We the undersigned two disinterested persons of the County of Union having been first duly sworn by the Coroner of said

County to assess the value of the goods and chattles hereinafter set forth being the same seized by virtue of an order for delivery of personal property issued from the Court of common pleas in said County at the suit of Matilda Sturdy against John C. Price do assess the value thereof as follows: One roan mare Val at $90.00 One Bay Mare 5 yrs old $90.00. Four Head of Cows $100.00 Five Head of two yr. old steers $125 One 2 yr. old Heifer $20.00. Four head of One year old cattle $64.00 Four head of Last spring calves $20.00. 30 head of sheep $60.00 18 head of pigs $12.00 2 Breeding sows $24 about 800 bushels of Corn in crib $200.00. 250 shock of Corn & Fodder $62.00 1 stack of Hay $20.00 Bot 10 tons of hay in barn $100.00 1 two horse wagon $25.00. 1 spring wagon $18.00. Total $1030.00. Witness our hands this 28th day of December 1875.

C.W. Smith.
Levi Flickinger.

State of Ohio Union County ss. I do hereby certify that Charles W. Smith and Levi Flickinger. being two disinterested persons residents of the County of Union were duly summond and sworn by me to make appraisment of the goods and Chattles in the above appraisment set forth. 28th day of Dec 1875

D.N. Hamilton Coroner.

Entry.

We bind ourselves to the defendant John C. Price in the sum of Two Thousand and Sixty dollars. that the Plaintiff Matilda Sturdy shall duly prosecute this action and pay all costs and damages which may be awarded against her.

Attest .....

Afterward to-wit on the 24th day of April 1876 the following Answer was filed with the clerk of said court which reads as follows:

Answer

Matilda Sturdy vs. John C. Price } And now comes the defendant John C. Price and for his answer to the said plaintiffs petition says that the plaintiff ought not to have her said action against him because he saith that the property in the said goods and chattles is in one John Sturdy and not in the said plaintiff. And the said defendant as the Sheriff of the said County of Union holds the same by virtue of an execution against said John Sturdy which said defendant as said Sheriff had levied on said goods and chattels and holds them by virtue thereof. And now at the commencement of this action entitled to the immediate possession thereof and the said defendant is ready to make appeal.

Reid & Powell. Defts Attys

The State of Ohio Union County ss. John C. Price the above named defendant being duly sworn upon his oath says that the facts stated and the allegations in the above pleadings are true as he believes.

John C. Price

Sworn to before me and subscribed in my presence by said John C. Price this 25th day of March 1876.

W.M. Winget Clerk.

Entry

Afterward to-wit on the 4th day of May 1877 the following Reply was filed with the clerk of said court which reads as follows:

Reply.

Matilda Sturdy vs. John C. Price } The plaintiff replys to the answer of the defendant and denies that the property in the said

goods and chattels is in one John Sturdy except one two horse wagon and plaintiff denies that the same in any part thereof at any time was in said Sturdy and plaintiff denies that said defendants at the time of the commencement of this action was entitled to the possession of the said property or any portion thereof except the two horse wagon above described. And plaintiff asks Judgment as prayed for in her petition

Porter & Sterling

State of Ohio Union County ss. The plaintiff Matilda Sturdy being sworn makes oath that the facts stated in the foregoing replyare true as she believes.

Matilda Sturdy

Sworn to by Matilda Sturdy before me and signed by her in my presence this 4th day of May 1877.

W. M. Winget Clerk.

Afterward to-wit on the 17th day of May 1877 the following Entry was made on the Journal of said court which reads as follows:

Entry. Matilda Sturdy vs. John C. Price } This day this cause came on to be heard on motion of the plaintiff to set aside the verdict of the Jury in this suit and be granted a new trial in this case and the court being fully advised in the premises do sustain said motion and it is by the court considered ordered and adjudged that the verdict of the Jury in this case be and is hereby set aside and held for naught and the plaintiff is hereby granted a new trial in this case. And thereupon this case is continued.

Reid & Powell

Afterward to-wit on the 5th day of May 1877 the following Entry was made on the Journal of said court which reads as follows:

Entry Matilda Sturdy vs. John C. Price } This day this cause came on to be heard upon the pleadings and the evidence and thereupon came the following named persons as Jurors. to-wit Geo. Beecher. John Barnes. John Hinkle Robert Hill, Charles Lyons. D.M. Robinson, Milo Kimball, A.D Doolittle, Henry Kaler, Gregory, Hawley. H.C. Hamilton. Talisman, J. Herd. Who were duly impanneled and sworn accosding to law and thereupon after hearing the evidence offered by the said parties Argument of Counsel and charge of the court the Juray retiered to their room in charge of the Sheriff. for deliberation and now comes said Jury into court with their verdict in writing signed by their foreman and say: We the Jury find at the commencement of this action the plaintiff had the right possession in and to the following of the goods and chattels in the petition described. To-wit: One roan Mare 7 years old One Bay Mare 6 years old. Four head of cows: five head of two year old Steers, One two year old heifer. Four head of one year old cattle. four head of last spring Calves. 30 head of sheep 18 head of Pigs. two Breeding Sows: 800 bushels of corn in crib. 250 shocks of corn & fodder, one stack of Hay. 8 or 10 tons of hay in Barn, & one spring wagon. that the defendant unlawfully detained the same and we do assess her damage therefor at $0.05 five cents. And we do find at the commencement of this action the defendant had the right of possession in the balance of said goods and chattles and we do assess his damage therefor at $25.00 (twenty five dollars) H. C Hamilton Foreman

And thereupon came the said plaintiff by her attorneys and filed herein

her motion for a new trial in this cause upon the grounds set forth in said motion. Sterling & Ayers.

Afterward to-wit on the 2d day of May 1878. the following Entry was made on the Journal of said court which reads as follows:

Entry — Matilda Sturdy vs. John C. Price } This day this cause came on to be further heard and the court upon consideration thereof do find and say that upon the verdict herein before rendered in this case the plaintiff recover of the said defendant her damages as ascertained by the Jury at five cents and her costs taxed at $— and that the defendant recover of said plaintiff his damages taxed at $25.00 and his costs herein expended at $— and if said damages go assessed and not paid in five days execution issue therefor.

Attest W.M. Winget Clerk.

Pleas. before His Honor John L. Porter presiding Judge of a court of common pleas begun and held at the court house in the town of Marysville in and for the County of Union & State of Ohio. on the 2d day of April 1878. Heretofore to-wit on the 20th day of April 1878 the following petition was filed with the Clerk of said court which reads as follows:

Petition 2906. — E. B. Hamilton vs. Wm. H. Davis et dal } Plaintiff says that his action is founded upon a promisory note and chattle mortgage of which note the following is a copy.

"$600. Bilalia Ca. April 5th 1877. "

" Feb 1st A.D. 1878. We promise to pay to the order of Samuel Myers " Six Hundred Dollars Value received. Wm H. Davis. R.D. Self.

Said note has the following endorsements thereon: I hereby assign the within note to E.B. Hamilton. S. Myers.

plaintiff says to secure the payment of said note the defendant made and delivered to said Myers a Mortgage upon the following chattle property to-wit One portable Steam saw Mill with all the machinery and fixtures thereto belonging Situate on the farm of the said Wm. H. Davis in Washington township in said county. And that the same was duly filed with the Clerk of said Township The conditions of said Mortgage were these that whereas the said Davis & Self had executed their said note for $600.00 to said Myers payable Feb 1st 1878. Now if the said Davis & Self shall pay said note according to the tenor thereof then these presents shall be void otherwise be and remain in full force: Plaintiff says that said note has not been paid nor any part thereof That there now due and unpaid thereon the sum of $600.00 with interest from Feb. 1st 1878. That mortgage has thereby become absolute Wherefore plaintiff prays, Judgment against the defendants Wm H. Davis & R.D. Self for $600.00 with interest from February 1st 1878. and for costs. and further that said Mortgage may be foreclosed and that an order issue from this Court to the Sheriff to advertise and sell said Mortgaged property and apply the proceeds of the sale thereof to the payment of the Judgment to be rendered. P. R. Kers Plff's Atty.

Praecipe — State of
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State of Ohio Union County ss. E. B. Hamilton being sworn says the statements and allegations in the foregoing petition are true

E. B Hamilton

Sworn to before me and subscribed in my presence this 20th day of April 1878.

W. M. Winget Clerk.

Praecipe — Clerk — Issue Summons to defendants Wm H Davis and R. D Self returnable according to law and Endorse thereon amt. claimed with interest from Feb. 1st 1878. and Foreclosure of Mortgage

Afterward the following writ of summons was issued with the clerk of said court which reads as follows:

Summons — The State of Ohio Union County ss. To the sheriff of the county of Union Greeting. We command you to notify Wm. H. Davis & R. D Self that they have been sued by E. B. Hamilton in the court of common pleas of Union County and that unless they answer by the 18th day of May 1878. the petition of the said George B Hamilton 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 1878. Witness my hand and the seal of said court this 20th day of April 1878.

W. M. Winget Clerk.

Sheriff's Return. — The State of Ohio Union County ss. Received this writ April 20th 1878 And pursuant to its command Served the same April 26th 1876 by delivering to each of the within named William H Davis & R. D Self a certified copy of this writ with the endorsements thereon.

Fees $2.60

J. J. Miller Sheriff.

Afterward on the 28th day of May 1878. the following entry was made on the Journal of said court which reads as follows.

Entry — E. B. Hamilton vs W. H. Davis et al. } This day this cause came on to be heard upon the petition of the plaintiff and the defendants still failing to answer or demur to said petition and the court being fully advised in the premises do find there is due to the plaintiff from the defendants the sum of $611.00 It is therefore ordered and adjudged by the court that the plaintiff recover of the defendants the said sum of $611.00 and that the same is a lien upon the chattles described in plaintiffs petition and in case the defendants fail for five days to pay said Judgment and costs It is ordered by the court that said property be sold by the Sheriff and that the proceeds thereof be applied to the payment of this Judgment.

Attest W. M. Winget Clerk

Pleas before his honor John D. Porter presiding Judge of of a court of common pleas begun & held at the court House in the town of Marysville in and for the county of Union and State of Ohio on the 28th day of April 1878. Heretofore to-wit on the 19th day of January 1878. the following Petition was filed with the clerk of said court which reads as follows:

Petition 2743

W.W. Woods. vs. Thomas Herd et als } Cause of action No. One. For his first cause of action the plaintiff says: That it is founded upon a promisory note of which the following is a copy. with the endorsments thereon. "$500." "November 1st 1873" "Three years after date I promise to pay to the order of A. H. Baker ($500 over" "Five Hundred dollars. value received. with 6% interest from date" "(signed)" "Thomas Herd Jr." Said note is endorsed as follows. "A. H. Baker" also H. C. Partridge" also Interest paid up to first of "April 1877" There are no other or further endorsments or payments thereon. There is due from the defendant Thomas Herd Jr. to the plaintiff on said promisory note the sum of Five Hundred dollars. with interest from the first day of April 1877. Whereupon the plaintiff asks Judgment against the defendant Thomas Herd Jr. for the sum of Five Hundred dollars. with interest from April 1st 1877.

Cause of action Number two. For his second cause of action the plaintiff says. That it is founded upon a promisory note of which the following is a copy. with the endorsments thereon. "$500.00" "November 1st 1873" "Four years after date I promise to pay. to the order of A. H. Baker ($500.00)" "Five Hundred dollars. Value received. with 6% interest from date" "(Signed)" "Thomas. Herd Jr." Said note is endorsed as follows. "A. H. Baker." also "H. C. Partridge" No payments have been made thereon. There is due from the defendant Thomas Herd Jr. to the plaintiff on said promisory note the sum of Five Hundred dollars. with interest from November 1st 1873. The plaintiff asks Judgment upon his second cause of action for the sum of Five Hundred dollars. with interest from November 1st 1873.

Cause of action Number Three. For his third cause of action the plaintiff says: That the defendants Thomas Herd Jr. and Ruth Herd. on or about the 31st day of October 1873. to secure the payment of Four several promisory notes described as follows. One for $500.00 due two years after its date. One for $500.00 due three years after its date. One for $500.00 due four years after its date. and one for $160. due five years after its date. all dated November 1st 1873. and bearing interest from their date; executed and delivered to the defendant Abraham. H. Baker their mortgage deed of that date. and thereby conveyed to the said Abraham H. Baker. his heirs and assigns the following lands and tenements situate in said county of Union and State of Ohio. Being part of U.M. Survey No. 7022 Beginning at two buckeyes. and two sugars. in the N.W. corner of said Survey Thence with the Survey line S. 81° W. 126 poles to another corner of the Survey. to two beech and two Hickories Thence S. 16° E. 115 poles to a white oak. another corner of said survey. and in the line of land owned by James Poling. to a stake and stone in the corner of Irwins land. Thence N. 9½° W. 61½ poles. Thence with his line. N. 54° E. 85 6/10 poles. to the beginning. containing fifty four acres of land more or less. The conditions contained in said Mortgage deed are in substance as follows: That whereas the said Thomas Herd has executed and delivered unto the said Grantee his several promisory notes of hand for $1668.00 Now if said Grantor

Praecipe & Clerk ding to

Summons. The S of Union Jr. Put sued to and the the pe

shall n the Gran this obli On the s was deli record, No. 10. pag was a to-wit: intended did inter that all A. Baker, nable co delivered valuable he is non says. Tho taken u Thomas there is of One. and in calling The pla and be proceedi asks Jud as to the further The S the stat ing pet Sworn presence

shall well and truly pay said promisory notes and interest to the Grantee or his heirs and assigns according to the tenor thereof then this obligation shall be void otherwise to remain in full force.
On the 2nd day of November 1873. at 11 o'clock A.M. said mortgage deed was delivered to the recorder of said county to be by him entered on record. and it was recorded on the 14th day of November 1873. in Book No. 10. pages- 349 & 350. of the records of Mortgages of said county. There was a mutual mistake of the parties to said mortgage deed. in this, to-wit: The Mortgage bears date one day prior to the date of the notes intended to be secured thereby: and the plaintiff avers that the parties did intend to have them of the same date. The plaintiff further says that all of said notes were sold. indorsed and delivered to the said Abraham H. Baker to the said H. C. Partridge defendants. for a full, fair and valuable consideration - and they were sold transfered indorsed and delivered by the said H. C. Partridge. to the plaintiff for a full, fair and valuable consideration by such sales. indorsements, transfers, and delivery he is now the owner of said mortgage. to secure the same. He further says. that the note which fell due Two years after its date. has been taken up by payments and several made by the defendant: Thomas Herd Jr. The said mortgage deed has become absolute. and there is due and remaining unpaid on said indebtedness. the sum of One. Thousand dollars. with interest on $500 00 from April 1st 1873 and interest on $500 00 from November 1st 1873. and the last note calling for $160 00 with interest from November 1st 1873. is not yet due. The plaintiff asks that said mortgage may be corrected as to date and be foreclosed the said premises ordered to be sold. and the proceeds applied in payment of said indebtedness for which he asks Judgment in his first and second causes of action as well as to the payment of the note not yet due and such other and further relief. &c

M. C. Lawrence Plff's Atty.

The State of Ohio Union County ss. W. W. Woods. being sworn says the statements made and the allegations contained in the foregoing petition are true. as he verily believes. W. W. Woods.

Sworn to by. W. W. Woods. before me and by him subscribed in my presence this 5th day of January. 1878. W. M. Winget Clerk.

Praecipe Clerk- Issue summons for the defendant returnable according to law. Endorse. "Plaintiff asks Judgment for $1000 00 with interest on $500 00 from the 1st day of April 1873 and interest on $500 00 from November 1st 1873. and foreclosure of mortgage." Jan. 1st 1878. M. C. Lawrence Plff's Atty

Afterward to-wit on the 1st day of January 1878 the following writ of summons was issued with the clerk of said court which reads as follows:

Summons. The State of Ohio Union County ss. To the Sheriff of the county of Union Greeting We command You to notify Thomas Herd Jr. Ruth Herd his wife & Abraham H. Baker. that they have been sued by W. W. Woods. in the court of common pleas of Union County and that unless they answer by the 16th day of February 1878 the petition of said W. W. Woods. 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 28th day of January 1878. Witness my hand and the seal of said court. this 18th day of January 1878.

W.M.A. Winget Clerk.

Afterward to wit on the 23d day of Jan. 1878 writ returned filed.

Sheriffs Return. Received this writ Jan. 19th 1878. and pursuant to its command. Served it Jan 21st 78 by delivering to each of the within named Thomas Heard Jr. & Ruth Heard. his wife a certified copy of this writ with the endorsements thereon and at the same time leaving at the usual place of residence of the within named Abraham L. Baker a certified copy of this writ with the endorsements thereon.

Fees $2.40

J.J. Miller Sheriff.

Afterward to-wit on the 18th day of Feb. 1878 the following entry was made on the Journal of said court which reads as follows:

Entry. W.W. Woods vs. Thomas Heard Jr. et als } This day this cause came on to be heard the defendants Thomas Heard Jr. & Ruth Heard his wife and Abraham L. Baker all being in default for plea answer or demurrer and neither party requiring a Jury this cause was submitted to the court by the plaintiff upon the petition exhibits and evidence. On consideration whereof the court finds that there was due from the defendants Thomas Heard Jr. to the plaintiff on the first cause of action in the petition on the 4th day of February 1878. the sum of $525.33 and on the second cause of action of that date the sum of $627.83, Making in all due the plaintiff from the defendant on the 4th day of Feb. 1878. the sum of $1153.16 which sum the court finds is a lein upon the lands in the petition described by virtue of the mortgage therein set forth. It is therefore considered, ordered and adjudged by the court that the plaintiff recover of the defendant Thomas Heard Jr the sum of $1153.16 with interest from February 4th 1878. so found due, and also his costs herein expended taxed to $— And it is further ordered, adjudged and decreed by the court that if the defendants fail for five days from the rising of the court to pay to said plaintiff said sum of $1153.16 with interest from the 4th day of Feb. 1878. and to pay costs. then and in that case that an order issue to the Sheriff of Union County for the time being commanding him to proceed to appraise advertise and sell the lands and tenements in the petition described as upon judgments at law and that he bring the proceeds of said sale into court subject to its further order. and for report of sale and as to note not yet due this cause is continued.

Attest. W.M. Winget Clerk.

Pleas before His Honor John L. Poster presiding Judge of a court of common pleas begun and held at the court house in the town of Marysville in and for the county of Union & State of Ohio on the 29th day of April 1878. Heretofore to wit on the 30th day of April

Petition 2666.

1878. Th... which ... Delm... A... Delber... during ... William ... and tha... unable e... which th... "Six ... "& Thom...

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1878. the following Petition was filed with the clerk of said court which reads as follows:

Petition 2666.

Delmore Snodgrass
Against
Delbert W. Ayers.

} This cause comes into this court on Defendants appeal from the Docket of Wesley Garrard J. P. of said County. The plaintiff says that during the year 1875 he was doing business as partner with one William Thompson under the firm name of Snodgrass & Thompson and that during that time the said defendant for a good and valuable consideration made and delivered his note to said firm of which the following is a true copy. "$39 00 February 27th 1875. "Six months after date I promise to pay to the order of Snodgrass & Thompson. Thirty nine dollars value received.

(Signed) D. W. Ayers.

The said William Thompson has since departed this life and the plaintiff has paid to his estate his full share and interest in said note and now owns and holds the same in his own right. no part of said note has been paid. Plaintiff says there is now justly due from said defendant to this plaintiff on said note the sum of Thirty Nine dollars. which he claims with interest from the 27th day of August A.D. 1875. and for which he asks Judgment.

Cameron & Benton.

State of Ohio Union County ss. Delmore Snodgrass. being first duly sworn. deposes and says. that the facts stated and allegations made in his foregoing petition are true as he verily believes;

Delmore Snodgrass.

Sworn to before me by. Delmore Snodgrass and by him subscribed in my presence. this 2d day of Feb. 1878. W. M. Winget Clerk.

Afterward to-wit on the 8th day of April 878. the following entry was made on the Journal of said court which reads as follows:

Entry.

Delmore Snodgrass
vs.
D. W. Ayers.

} This day this cause came on to be heard upon the motion of the defendant to dismiss for want of prosecution and was argued by the counsel on consideration whereof. the court do overrule said motion and therefore the defendant asked and had leave to file Answer by the 8th day of May.

Afterward to-wit on the 20th day of May. 878. the following Entry was made on the Journal of said court which reads as follows:

Entry.

Delmore Snodgrass.
vs.
D. W. Ayers.

} This day this cause came on to be heard and the defendant being in default for answer or demurrer and the court being fully advised in the premises it is ordered and adjudged that the plaintiff recover the sum of $45 43/100 with his costs to taxed at $ —

Attest W. M. Winget Clerk.

Pleas before His Honor John L Porter presiding Judge of a court of common pleas begun and held in the court house in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to-wit on the 12th day of April 1878. the following petition was filed with the clerk of said court which reads as follows:

X

Petition 2874.

John Powers
vs
Hannah Smith etal

} 1st Cause of Action. The plaintiff says his first cause of action is founded upon a promisory note of which the following is a copy "$106.62 Marysville Ohio January 8th 1878.- On April 1st 1878. We "promise to pay to John Powers or bearer One hundred & six & 62/100 Dollars "ars, value received with interest at 8% from Janry 1st 1878 until "Paid. (signed) Hannah (her mark) Smith, Edward (his mark) Smith. Attest M. C. "Lawrence. No payments have been made thereon. There is due from the defendants Hannah Smith and Edward Smith to the plaintiff on said promisory note the sum of One Hundred & six & 62/100 Dollars. with interest at the rate of 8% per annum from Janry 1st 1878. Whereupon the plaintiff asks judgment against the defendants Hannah Smith and Edward Smith on this his first cause of action for the sum of One hundred and six & 62/100 Dollars with interest at 8% from the 1st day of January 1878. Second Cause of Action. For his second cause of action the plaintiff says that the defendants Hannah Smith and Edward Smith her husband on or about the 8th day of January. 1878. to secure the payment of the promisory note set forth in the first cause of action herein 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, Ohio and in Allen township Being part of U.M. Survey No. 3156 bounded and described as follows. Beginning in the center of the old Bellefountain road at a stone the south west corner of Joshua M. Barnes land; Thence South 36° E. 11 20/100 poles to a stake corner of James Grows land; thence S. 54° W. 83 4/10 poles to a stake and two Hickories & a beech corner of lands formally owned by James S. Lawrence. Thence N. 36° W. 42 8/10 poles to a stake in the line of the last mentioned lands. Thence N. 54° E. 60 poles to a stake in the center of the old Bellefountain road. Thence with said road S. 79° E. 38 8/10 poles to the beginning containing twenty acres. Excepting therefrom eight acres conveyed by said Hannah Smith and her husband to Griffie Thomas leaving twelve acres more or less The conditions of said mortgage deed was in substance as follows: that whereas the said Hannah Smith and Edward Smith have executed and delivered unto the said Grantee (John Powers) their negotiable promisory note of even date herewith due April 1st 1878 with interest from January 1st 1878 at 8% per annum until paid for the sum of One Hundred & six & 62/100 Dollars. Now if the said Grantors or their heirs and assigns shall well and truly pay the above note and interest when the same shall come due to the said Grantee or his heirs and assigns according to the tenor thereof. then this obligation shall be void otherwise to remain in full force. On the 8th day of January 1878 at three oclock P.M. the said Mortgage was delivered to the recorder of said County of Union to be by him entered on record and it was recorded on the 17th day of January 1878 in Volume No 13, page 627 of the

Praecipe

Summons

Sheriffs Return

Entry

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mortgage records of said county. The said mortgage deed has become absolute and there due and remaining unpaid upon said indebtedness the sum of One Hundred and six & 62/100 dollars with interest at 8% per annum from the 1st day of January. 1878. On this second cause of action the plaintiff asks that said mortgage may be foreclosed. the said premises ordered to be sold and the proceeds applied to the payment of the Judgment to be rendered on this first cause of action; execution awarded for the balance. and such other and further relief &c

M C Lawrence Atty for pltff

The State of Ohio Union County ss. M C Lawrence being sworn says he is the Attorney for the plaintiff duly authorized; that the facts stated in the foregoing petition are within his own personal knowledge; and that the facts stated and the 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 12th day of April 1878. W. M. Winget Clerk.

Praecipe Mr Clerk. You will issue summons to the Sheriff of Union County for the defendants. Endorse. "Plaintiff asks Judgement for $106 62 with interest at eight per cent per annum from January. 1st, 1878. and foreclosure of Mortgage. April 12th 1878. M. C. Lawrence pltffs Atty.

Afterward to wit on the 12th day of April 1878. the following writ of summons was issued with the Clerk of said court which reads as follows:

Summons The State of Ohio Union County ss. To the Sheriff of the county of Union Greeting. We command you to notify Hannah Smith and Edward Smith that they have been sued by John Powers in the court of Common Pleas of Union County and that unless they answer by the 11th day of May A D 1878 the petition of said John Powers 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 April 1878. Witness my hand and the seal of said Court this 12th day of April 1878.

W. M. Winget Clerk.

Sheriffs Return Rec'd this writ April 12th 1878. And pursuant to its command there of I served the same on the within named Hannah Smith and Edward Smith by leaving each a certified copy of this writ at their usual place of residence this 17th day of April 1878 with the endorsements.

Fees $1.60 J. J. Miller Sheriff. By J. C. C.

Afterward to wit on the 20th day of May 1878 the following entry was made on the Journal of said court which reads as follows:

Entry John Powers } This day this cause came on to be heard the
vs. } defendants being in default. and neither party
Hannah Smith et al } requiring a jury the cause was submitted to the court upon the petition, evidence and exibits on consideration whereof the court finds. that the condition of the mortgage mentioned in the petition has been broken and that there is due on the first day of this term from the defendants Hannah Smith and Edward Smith to the plaintiff on the promisory note in the petition set forth the sum of ($118.15) One Hundred and ten & 15/100 Dollars which sum the court finds to be a lein on said lands. in the petition

mentioned - by virtue of the mortgage therein set forth and to bear interest at 8% per annum. It is therefore considered, ordered and adjudged by the court that the plaintiff recover of the ~~Defendants~~ Defendants. Hannah Smith & Edward Smith said sum of $110.15 so found due with interest from April 29th 1878 and also his costs of suit herein expended. taxed to $ And it is further ordered, adjudged and decreed by the court that if the defendants fail for five days from this date to pay the plaintiff said sum of $110.15 with interest from April 29th/1878 at 8% per annum and costs of suit that an order issue to the Sheriff of Union County for the time being commanding him to proceed to appraise advertise and sell the lands and tenements in the petition mentioned as upon judgments at law and bring the the proceeds arising from said sale into court. subject to its further ordered and cause continued.

Attest W.M. Winget Clerk.

Pleas before his Honor Thomas Beer presiding Judge of a Court of Common Pleas, Organ and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 11th day of Oct 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words and figures To. Wit.

3128 Petition

The State of Ohio Union County S.S. } In the Court of Commom Pleas

Citizens National Bank of Urbana Ohio
a.b.
John H. James and Henry T. Niles

The above named Plaintiff say that there is due to it from John H. James and Henry T. Niles defendants on a promissory note made by the defendants John H. James and Henry T. Niles to the plaintiff dated the 15th day of April A. D. 1878 which note with the warrant of Attorny thereto annexed is hereto attached the sum of Eighteen Hundred Dollars and cents with interest thereon at 8% Cent per annum from the 16th day of June A. D 1878 The plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid and that there are no credits or endorsements on said note Whereupon the Plaintiff ask Judgement against said defendant for the sum of Eighteen Hundred Dollars and cents with intrest at 8% from the 16th day of June A. D. 1878

Geiger & Russell Attys for Plaintiff

The State of Ohio Union County S.S. } Levi Geiger being sworn says he is Attorney for the Plaintiff in above action duly authorized in the premises and he says that he believes the statement in the foregoing Petition to be true He further says that the said Plaintiffs action is founded upon a promissory note given for the unconditional payment of money only and said note is now in affiants possession

L. Geiger

Subscribed by said Levi Geiger in my presence and sworn to by him before me this 11th day of October A. D. 1878

W. M. Winget Clerk

Copy of Note

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Answer

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Entry

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Copy of Note

$1800.00 Urbana O. 15 April 1878

Sixty days after date we or either of us promise to pay the Citizens National Bank or order Eighteen Hundred Dollars for value received with interest at eight per cent per annum after maturity and it is understood that the liability of neither of us is to be affected by further time being given for payment and in case said sum shall not be paid when due we or either of us do hereby empower ~~or~~ any other attorney at law in the state of Ohio to appear for us or either of us in any Court of Record or before any Justice of the Peace of the State of Ohio in any action in favor of ~~—~~ his Executors Administrators or Assigns for the above sum at any time after the same becomes due and acknowledge the service of process or waive the same receive a petition and confess a judgement against us or either of us in favor of said ~~—~~ his Executors Administrator and Assigns for the above sum and interest thereon from maturity at the rate of eight per cent per annum and costs of suit and release all errors in said suit and this shall be the warrant for so doing

In Witness Whereof We and each of us have hereunto set our hands and seals this ~~—~~ day of ~~—~~ 18

John H. James L.S.
Henry T. Niles L.S.

Answer

Citizens National Bank of Urbana Ohio Plaintiffs
v.s.
John H. James & Henry T. Niles defendants

In Court of Common Pleas Union County O.S.) And now come John H. James and Henry T. Niles the above named defendants by the undersigned J. M. Robinson A Attorney by virtue of a warrant of Attorney attached to and made and waive the issuing and service of process in this case and consent that Judgement be entered herein in favor of the above named pleintiff the holder of the note described in plaintiffs Petition and against the above named Defendant for the sum of Eighteen Hundred and Forty Six Dollars and ~~—~~ cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the Judgement in this case is hereby waived

October 11th A.D. 1878 J. M. Robinson Attorney for Defts

Entry

Citizens National Bank of Urbana Ohio Plff. v.s. John H. James & Henry T. Niles defts

This day came the plaintiff by Geiger & Russell its Attorneys and thereupon came J. M. Robinson one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendants to said plaintiff as is alleged in said Plaintiffs Petition the sum of $1846.00 and interest at 8% per annum from this date It is therefore considered that said Plaintiff do recover of said Defendants the said sum of

$1846 and interest from this date at 8% per annum as aforesaid confessed to be due together with costs of suit herein to be Taxed And by virtue of said warrant of Attorney all errors are released and all rights of appeal and all right to file a petition in error are waived

Attest D. M. Winget Clerk

Pleas before his Honor Thomas Beer presiding Judge of a court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to wit on the 11th day of October 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words and figures, to wit

3121 Petition

The State of Ohio Union County S.S. } In the Court of Common Pleas
Citizens National Bank of Alliance Ohio vs. John H. Jones and Henry T. Niles

The above named Plaintiff say that there is due to it from John H. Jones and Henry T. Niles Defendants on a promissory note made by the Defendants John H. Jones and Henry T. Niles to the Plaintiff dated the 28th day of January A. D. 1878 which note with the warrant of Attorney thereto annexed is here to attached the sum of Thirty Two Hundred Dollars with interest thereon at eight Percent Per annum from the 28th day of June A. D. 1878.

The Plaintiff further say that it is legal owner and holder of said note that the same is due and unpaid and that no payments or endorsements on said notes. Whereupon the Plaintiff ask judgement against said Defendant for the sum of Thirty Two Hundred Dollars and cents with interest at 8% from June 28th A. D. 1878 Geiger & Russell Attys for Plffs.

The State of Ohio Union County S.S. } Levi Geiger being duly sworn says that he believes the statement in the foregoing petition to be true and that he is one of the attorneys of the Plaintiffs in the above action He further says that this action is founded upon a promissory note for the unconditional payment of money only and said note is now in affiants possession

L. Geiger

Subscribed by Levi Geiger in my presence and sworn to by him before me this 11th day of October A. D. 1878 W. M. Winget Clerk

Copy of Note

$3200 00/100

Marysville O. June 28th 1878

Five Months after date we or either of us promise to pay the Citizens National Bank or order Thirty Two Hundred Dollars for value received with interest at eight per cent per annum after maturity and it is understood that the liability of neither of us is to be affected by further time being given for payment and in case said sum shall not be paid when due we or either of us do hereby empower — or any other attorney at law in the State of Ohio to appear for us or either of us in any Court of Record or before any Justice of the Peace of the State of Ohio in any action in favor of his Executors Administrators or Assigns for the above sum at any time after the same becomes due and acknowledged the service of process or waive the same receive a petition and confess a judgement against us or either of us in favor of said his Executors Administrators and Assigns for the above sum and interest thereon from maturity at the

rate of eight per cent per annum and costs of suit and release all errors in said suit and this shall be the warrant for so doing. In Witness Whereof We the each of us have hereunto set our hands and seals this day of 18
John H. James L.S. Henry T. Niles L.S.

Answer

Citizens National Bank of Urbana Ohio
v.s.
John H. James and Henry T. Niles

And now come John H. James and Henry T. Niles the above named defendant by the undersigned their Attorney and waive the issueing and service of process in this case and consent that judgement be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs Petition and against the above named defendant for the sum of Thirty Two Hundred and Seventy Dollars and 93 cents the ~~above~~ amount appearing due for principal and interest on said note together with costs of Protest and also consent that judgment be entered in the same manner against defendant for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived October 11th A.D. 1878. J. W. Robinson Atty for Defts.

Entry

Citizens National Bank of Urbana Ohio Plff.
v.s.
John H. James and Henry T. Niles Defendants

This day came the plaintiff by its Attorneys Geiger & Russell and thereupon came J. W. Robinson one of the Attorneys of record of this Court who by virtue of a warrant of attorney duly executed and now produced in open court and duly proved waived the issuing and service of process and entered the appearance of said defendants herein and by virtue of the said warrant of attorney confessed that there is due from said defendants to said plaintiffs as is alleged in said plaintiffs petition the sum of $ 3270 95/100 and the court find that said note bears interest at 8% per annum It is therefore considered and adjudged by the court that the said plaintiffs recover of the said defendants John H. James and Henry T. Niles the said sum of $ 3270 93/100 and that the same bear interest at 8% from this date so as aforesaid confessed to be due together with costs of suit herein taxed dollars and by virtue of said warrant of Attorney all errors are released and right of appeal and all right to file a petition in error are waived

~~Attest~~ W. M. Wright Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Commen Pleas began and held at the Court House in the Town of Urbanaville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 11th day of Oct 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words & figures to Wit

X
3126
Petition

The State of Ohio Union County S.S. } In the Court of Ammon Pleas
Citizens National Bank of Urbana Ohio Plaintiffs
vs.
John H. James Jr & al
John H. James defendants

The above named Plaintiffs say that there is due to it from John H. James Jr. and John H. James. defendants on a promissory note made by the defendant to the Plaintiff dated the 19th day of July A. D. 1878 which note with the warrant of Attorney thereto annexed is hereto attached the sum of Two Hundred and fifty Dollars with intrest thereon at 8% per annum from the 20th day of September A. D. 1878 The Plaintiffs further say that it is the legal owner and holder of said note that the same is due and unpaid that there are no Credits or endorsements on said note Whereupon the Plaintiff ask judgement against said defendant for the sum of Two Hundred and fifty Dollars with intrest at rate of 8% from the 20th day of September A. D. 1878

Geiger & Russell Attys for Plaintiffs

The State of Ohio Champaign County S.S.

Levi Geiger being sworn says he is attorny for the Plaintiff in above action duly authorized in the premises and he says that he believes the statement in the foregoing Petition to be true He further says that the said Plaintiff's action is founded upon a promissory note given for the unconditional payment of money only and said note is now in affiants possession

L. Geiger

Subscribed by said Levi Geiger in my presence and sworn to by him before me this 11th day of October A. D. 1878 A. M. Winget Clerk

Copy of Note

$250 00/100

Urbana O. July 19th 1878

Sixty days after date we or either of us promise to pay the Citizens National Bank or order Two Hundred and Fifty Dollars for value received with intrest at 8% per cent per annum after Maturity and it is understood that the liability of neither of us is to be affected by further time being given for payment and in case said sum shall not be paid when due we or either of us do hereby empower or any other attorney at law in the State of Ohio to appear for us or either of us in any Court of Record or before any Justice of the Peace of the State of Ohio in any action in favor of his Executors Administrators or Assigns for the above sum at any time after the same became due and acknowledge the service of process or waive the same receive a petition and confess a judgement against us or either of us in favor of said his Executors Administrators and Assigns for the above sum and intrest thereon from maturity at the rate of eight per cent Per annum and costs of suit and release all errors in said suit and this shall be the warrant for so doing. In witness where of we and each of us have hereunto set our hands and seals this day of 18

John H. James Jr. S. S. John H. James S. S.

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Answer — Citizens National Bank of Urbana Ohio Plaintiff
v.s.
John H. James Jr. and John H. James defendants

And now come John H. James Jr. and John H. James the above named defendant by the undersigned J. H. Robinson Attorney by virtue of a warrant of Attorney attached to said note and waive the issuing and service and consent that judgment be entered herein Plaintiff the holder of the note described in the above named defendants for the sum of Two Hundred and Fifty One Dollars and Sixteen cents the amount appearing due for principal and intrest on said note and also consent that judgment be entered in the same manner against defendants for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived

October 11th 1878 A.D. J. H. Robinson Attorney for Def't

Entry — Citizens National Bank of Urbana Ohio Plaintiff
v.s.
John H. James Jr. and John H. James defendants

This day came the plaintiff by Leiper and Russell its attorneys and thereupon came J. H. Robinson one of the Attorneys of Record of this Court who by virtue of a warrant of attorney duly executed and now produced in open Court and duly for'm waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendants to said Plaintiff as is alleged in said plaintiffs petition the sum of $ 251 16/100 and intrest at eight per cent per annum from this date It is therefore considered that said Plaintiff do recover of said defendants the said sum of $ 251 16/100 and intrest from this date at rate of 8% per annum so as aforesaid confessed to be due together with costs of suit herein to be taxed And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest C. M. Winget Clerk

Pleas before his Honor Thomas Beer presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the county of Union and State of Ohio on the 29th day of April 1878. Heretofore to wit on the 4th day of September 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words and figures to wit

3090 Petition — The State of Ohio Union County s.s. In the Court of Common Pleas
G. L. Sellers Pl'ff.
v.s.
Joseph L. Rogers Def't.

G. L. Sellers the above named plaintiff say that there is due to him from Joseph L. Rogers defendant on a promissory note made by the defendant Joseph L. Rogers

dated the 22 day of June A. D. 1878 which note with the warrant of Attorney thereto annexed is hereto attached the sum of One Hundred and Sixteen Dollars and sixty nine cents with intrest thereon at 8% from the 1st day of August A. D. 1878 The Plaintiff further say that he is the legal owner and holder of said note that the same is due and unpaid Whereupon the plaintiff ask judgment against said defendant for the sum of one hundred and sixteen Dollars and sixty nine cents with intrest at Eight per cent from the 1st day of August A. D. 1878

R. L. Woodburn Atty. for Plff.

The State of Ohio Union County S.S.} L. L. Sellers the above named Plaintiff being duly sworn says that he believes the statement in the foregoing petition to be true

L. L. Sellers

Subscribed by L. L. Sellers in my presence and sworn to by him before me this day of September A. D. 1878 W. W. Ringer Clerk

Copy of Note

$116 69/100

Marysville Ohio June 22d. 1878

Ten days after date we principal debtors we jointly and severally promise to pay to L. L. Sellers in Marysville One Hundred and sixteen 69/100 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 issueing and 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 with eight per cent intrest 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 22d. day of June 1878 Joseph L. Rogers L.S.

Answer

L. L. Sellers Plff. vs. Joseph L. Rogers Deft. } And now come Joseph L. Rogers the above named defendant by the undersigned his attorney and waive the issueing and service of process in this case and consent that judgement be entered herein in favor of the above name plaintiff the holder of the note described in plaintiffs petition and against the above named defendant for the sum of One Hundred and seventeen and sixty six cents the amount appearing due for principal and intrest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all error are hereby released and defendants rights to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

September 9th A. D. 1878 A. H. Beightler Atty for Deft.

Entry

L. L. Sellers vs. Joseph L. Rogers } This day came the plaintiff by R. L. Woodburn his attorney and thereupon came A. H. Beightler one of the

3108 Petition

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Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly power waived the issueing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $117 $\frac{66}{100}$ It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $117 $\frac{66}{100}$ so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all rights of appeal and all right to file a petition in error are waived

Attest O. M. Winget Clerk

Pleas before His Honor Thomas Beer presiding Judge of a Court of Common Pleas within and held at the court house in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words and figures to wit

3108 Petition

The State of Ohio Union County S.S. In the Court of Common Pleas

The Peoples Bank
vs.
R. H. White
Enos A Bell
Henry Evans

The plaintiff says that it is a copartnership formed for the purpose of doing business within the state of Ohio and not incorporated Plaintiff says that there is due to it from R. H. White Enos Bell and Henry Evans defendants on a promissory note made by the defendants R. H. White Enos A. Bell and Henry Evans dated the 16th day of December A. D. 1877 which note with the warrant of Attorney hereto annexed is hereto attached the sum of Three Hundred and Two Dollars and Thirty Three cents with interest thereon at 8% from the 30th day of April A. D. 1878 The Plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid Whereupon the Plaintiff ask judgement against said defendants for the sum of Three Hundred and two Dollars and Thirty Three cents with interest at 8% from the 30th day of April A. D. 1878

A. T. Carpenter Atty for Plaintiffs.

The State of Ohio Union County S.S. A. T. Carpenter being sworn says that he is the attorney of the above named plaintiff duly authorized in the premises that this the plaintiffs action is founded upon a written instrument for the payment of money only now in possession of affiant Affiant further says that the facts stated and allegations contained in the plaintiffs foregoing petition are true as he verily believes

A. T. Carpenter

Subscribed by A. T. Carpenter in my presence and sworn to by him before me this 9th day of October A. D. 1878

O. M. Winget Clerk

Copy of Note

$ 500 00/100

Marysville Ohio December 16th A.D. 1878

Ninety days after date we principal debtors are jointly and severally promised to pay to The Peoples Bank or order at their office in Marysville Ohio Five Hundred and No/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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said note with eight per cent interest payable annually after the same shall become due together with costs of suit and release all errors and waive all rights of Appeal in this behalf Witness our hands and seals this 2d day of December 1877 R. H. White [LS] Enos A. Bell [LS] Henry Evans [LS]

Endorsed Paid April 30/78 Two Hundred Dollars

Answer

The Peoples Bank
vs.
R. H. White
Enos A Bell
Henry Evans

And now come R. H. White Enos A. Bell & Henry Evans the above named defendants by the undersigned A. H. Kollefrath Attorney and waive the issuing and service of Process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition and against the above named Defendant for the sum of Three Hundred and Fourteen Dollars the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendants for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of an execution issued on the judgement in this case is hereby waived

October 9th A. D. 1878 A. H. Kollefrath Atty for Defts

Entry

The Peoples Bank
vs.
R. H. White
Enos A Bell &
Henry Evans

This day came the Plaintiff by A. T. Carpenter Attorney and thereupon came A. H. Kollefrath one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $ 314 00/100 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $ 314 00/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with intrest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest D. M. Winget Clerk

3104 Petition

Copy of Note

$ 119 95/100

Pleas before his Honor Thomas Beer presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words & figures to wit

3104 Petition

The State of Ohio Union County ss. } In the Court of Common Pleas
The Peoples Bank } The plaintiff says that it is a copartnership formed
v.s. } for the purpose of doing business within the State of
A. Walter } Ohio and not incorporated the above named Plaintiff
says that there is due to it from A. Walter Defendant
on a promissory note made by the defendant A. Walter dated the 13th day of May A. D. 1878 which note with the warrant of Attorney thereto annexed is hereto attached the sum of One Hundred and Nineteen Dollars and Ninety five Cents with interest thereon at 8% from the 13th day of August A. D. 1878 The Plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid. Whereupon the Plaintiff asks judgement against said Defendant for the sum of One Hundred and Nineteen Dollars and Ninety five cents with interest at 8% from the 13th day of August A. D. 1878

A. T. Carpenter Attys for Pltff

The State of Ohio Union County ss } A. T. Carpenter being sworn says that he is the attorney of the above named plaintiff duly authorized in the premises That the plaintiffs action is founded upon a written instrument for the payment of money only which is now in possession of affiant Affiant further says that he believes the statement in the foregoing petition to be true A. T. Carpenter

Subscribed by A. T. Carpenter in my presence and sworn to by him before me this 9th day of October A. D. 1878 N. M. Nungesser Clerk

Copy of Note

$119 95/100

Marysville Ohio May 13th 1878.

Sixty days after date as principal debtors we jointly and severally promise to pay to The Peoples Bank or order at their office in Marysville Ohio One Hundred Nineteen & 95/100 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said note with eight per cent 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 13th day of May 1878. Taken as collateral security note of S. S & R. M. McCamey & Co. (Seal) due 9 mos from Nov 17/77 for 186 46/100 A. Walter (Seal)

Answer — The Peoples Bank vs. A. Walter — And now comes A. Walter the above named defendant by the undersigned A. H. Kollepath Attorney and waives the issuing and service of process in this case and consents that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs petition and against the above named Defendant for the sum of One Hundred & Twenty two Dollars and Fifty Four Cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against Defendant for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 6th 1878 A.D. A. H. Kollepath Atty for Def.

Entry — The Peoples Bank vs. A. Walter — This day came the Plaintiff by A. T. Carpenter Attorney and thereupon came A. H. Kollepath one of the attorneys of Record of this court who by virtue of a warrant of attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $ 122 54/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $ 122 54/100 so as aforesaid confessed to be due together with costs of suit herein to be Taxed and with interest to be computed at the rate of 8% per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest O. M. Wing et Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a court of Common Pleas Organ and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to Wit

3121 Petition — The State of Ohio Union County ss } In the Court of Common Pleas

The Peoples Bank vs. Thomas Moffitt, David Davis — The plaintiff says that it is a copartnership formed for the purpose of carrying on business within the State of Ohio and not incorporated The above named Plaintiff further says that there is due to it from Thomas Moffitt and David Davis defendants on a promissory note made by the defendants Thomas Moffitt and David Davis dated the 30th day of April A. D. 1878 which note with the warrant of Attorney thereto annexed is here to attached the sum of Three Hundred and Sixty Nine Dollars and Twenty seven cents with interest thereon at 8% from the 30th day of July A. D. 1878 The plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid. Whereup

the Plaintiff asks judgment against said defendants for the sum of Three Hundred and Sixty Nine Dollars and Twenty Seven cents with interest at 8% from the 30th day of July A.D. 1878 A. T. Carpenter Atty for Plff.

The State of Ohio Union County ss. A. T. Carpenter being sworn says that he is the attorney of the above plaintiff duly authorized in the premises That this the plaintiffs action is founded upon a written instrument for the payment of Money only which is now in possession of affiant Affiant further says the facts stated and allegations contained in the foregoing petition are true as affiant verily believes A. T. Carpenter

Subscribed by A. T. Carpenter in my presence and sworn to by him before me this 10th day of October A.D. 1878 W. M. Stringer Clerk

Copy of Note

$369 27/100

Marysville Ohio April 30th 1878

Ninety Days after date as principal debtors we jointly and severally promise to pay to The People's Bank or order at their office in Marysville Ohio Three Hundred Sixty Nine 27/100 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said Note with eight per cent 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 30th day of April 1878

Thomas Moffitt Seal David Davis Seal

Answer

The Peoples Bank
vs.
Thomas Moffitt &
David Davis

And now come Thomas Moffitt and David Davis the above named defendants by the undersigned D. N. Ayers Attorney and waive the issuing and service of Proces in this case and consent that judgement be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs petition and against the above named defendants for the sum of Three Hundred Seventy Eight Dollars and Thirteen Cents the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against defendants for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived Oct 10th A.D. 1878 D. N. Ayers atty for Defts

Entry

The Peoples Bank
vs.
Thomas Moffitt
David Davis

This day came the Plaintiff by A. T. Carpenter Attorney and thereupon came D. N. Ayers one of the Attorneys of record of this Court who by virtue of a warrant of attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said

Defendants Favor and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said Plaintiff as is alleged in said plaintiffs petition the sum of $ 378 00/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $ 378 00/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal And all right to file a petition in error are waived

Attest W. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas Organized and Held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 9th day of October 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words and figures to wit.

Petition

The State of Ohio Union County ss } In Court of Common Pleas
The Bank of Richwood vs. H. H. Pringle W. H. Lenox and S. Walker

The Plaintiff says that they are an association of persons doing a general Banking Business under the firm name of The Bank of Richwood and the same is not incorporated that the defendants H. H. Pringle W. H. Lenox and S. Walker on or about the 22d day of November A. D. 1877 executed and delivered to said plaintiff their promissory note of that date together with a warrant of Attorney which promissory Note and Warrant of Attorney or copies thereof are hereto attached marked Exibit A. and made a part of this petition, said plaintiff further say that said promissory note is due and unpaid that it is the legal owner and holder thereof and that there is due them thereon from said defendants the sum of Three hundred Dollars with interest at 8% from the 22d day of November A. D. 1878 Wherefore the plaintiff ask Judgement against said defendant for the sum of Three hundred Dollars and with interest thereon at 8% from the 22d day of November A. D. 1877 and for costs of suit

Cameron and Benton Plaintiffs Attorneys

The State of Ohio Union County ss } I. B. Benton 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 said instrument in writing is in his possession and that he verily believes the statements contained in the foregoing petition are true in substance and in fact

I. B. Benton

Sworn to by said I. B. Benton before me and by him subscribed in my presence this 9th day of October A. D. 1878 W. M. Winget Clerk

Copy of Note

$300 00/100 Thirty days after date for value received we jointly and severally promise to Pay Bank of Richwood or Order at their office Three hundred Dollars with interest at the rate of 8 per cent per annum and all unpaid principal and interest after due until paid interest to be computed every year with 8 per cent attorney fee if collected 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 appear for us or either of us in any of said Courts at any time after the above note becomes due and confess judgement thereon against us or either of us in favor of the payee or endorsers hereof for the sum due on said note with all interest and costs of suit said judgement to draw the rate of interest specified in note after rendition until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us and release all errors that may accrue in the rendition of said judgement and 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 this 23 d day of Nov. 1877 H. H. Bingle, N. H. Lenox, S. Walker

Answer — The State of Ohio Huron County } S.S. } In Court of Common Pleas
The Bank of Richmond
v.s.
H. H. Bingle N. H. Lenox & S. Walker } By virtue of the warrant of Attorney attached to the foregoing Petition I. J. M. Broderick an Attorney at Law in the several Courts of Record in the State of Ohio hereby enter an appearance for the said Defendants at the suit of The Bank of Richmond Plaintiff against said H. H. Bingle N. H. Lenox and S. Walker defendants and waive the issuing and service of process therein and confess a judgement in favor of said Bank of Richmond against said H. H. Bingle, N. H. Lenox and S. Walker for the sum of Three hundred and Twenty Dollars and Thirty Three cents Damages (being the amount appearing due for principal and intrest on said promissory note and also for costs of suit and I do hereby release all errors and waive all right of appeal Jno M. Broderick Defendants Attorney.

Entry — The Bank of Richmond
v.s.
H. H. Bingle N. H. Lenox and S. Walker } This day came the plaintiff by T. B. Benton Attorney and thereupon came Jno M Broderick one of the attorneys of record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $320 33/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $320 33/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with intrest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest — W. M. Wenger Clerk

Pleas before his Honor Thomas Beer presiding judge of a Court of Common Pleas Organ and held at the Court House in the town of Marysville in and for County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 9th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit

3099 Petition

The State of Ohio Union County S.S. } In Court of Common Pleas
The Bank of Richwood o.s.
H. H. Pringle 2nd
W. H. Lenox

The plaintiffs say that they are an association of Persons doing a general banking business in the state of Ohio under the firm name of The Bank of Richwood and the same is not Incorporated that the defendant H. H. Pringle and W. H. Lenox on or about the 7 day of November A.D. 1877 executed and delivered to said plaintiffs their promissory note of that date together with a Warrant of Attorney which Promissory Note and Warrant of Attorney or copies thereof are here to attached marked "Exhibit A." and made a part of this Petition. Said Plaintiff further say that said promissory note is due and unpaid that they are the legal owners and holders thereof and that there is due them thereon from said defendant the sum of One hundred and Thirteen Dollars with intrest at 8% from the 7 day of November A.D. 1877 Wherefore the plaintiff ask judgement against said defendant for the sum of One Hundred and Thirteen Dollars with intrest at 8% thereon from the 7th day of November A.D. 1878 and for costs of suit

Cameron and Benton Plaintiffs Attorneys

Answer

The State of Ohio Union County S.S. } F. B. Benton 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 said instrument in writing is in his possession and that he verily believes the statements contained in the foregoing petition are true in substance and in fact

F. B. Benton

Sworn to by said F. B. Benton before me and by him subscribed in my presence this 9th day of October A.D. 1878

W. M. Stringer Clerk

Entry

The Bank of Richwood o.s.
H. H. Pringle 2nd
W. H. Lenox

Attorney's Warrant

Copy of Note

$ 200 Sixty days after date for value received we jointly and severally promise to pay the Bank of Richwood or order at their office Two Hundred & Fifty Dollars with intrest at the rate of 8 per cent per annum and all unpaid principal and intrest after due until paid intrest to be computed every year with 5 per cent attorneys fee if collected 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 appear for us or either of us in any of said Courts, at any time after the above note becomes due and confess judgment thereon against us or either of us in favor of the payee or endorser hereof for the sum due on said note with all intrest and costs of suit said judgment to draw the rate of intrest specified in note after maturity until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real

Pleas before his Honor Thomas Beer presiding judge of a Court of Common Pleas of Marysville in and for County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 9th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit

The State of Ohio Union County S.S. } In Court of Common Pleas
The Bank of Richwood o.s.
H. H. Pringle 2nd
W. H. Lenox

The plaintiffs say that they are an association of Persons doing a general banking business in the state of Ohio under the firm name of The Bank of Richwood and the same is not Incorporated that the defendant H. H. Pringle and W. H. Lenox on or about the 7 day of November A.D. 1877 executed and delivered to said plaintiffs their promissory note of that date together with a Warrant of Attorney which Promissory Note and Warrant of Attorney or copies thereof are here to attached marked "Exhibit A." and made a part of this Petition. Said Plaintiff further say that said promissory note is due and unpaid that they are the legal owners and holders thereof and that there is due them thereon from said defendant the sum of One hundred and Thirteen Dollars with intrest at 8% from the 7 day of November A.D. 1877 Wherefore the plaintiff ask judgement against said defendant for the sum of One Hundred and Thirteen Dollars with intrest at 8% thereon from the 7th day of November A.D. 1878 and for costs of suit

Cameron and Benton Plaintiffs Attorneys

The State of Ohio Union County S.S. } F. B. Benton 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 said instrument in writing is in his possession and that he verily believes the statements contained in the foregoing petition are true in substance and in fact

F. B. Benton

Sworn to by said F. B. Benton before me and by him subscribed in my presence this 9th day of October A.D. 1878

W. M. Stringer Clerk

$ 200 Sixty days after date for value received we jointly and severally promise to pay the Bank of Richwood or order at their office Two Hundred & Fifty Dollars with intrest at the rate of 8 per cent per annum and all unpaid principal and intrest after due until paid intrest to be computed every year with 5 per cent attorneys fee if collected 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 appear for us or either of us in any of said Courts, at any time after the above note becomes due and confess judgment thereon against us or either of us in favor of the payee or endorser hereof for the sum due on said note with all intrest and costs of suit said judgment to draw the rate of intrest specified in note after maturity until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real

property belonging to us or either of us and release all errors that may accrue in the rendition of said judgement and 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 this 7th day of November 1877 H. H. Pringle. Seal N. H. Lenox Seal

(Endorsed Seventeen Dollars paid Mch 22d 78 Ninety Dollars paid April 12th 1878 Thirty Dollars paid May 13th 1878)

Answer — The State of Ohio Union County ss In Court of Common Pleas
The Bank of Richwood
vs.
H. H. Pringle and
N. H. Lenox

By virtue of the Warrant of Attorney attached to the foregoing Petition I. J. M. Broderick 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 The Bank of Richwood plaintiff against said H. H. Pringle and N. H. Lenox defendants and waive the issuing and service of process therein and confess a judgement in favor of the said Bank of Richwood against said H. H. Pringle and N. H. Lenox for the sum of One hundred and Twenty Six dollars and Seventy cents damages being the Ammount appearing due for principal and interest on said promissory note and also for costs of suit and I do hereby release all errors and waive all rights of appeal

Jno. M. Broderick Defendants Attorney

Entry — The Bank of Richwood
vs.
H. H. Pringle and N. H. Lenox

This day came the Plaintiff by T. B. Benton Attorney and thereupon came Jno. M. Broderick one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of attorney confesses that there is due from said defendant to said Plaintiff as is alleged in said plaintiffs petition the sum of $126 70/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $126 70/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest — W. M. Winget Clerk

Pleas before his Honor Thomas Beer presiding Judge of a Court of common pleas Organ and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to wit on the 25th day of September 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit

3094 Petition

The State of Ohio Union County S.S. } In the Court of Common Pleas U.S.

Citizens National Bank Plaintiffs
vs.
Jacob K. Garber
J. E. Taylor
A. Marquardt

The above named Plaintiff say that there is due to it from Jacob K. Garber, J. E. Taylor & A. Marquardt defendants on a promissory note made by the defendant to the plaintiff dated the 6th day of July A. D. 1878 which note with the warrant of Attorney thereto annexed is hereto attached the sum of Five Hundred Dollars and cents with interest thereon at 8% from the 6th day of August A.D. 1878 The Plaintiff further say that it is the legal owner and holder of said note that the same is due and unpaid and that there is now due to the plaintiff from the said defendants the sum of Five Hundred dollars and interest at 8% from August 6th 1878 on said note Whereupon the Plaintiff ask judgement against said defendants for the sum of Five Hundred Dollars with interest at 8% from the 6th of August A. D. 1878

D. Geiger Atty for Plaintiff &c.

The State of Ohio Union County S.S. } Levi Geiger being sworn says he is attorney for the plaintiff in the above action duly authorized in the premises and he says that he believe the statement in the foregoing Petition to be true He further says that the said Plaintiffs action is founded upon a promissory note given for the unconditional payment of money only and said note is now in affiants possession Levi Geiger

Subscribed by Levi Geiger in my presence and sworn to by him before me this 25th day of September A.D. 1878

N. M. Winget Clerk

Copy of Note

$500.00 Urbana O. July 6th 1878 Thirty days after date we or either of us promise to pay the Citizens National Bank or order Five Hundred dollars for value received with interest at eight per cent per annum after maturity and it is understood that the liability of neither of us is to be affected by further time being given for payment and in case said sum shall not be paid when due we or either of us do hereby empower or any other attorney at law in the State of Ohio to appear for us or either of us in any Court of Record or before any Justice of the Peace of the State of Ohio in any action in favor of his Executors Administrators or Assigns for the above sum due and acknowledge the service of process or waive the same receive a petition and confess a judgement against us or either of us in favor of said his Executors Administrators and Assigns for the above sum and interest thereon from maturity at the rate of eight per cent per annum and costs of suit and release all errors in said suit and this shall be the warrant for so doing In witness whereof We and each of us have hereunto set our hands and seals this day of 18 Garber, Taylor, and Co. J. K. Garber S.S. J. E. Taylor S.S. A. Marquardt

State of Ohio Champaign County S.S. } John Mayer being duly sworn says he is personally acquainted with Jacob K. Garber J. E. Taylor and A. Marquardt whose signatures are attached to the judgement

Answer

Citizens Bank
v.
Jacob K.
J. E. Tayl
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Entry

Citizens
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note hereto attached that he has seen each of said parties write and is acquainted with the signature of each of said parties that affiant is a banker and knows the signature attached to the above judgment note to be the signatures of the said Jacob K. Garber. J. E. Taylor and A. Marquardt

John Mayer

Sworn to and subscribed before me this 25th day of September A. D. 1878

Seal

John M. Russell Notary Public in & for Champaign Co.

Answer Citizens National Bank Plaintiff

vs.

Jacob K. Garber
J. E. Taylor &
A. Marquardt Defts

And now come the above named defendant by the undersigned A. J. Carpenter Attorney by virtue of a warrant of Attorney attached to said note and waive the issuing and service of process in this case and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in plaintiffs petition and against the above named defendant for the sum of Five Hundred and Five Dollars and 44 cents the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against defendant for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

September 25th A. D. 1878 A. J. Carpenter Atty for Defts.

Entry Citizens National Bank Pltff.

vs.

Jacob K Garber
J. E. Taylor and
A. Marquardt Defts.

This day came the plaintiff S. Geiger its attorney and thereupon came A. J. Carpenter one of the Attorneys of record of this Court who by virtue of a warrant of attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said plaintiff as is alleged in said Plaintiffs petition the sum of $505 44/100 and that said note bears interest at 8% by contract in writing It is therefore considered that said plaintiff do recover of said Defendant the said sum of $505 44/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed And by virtue of said warrant of attorney all errors are released and all right of appeal and all right to file a petition in error are waived and that said judgement bear interest at 8%

Attest W. M. Winger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a court of Common Pleas Organized held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to wit on the 9th day of October 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words and figures to wit

3105 Petition

The State of Ohio Union County } S.S. In the Court of Common Pleas
Union County Bank
v.s.
S. Carter & Co & S. M. Blake and S. Carter

The Union Co. Bank a Co of Persons doing business in Ohio under said name the above named Plaintiffs say that there is due to said Plaintiffs from S. Carter & Co & S. M. Blake & S. Carter the defendants on a promissory note made by the defendants S. Carter and Co & S. M. Blake and S. Carter dated the 22 day of July A. D. 1878 which note with the warrant of attorney thereto annexed is here to attached the sum of Three Hundred & sixty six Dollars and 94 cents with interest thereon at 8 per ct. from the 22 day of sept A. D. 1878 The Plaintiffs further say that they are the legal owner and holder of said note that the same is due and unpaid. Whereupon the plaintiffs asks judgement against said defendant for the sum of Three hundred and Sixty six dollars and 94 cents with intrest at 8 per ct. from the 22 day of Sept. A. D 1878

P. R. Kerr Attorney for Plaintiffs

The State of Ohio Union County S.S. P. R. Kerr atty for the above named Plaintiffs being duly sworn says that he believes the statement in the foregoing petition is true He further says that the said plaintiffs placed said note in his hands for collection and the same is for the payment of money only P. R. Kerr

Subscribed by P. R. Kerr in my presence and sworn to by him before me this 9th day of Oct A. D 1878 W. M. Winger Clerk

Copy of Note

$366 94/100 Sixty days after date for value received we jointly and severally promise to pay The Union County Bank or order at their office Three Hundred & Sixty Six 94/100 Dollars with intrest at the rate of 8 per cent per annum on all unpaid principal and intrest after due until paid intrest to be computed every year with five per cent attorney fee if collected 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 appear for us or either of us in any of said courts at any time after the above note becomes due and confess judgement thereon against us or either of us in favor of the payee or endorser hereof for the sum due on said note with all intrest and costs of suit said judgement to draw the rate of intrest specified in note after rendition until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us and release all error that may accrue in the rendition of said judgement and 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 22d day of July 1878. S. Carter and Co Seal S.M. Blake Seal S. Carter Seal

Answer

Union Co
v.
S. Carter
and S. C

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3104
Petition

The State
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Answer

Union County Bank
v.s.
S. Carter & Co S.M. Blake
and S. Carter

And now come S. Carter & Co S.M. Blake & S. Carter the above named defendants by the undersigned S. S. Gardner Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition and against the above named defendant for the sum of Three Hundred & Sixty Eight Dollars and 25 Cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants rights to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 9th A.D. 1878

S. S. Gardner Atty for Defy-

Entry

Union County Bank
v.s.
S. Carter & Co S.M. Blake
and S. Carter

This day came the Plaintiff by R.R. Kerr Attorney and thereupon came S. S. Gardner one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confess that there is due from said defendant to said Plaintiff as is alleged in said plaintiffs petition the sum of $368 25/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $368 25/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

~~Attest~~ W. M. Wright Clerk

Pleas before his honor Thomas Beer Presiding Judge at a court of Common Pleas began and held at the Court House in the Town of Marysville in and for said County of Union and State of Ohio on the 29th day of April 1878. Hereafter to wit on the 9th day of Oct 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words and figures To Wit

3104
Petition

The State of Ohio Union County ss.
The Union County Bank
v.s.
S. Carter 2nd Co & S.M. Blake

In the Court of Common Pleas
The Union County Bank a company of Persons doing business in Ohio under said name the above named Plaintiffs say that there is due to said Plaintiffs from S. Carter & Co a company of Persons doing Business in Ohio under said name & S.M. Blake defendants on a promissory note made by the defendants S. Carter and Co & S.M. Blake dated the 21 day of December A.D. 1875 which note with the warrant of Attorney thereto

annexed is hereto attached the sum of Nine Hundred & Seventy Seven Dollars and Forty two cents with intrest thereon at 8 per cent from the 25 day of October A. D. 1877 The plaintiffs further say that they are the legal owner and holder of said note that the same is due and unpaid except the intrest thereon up to the 25 day of Oct 1877 Wherefore the Plaintiffs ask Judgement against said defendants for the sum of Nine Hundred & Seventy Seven Dollars and 42 cents with intrest at 8 per ct from the 25 day of October A. D. 1878

R. R. Kerr Attorney for Plaintiffs

The State of Ohio Union County ss R. R. Kerr attorney for the above named Plaintiff being duly sworn says that he believes the statement in the foregoing Petition is true. He further says that the said Plaintiffs placed said note in his hands for collection and the same is for the payment of money only R. R. Kerr.

Subscribed by R. R. Kerr in my presence and sworn to by him before me this 9 day of October A. D. 1878 N. M. Minger Clerk

Copy of Note

$977.42/100 Sixty days after date for value received we jointly and severally promise to pay the Union County Bank or Order at their office Nine Hundred Seventy Seven 42/100 Dollars with intrest at the rate of 8 per cent per annum on all unpaid principal and intrest after due until paid intrest to be computed every year with five per cent attorney fee if collected 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 receive the issuing and service of Proces and appear for us or either of us in any of said Courts at any time after the above note becomes due and confess judgement therein against us or either of us in favor of the payee or endorser hereof for the sum due on said note with all intrest and costs of suit said judgement to draw the rate of intrest specified in note after its rendition until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us and release all errors that may accrue in the rendition of said Judgement and 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 24th day of December 1875

S. Carter & Co (Seal) S. M. Blake (Seal)

Said note was endorsed as follows to wit Intrest paid on this note March 8th 1876 for sixty days from the time it was due viz Feb 25/76 $20 Intrest paid on this note June 5th 76 from April 25th 76 to June 25th 1876 $20 Intrest paid march 13th 77 on this note from Jan 25/76 to Apr 25th 77 $160 Intrest paid Oct 16th 1877 on this note from Apr 25th 77 to Oct 25th 77 $60

Answer

Union County Bank
vs.
S. Carter & Co and
S. M. Blake

And now come S. Carter & Co & S. M. Blake the above named defendants by the undersigned S. S. Gardner Attorney and waive the issuing and service of process in this case and consent that Judgement be entered herein in favor of

Entry

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Union Co
vs
S. Carter-

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3129 Petition

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the above named plaintiff the holder of the note described in plaintiffs petition and against the above named defendant for the sum of One Thousand & fifty two Dollars and thirty five cents the amount appearing due for principal and intrest on said note and also consent that judgement be entered in the same manner against Defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any executions issued on the judgement in this case is hereby waived October 9th A. D. 1878 S. B. Gardner Attorney for Deft.

Entry

Union Co Bank
vs.
S. Carter & Co et al.

This day came the Plaintiff by D. K. Kerr their Attorney and thereupon came S. B. Gardner one of the Attorneys of Record of this Court who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered a appearance of said defendants herein and by virtue of the same warrant of Attorney confess that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $ 1052 35/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $ 1052 35/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest W. M. Ringer Clerk

Pleas before his Honor Thomas Beer presiding Judge of a court of Common Pleas Organ and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 12th day of October 1878 the following petition answered and entry was filed with the clerk of said Court which reads as the following words and figures to wit

3129
Petition

The State of Ohio Union County S.S. In the Court of Commn Pleas
The Peoples Bank
vs.
J. W. Fimmons John Trimble
Ralph Moffitt

The plaintiff says that it is a copartnership formed for the purpose of carrying on business within the state of Ohio and not incorporated Plaintiffs further says. that there is due to it from J. W. Fimmons John Trimble and Ralph Moffitt defendants on a promissory note made by the defendants J. W. Fimmons John Trimble and Ralph Moffitt dated the 20th day of July A. D. 1878 which note with the warrant of attorney thereto annexed is hereto attached the sum of One Hundred and Two Dollars and Ten cents with intrest thereon at 8% from the 20th day of September A. D. 1878
The Plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid Whereupon the plaintiff

asks judgement against said defendants for the sum of One Hundred and two Dollars and ten cents with interest at 8% from the 20th day of September A. D. 1878 A. T. Carpenter Atty's for Plaint.

The State of Ohio Union County S.S. A. T. Carpenter being duly sworn says that he is the attorney of the above named plaintiff's duly authorized in the premises Affiant further says that this the plaintiff's action is founded upon a written instrument for the payment of money only which is now in the possession of affiant Affiant further says that the facts stated and alleyations contained in the foregoing petition are true as affiant verily believe A. T. Carpenter

Subscribed by A. T. Carpenter in my presence and sworn to by him before me this 12th day of October A. D. 1878 W. M. Wright Clerk.

Copy of Note

$102.00 Marysville Ohio July 20th 1878 Sixty days after date as principal debtors we jointly and severally promise to pay to The Peoples Bank or order at their office in Marysville Ohio One Hundred and Two Dollars & 00 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 Proces 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 with eight per cent 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 2d day of August 1878 J. M. Timmons (Seal) John Trimble (Seal) Ralph Moffitt (Seal)

Answer

In Court of Common Pleas Union County S.S.

The Peoples Bank v.s. J. M. Timmons, John Trimble, Ralph Moffitt

And now come J. M. Timmons John Trimble and Ralph Moffitt the above named Defendants by the undersigned R. R. Kerr Attorney and waive the issuing and service of process in this case and consent that Judgement be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiff's petition and against the above named Defendant for the sum of One Hundred & Two Dollars and Ninety cents the amount appearing due for principal and intrest on said note and also consent that judgement be entered in the same manner against Defendant for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived Oct 12th A. D. 1878 R. R. Kerr Atty for Def't.

Entry

The Peoples Bank v.s. J. M. Timmons, John Trimble, Ralph Moffitt

This day came the Plaintiff by A. T. Carpenter Attorney and thereupon came R. R. Kerr one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plain-

3120 Petition

The State ... Plaintiffs ... D. H. ... and J. ... is due to ... defendan... Bank of ... note wit... the sum ... thereon ... Plaintiff ... said note ... ask judge... Dollars a... of October ...

The State ... that he ... says that ... in the pre... unconditi... ment of ... Subscr... this 10th d...

Copy of Note

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tiffs petition the sum of $ 102 20/100 It is therfore considered that said Plaintiff do recover of said Defendant the said sum of $ 102 20/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest O. M. Winget Clerk

Pleas before His Honor Thomas Beer Presiding Judge of a Court of Common Pleas Organ and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit

3120 Petition

The State of Ohio Union County S.S. } In the Court of Common Pleas
The Farmers Bank of Union County }
Plaintiffs vs. } The plaintiffs say they are a firm doing
D. H. Southard James S. Winters } business within the state of Ohio under
and J. W. Southard } the firm name of Farmers Bank of Union
} County and are not incorporated as such
} the above named Plaintiff say that there

is due to them from D. H. Southard James S. Winters and J. W. Southard defendants on a promissory note made by the defendants to the Farmers Bank of Union County dated the 2d day of April A. D. 1878 which note with the warrant of Attorney thereto annexed is hereto attached the sum of Two Hundred and Two Dollars Ninety Four cents with interest thereon at 8 per cent from the 28th day of September A. D. 1878 The Plaintiff further say that They are the legal owners and holder of said note that the same is due and unpaid. Whereupon the Plaintiff ask judgement against said Defendant for the sum of Two Hundred and Two Dollars and Ninety Four cents with interest at 8 per cent from the 10th day of October A. D. 1878 D. W. Ayers Atty's for Plaintiffs.

The State of Ohio Union County S.S. } D. W. Ayers being duley sworn says
that he believes the statement in the foregoing petition to be true He further says that he is the Attorney of the above named plaintiff duly authorized in the premises that this action is founded upon a written instrument for the unconditional payment of money only and that the same is now in the possession of this affiant D. W. Ayers

Subscribed by D. W. Ayers in my presence and sworn to by him before me this 10th day of October A. D. 1878 W. M. Winget Clerk

Copy of Note

$ 395 00/100 Marysville Ohio April 2nd 1878

Thirty days after date as principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville Three hundred and Ninety five 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said Note with eight per cent 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 2 day of April 1878

D. H. Southard Seal James S. Winters Seal J. M. Southard Seal

Said note had the following endorsement "Received Two Hundred Dollars September 28th 1878"

Answer — Farmers Bank of Union County vs. D. H Southard James S. Winters and J. M. Southard Defendts, — And now came D. H. Southard James S. Winters and J. M. Southard the above named defendants by the undersigned their Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named Plaintiff the Holder of the note described in Plaintiffs petition and against the above named defendants for the sum of Two hundred and Two Dollars and Ninety four cents the amount appearing due for principal and intrest on said note and also consent that judgement be entered in the same manner against defendants for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 10th 1878 A.D. Jno M. Broderick Atty. for defts.

Entry — Farmers Bank of Union County vs. D. H. Southard James S. Winters and J. M. Southard — This day came the Plaintiff by D. W. Ayers Attorney and thereupon came Jno M. Broderick one of the Attorneys of Record of this Court who by virtue of a Warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendants herein named by virtue of the same warrant of Attorneys confesses that there is due from said defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $202 94/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $202 94/100 as aforesaid confessed to be due together with costs of suit herein to be taxed and with intrest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

~~Attest~~ W. M. Wright Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas Organ and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit

3123 Petition — The State … Farmers B… Union Count… vs. James S. W… D. H. South… Isaac J. Sig… de… of March … exed is th… with int… The Plain… note that… ment ag… sworn to… 10th day…

Copy of Note — $202 94/100 … Nine… erally pa… office in … ived Octo… authorize … after the … or elsewhe… ment agai… Note for… annually … release all… our hand…

Answer — Farmers … Plaintiff … James S. … and Dan… case and … above na… ntiffs pe…

3123 Petition

The State of Ohio Union County S.S. } In the Court of Common Pleas
Farmers Bank of Union County Ptff. } The plaintiffs say They are a company of persons doing
vs. } business within the State of Ohio under the firm name of
James L. Winters } Farmers Bank of Union County and are not incorporated as
L. H. Southard } such the above named Plaintiff say that there is due to them
Isaac J. Sigler } from James L. Winters L. H. Southard and Isaac J. Sigler Def-
Defts } endants on a promissory note made by the defendants to
the said Farmers Bank of Union County dated the 26th day of march A. D. 1878 which Note with the warrant of Attorney thereto annexed is hereto attached the sum of One Hundred and Twenty Fiv Dollars with intrest thereon at 8 per cent from the 26th day of June A. D. 1878 The Plaintiff further say that they are the legal owner and holder of said note that the same is due and unpaid. Whereupon the Plaintiff ask judgement against said defendant for the sum of One Hundred and Twenty Seven Dollars and Ninety One Cents with intrest at 8 per cent from the 10th day of October A. D. 1878 D. M. Ayers Attorney for Plaintiffs

The State of Ohio Union County S.S. } D. M. Ayers being duly sworn says that he believes the statement in the foregoing Petition to be true He further says that he is the attorney of the above named Plaintiff duly authorized in the premises that the above case is founded upon a written instrument for the unconditional payment of money only and is now in the possession of this affiant D. M. Ayers
Subscribed by D. M. Ayers in my presence and sworn to by him before me this 10th day of October A. D. 1878 M. M. Minger Clerk

Copy of Note

$125 Marysville Ohio March 26th 1878

Ninety days after date as principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville One Hundred & Twenty Fiv 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 judgement against us or either of us in favor of the holder or holders of this Note for the amount of said Note with eight per cent intrest 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 26th day of March A. D. 1878
James L. Winters seal L. H. Southard seal Isaac J. Sigler Seal

Answer

Farmers Bank of Union County Plaintiff
vs.
James L. Winters, L. H. Southard and Isaac J. Sigler Defendants

And now come James L. Winters L. H. Southard and Isaac J. Sigler the above named defendants by the undersigned their Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named Plaintiff the holder of the note described in plaintiffs petition and against the above named defendant for the

sum of One Hundred and twenty seven dollars and ninety one Cents the amount appearing due for principal and intrest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived. October 10th A.D. 1878 Jno M Broderick Atty for Defts.

Entry

Farmers Bank of Union County
Plaintiff vs.
Lewis L. Winters & Richard and Isaac J. Zigler Defts

This day came the Plaintiff by D. W. Ayers attorney and thereupon came Jno M. Broderick one of the attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs Petition the sum of $127 91 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $127 91 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with intrest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

~~Attest~~ W. M. Wright Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas Organ and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 9th day of October 1878 the following petition answer and entry was filed with the Clerk of said court which reads as the following words and figures to wit.

3098
Petition

The State of Ohio Union County ss. In Court of Common Pleas
The Bank of Richmond
Plaintiff vs.
W. H. H. Titus Defts.

The plaintiff say that they are an association of persons doing a general banking business under the firm name of the Bank of Richmond in the State of Ohio and not incorporated that the defendant W. H. Titus on or about the 25th day of June A. D. 1878 executed and delivered to said Plaintiff his promissory Note of that date together with a Warrant of Attorney which Promissory Note and Warrant of Attorney or copies thereof are hereto attached marked "Exhibit A." and made a part of this petition said plaintiff further say that said promissory note is due and unpaid that they are the legal owners and holders thereof and that there is due thereon from said defendant the sum of One Hundred and Forty Five Dollars with intrest at 8% from the 25th day of June A. D. 1878 Wherefore the Plaintiff ask Judgement against said Defendant for the sum of One Hundred and Fourty Five Dollars and with Intrest thereon at 8% from the 25th day of June A. D 1878 and for costs of suit

Cameron and Benton Plaintiffs attorney

Copy of Note

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Answer

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Entry

The Bank
Plaintiff
W. H. H.

The State of Ohio Union County ss } T. B. Benton being duly sworn says that he is one of the attorneys of said pleintiffs that this action is brought upon an instrument in writing for the unconditional payment of Money only that said instrument in writing is in his possession and that he verily believes the statements contained in the foregoing Petition are true in substance and in fact T. B. Benton

Sworn to by said T. B. Benton before me and by him subscribed in my presence this 9th day of October A. D. 1878 W. M. Ringer Clerk

Copy of Note

$145.00 Thirty days after date for value received we jointly and severally promise to pay The Bank of Richmond at their office One Hundred & Forty Five dollars with interest at the rate of 8 per cent per annum and all unpaid principal and interest after due until paid interest to be computed every year with 8 per cent attorney fee if collected 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 appear for us or either of us in any of said Courts at any time after the above note becomes due and confess judgement thereon against us or either of us in favor of the payee or endorser hereof for the sum due of said note with all interest and costs of suit said judgement to draw the rate of interest specified in note after rendition until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us and release all errors that may accrue in the rendition of said judgement and 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 this 25 day of June 1878

W. H. H. Titus. Seal

Answer

The State of Ohio Union County S.S. }

The Bank of Richmond Plaintiff vs.
W. H. H. Titus Defft.

By virtue of the warrant of attorney attached to the foregoing Petition I, John M. Broderick an attorney at law in the several Courts of Record in the State of Ohio hereby enter an appearance for the said Defendants at the suit of The Bank of Richmond Plaintiff against said W. H. H. Titus defendant and waive the issuing and service of process therein and confess a judgement in favor of the said Bank of Richmond against said W. H. H. Titus for the sum of One Hundred and Forty Eight Dollars and Twenty Five Cents damages being the Amount appearing due for principal and intrest on said promissory note and also for costs of suit and I do hereby release all errors and waive all right of appeal Jno. M. Broderick Defendants Attorney

Entries

The Bank of Richmond Plaintiff vs.
W. H. H. Titus Defft

This day came the plaintiff by T. B. Benton its Attorney and thereupon came John M. Broderick one of the attorneys of record of this Court who by virtue of a warrant of Attorney

duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendants to said plaintiffs as is alleged in said plaintiffs petition the sum of $ 148 25/100 It is therefore considered that said plaintiffs do recover of said Defendant the said sum of $ 148 25/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest W. M. Stinger

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 9th day of October 1878 the following petition answer and entry was filed with the Clerk of said Court which reads as the following words and figures to wit

3107 Petition

The State of Ohio Union County } S.S. } In the Court of Common Pleas

The Bank of Richwood Plaintiffs, v.s. J. M. Newhouse and M. B. Newhouse defendants

The plaintiffs say that they are an association of Persons doing a general Banking Business in the state of Ohio, and are not incorporated, under the firm name of the Bank of Richwood the above named plaintiffs say that there is due to them from J. M. Newhouse and M. B. Newhouse defendants on a promissory note made by the defendants J. M. Newhouse and M. B. Newhouse dated the 2d day of April A. D. 1878 which note with warrant of Attorney thereto annexed is hereto attached the sum of One hundred and Fifty two Dollars with interest at 8% thereon from the 2d day of April A. D. 1878 The plaintiffs further say that they are the legal owners and holders of said note that the same is due and unpaid Whereupon the plaintiffs ask judgement against said defendant for the sum of One Hundred and Fifty Two Dollars with interest at 8% from the 2d day of April A. D. 1878 Cameron and Benton Attorneys for Plaintiff

Owner

The State of Ohio Union County } S.S. } T. B. Benton one of the attorneys of the above named plaintiffs being duly sworn says that he believes the statement in the foregoing petition to be true He further says that this action is brought upon an instrument in writing for the unconditional payment of money only that the said instrument in writing is in his possession

T. B. Benton

Subscribed to by T. B. Benton in my presence and sworn to by him before me this 9th day of October A. D. 1878 W. M. Stinger Clerk.

Entry

Copy of note

$ 152 00/100 On the 2d day of July after date for value received we jointly & severally promise to pay The Bank of Richwood at their office One hundred and fifty two Dollars with interest at the rate of 8 per cent per annum and all unpaid principal and interest after due until paid interest to be computed every year with 5 per cent attorney fee if collected

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 appear for us or either of us in any of said Courts at any time after the above note becomes due and confess judgement thereon against us or either of us in favor of the payee or endorser hereof for the sum due on said note with all interest and costs of suit said judgement to draw the rate of interest specified in note after rendition until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us and release all errors that may occur in the rendition of said judgement and all right to sue out any writ of error and we said Attorney is hereby authorized to enter such release on said judgement. Witness our hands and seals this 2d day of April A.D. 1878

J. M. Newhouse Seal M. B. Newhouse Seal

The following endorsements were on said Note "Ten dollars pd Aug 6th 78 Twenty dollars pd Sept 5th 78 by M. B. Newhouse" by M. B. Newhouse

Answer

The Bank of Richmond
vs.
J. M. Newhouse and M. B. Newhouse

And now come J. M. Newhouse & M. B. Newhouse the above named defendants by the undersigned their attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in the plaintiffs petition and against the above named defendant for the sum of One Hundred and twenty eight Dollars the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 9th A.D. 1878 Jno. M. Broderick Atty for Defts.

Entry

The Bank of Richmond
vs.
J. M. Newhouse and M. B. Newhouse

This day come the plaintiff by Cameron and Benton Attorneys and thereupon come J. M. Broderick one of the attorneys of record of this court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly sworn waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said Plaintiff as is alleged in said plaintiffs Petition the sum of $128.00 It is therefore considered that said plaintiff do recover of said defendant the said sum of $128.00 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8% per centum per annum And by

virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived
~~Attest~~ W. M. Winget Clerk

Be it remembered that on this 29th day of April 1878 before the Hon Thomas Sloan presiding judge of a board of County Commissioners held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio

Afterwards to wit on the 9th day of October 1878 the following petition amended and entry was filed with the clerk of said court which reads as the following words and figures to wit

3102 Petition

The State of Ohio Union County ss. In the Court of Common Pleas
The Bank of Richmond Plaintiff vs. Washington Davis and John Crawford Defendants
The plaintiff says that they are a corporation duly organized and existing as a general banking business in the State of Ohio under the firm name of the Bank of Richmond and not incorporated that the Defendants Washington Davis and John Crawford on or about the 11th day of June A.D. 1878 executed and delivered to said Plaintiff their promissory Note of that date together with a warrant of Attorney which promissory and Warrant of Attorney or copies thereof are hereto attached marked Exhibit A. and made a part of this petition Said Plaintiff further say that said Promissory Note is due and unpaid that they are the legal owners and entitled thereof and that there is due from them thereon from said defendants the Sum of One Hundred and Seventy Four Dollars with interest at 8% from the 11th day of June A.D. 1878. Wherefore the plaintiff ask judgement against said Defendants for the sum of One Hundred and Seventy Four Dollars with interest thereon at 8% from the 11th day of June A.D 1878 and for costs of suit
Cameron and Denton Plaintiffs Attorneys

The State of Ohio Union County S.S. } D. D. Denton being duly sworn says 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 said instrument in writing is in his possession and that he verily believes the statements contained in the foregoing Petition are true in substance and in fact
D. D. Denton
Sworn to by said D. D. Denton before me and by him subscribed in my presence this 9th day of October A.D. 1878 W. M. Winget Clerk

Copy of Note

$174 39/100 On 30th of August after date for value received we jointly severally promise to pay The Bank of Richmond at their office One Hundred Seventy Four & 39/100 Dollars with interest at the rate of 8 per cent per annum and all unpaid principal and interest after due until paid interest to be computed every year with 6 per cent attorney fee if collected. 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 appear for us or either of us in any of said Courts at any time after the above note becomes due and confess judgement thereon against us or either of us in favor of the payee or Endorser hereof for the sum due on said note with all interest and costs of suit said Judgement to draw the rate of interest specified in note

Entry

After ... the day ... cution ... release ... and all ... by authority ... transfer

Crown

The State ... The Bank ... Plaintiff ... Washington ... and John Crawford ... of the Bank ... John Crawford ... therein ... award against ... of One Hundred ... damages ... Interest ... do Therefore ...

Entry

The State ... Plaintiff ... Washington ... John Crawford ... in open Court ... and Endorsed ... the same ... endant ... of $174 39 ... and defendant ... due by note ... Warrant of ... right to file ...

Now before ... Now by ... for the Court ... Were ... petitions ... which ...

after rendition until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us and release all errors that may accrue in the rendition of said judgement and all right to sue out any writ of error and we said Attorney is hereby authorized to enter such release on said judgement. Witness our hands and seals this 11th day of June 1878 Washington Davis Seal
John Crahood Seal

Cause The State of Ohio Union County ss. In Court of Common Pleas
The Bank of Richwood
Plaintiff vs.
Washington Davis
and John Crahood Defts

By virtue of the Warrant of Attorney Attached to the foregoing Petition I. J. M. Frederick one 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 the Bank of Richwood Plaintiff against said Washington Davis and John Crahood Defendants and waive the issuing and service of process therein and confess a judgement in favor of the said Bank of Richwood against said Washington Davis and John Crahood for the sum of One Hundred and Seventy Eight Dollars and Sixty Four cents damages being the Amount of principal and Interest on said Promissory Note and also for costs of suit and I do hereby release all errors and waive all right of appeal
Jno M. Frederick Defendants Attorney

Entry The Bank of Richwood
Plaintiff vs.
Washington Davis and
John Crahood Defts

This day came the Plaintiff by Cannon and Benton its Attorneys and thereupon came Jno M. Frederick one of the Attorneys of Record of this Court who by virtue of a warrant of attorney duly Executed and now produced in open Court and duly filed waived the issuing and service of process and entered appearance of said defendant therein and by virtue of the same warrant of attorney confesses that there is due from said defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $178 64/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $178 64/100 as aforesaid confessed to be due together with costs of suit herein to be taxed And by virtue of said Warrant of Attorney all errors are released and all right of Appeal and all right to file a petition in Error are waived

Attest D. M. Dwyer Clerk

Be it remembered that on the 29th day of April 1878 before his Honor Thomas Beer Presiding Judge of the Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Whereupon to wit on the 6th day of October 1878 the following petition answer and Entry was filed with the Clerk of said Court which reads as the following words and figures to wit

3103 Petition

The State of Ohio Union County } S.S. } In Court of Common Pleas

Eva Emerson Plaintiff

vs.

E.S. Schultzer
D.R. White and
William Barto Defendants

The plaintiff says that the defendants E.S. Schultzer D.R. White and William Barto on or about the 1st day of May A.D. 1878 executed and delivered to said plaintiff their promissory Note of that date together with a Warrant of Attorney which promissory Note and Warrant of Attorney a copy thereof are hereto attached marked Exhibit A. and made a part of this petition Said Petition further says that said promissory note is due and unpaid that she is the legal owner and holder thereof and that there is due her thereon from said defendant the sum of One Hundred and Sixty Dollars with interest at 8% from the first day of August A.D. 1878 Wherefore the plaintiff asks judgment against said defendants for the sum of One Hundred and Sixty Dollars and with interest thereon at 8% from the first day of August A.D. 1878 and for costs of suit. Emerson and Denton Pltff Attys.

The State of Ohio Union County S.S. } L.D. Denton 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 said instrument in Writing is in his possession and that he verily believes the statement contained in the foregoing Petition are true in substance and in fact

L.D. Denton

Sworn to by said L.D. Denton before me and by him subscribed in my presence this 9th day of October A.D. 1878 W. D. Mong Clerk

Copy of Note

$160.00 On 1st of August 1878 after date for value received we jointly and severally promise to pay Eva Emerson or order at the Bank of Richwood at their office One Hundred & Sixty Dollars with interest at the rate of 8 per cent per annum on all unpaid principal and interest after date until ~~xxxx~~ paid interest to be computed every year with 8 per cent attorney fee if collected 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 of pleas for us or either of us in any of said Courts at any time after the above note becomes due and confess judgment thereon against us or either of us in favor of the payee or Endorser hereof for the sum due on said note with all interest specified in note after condition until paid We do also hereby waive all right of appeal stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us 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 judgement. Witness our hands and seals this 1st day of May 1878 E.S. Schultzer seal D.R. White seal William Barto seal

Answer

The State of Ohio Union County } S.S. } In Court of Common Pleas

Eva Emerson Plaintiff

vs.

E.S. Schultzer D.R. White and William Barto

By virtue of the warrant of Attorney attached to the foregoing

Entry Eva Emerson

E. S. Schultzer
D.R. White
William Barto

and writ herein and this is a plaintiff Eva Emerson aforesaid and with And by all right

3096 Petition

The State
Elinor
D. R. W
R. D. Se

with the sum of 8 cents plaintiff that the ement a Thirty A. D. 187

petition I. John M. Broderick an Attorney at Law in the above cause of Record in the State of Ohio hereby enter an appearance for the said defendants at the suit of Eva Emerson plaintiff against said E. S. Schertzer W.H. H. White and William Bath defendants and waive the issuing and service of process therein and confess a judgment in favor of the said Eva Emerson against said E. S. Schertzer D. K. White and William Bath for the sum of One Hundred and Forty One Dollars and Ten Cents damages being the Amount of Bearing due for principal and interest on said promissory note and also for costs of suit and I do hereby release all errors and waive all right of appeal

Jno M. Broderick Defendants Attorney

Entry

Eva Emerson Plaintiff
v.s.
E. S. Schertzer
D. K. White and
Williams Bath
Defendants

This day came the plaintiff by Emerson and Denton Attorneys and thereupon came Jno M. Broderick one of the Attorneys of Record of this Court and by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of Process and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney confessed that there is due from said Defendants to said Plaintiff as is alleged in said plaintiffs petition the sum of $141 10/100 It is therefore considered that said plaintiff do recover of said Defendant the said sum of $141 10/100 so aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all Errors are released and all right of appeal and all right to file a petition in Error are waived

Attest W. M. Winget Clerk

Now before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 26th day of September 1878 the following petition answer and entry was filed in the Clerk of said Court which reads as the following words and figures to wit

X
3696
Petition

The State of Ohio Union County S.S. In the Court of Common Pleas
Elinor Loding
v.s.
Wm H. Davis and
R. D. Self

Elinor Loding the above named plaintiff says that there is due her from W. H. Davis and R. D. Self defendants on a promissory note made by the defendants W. H. Davis and R. D. Self dated the 23d day of January A.D. 1878 which note with the warrant of Attorney thereto annexed is hereto attached the sum of $ 330 50/100 Three Hundred & Thirty & ~~00~~ Dollars and 50 cents with interest thereon from the 25th day of Sept A.D 1878 The plaintiff further say that she is the legal owner and holder of said note that the same is due and unpaid. Whereupon the plaintiff asks judgement against said Defendants for the sum of Three Hundred and Thirty Dollars and 50 cents with interest from the 25th day of Sept A.D. 1878

P. R. Yeo Atty for Plaintiff

The State of Ohio Union County SS. } P. R. Kerr Atty for the above named Plaintiff being duly sworn says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiff placed the within instrument in his hands for collection P. R. Kerr
Subscribed by P. R. Kerr in my presence and sworn to by him before me this
25 day of Sept A.D. 1878 D. M. Winger Clerk

Copy of Note

$311.00 Sept 15th after date for value received we jointly and severally promise to pay Lemuel Myers or order Three Hundred and Eleven 00/100 Dollars with interest at the rate of 8 per cent per annum on all unpaid principal and interest until paid interest to be computed every year 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 enter the issuing and service of process and appear for us or either of us in any of said Courts at any time after the above note becomes due and confess judgement thereon against us or either of us in favor of the payee or endorser thereon for the sum due on said note with all interest and costs of suit said judgement to draw the rate of interest specified in note after its condition until paid We do also hereby waive all right of appeal the stay of execution the power and privilege to hold exempt from execution any personal or real property belonging to us or either of us and release all errors that may accrue in the rendition of said judgement and 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 Richmond this 23 day of January 1878 W. H. Davis seal R. D. Self seal
Said note had the following endorsements "Pay to Elinor Seding Lemuel Myers"

Caption

Elinor Seding
vs.
W. H. Davis
R. D. Self

And now comes W. H. Davis and R. D. Self the above named defendants by the undersigned his attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiff's petition and against the above named defendant for the sum of Three Hundred & Thirty Dollars and 50 cents the amount of pearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived Sept 26 A.D. 1878 L. Piper Attorney for Defendant

Entry

Elinor Seding
vs.
W. H. Davis and R. D. Self

This day came the plaintiff by P. R. Kerr her attorney and thereupon came L. Piper one of the Attorneys of record of this Court who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered a appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said Plaintiffs

petition the sum of $ 330 50/100 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $ 330 50/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are waived and all rights of appeal and all right to file a petition in error are waived

Attest D. M. Winget Clerk

Held before his Honor Truman Beer Presiding Judge of a court of Common Pleas Organized and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Held open to wit on the 13th day of Sept 1878 the following petition answer and entry was filed with the clerk of said court which reads as the following words and figures to wit.

30/2 Petition

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

William P. Reid Thomas E. Powell and John S Gill partners under the firm name of Reid Powell and Gill the above named plaintiffs say that there is due to them from Daniel Beardsley Defendant on a promissory note made by the Defendant dated the 29th day of January A. D. 1878 which note with the warrant of Attorney thereto annexed is here to attached the sum of Three Hundred and Fifty Dollars and cents with interest thereon from the 2nd day of August A. D. 1878 The plaintiffs further say that they are the legal owner and holder of said note that the same is due and unpaid. Whereupon the plaintiff ask judgement against said Defendant for the sum of Three Hundred and Fifty Dollars and cents with interest from the 2d day of August A. D. 1878

William P. Reid
Thomas E. Powell and
John S. Gill
partners
under the firm name
of Reid Powell & Gill
Plaintiffs v.s.
Daniel Beardsley Defts.

Reid Powell and Gill Atty's for Plffs.

The State of Ohio Union County ss. } Thomas E Powell one of the above named Plaintiffs being duly sworn says that he believes the statement in the foregoing Petition to be true Thomas E Powell.

Subscribed by Thomas E Powell in my presence and sworn to by him before me this 13th day of September A. D. 1878 D. M. Winget Clerk

Copy of Note

$ 350 00/100 Six Months after date for value Received promise to pay Reid Powell & Gill or Order at their office in Delaware Ohio Three Hundred & Fifty Dollars with interest per cent after Maturity And we hereby authorize 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 and service of process and confess a judgement for the said amount interest and costs in favor of the payee or endorser hereof and to release all errors which may occur in the condition of such judgement And we also release the right of appeal and stay of execution and the power and privilege to hold exempt from

execution any personal or real property belonging to me or either of us at and after the date of said judgement and our said Attorney is hereby authorized to enter such pleas in said judgement Witness our Hands and seals this 27th day of January A.D. 1875

Daniel Beardsley [Seal]

Answer — Reid Powell & Hill vs. Daniel Beardsley Defendant — And now come Daniel Beardsley the above named Defendant by the undersigned A. T. Carpenter Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named Plaintiff the holder of the note described in plaintiffs petition and against the above named Defendant for the sum of Three hundred and Fifty two Dollars and 27/100 for and the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against Defendant for costs of this action and all errors are hereby released and Defendant waives right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived September 15th A.D. 1875 A. T. Carpenter Atty for Defts

Entry — Reid Powell & Hill vs. Daniel Beardsley Defendant — This day came the Plaintiff in person and thereupon came A. T. Carpenter one of the attorneys of record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proved waived the issuing and service of process and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs Petition the sum of $352 27/100 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $352 27/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of six per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Albert H. McVeigh Clerk

Be it remembered that heretofore to wit on the 26th day of September 1878 the following petition answer and entry were filed with the Clerk of said Court which are in the following words and figures to wit

305. Petition — The State of Ohio Union County ss. — James Fullington Charles Phillis and William H. Woods doing business as Fullington Phillis & Woods Plaintiffs vs. P. Schlegel Defendant — In the Court of Common Pleas James Fullington Charles Phillis and W. H. Woods as Fullington Phillis and Woods the above named Plaintiffs say that there is due to Plaintiffs from P. Schlegel Defendant on a promissory note made by the defendant P. Schlegel

Copy of Note — dated the [illegible] Attorney [illegible] Dollars Plaintiff [illegible] note the [illegible] judgement [illegible] Dollars 1878

Entry — The State [illegible] ber of the [illegible] being du[illegible] petition [illegible] Subscri[illegible] this 26 d[illegible]

Answer — $1300 [illegible] [illegible] severally [illegible] Thirteen [illegible] with clerk [illegible] to appear [illegible] in any C[illegible] and serv[illegible] in favor [illegible] with eight [illegible] come due [illegible] all right [illegible] day of [illegible]

James Fu[illegible] and W. H. [illegible] as Fullin[illegible] Plaintiff [illegible] P. Schleg[illegible]

named P[illegible] and aga[illegible] Hundred [illegible] for prem[illegible] ement be [illegible] of this a[illegible] to appeal [illegible] execution [illegible] Septem[illegible]

Entry — Fullington [illegible] Plaintiff [illegible] P. Schl[illegible]

dated the 1st day of August A.D. 1877 which note with the amount of Attorney fees to amount is hereto attached the sum of Thirteen Hundred Dollars with interest thereon from the 2d day of August A.D. 1877 The Plaintiffs further say that they are the legal owners and holders of said note that the same is due and unpaid Whereupon the plaintiffs ask judgement against said Defendants for the sum of Thirteen Hundred Dollars with interest at eight Per cent from the 2d day of August A.D 1878

Robinson and Piper attorneys for Plaintiff

The State of Ohio Union County ss. William M. Woods says he is a member of the firm Fullington Phillips and Woods the above named plaintiff being duly sworn says that he believes the statement in the foregoing petition is true

W. M. Woods

Subscribed by W. M. Woods in my presence and sworn to by him before me this 26 day of September A.D. 1878

W. M. Bennett Clerk

Copy of Note

$1300.00 Marysville O. August 1st 1877

One day after date we principal debtors we jointly and severally promise to pay to the order of Fullington Phillis and Woods Thirteen Hundred 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 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 with eight percent 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 1st day of Aug 1877

P. Schlegel seal

Caption

Fullington Phillis and Woods doing business as Fullington Phillis and Woods Plaintiff v. s. P. Schlegel Defendant

And now comes P. Schlegel the above named Defendant by the undersigned Jno M. Broderick Attorney and waives the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs Petition and against the above named defendant for the sum of Fourteen Hundred Dollars and Sixty Cents the amount of pearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

September 26th A.D. 1878

Jno M. Broderick Atty. for Defs.

Entry

Fullington Phillis & Woods Plaintiff v. s. P. Schlegel Defendant

This day came the plaintiffs by Robinson and Piper Attorneys and thereupon came John M. Broderick one of the attorneys

of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said Defendant herein and by virtue of the same warrant of Attorney confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $1419 60/100. It is therefore considered that said plaintiff do recover of said defendant the said sum of $1419 60/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of Eight per centum per annum And by virtue of said warrant of Attorney all errors are waived and all right of appeal and all right to file a petition in error are waived

Attest W. M. Wenger Clerk

Pleas before the Hon. Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. And before it rose on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit.

3rd petition

The State of Ohio Union County } ss. In the Court of Common Pleas
Farmers Bank of Union County
Plaintiff v.s.
Amaziah Judy and M.A. Judy
Defendants

Plaintiff says that it is an association of persons formed for the purpose of doing a general banking business that it is doing business in the state of Ohio and not Incorporated and that there is due to it from Amaziah Judy and M.A. Judy defendants on promissory note made by the defendants dated the 1st day of April A.D. 1878 which note with the warrant of Attorney thereto annexed is here attached the sum of One Hundred and Twenty Eight Dollars with interest thereon at 8 per cent payable annually from the 30th day of June A.D. 1878 The plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid. Whereupon the plaintiff asks judgement against said defendants for the sum of One hundred and Twenty Eight Dollars with interest at 8 per cent payable annually from the 30th day of June A.D. 1878

Jno M. Bredrick Atty for plaintiff

The State of Ohio Union County ss. } John M. Bredrick being duly sworn says that he believes the statement in the foregoing petition to be true he further says that he is the duly authorized attorney for said plaintiff and that this action founded upon a written instrument for the payment of money which instrument is now in his possession

Jno M. Bredrick

Subscribed by John M. Bredrick in my presence and sworn to by him before me this 10th day of October A. D. 1878

W. M. Wenger Clerk

Copy of Note

$128 00/100

Marysville Ohio April 1st 1878

Ninety days after date as principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville One Hundred & Twenty Eight Dollars for value received

Order

And we hereby authorize any Attorney of Record in the same or any subsequent action thereon and waive process and appearance against us in favor of said Plaintiff for the amount of this note with interest thereon at the rate of eight per cent per annum from the date hereof and waive all errors in the proceedings in this action and all right to appeal from any judgement rendered thereon

Farmers Bank of Union County
Plaintiff
Amaziah Judy and M.A. Judy
Defendants

Judgement for Plaintiff

Entry

Farmers Bank of Union County
Plaintiff
Amaziah Judy and M.A. Judy
Defendants

Judgement for Plaintiff

Produced in open Court and by virtue of warrant of Attorney waived issuing and service of process and entered appearance of said defendants herein and by virtue of said warrant of Attorney confessed that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $1419 60/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of Eight per centum per annum from the 30th day of June A.D. 1878 and by virtue of said warrant of Attorney all errors are waived and all right of appeal and all right to file a petition in error are waived and this cause coming on to be heard upon the petition answer and entry and it appearing to the Court that there is due to said plaintiff from said defendants the sum of $1419 60/100 with interest thereon at the rate of eight per centum per annum from the 30th day of June A.D. 1878 and that all errors are waived it is therefore considered that said plaintiff do recover of said defendants the said sum of $1419 60/100 with interest thereon at the rate of eight per centum per annum from the 30th day of June A.D. 1878 and the costs of this action and that an execution issue for the collection of the same

And we hereby dispence 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 judgement against us or either of us in favor of the holder or holders of this note for the ammount of said note with eight per cent 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 1st day of April 1875 Amaziah Judy (Seal) M. M. Judy (Seal)

Answer Farmers Bank of Union County
Plaintiff v.s.
Amaziah Judy and M. M. Judy
Defendants

And now come Amaziah Judy and M. M. Judy the above named defendants by the undersigned their Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named Plaintiff the holder of the note described in plaintiffs petition and against the above named Defendants for the sum of One hundred and thirty Dollars and eighty five cents the ammount appearing due for principal and intrest on said note and also consent that judgement be entered in the same manner against Defendants for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived October 10th A.D. 1875 T. B. Benton Atty for Defts.

Entry Farmers Bank of Union County
Plaintiff v.s.
Amaziah Judy and M. M. Judy
Defendants

This day came the Plaintiff by its Attorney and the paper came T. B. Benton one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said defendants to said Plaintiff as is alleged in said plaintiffs petition the sum of $130 85/100 It is therefore considered that said plaintiff recover of said Defendants the said sum of $130 85/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with intrest to be computed at the rate of Eight per centum per annum payable annually And by virtue of said Warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest W. M. Monger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 10th day of Oct 1878 the following petition cumner and entry was filed with the Clerk of said Court which reads as the following words and figures to wit

3115 Petition

The State of Ohio Union County ss. In the Court of Common Pleas
Farmers Bank of Union County Plaintiff says that it is an association of persons
Plaintiff v.s. formed for the purpose of doing a general banking business that it is doing business in the
J.S. Dillon & James Herd State of Ohio and not incorporated and that there
Defendants } due to it from J.S. Dillon and James Herd Defendants on a promissory note made by the Defendants dated the 9th day of March A.D. 1875 which note with the amount of Attorney thereto annexed is herein attached the sum of One hundred and eighty six dollars and fifty one cent with interest thereon at 8 per cent payable annually from the 7th day of June A.D. 1878 the Plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid, Wherefore the Plaintiff asks judgement against said Defendants for the sum of One hundred and Eighty six Dollars and fifty one cents with interest at 8 per cent payable annually from the 7th day of June A.D. 1878

Jno M. Broderick Atty for Plff.

State of Ohio Union County ss. } John M. Broderick being sworn makes oath that he is the duly authorized attorney for said Plaintiff that this action founded upon a written instrument for the payment of money only which instrument is now in his possession and that he believes the statements in the foregoing petition to be true Jno M. Broderick

Subscribed by John M. Broderick in my presence and sworn to by him before me this 10th day of October A.D. 1878 W. M. Kinyon Clerk

Copy of Note

$186 00/100 Marysville Ohio March 9th 1878

Sixty days after date we principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their Office in Marysville One Hundred & Eighty six & 00/100 Dollars for value rec'd and we do 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 judgement against us or either of us in favor of the holder or holders of this Note for the amount of said Note with Eight per cent 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 9th day of March 1878 J.S. Dillon (Seal) James Herd (Seal)

Answer

Farmers Bank of Union County
Plaintiffs v.s.
J.S. Dillon & James Herd Defend.

And now come J.S. Dillon and James Herd the above named defendants by the undersigned their Attorney and waive the issuing and service of process in this case and consent

3116 Petition

The State of
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Plaintiffs
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that judgement be entered herein in favor of the above named Plaintiff the holder of the aforesaid in Plaintiffs petition and against the above named defendants for the sum of One hundred and thirty One Dollars and fifty cents the amount appearing due for principal and interest on said note and also ament that judgment be entered in the same manner against defendants for costs of this action and all errors are hereby waived and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 10th A.D. 1878

F.B. Denton Attorney for Deft.

Entry

Farmers Bank of Union County
Plaintiff v.s.
J.S. Dillon and James Herd
Defendants

This day came the Plaintiff by its Attorney and thereupon came F.B. Denton one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven warrd the issuing and service of process and entered appearance of said Defendants herein and by virtue of the same warrant of attorney confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $130 Wherefore it is therefore considered that said plaintiff do recover of said defendants the said sum of $130 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with intrest to be computed at the rate of eight per centum per annum payable annually and by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Robert H. Hill Weingart Clerk

Now before Hon Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the Clerk of said Court which reads as the following words and figures to wit

3116 Petition

The State of Ohio Union County ss } In the Court of Common Pleas
Farmers Bank of Union County
Plaintiff v.s.
F.M. Brown Henry Myers and
W.W. Hutchinson Defendant

Plaintiff says that it is an association of persons formed for the purpose of doing a general Banking business that it is doing business in the State of Ohio and not incorporated and that there is due to it from F.M. Brown Henry Myers and W.W. Hutchinson defendants on the promissory note made by the defendants dated the 17th day of May A.D. 1878 which note with the warrant of Attorney thereto annexed is here to attached the sum of One hundred and fifty Dollars with intrest thereon at 8 per cent payable annually from the 17th day of September A.D. 1878 The Plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid Whereupon the plaintiff asks judgement against said defendants for the sum of One hundred and fifty Dollars with intrest at 8 per cent payable annually from the 17th day of September

A. D. 1878 Jno M. Broderick Atty for plaintiff

The State of Ohio Union County ss. } John M. Broderick being duly sworn says that he believes the statement in the foregoing petition to be true. He further says that he is the duly authorized attorney for plaintiff that this action is founded upon a written instrument for the payment of money which instrument is now in his possession Jno. M. Broderick

Subscribed by John M. Broderick in my presence and sworn to by him before me this 10th day of October A. D. 1878 W. M. Wiggett Clerk

Copy of Note $ 150.00 Marysville Ohio May 17th 1878

Ten months after date we principal debtors are jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville One Hundred and fifty Dollars for value received and we hereby dispense with the demand of payment of this Note and authorize any Attorney of 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said Note with eight per cent 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 17th day of May 1878

F. M. Brown (Seal) Henry Myers (Seal) W. M. Hutchinson (Seal)

Answer Farmers Bank of Union County } And now come F. M. Brown Henry Myers and
Plaintiff vs. W. M. Hutchinson the above named defend-
F. M. Brown Henry Myers and ants by the undersigned their Attorney and
W. M. Hutchinson Defendants waive the issuing and service of process in
this case and consent that judgement
be asked in favor of the above named plaintiff the holder of the note described in plaintiff's petition and against the above named defendants for the sum of One Hundred and fifty Dollars and seventy seven cents the amount appearing due for principal and interest on said Note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby waived and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived October 10th A. D. 1878 D. Benton Attorney for Defendant.

Entry Farmers Bank of Union County } This day came the plaintiff by its attorney
Plaintiff vs. and thereupon came D. Benton one of the
F. M. Brown Henry Myers and attorneys of record of this court who by virtue
W. M. Hutchinson Defendants of a warrant of Attorney duly executed and
now produced in open court and duly proven
waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $ 150 77/100 It is therefore considered that said plaintiff do recover of said defendants the said sum of $ 150 77/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be

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Attest Ch. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Be it before to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit

3117 Petition

The State of Ohio Union County S.S. } In the Court of Common Pleas
Farmers Bank of Union County } Plaintiff says that it is an association of
Plaintiff vs. } persons formed for the purpose of doing
A. J. Richardson Defendant } a general banking business that it is doing business in the state of Ohio and not incorporated and that there is due to it from A. J. Richardson Defendant on a promissory note made by the defendant dated the 26th day of November A. D. 1877 which note with warrant of Attorney thereto annexed is hereto attached the sum of Ninety Eight Dollars and fourty four cents with interest thereon at 8 per cent payable annually from the 26th day of December A. D. 1877 The Plaintiff further says that it is the legal owner and holder of said Note that the same is due and unpaid Whereupon the Plaintiff asks judgement against said Defendants for the sum of Ninety Eight Dollars and Forty four cents with interest at 8 per cent payable annually from the 26th day of December A. D. 1877

Jno M. Broderick Atty for P.ff's.

The State of Ohio Union County S.S. } John M. Broderick being duly sworn says that he believes the statement in the foregoing petition to be true he further says that he is the duly authorized attorney for said plaintiff that this action is founded upon a written instrument for the payment of money which instrument is now in his possession Jno M Broderick

Subscribed by John M Broderick in my presence and sworn to by him before me this 10th day of October A. D. 1878 Ch. M. Winget Clerk

Copy of Note

$98 44/100 Marysville Ohio Nov 26th 1877

Thirty days after date we principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville Ninety Eight and 44/100 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 judgement against us or either of us in favor of the holder or holders of this Note for the amount of said Note with eight per cent 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 26th day of November 1877 A. J. Richardson (Seal)

Answer — Farmers Bank of Union County Plaintiff vs. A.J. Richardson Defendant

And now comes A. J. Richardson the above named defendants by the undersigned his Attorney and enters the issuing and service of process in this case and consents that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs petition and against the above named Defendant for the sum of One hundred and four Dollars and sixty five cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendants for costs of this action and all error are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived October 10th A.D. 1878 D.B. Benton Atty for Defs.

Entry — Farmers Bank of Union County Plaintiff vs. A.J. Richardson Defendant

This day came the plaintiff by its Attorney and thereupon came D.B. Benton one of the Attorneys of record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendant to said plaintiff as is alleged in said Plaintiffs petition the sum of $ 104 65/100 It is therefore considered that said plaintiff do recover of said defendant the said sum of $ 104 65/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum payable annually And by virtue of said warrant of Attorney all errors are released and all right of Appeal and all right to file a petition in error are waived

Attested H.M. Winget Clerk

Cost of Note — $ 1.56 22/100

Now before His Honor Roman Ross Presiding Judge of the Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Be it remembered that on the 10th day of October 1878 the following petition answer and entry was filed with the Clerk of said Court which reads as the following words and figures to wit

Answer — Farmers Bank of Union County Plaintiff vs. C.D.A. Hardit

judgement holder of note named and fifty dollars interest on the same all errors appraisal judgment October

3119 Petition — The State of Ohio Union County ss. Farmers Bank of Union County Plaintiff vs. C.D.A. Hardit and Winget Harriman Defendant

In the Court of Common Pleas

Plaintiff says that it is an association of persons formed for the purpose of doing a general banking business That it is doing business in the State of Ohio and not incorporated and that there is due to it from C.D.A. Hardit and Winget Harriman Defendants on a promissory note made by the Defendants dated the 2nd day of June A.D. 1878 which note with the warrant of Attorney thereto annexed is hereto attached the sum of One Hundred and Fifty six Dollars and Twenty Four cents with interest thereon at 8 per cent payable annually from the 2nd day of September A.D. 1878 the Plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid Whereupon the plaintiff asks judge

Entry — Farmers Bank Plaintiff C.D.A. Hardit duly executed the warrant

ment against said Defendants for the sum of One Hundred and Fifty six Dollars and Twenty four cents with intrest at 8 per cent payable annually from the 2nd day of September A.D. 1875 Jno M. Broderick Atty for Plff.

The State of Ohio Union County ss. } John M. Broderick being duly sworn says that he believes the statement in the foregoing Petition to be true. He further says that he is the duly authorized attorney for said plaintiff and that this action is founded upon a written instrument for the payment of money which instrument is now in his possession. Jno M. Broderick

Subscribed by John M Broderick in my presence and sworn to by him before me this 10th day of October A.D. 1875 W. Jn. Winget Clerk

Copy of Note

$156 24/100 Marysville Ohio June 4th 1875

Ninety Days after date we principal debtors or jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville One Hundred & Fifty Six & 24/100 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said note with eight percent intrest 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 4th day of June 1875 C. C. A. Merritt (Seal)
Henry H. Harriman (Seal)

Caption Farmers Bank of Union County
Plaintiff v.s.
C. C. A. Merritt and Henry H. Harriman
Defendants

And now come C. C. A. Merritt and Henry H. Harriman the above named Defendants by the undersigned their Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition and against the above named Defendants for the sum of One Hundred and Fifty Seven Dollars and Fifty six cents the amount appearing due for principal and intrest on said note and also consent that judgement be entered in the same manner against defendants for costs of this action and all Errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived
October 10th A.D. 1875 F. B. Denton Attorney for Defendant

Entry Farmers Bank of Union County
Plaintiff v.s.
C. C. A. Merritt and Henry H. Harriman

This day came the plaintiff by its Attorney and thereupon came F. B. Denton one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven said the issuing and service of Process and Entered appearance of said

defendants herein and by virtue of the same warrant of Attorney confess
ion that there is due from said defendants to said Plaintiffs as is alle-
ged in said plaintiffs petition the sum of $ 57 50/100 It is therefore con-
sidered that said plaintiff do recover of said Defendants the said sum
of $ 57 50/100 so as aforesaid confessed to be due together with costs of suit
herein to be taxed and with interest to be computed at the rate of eight per
cent per annum payable annually And by virtue of said warrant
of Attorney all errors are released and all right of appeal and all right to
file a petition in error are waived W. M. Winget Clerk

Now [illegible] his Honor Thomas Beer Presiding Judge of a Court of Common
Pleas began and held at the Court House in the Town of Marysville in and
for the County of Union and State of Ohio on the 29th day of April 1878
Wednesday the 10th day of October 1878 the following petition was
filed and entry was filed with the clerk of said Court which reads as the
following words and figures to wit

3 pp
petition

The State of Ohio Union County ss. In the Court of Common Pleas
Farmers Bank of Union County
Plaintiff vs.
W.A. Miller, A. Chamberlin
and D. Kenfield Defendants

Plaintiff says that it is an association
of persons formed for the purpose of doing
a general banking business that it is
doing business in the state of Ohio and
not incorporated and that there is due to
it from W.A. Miller, A. Chamberlin & D. Kenfield defendants on a promissory
note made by the defendants to said plaintiffs dated the 28th day of July
A.D. 1877 a true copy of which note with the warrant of attorney thereto annexed is hereto
attached the sum of Five hundred and Seventy five Dollars and sixty one
cents with interest thereon at 8 per cent payable annually from the 28th day of
January A.D. 1878 The plaintiff further says that it is the legal owner and
holder of said note that the same is due and unpaid. Whereupon the plain-
tiff asks judgement against said defendants for the sum of Five hundred
and seventy five Dollars and sixty one cents with interest at 8% payable
annually from the 28th day of January A.D. 1878 Jno. McBroderick Atty for Pltff.

State of Ohio Union County ss. John McBroderick being duly sworn says
that he believes the statement in the foregoing petition to be true he further says
that the action is founded upon a written instrument for the payment of
money only which written instrument is now in his possession and that he
is the duly authorized attorney for said plaintiff Jno. McBroderick
Subscribed by John McBroderick in my presence and sworn to by him before
me this 10th day of October A.D. 1878 W. M. Winget Clerk.

Copy of Note

$ 575 00/100

Marysville Ohio July 28th 1877

Six Months after date we principal debtors we jointly and severally
promise to pay to The Farmers Bank of Union County at their office in
Marysville Five Hundred and Fifty Eight & 00/100 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

Answer
Farmers Ba
Plaintiff
W.A. Miller.
D. Kenfield

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Entry
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waive the issuing and 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 with eight per cent 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 25th day of July 1877 H.H. Miller (Seal) W. Chamberlin (Seal) D. Kenfield (Seal)
The above note had the following endorsement "Received on the within note Eighty two + 67/100 Dec 4th 1877

Journal Entry

Farmers Bank of Union County Plaintiff vs. H.H. Miller, W. Chamberlin, and D. Kenfield Defendants

And now comes H.H. Miller, W. Chamberlin and D. Kenfield the above named defendants by the undersigned their Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiff's petition and against the above named defendants for the sum of Two hundred and Ninety one Dollars and four cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendants for costs of this action and all errors are hereby cleared and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 10th A.D. 1878 L.B. Benton Atty for Defts.

Entry

Farmers Bank of Union County Plaintiff vs. H.H. Miller, W. Chamberlin and D. Kenfield Defendants

This day came the plaintiff by its Attorney and thereupon came L.B. Benton one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said Defendants herein and by virtue of the warrant of Attorney confessed that there is due from said defendants to said plaintiffs as is alleged in said plaintiffs petition the sum of $291.67/100 It is therefore considered that said plaintiff do recover of said defendants the said sum of $291.67/100 as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of Eight per centum payable annually And by virtue of said warrant of Attorney all errors are cleared and all right of appeal and all right to file a petition in error are waived Attest H.H. Munger Clerk

Pleas before the Hon. Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the Clerk of said Court which reads as the following words and figures to wit

3122 Petition

The State of Ohio Union County } ss. } In the Court of Common Pleas
Farmers Bank of Union County } The plaintiff says they are a comp-
Plaintiff } vs. } any of persons doing business within the
John H. Stewart Defendant } State of Ohio under the firm name of
Farmers Bank of Union County and not
incorporated as such the above named plaintiff say that there is due to
them from John H. Stewart defendant on a promissory note made by the
defendant to said plaintiff dated the 22d day of February A.D. 1878
which note with the consent of Attorney thereto annexed is hereto at-
tached the sum of Seven Hundred and Ninety Two Dollars and Fifty
Four cents with interest thereon at 8 per cent from the 22 day of May
A.D. 1878 The plaintiff further say that they are the legal owners and
holder of said note that the same is due and unpaid. Whereupon the
plaintiff asks judgement against said defendant for the sum of
Seven Hundred and Forty Three Dollars and Forty Four cents with
interest at 8 per cent from the 22d day of May A.D. 1878

C. H. Ayers Attorney for Plaintiff

The State of Ohio Union County S.S. } C. H. Ayers being duly sworn says
that he believes the statement in the foregoing petition to be true He fur-
ther says that he is the attorney of the above named plaintiff duly authorized
in the premises that the action is founded upon a written instrument
for the unconditional payment of money only and the same is now in
the possession of this affiant C. H. Ayers

Subscribed by C. H. Ayers in my presence and sworn to by him
before me this 11th day of October A.D. 1878 Th. D. Wright Clerk

Copy of Note

$792 Too Marysville Ohio February 22d 1878

Ninety days after date as principal debtors we jointly and se-
verally promise to pay to the Farmers Bank of Union County at their office in Mar-
ysville Seven Hundred Ninety Two Too Dollars for value received and we
hereby dispense with the demand of payment of this note and authorize an
Attorney at Law to appear for us or any 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 judgement against
us or either of us in favor of the holder or holders of this note for the amo-
unt of said note with eight percent 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 22d day of February 1878 John H. Stewart (seal)
Said note was endorsed as follows to wit "Received on the within note One Hund-
red and Fifty $150 Dollars Oct 9th 1878

Farmers Bank of Union County
Plaintiff vs.
John H. Stewart Defendant

And now come John H. Stewart the above
named defendant by the undersigned
his Attorney and waive the issuing and
service of process in this case and con-
sent that judgement be entered herein in favor of the above named plain-
tiff the holder of the note described in plaintiffs petition and against
the above named defendant for the sum of Seven Hundred and Forty

Five Dollars and Thirty Four Cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 10th A.D. 1878 A. F. Carpenter Atty for Deft.

Entry

Farmers Bank of Union County
Plaintiff v.s.
John H. Stewart Defendant

This day came the plaintiff by D. M. Ayers Attorney and thereupon came A. F. Carpenter one of the attorneys of record of this Court who by virtue of a warrant of attorney duly executed and now produced in open court and duly proven upon the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $743 34/100 It is therefore considered that said plaintiff do recover of said defendant the said sum of $743 34/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum and by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived Attest Dr. M. Wenger Clerk

Pleas before his Honor Thomas Ross Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the Clerk of said Court which reads as the following words and fgures to wit

3122 Petition

The State of Ohio Union County s.s. } In the Court of Common Pleas
Farmers Bank of Union County
Plaintiffs v.s. William Barth Joseph Pimple and D. R. White Defts

The plaintiffs say that they are a company of persons formed for the purpose of doing within the State of Ohio under the firm name of Farmers Bank of Union County and are not incorporated as such the above named plaintiffs say that there is due to them from William Barth Joseph Pimple and D. R. White defendants on a promissory note made by the defendants to the said plaintiffs dated the 12th day of March A.D. 1878 which note with the warrant of Attorney thereto annexed is here to attached the sum of Five Hundred Dollars with interest thereon at 8 per cent from the 12th day of June A.D. 1878
The Plaintiff further say that they are the legal owner and holder of said note that the same is due and unpaid Whereupon the plaintiff ask judgment against said defendants for the sum of Five Hundred and Six Dollars and Sixty Six cents with interest at 8 per cent from the 10th day of October A.D. 1878 D. M. Ayers Atty for Plff.

The State of Ohio Union County s.s. } D. M. Ayers being duly sworn says that he believes the statement in the foregoing petition to.

Volume We further says that he is the Attorney of the above named plaintiff duly authorized in the premises that the action is founded upon a written instrument for the unconditional payment of money only and is now in the possession of this affiant D. M. Ayers.
Subscribed by D. M. Ayers in my presence and sworn to by him before me this tenth day of October A.D. 1878 W. M. Wenger Clerk

Copy of Note

$ 200 00 Marysville Ohio March 12th 1878

Sixty days after date we principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville Two Hundred 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 with eight percent 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 12th day of March 1878
William Faith (seal) Joseph Temple (seal) A. R. White (seal)

Caption

Farmers Bank of Union County
vs.
William Faith Joseph Temple and A.R. White

And now come William Faith Joseph Temple and A.R. White the above named defendants by the undersigned their Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the holder of the note described in plaintiffs petition and against the above named defendants for the sum of Two Hundred and six Dollars and Sixty Six cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby waived and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived

Order

October 16th 1878 A.D.

Farmers Bank of Union County
vs.
William Faith Joseph Temple and A.R. White defendants

This day came the Plaintiff by D.M. Ayers Attorney and thereupon came A. T. Carpenter one of the Attorneys of record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confess that there is due from said defendants to said plaintiff as is alleged in said Plaintiffs petition the sum of $ 206 66/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $ 206 66/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are allowed and all rights of appeal and all right to file a petition in error are waived

A. T. Carpenter Atty for Dft.

Attest W.M. Wenger Clerk

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Answer

Farmers Bank
Plaintiff v.
Jessy Taylor
Harriman

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Commen Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads up the following words and figures to wit

3112 Petition

The State of Ohio Union County ss. } In the Court of Commen Pleas
The Farmers Bank of Union County Plaintiffs v.s. Jessy Taylor and Minget Harraman Defts } The plaintiffs say that they are a company of persons formed for the purpose of doing business under the firm name of Farmers Bank of Union County and are not incorporated as such. the abov named Plaintiff says that there is due to them from Jessy Taylor and Minget Harraman defendants on a promissory note made by the defendants to the Farmers Bank of Union County dated the 9th day of January A.D. 1878 which note with the warrant of Attorney thereto annexed is herein attached the sum of Two Hundred and Fifty ($ 250 00/100) Dollars and with interest thereon at 8 per cent from the 9th day of April A.D. 1878 The Plaintiff further say that they are the legal owners and holder of said note that the same is due and unpaid Wherefore the plaintiffs ask judgement against said defendants for the sum of Two Hundred and Sixty One Dollars and Sixty Two cents with interest at 8 per cent from the 10th day of October A.D. 1878 D.M. Boyer Atty for Plaintiff
The State of Ohio Union County S.S. } D.M. Boyer being duly sworn says that he believes the statement in the foregoing petition to be true. He further says that he is the Attorney of the abov named plaintiff duly authorized in the premises that the abov action is founded upon a written instrument for the unconditional payment of money only and the same is now in the possession of this affiant
Subscribed by D.M. Boyer in my presence and sworn to by him before me this 9th day of October A.D. 1878 W.M. Minget Clerk

Copy of Note

$250 00/100 Marysville Ohio Jan 9th 1878
Sixty days after date as principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville Two Hundred and Fifty 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 judgement against us or either of us in favor of the holder or holders of this Note for the amount of said Note with eight percent 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 9th day of January 1878 Jessy Taylor (Seal) Minget Harraman (Seal)

Answer

Farmers Bank of Union County Plaintiff v.s. Jessy Taylor and Minget Harraman Defendants } And now come Jessy Taylor and Minget Harraman the abov named defendants by the undersigned D.B. Benton Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the abov

named plaintiff the holder of the note described in plaintiffs petition and against the above named defendant for the sum of Two Hundred and Sixty One Dollars and Sixty Six cents the ammount appearing due for principal and intrest in said note and also consent that judgement be entered in the same manner against Defendants for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived October 9th A.D.1878 L.B. Denton Atty for Defts

Entry Farmers Bank of Union County
vs.
Jessy Taylor Abiget Harraman

This day came the Plaintiff by D.W. Ayers Attorney and thereupon came L.B. Benton one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said Plaintiffs petition the sum of $261 6/100 It is therefore considered that said plaintiff do recover of said Defendants the said sum of $261 6/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with intrest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all error are released and all right of appeal and all right to file a petition in error are waived Attest W.M. Moniger Clerk

Pleas before his Honor Thomas Barr Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1875 Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the Clerk of said Court which reads as the following words and figures to wit

3113 Petition

The State of Ohio Union County ss. } In the Court of Common Pleas
Farmers Bank of Union County
Plaintiff vs.
Thomas Baldwin and
Abiget Harraman defts

The plaintiffs say they are a firm doing business within the State of Ohio under the firm name of Farmers Bank of Union County and are not incorporated as such the above named Plaintiff say that there is due to them from Thomas Baldwin and Abiget Harraman defendants on a promisory note made by the defendants to the Farmers Bank of Union County dated the 22nd day of April A.D. 1878. which note with the warrant of attorney thereto annexed is here to attached the sum of One Hundred and one Dollars and Sixty Six cents with intrest thereon at 8 per cent from the 22nd day of July A.D. 1878 The Plaintiff further say that they are the legal owners and holders of said Note that the same is due and unpaid Whereupon the plaintiff ask Judgement against said defendant for the sum of One Hundred and one Dollars and sixty six cents with intrest at 8 per cent from the 10th day of October A.D. 1878

D.W. Ayers Atty for Plaintiff

The State of Ohio Union County ss. } D.W. Ayers being duly sworn says that he believes the statement in the foregoing petition to be true He further says that he is the attorney of the above named plaintiff duly authorized in the premises that the above action is founded upon a written instrument for

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D. M. Ayers
Subscribed by D. M. Ayers in my presence and sworn to by him before me
this 10th day of October A.D. 1878 W. H. Winget Clerk

Copy of Note

$ 100.00 Marysville Ohio April 24th 1878

Ninety days after date as principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville One Hundred 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said note with eight per cent 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 24th day of April 1878 Thomas Baldwin (Seal) Winget Harriman (Seal)

Answer

Farmers Bank of Union County
Plaintiff
vs.
Thomas Baldwin and Winget Harriman
Defendants

And now comes Thomas Baldwin and Winget Harriman the above named defendants by the undersigned their attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named Plaintiffs the holder of the note described in plaintiffs petition and against the above named defendants for the sum of One Hundred and one Dollars and Sixty Six cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived
W. C. Lawrence Atty for Defts

Entry

Farmers Bank of Union County
Plaintiff
vs.
Thomas Baldwin and Winget Harriman
Defts

This day came the Plaintiff by D. M. Ayers Attorney and thereupon came W. C. Lawrence one of the attorneys of record of this Court who by virtue of a warrant of attorney duley executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $ 101 6/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $ 101 6/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released

and all right of appeal and all right to file a petition in error are waived
Attest W. M. Weniger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas Began and Held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 10th day of Oct 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit

3925 Petition

Plain City Bank vs. William Weaver, George Weaver, John Weaver

The plaintiff says that it is a co partnership formed for the purpose of doing Business within the state of Ohio and not incorporated The above named defendant further says that there is due to it from William Weaver John Weaver & George Weaver defendants on a promissory note made by the defendants William Weaver George Weaver and John Weaver dated the 17th day of July A. D. 1877 which note with the warrant of Attorney thereto annexed is hereto attached the sum of One hundred and seventy five dollars with interest thereon at 8% from the 17th day of October A. D. 1877 The plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid. Whereupon the plaintiff asks judgement against said defendants for the sum of One Hundred and Seventy Five Dollars with interest at 8% from the 17th day of October A. D. 1877

A. T. Carpenter Attorney for Plaintiff

The State of Ohio Union County S. S. } A. T. Carpenter being sworn says that he is the attorney of the above named plaintiff duly authorized in the premises that this the plaintiffs action is founded upon a written instrument for the payment of money only which is now in possession of affiant affiant further says that the facts stated and allegations contained in the foregoing petition are true as he verily believes A. T. Carpenter
Subscribed by A. T. Carpenter in my presence and sworn to by him before me this 10th day of October A. D. 1878 W. M. Weniger Clerk

Copy of Note

$175 00/100

Plain City O. July 17 1877

Ninety days after date as principal debtors we jointly and severally promise to pay to Plain City Bank or order at their office in Plain City O. One Hundred and seventy five 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said note with 8 per cent 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 17th day of July 1877

William Weaver Seal George Weaver Seal John Weaver Seal

Answer

Plain City Bank vs. William Weaver, George Weaver, John Weaver

And now come William Weaver George Weaver & John Weaver the above named defendants by the undersigned J. M. Brodrick

3106 Petition

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Entry

Plain City
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Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition and against the above named defendants for the sum of One Hundred & Eighty nine Dollars the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived Oct 10th A.D. 1878 Jno M. Woodrick Atty for Defts.

Entry

Plain City Bank
vs.
William Weaver
George Weaver
John Weaver

This day came the plaintiff by A. D. Carpenter Attorney and thereupon came Jno M Woodrick one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duley executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confess that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $ 189 00/100 It is therefore considered that said plaintiff do recover of said defendant the said sum of $ 189 00/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of Eight per centum per annum And by virtue of said warrant of Attorney all error are released and all right of Appeal and all right to file a petition in error are waived Attest W. M. Wenger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which reads as the following words and figures to wit

3106
Petition

The State of Ohio
The Peoples Bank
vs.
J. M. Chapman
O. R. White
Jonathan Cheney

Union County ss. In the Court of Common Pleas

The plaintiff says that it is a copartnership formed for the purpose of carrying on business within the State of Ohio and not incorporated Plaintiff says that there is due to it from J. M. Chapman O. R. White and Jonathan Cheney defendants on a promissory note made by the defendants J. M. Chapman O. R. White and Jonathan Cheney dated the 22d day of May A. D. 1878 which note with the warrant of Attorney thereto annexed is hereto attached the sum of One Hundred and Thirty Three Dollars and Forty Five Cents with interest thereon at 8% from the 22d day of July A. D. 1878 The Plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid Whereupon the plaintiff asks judgement against said Defendants for the sum of One Hundred and Thirty Three

dollars and Forty Five cents with interest at 8% from the 22 day of July A.D. 1878 A. T. Carpenter Atty for Pltff

The State of Ohio Union County ss. A. T. Carpenter duly Sworn says that he is the attorney of the above named plaintiffs duly authorized in the premises that this the plaintiffs action is founded upon a written instrument for the payment of money only which is now in the possession of affiant affiant further says that the facts stated and allegations contained in the foregoing petition are true as he verily believes

A. T. Carpenter.

Subscribed by A. T. Carpenter in my presence and sworn to by him before me this 9th day of October A.D. 1878 H. M. Winget Clerk.

Copy of Note

$135 00/100 Marysville Ohio May 22d. 1878

Sixty Days after date we principal debtors are jointly and severally promise to pay to The Peoples Bank or order at their office in Marysville Ohio One Hundred and Thirty Five 00/100 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said note with eight per cent 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 25th day of May 1878 J. M. Chapman (Seal) D. R. White (Seal) Jonathan Cheney (Seal)

Answer

The Peoples Bank vs. J. M. Chapman D. R. White Jonathan Cheney

And now come J. M. Chapman D. R. White and Jonathan Cheney the above named defendants by the undersigned A. H. Kollefrath Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition and against the above named defendant for the sum of One Hundred and Thirty Five Dollars and Eighty one cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendant for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October the 9th A.D. 1878 A. H. Kollefrath Atty for Defts

Entry

The Peoples Bank vs. J. M. Chapman D. R. White Jonathan Cheney

This day came the Plaintiff by A. T. Carpenter Attorney and thereupon came A. H. Kollefrath one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confess that there is due from said defen-

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3107 Petition

The State of
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dants to said plaintiff as is alleged in said plaintiffs petition the sum of $135 61/100 It is therefore considered that said Plaintiff do recover of said defendants the said sum of $135 61/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all rights to file a petition in error are waived Attest W. H. Winget Clerk

Pleas before His Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 10th day of October 1878 the following petition answer and entry was filed with the clerk of said Court which words as the following words and figures to wit

3107 Petition

The State of Ohio Union County ss. In the Court of Common Pleas
The Peoples Bank
vs.
Christopher Oliphant
Paschel Spain
John W. Barnes

The plaintiff says that it is a copartnership formed for the purpose of doing business within the State of Ohio and not incorporated as such. The above named plaintiff says that there is due to it from Christopher Oliphant Paschel Spain and John W Barnes defendants on a promissory note made by the defendants C. Oliphant Paschel Spain and John W. Barnes dated the 18th day of May A. D. 1878 which note with the warrant of attorney thereto annexed is hereto attached the sum of One Hundred and Fifty Three Dollars and Sixty Five cents with interest thereon at 8% from the 18th day of August A. D. 1878 The plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid Wherupon the Plaintiff asks judgement against said defendants for the sum of One Hundred and Fifty Three Dollars and Sixty Five cents with interest thereon at 8% from the 18th day of August A. D. 1878

A. T. Carpenter Attorney for plaintiff

The State of Ohio Union County ss. A. T. Carpenter being sworn says that he is the attorney of the above named plaintiff duly authorized in the premises that this the plaintiffs action is founded upon a written instrument for the payment of money only which is now in possession of affiant affiant further says that the facts stated and allegations contained in the foregoing petition of plaintiff are true as affiant verily believe

A. T. Carpenter

Subscribed by A. T. Carpenter in my presence and sworn to by him before me this 9th day of October A. D. 1878 W. H. Winget Clerk

Copy of Note

$ 153 65/100 Marysville Ohio May 18th 1878

Ninety days after date as principal debtors we jointly and severally promise to pay to The Peoples Bank or order at their office in Marysville Ohio One Hundred Fifty Three 65/100 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 judgement against me or either of us in favor of the holder or holders of this note for the amount of said note with eight per cent interest payable annually after the same shall become due together with costs of suit and release all errors and waive all rights of appeal in this behalf. Witness our hands and seals this 18th day of May 1878

Christopher Oliphant (Seal) Rachel Spain (Seal) John M. Barnes (Seal)

Cause. The Peoples Bank vs. Christopher Oliphant Rachel Spain John M. Barnes

And now come Christopher Oliphant Rachel Spain & John M. Barnes the above named defendants by the undersigned A. H. Kollepath Attorney and waive the issuing and service of Process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition and against the above named defendants for the sum of One Hundred & Fifty Six Dollars and Forty one cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against defendants for costs of this action and all errors are hereby released and defendants rights to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 9th A.D. 1878 A. H. Kollepath Attorney for defts

Entry The Peoples Bank vs. Christopher Oliphant Rachel Spain John M. Barnes

This day come the Plaintiff by A. T. Carpenter Attorney and thereupon came A. H. Kollepath one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $ 156 44/100 It is therefore considered that said Plaintiff do recover of said defendant the said sum of $ 156 44/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived Attest W. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Hereafter to wit on the 31st day of August 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

X
3073
Petition Bank of North Lewisburgh vs. Manoah Bliss

Court of Common Pleas Union County Ohio

The plaintiff say that his action is brought upon a promissory note of which the following is a copy with the endorsement:

Copy of Note $ 205 90/100 [illegible] to the order of [illegible] Dollars [illegible] Indorsed [illegible] Bank [illegible] On the [illegible] defendants [illegible] note the [illegible] interest [illegible]

State of [illegible] the above [illegible] and that [illegible] of money [illegible] in his favor [illegible] Sworn [illegible] To the [illegible]

according [illegible] June 18[illegible]

Precipe Bank of [illegible] Manoah [illegible]

Summons To Sheriff [illegible] Common [illegible] North Lewisburgh [illegible] answer by [illegible] Lewisburgh [illegible] will be [illegible] due thereon [illegible] Witness [illegible]

Afterwards [illegible] follows [illegible]

Return Received [illegible] and [illegible] endorsement [illegible] of Manoah [illegible] the journal [illegible]

Entry Bank of [illegible] Manoah [illegible] Bank of [illegible] ded in [illegible] as the [illegible]

Copy of Note

$205 94/100 October 6th A.D. 1877 Nine months after date we promise to pay to the order of John Elliott the sum of Two Hundred and five and 94/100 Dollars value received
Hannah Blue
Indorsed John Elliott Pay E.S. Callender Cash or order Union County Bank Richwood O. A.J. Blake, Cashier E.S. Callender Cash.

On the day said note became due the same was presented to said defendant who failed and still fails to pay the same or any part thereof There is therefore due said Plaintiff from said defendant on said note the sum of ($205 94/100) Two Hundred and five and 94/100 Dollars with interest thereon from the 6th day of July 1878 for which he asks judgement
S.S. Gardiner Pltff Attorney

State of Ohio Union County S.S. } S.S. Gardiner being duly sworn says he is the attorney of the within named plaintiff who is a non resident of said County and that said action is brought upon an instrument for the unconditional payment of money only and that the same is in his possession and that he believes the facts in his petition above stated are true S.S. Gardiner

Sworn to and subscribed in my presence this 31st day of August 1878
To the Clerk W.K. Stuart Notary Public Seal

Issue a summons upon the petition in the above case returnable according to law amount claimed $205 94/100 with interest from the 6th day of July 1878
S.S. Gardiner Plaintiff Attorney

Precipe

Bank of North Lewisburgh }
v.s. } Court of Common Pleas Union County.
Hannah Blue } The Clerk will issue an execution in the above case to the Sheriff of said County forthwith
S.S. Gardiner Plaintiffs Attorney

Summons

The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting We command you to notify Hannah Blue that he has been sued by The Bank of North Lewisburgh in the Court of Common Pleas of Union County and that unless he answer by the 28th day of September A.D. 1878 the petition of said Bank of North Lewisburgh 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 9th day of September A.D. 1878

Witness my hand and the Seal of said Court this 31st day of August A.D. 1878
Seal W.K. Stuart Clerk.

Afterwards to wit on the 4th day of September 1878 the following writ and filed endorsed as follows to wit

Return

Received this writ August 31st A.D. 1878 at 4 Oclock P.M. and pursuant to the command served the same Sept 2d 1878 by delivering a certified copy thereof with the endorsement thereon to the within named Hannah Blue Sept 2d J.J. Miller Sheriff

Afterwards to wit on the 1st day of October 1878 the following entry was made on the journal of said Court which reads as follows

Entry

Bank of North Lewisburgh }
v.s. } Now comes the said plaintiff by their Attorney and the said defendant having failed to demur or answer to the ~~plaintiffs~~ petition of the said plaintiff it is considered by the court that the said plaintiff the Bank of North Lewisburgh ought to recover the said sum of $205 94/100 as demanded in his petition together with the sum of $2.96/100 which the Court finds due as the interest thereon this 1st day of October 1878 as prayed for in said petition
Hannah Blue

It is therefore considered by the court that the said Bank of North Lewisburgh recover of the said defendants Monoah Blue the said sum of $208 90/100 Two Hundred and Eight Dollars and ninety cents (being the amount of debt and interest) together with interest at 6% from this 1st of October 1878 with the costs in this suit expended taxed to dollars and cents

Attest W. M. Winget Clerk.

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and Held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Whereupon to wit on the 2nd day of August 1878 the following petition was filed with the clerk of said court which reads as the following words and figures to wit

Petition — The Farmers Bank of Union County Plaintiff. vs. John M. Southard John Penhorwood and L. H. Southard Defts

To the Court of Common Pleas Union County Ohio.

1st The plaintiffs say they are a company of persons doing business under the firm name of the Farmers Bank of Union County within the State of Ohio and are not incorporated as such This their action is founded upon a promissory note of which the following is a copy.

Copy of Note — Summerville Ohio Feby 23 1877

One day after the first day of July 1878 I promise to pay to L. H. Southard or order the sum of Six Hundred dollars for value received. John M. Southard.

John Penhorwood Indorsement L. H. Southard

2d The Defendants John M. Southard and John Penhorwood are liable on said note as makers and the defendant L. H. Southard as indorser On the 26th day of April 1877 the said L. H. Southard indorsed and delivered said note to the said Farmers Bank of Union County for a valuable consideration before the same became due They are now the legal holders and owners of said note 4th On the day the said note became due no part of it was paid although then presented to the said John M. Southard and John Penhorwood for payment and protested all of which the said L. H. Southard had then due notice 5th There is due from the defendants to the plaintiff on said note the sum of Six Hundred Dollars which they claim with interest from the 23d day of February A.D. 1877 and for which they ask judgement

D. M. Ayers Attorney for Plaintiff

Petition — 2473 — X

State of Ohio Union County ss. D. M. Ayers being sworn says that he is the Attorney of the above named Farmers Bank of Union County duly authorized in the premises that the above pleading of the Farmers Bank of Union County 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 pleading of the Farmers Bank of Union County are as affiant believes true D. M. Ayers

Sworn to before me and signed by D. M. Ayers in my presence this 2nd day of August 1878

W. M. Winget Clerk

Farmers Bank of Union County Plff. vs. John M. Southard John Penhorwood & L. H. Southard Defts.

Union Common Pleas } Clerk issue summons upon the petition in the above cause returnable according to law

Amount Claimed $600 with interest from February 23d 1878

D. M. Ayers Attorney for Plaintiff

Summons — Afterwards to wit on this 2nd day of August 1878 the following summons was issued which reads as the following to wit The State of Ohio Union County ss. } To the Sheriff of the County of

Return — Plea

Order — Farmers Union Co. v. John M. So... John Pen... L. H. Sou...

Plea beg... Pleas beg... the Comm... petition ... words an... The People... Union Coun... J. L. Wilson ... A. Front ...

Copy of Note — $115 50/100 ... Payable ... There are ... from the ... of $115 ... Plaintiff ... of $115 ... 1878

Union County We command you to notify John W. Southard and John Penlowood and L. H. Southard that have been sued by The Farmers Bank of Union County in the Court of Common Pleas of Union County and that unless they answer by the 21st day of September A.D. 1878 the petition of said Farmers Bank 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 2d day of September A.D. 1878. Witness my hand and the seal of said Court this 24th day of August A.D. 1878 D. Millinger Clerk Exd.

Afterward to wit on the 30th day of Aug 1878 The following writ returned and filed endorsed as follows to wit. The State of Ohio Union County ss

Return

Received this writ August 24th A.D. 1878 at 3 o'clock P. M. And pursuant to its command I have the same August 27th 1878 by delivering to the within named John Penlowood and L. H. Southard each a certified copy of this writ with the Endorsements thereon The within John H. Southard not found in my County Fees $3/00 J. J. Miller Sheriff.

Afterward to wit on the 23d day of Sept A.D. 1878 The following entry was made in the Journal of said Court which reads as follows to wit

Entry

Farmers Bank of Union County vs. John H. Southard John Penlowood L. H. Southard

This cause the plaintiff herein and the defendants being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true It is therefore considered by Court that the said Plaintiff recover from the defendants John H. Southard and John Penlowood as principals and L. H. Southard as indorser the sum of $157 00/100 and their costs herein expended taxed to

Attest D. H. Wenger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 25th day of July A.D. 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to wit

2473 Petition

The Peoples Bank of Union County Ohio vs. J. L. Allen and A. Front defendants

In the Court of Common Pleas of Union County Ohio The plaintiffs say that it is an association of persons formed for the purposes of doing a general Banking business and doing business in the State of Ohio. That they are the legal owners and holders of a note of which the following is a copy

Copy of Note

$115 50/100 December 11th 1877

Six Months after date I promise to pay to the order of Baker & McElroy at bearer one hundred and fifteen 50/100 Dollars Value Received Payable at Signed J. L. Allen. A. Front.

There are now credits or endorsements on said note and there is now due from the said defendants to the said plaintiff on the said note the sum of $115 50/100 with interest thereon from the 11th day of June 1878 Wherefore Plaintiff prayer judgement against said defendants for said sum of $115 50/100 with interest thereon at six per cent from the 11th day of June 1878

Cameron and Benton Attys for Plaintiffs

F. B. Benton being duly sworn according to law on his oath says he is one of the attorneys of Record in this action for the plaintiff duly authorized in the premises That this action is founded upon a written instrument for the payment of money only and that the same is in his possession as the attorneys of Plaintiffs and that the statement and allegations made in the foregoing petition are true as he verily believes F.B. Benton

Sworn to by said F.B. Benton before me and by him subscribed in my presence this 26th day of July A.D. 1878 W. M. Uniget Clerk

Praecipe — People Bank Plaintiffs — To the Clerk — Issue summons to the

vs. — defendants in the above action directed to

J. S. Dillon and — the Sheriff of Union County Ohio summable ac-

A. Front Defendants — cording to law endorsed amount claimed

$118.00 with interest at six per cent from

June 11th 1878 — Common Benton Attys for Plaintiffs

Afterwards to wit on the 28th day of August A.D. 1878 the following summons was issued to the Sheriff of Union County

Summons — The State of Ohio Union County ss. To the Sheriff of Union County Greeting We Command you to notify J.S. Dillon and A. Front that they have been sued by the Peoples Bank of Union County Ohio in the Court of Common Pleas of Union County and that unless they answer by the 2nd day of August A.D. 1878 the petition of said Peoples Bank 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 A.D. 1878. Witness my hand and the seal of said Court this 28th day of August A.D. 1878

W. M. Uniget Clerk Seal

On the 30th day of August 1878 the following writ returned and filed endorsed as follows to wit The State of Ohio Union County ss.

Return — Received this writ July 28th A.D. 1878 at one o'clock P.M. And pursuant to its command did the same August 2nd 1878 by delivering to the within named J.S. Dillon a certified copy of this writ with the endorsements thereon and on the same day left a certified copy of this writ with the endorsements thereon at the residence of the within named A. Front

Fees $2.00 J. J. Miller Sheriff.

Afterward on the 18th day September A.D. 1878 the following entry was made in the Journal of said Court which reads as follows to wit

Entry — Peoples Bank vs. J.S. Dillon et al. — This cause being heard on motions of defendants to strike the petition from the file on account of not being properly verified and the Court being fully advised in the premises overruled the same which ruling was excepted to by defendant and this cause coming on to be further heard on the demurrer to the petition and the Court being fully advised in the premises overruled the same to which ruling the defendants excepted and on motion the defendants are allowed to answer by Saturday Sept 21st 1878

Afterwards on the 9th day of October 1878 the following entry was made in the Journal of said Court which reads as follows to wit

Entry — The Peoples Bank vs. J.S. Dillon & A. Front — Now came the plaintiff herein and the Answer of A. Front being withdrawn and the defendants being in default for answer and demurrer the Court

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3024 Petition — James
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find that the allegations of the petition are confessed by them to be true and that the defendants are indebted to the said plaintiff in the sum of $117 50/100 It is therefore considered by the Court that the said plaintiff recover from the said defendants the sum of $117 50/100 and interest from this date at 6% and costs herein expended & expended taxed at $

Attest W. M. Winget Clerk

Now before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 next 1878 the following petition was filed which said Court which said and the following proceedings were had to wit

3024 Petition

James Claypoole
Oscar F. Willson &c
Harriet E. Ide
Partners under the firm
name of Claypoole & Willson
Plaintiff v. s.
Richard Davis
J. M. Scott & Winget Harriman
Defendants

Court of Common Pleas Union County Ohio

The plaintiffs say with the date of the note and after the account hereinafter mentioned they were partners in business under the firm name of Claypoole & Willson And the 5th day of November A.D. 1877 the defendants executed and delivered to the plaintiffs under their said firm name their promissory note of which the following is a copy.

Essex Ohio Nov 5 1877

Copy of Note

$600 00 On the 5th day of May 1878 for us or either of us promise to pay Claypoole & Willson or bearer Six hundred dollars value received with eight per cent interest after date to be paid annually and per cent before due Payable at Bank of Richwood (Signed) Richard Davis J. M. Scott, Winget Harriman Said note was given by the defendants to the plaintiffs in consideration that the plaintiffs would sell to the said defendants Richard Davis certain goods and merchandize and was given as security for the payment of said goods and merchandize In consideration thereof said plaintiffs afterward to wit on the 7th day of November A.D. 1877 sold at the prices named below and delivered to said Richard Davis at his request certain goods and merchandize of which the following is an account to wit Richard Davis Dr. To Claypoole & Willson 1877 Nov 7th at 4 mo" Jot 1. 4. Mens Split Boots $23 00, Jot 1 4 Boys K.D. Boots $22 00 Jot 1. 4. Youths Boots $18 00, 51 1, 4. Mens Kip Boots $30 00 47 1" 4" Mens Kip Boots D.S. $36 00 8 1/2" 4" Mens Calf Boots D.S. 51- $25 00 22 1/2" 4" Ruff Square Toe 36- $18 00 105 1" 4" Childs B. Calf Boots $12 00, 247" 12" 4" Mos A. Calf Pol 1. $12 00 259 12" 4" Mos A. Calf Pol 1.25 $15 00 253 12" 4" Mos A. Calf Pol 1.50 $18 00 230 12" 4" Mos Grain M.S. Pol 1.50 $18 00 315 12" 4" Mos Goat M.S. Pol 1.75 $21 00 300 12" 4" Mos Calf M.S. Pol 2. $24 00 385 12" 4" Mos Serge Foxed Pol 1.50 $18 00 231 12" 4" Mos. Grain Foxed Pol 1.25 $15 00 275 12" 4" Miss Grain Foxed Pol 1 00 $13.20 Jot 12" 4" Miss A. Calf. Pip 1. $12 00 206 12" 4" Childs a. Calf C.S. .75 $9 00 442 12" 4" Childs Gr. M.S. Pol 1 00 $12 00 443 12" 4" Childs Gr. M.S. Pol .75 $9 00 443 12" 4" Infant 45 $5 40 24" 4 Insoles .42 $10 20 Drayage .30 Total $396 90 Said account became due and

payable on the 7th day of March A.D. 1878 No Part of said account has been paid There is due by reason of the premises from the defendants to the plaintiffs the sum of Three hundred and ninety six dollars and eighty cents which plaintiff claim with interest at the rate of six per cent per annum from the 7th day of March A.D. 1878 and for which they ask judgement. Ill. C. Laurence and Mitchell Watson Plaint. Attys

State of Ohio Franklin County S.S. } James Claypoole being duley sworn says he is one of the plaintiffs in the foregoing action and that the facts stated and allegations in plaintiffs foregoing petition are as he believes True James Claypoole Sworn to before me and subscribed in my presence this 13th day of August A.D. 1878 Chas. H. Hebner Notary Public Franklin County Ohio

James Claypoole Assignee of William & Harriet E. Dale Partners under the firm name of Claypoole & Dale vs. Richard Davis J. H. Scott and Winget Harriman Defendants } To the Clerk Issue summons upon the petition in the above case returnable according to law Amount claimed $396 00/100 with interest at the rate of six per cent per annum from the 7th day of March A.D. 1878

3049 Petition

August 6th 1878 Ill. C. Laurence and Mitchell & Watson Plaintiffs Attys Aftemard to wit on the 17th day of August A.D. 1878 the following summons was issued to the Sheriff of Union County which reads as follows

Summons The State of Ohio Union County ss } To the Sheriff of Union County Greting You are commanded you to notify Richard Davis J. H. Scott and Winget Harriman that they have been sued by Clay poole & Dale in the Court of Common Pleas of Union County and that unless they answer by the 14th day of September A.D. 1878 the petition of the said Claypoole and Dale 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 26th day of August A.D. 1878 Witness my hand and the seal of said Court this 17th day of August A.D. 1878 H. M. Winget Clerk Seal

Copy of Note $155 00/100 to the ... Dollars Indorsement and Add... 3d On ... and deli... deration ... became ... William ... James ... to the pla... Dollars ... day of ... State o... he is ... duly au... Bank o... the pay... cent on... pleadin... believes ... Sworn ... Ayers ...

Aftemard to wit on the 26th day of August 1878 The writ was returned and filed endorsed as follows to wit.

Return The State of Ohio Union County SS } Received this writ August 17th A.D. 1878 at 3 O.Clock P. M. and pursuant to its command served the same August 21st 1878 by delivering a certified copy thereof with the Endorsements thereon to the within named Richard Davis and by leaving each of the within named J. H. Scott and Winget Harriman a certified copy thereof with the endorsements thereon at their usual place of residence Fees $3 00/100

J. J. Hilder Sheriff

Aftemard to wit on the 23d day of September A.D. 1878 the following entry was made in the journal of said Court in the following words to wit

Entry James Claypoole Assignee of William & Harriet E. Dale partners under firm name of Claypoole & Dale Plaintiff vs. Richard Davis J. H. Scott and Winget Harriman Defendants

This day came the plaintiffs by their Attorney and the defendants came not but made default and thereupon this cause came on to be heard and neither party requiring a jury it was submitted to Court by the Plaintiffs. On consideration whereof the Court finds the allegations of the petition to be

true and that there was due from the defendants to the plaintiffs on the 9th day of September 1878 the sum of ($408 84/100) Four Hundred and Eight dollars and Eighty four cents as alleged in the petition It is therefore considered ordered and adjudged by the Court that said plaintiffs recover of the said defendants Richard Davis J. H. Scott and Wm Iger Harriman said sum of $408 84/100 with interest from September 9th 1878 and also their costs costs herein expended taxed to $

Attest W. M. Wenger Clerk.

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common pleas begun and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Hereafter to wit on the 24th day of August 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to wit

3049 Petition

Court of Common Pleas Union County Ohio

The Farmers Bank of Union County Plaintiffs vs. William Hover Adam Hover and James Hover defendants

The plaintiffs say 1st That are a company of persons doing business under the firm name of The Farmers Bank of Union County within the State of Ohio and are not incorporated as such This there action is founded upon a promissory note of which the following is a copy

Copy of Note

$155 00 April 13th 1877 One year after date I promise to pay to the order of James Hover or bearer One Hundred and Fifty five Dollars value received at 8 per cent interest W. Hover Adam Hover Indorsement James Hover 2d The defendants William Hover and Adam Hover as makers and James Hover as indorser 3d On the 6th day of October 1877 the said James Hover indorsed and delivered said note to the said plaintiffs for a valuable consideration before the same became due 4th On the day the said note became due no part of it was paid although then presented to the said William Hover and Adam Hover for payment all of which the said James Hover had due notice 5th There is due from the defendants to the plaintiffs on said note the sum of One Hundred and Fifty five Dollars which they claim with interest at 8 per cent from the 13th day of April A.D. 1877 and for which he asks judgement

H. M. Ayers Attorney for Plaintiffs

State of Ohio Union County S.S. } H. M. Ayers being sworn says he is the Attorney of the above named Farmers Bank of Union County duly authorized in the premises that the above pleading of the Farmers Bank of Union County 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 pleading of the Farmers Bank of Union County are as affiant believes true

H. M. Ayers

Sworn to before me and signed in my presence by the said H. M. Ayers this 24th day of August A.D. 1878

W. M. Wenger Clerk

Farmers Bank of Union County Plaintiff
v.s.
William Hoover
Adam Hoover and
James Hoover Defts

Court of Common Pleas Union County Ohio
Clerk Issue summons upon the petition in the
above case returnable according to law endorsed
Amount Claimed $155 00 with interest 8 per cent
from April 13th 1878 D.M. Cryer Atty for Plff.

Afterwards to wit on the 24th day of August A.D. 1878 the following summon was issued by the clerk of said which reads as follows to wit

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union greeting
We Command you to Notify William Hoover Adam Hoover and James Hoover that they have been sued by The Farmers Bank of Union County in the Court of Common Pleas of Union County and that unless they answer by the 21st day of September A.D. 1878 the petition of said Farmers Bank 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 2d day of September A.D. 1878
Witness my hand and the seal of said Court this 24th day of August A.D. 1878 Seal W. M. Winger Clerk

Afterward to wit on the 30th day of August 1878 the writ was returned and filed endorsed as follows to wit

Return

The State of Ohio Union County ss. Received this writ August 26th A.D. 1878 at 3 o'clock P.M. And pursuant to the command served the same August 27th 1878 by delivering a certified copy thereof with the endorsements thereon to the within named James Hoover and leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named William Hoover The within named Adam Hoover not found in the County J. J. Miller Sheriff. Fees $3 30/100

Afterward to wit on the 23d day of September A.D. 1878 the following entry was made in the Journal of said Court as follows to wit

Entry

The Farmers Bank of Union County } This day came the plaintiff by its
v.s. William Hoover et als. } Attorney and the defendants came
not but made default thereupon this cause was submitted to the court by the plaintiff on consideration whereof the Court finds the allegations of the petition to be true and that there is due the plaintiff from the defendants William Hoover and Adam Hoover as principal and James Hoover as indorser the sum of $160 15/100 with 8% interest from this date It is therefore considered ordered and adjudged that the plaintiff recover of the defendants William Hoover and Adam Hoover as principal and James Hoover as indorser the said sum of $160 15/100 with 8% interest from this date together with their cost herein taxed to $
Attest W. M. Winger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 17th day of July 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

2963 Petition

W. Shaf...
v.s.
Peter W...
...
Ship Mon...
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Mayer...
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30th Oct...
To Hand...
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Sworn ...
Sept A...
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the Clerk...

Cmmon

W. Shaf...
v.s.
P. H. Wyn...

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State of ...
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1878
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Entry

Michael ...

Peter W...

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jury in...
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2963 Petition

M. Shalip Plaintiff
vs.
Peter Wynegar Defend

Ship Union County Ohio

Court of Common Pleas Union County of this
1st The Plaintiff says This cause come into this
Court by way of appeal from the docket of the
justice of the Peace M. J. Hood of Claibourne Town-
2d The Plaintiff further says his cause of actin
is founded upon balance of account of which the following is a copy
Marysville Ohio Peter Wynegar Dr. To M. Shalip 1876. Sept 5 To Haul-
ing Gravel $3.00 Sept 18 To Hauling Gravel 1.50 Oct 16 To Hauling Gravel
3.00 Oct 17 To Hauling Gravel 1.50 Oct 18 To Hauling Gravel 3.00 Oct 19
To Hauling Gravel 2.50 Oct 20 To Hauling Gravel 2.50 Oct 21 To Haul-
ing Gravel 3.00 Total $19.98 There is now due the plaintiff on said
account from the defendant the sum of $19.98 with intrest from Oct-
ober 21st 1876 for which plaintiff asks judgement with his cost
of suit By Steynmon & Kollepath Atty for Plaintiff
The State of Ohio Union County S.S. } M. Shalip being sworn says
that the facts stated in the foregoing petition and allegations therein
made are true as affiant believe M. Shalip.
Sworn to before me and signed in my presence this 25th day of
Sept A.D. 1878 W. M. Winget Clerk
Afterward to wit on the 25th day of September the following answer was filed with
the Clerk of the Court which reads as follows to wit

Answer

M. Shaliff
vs.
P. G. Wynegar

Court of Common Pleas Union County Ohio } and for
comes the defendant P. G. Wynegar and for answer to
plaintiffs petition and says he denies each and every alle-
gation in said Petition contained and asks that he may
go hence without day and recover his cost P. K. Kerr Attorney for Defendant
State of Ohio Union County S.S. } P. G. Wynegar being sworn says that
the allegations in the foregoing answer are true as he believe
Peter G. Wynegar
Sworn to before me and subscribed in my presence this 25th day of Septmber
1878 W. M. Winget Clerk.
Afterward to wit on the 26th day of September 1878 the following entry
was made in the Journal of said Court which reads as follows to wit

Entry

Michael Shalip Plaintiff
vs.
Peter Wynegar Defendant

This day came the parties and were at issue
and declared themselves ready for trial & thereupon
came a jury of the County all good and lawful
men to wit Andrew Brown, J. McElroy, W. H.
Goff, D. C. Stinger, W. M. Robinson, J. R. Taylor, W. M. Beach, Joseph Love,
S. Vanorsdal, Thos. Peacock, C. M. Robinson, Joseph Powers. who were duly
empanelled and sworn according to law And thereupon after hearing
the evidence argument and charge of the Court the jury retired to their
room in charge of a sworn officer for deliberation And now come said
jury into open court with their verdict in writing signed by their
foremen and say We the jury in this case being duly empanelled and
sworn do find and say that we find for the plaintiff and assess his
damages at $22.25 It is therefore considered and adjudged by the Court
that the plaintiff recover of the defendant the said sum of $22.25 and his
costs expended within taxed at $ for all of which execution is awarded
Attest W. M. Winget Clerk

Pleas before his Honor Truman Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 17th day of August A.D. 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to wit.

3030 Petition

E. Diemer Plaintiff
against
J.M. Dunn and
Jas. A. Henderson Defts

Court of Common Pleas Union County Ohio
The plaintiff says. That at the time of the making of the note hereinafter mentioned the defendants were partners doing business under the firm Name of Dunn & Henderson Sr. On the 4th day of October A.D. 1877 the defendants J.M. Dunn & James A. Henderson made under their said firm name of Dunn & Henderson and delivered to the plaintiff their promissory note of which the following is a copy to wit

$129.00 Marysville O. Oct 4th 1877 On or before the First day of December 1877 for value received we promise to pay to the order of E. Diemer or order One Hundred Twenty Nine & 00 Dollars negotiable and payable at the Bank of Marysville with interest at 10% per annum after due until paid

Dunn and Henderson

That are no credits thereon That is now due from the defendants to the plaintiff on said note the sum of One Hundred and Twenty Nine & 00/100 Dollars which he claims with interest thereon at 10% from the 1st day of December A.D. 1877 and for which he asks judgment

A.D. Carpenter Atty for Plaintiff

The State of Ohio Union County S.S. } A.D. Carpenter being sworn says that he is the Attorney of the above named plaintiff duly authorized in the premises That this the plaintiffs action is founded upon a written instrument for the payment of money only and is justly due to affiant. Affiant further says that the facts stated and allegations contained in the foregoing petition of plaintiff are true as he verily believes

A.D. Carpenter

Sworn to by A.D. Carpenter before me and signed by him in my presence this 17th day of August A.D. 1878

H.M. Kinget Clerk

We hereby waive the issuing and service of summons upon the petition in the above entitled case and enter our appearance Herein Aug 17 1878 Dunn & Henderson

Afterwards to wit on the 23d day of September 1878 the following entry was made in the journal of the court which reads as follows to wit

Entry

E. Diemer
vs.
J.M. Dunn &
Jas. A. Henderson

And now come the said E. Diemer by A.D. Carpenter his attorney and the said J.M. Dunn & Jas A. Henderson having waived the issuing and service of process and entered their appearance herein on the 17th day of April A.D. 1878 and having failed to demur or answer to the petition of the said E. Diemer it is considered that the said E. Diemer ought to recover the said sum of $129.00 demanded in his petition together with the sum of $6.54 which the court finds due as the interest thereon as prayed for in said petition It is therefore considered that the said E. Diemer recover against the said J.M. Dunn and Jas. A. Henderson the said sum of $129.00 with interest thereon dating from the first day of this Term of Court together with his costs in and about this suit in this behalf expended taxed to $

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and Held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Heretofore to wit on the 24th day of August 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to wit

3061 Petition

Meyers Osborn & Co Plaintiffs
vs.
J.M. Dunn & Jas. A. Henderson Defts

} Court of Common Pleas Union County Ohio
The plaintiffs say that they are a copartnership formed for the purpose of doing business within the State of Ohio and not incorporated and that the defendants at the time of the making of the account hereinafter set forth were associated together as partners and doing business under the firm name and style of Dunn & Henderson. Plaintiffs say That this their action is founded upon an account of which the following is a copy together with its credits. Dunn & Henderson In Account with Meyers Osborn & Co. Sept 12. 1877 Mdse $28.20 Sept 20 1877 Mdse $3.77 Oct 15 1877 Stove $16.38 Oct 24 1877 Stove $2.00 Nov 1 1877 Mdse $27.94 Dec 18 1877 Mdse $41.94 Jan 3 1878 Mdse $31.75 Jan 28 1878 Mdse $25.03 Credits $155.42 Nov 20 1877 Off $32.67 $155.67 Protest on draft $1.40 Total $157.08 There is due from the defendants to the Plaintiffs on said account the sum of One Hundred and Fifty Seven & 08/100 Dollars which they claim with interest from January 1st A.D. 1878 and for which they ask judgment A. D. Carpenter Atty for Plff.

The State of Ohio Union County ss. A. D. Carpenter being sworn says that he is the attorney of the above named plaintiff duly authorized in the premises That plaintiffs are non residents of said County of Union and are now absent Thereupon Affiant further says that the facts stated and allegations contained in the foregoing petition are true as he verily believes

A. D. Carpenter

Sworn to by A. D. Carpenter before me and signed by him in my presence this 24th day of August A.D. 1878 W. H. Wenger Clerk

We hereby waive the issuing and service of process in the above entitled case and enter our appearance herein Dunn & Henderson

Afterwards to wit on the 23d day of September 1878 the following entry was made in the journal of said Court which reads as follows to wit

Entry

Meyers Osborne & Co
vs.
J. M. Dunn and Jas. A. Henderson

} And now comes the said Meyers Osborn & Co. by A. D. Carpenter their Attorney and the said J. M. Dunn and Jas A. Henderson having fully failed to answer or demur to the petition of the said Meyers Osborn & Co it is considered that the said Meyers Osborn & Co ought to recover the said sum of $157.08 as demanded in their petition together with the sum of $6.54 which the Court finds due as the interest thereon as prayed for in said petition It is therefore considered that the said Meyers Osborn & Co. recover against the said J. M. Dunn and Jas A. Henderson the said sum of $163.70 with the interest thereon from the first day of the present term of this Court together with their costs in and about their suit in this behalf expended taxed to $

Attest W. H. Wenger Clerk

Pleas before his Honor Rod. Den Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878

Be it before to wit on the 15th day of August 1878 the following petition was filed with the Clerk of said Court which reads in the following words and figures to wit

3022 Petition

A.J. Hartman Plaintiff } In Court of Common Pleas Union County Ohio
against } The Plaintiff says that this his action is founded upon a promissory note of which the following
A.B. Beck Defendant } a copy is in wit "

Copy of note

$114.55/100 Plain Township O. Feb 8th 1878 On this 8th day of June 1878 I or we either of us promise to pay to A.J. Hartman or bearer One Hundred and Fifteen 55/100 Dollars value received with 8 per cent interest after due to be paid annually and 8 per cent after due A.B. Beck

For value received there is due from the defendant to the plaintiff on said note the sum of One Hundred and Fifteen 55/100 Dollars which he claims with interest @ 8% from the 8th day of February A.D. 1878 and for which he asks judgement A.T. Carpenter Atty for Plaintiff.

The State of Ohio Union County S.S. } A.T. Carpenter being sworn says that he is the attorney of the above named plaintiff duly authorized in the premises That this the plaintiffs action is founded upon a written instrument for the payment of money only now in possession of affiant affiant further says that the facts stated and allegations contained in the foregoing petition of plaintiffs are true as affiant verily believes

A.T. Carpenter

Sworn to by A.T. Carpenter before me and signed by him in my presence this 15th day of August A.D. 1878 W.M. Winget Clerk

Praecipe

To Clerk Issue summons upon petition in this above case returnable according to law Indorsed Amt claimed $114.55 with 8% interest from Feb 8 1878 A.T. Carpenter Atty for Plaintiff

Be it remembered to wit on the 15th day of August 1878 the foregoing summons was issued to the Sheriff of Union County which reads as follows to wit

Summons

The State of Ohio Union County ss } The Sheriff of the County of Union Greeting We command you to Notify A.B. Beck that he has been sued by A.J. Hartman in the Court of Common Pleas of Union County and that unless he answer by the 16th day of September A.D. 1878 the petition of said A.J. Hartman 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 26th day of August A.D. 1878 Witness my hand and the seal of said Court this 15th day of August A.D. 1878 W.M. Winget Clerk (Seal)

Affirmand to wit on the 26th day of Aug. 1878 the above writ was returned and filed endorse as follows to wit

Return

The State of Ohio Union County S.S. } Received this writ August 15th A.D. 1878 at one O.clock P.M. And pursuant to its command served the same August 21st 1878 by delivering a certified copy thereof with the endorsements thereon to the within named A.B. Beck Fees 1.55 J.D. Keller Sheriff

Affirmand to wit on the 23rd day of September 1878 the following entry was made in the journal of said Court which reads as follows to wit

Entry

A.J. Hartman vs. A.B. Beck

and summons 8.37/100 which petition of Hartman with ins with his

Pleas before plaintiff in and 1878 Here was filed and Engra Eli G. Pip of Estate of deceased

My law Sa

of William Ohio Dec and W. the promi the follow months wrong pa at ten per There is due note the s with inter A.D. 1878 State of Ohio of the above foregoing for the pa and that Eli G. Pip Sworn t this 24th

Praecipi

To Clerk to law is July 16 And it is issued to

3062 Petition

Entry

A. J. Hartman
vs.
A. B. Beck

And now comes the said A. J. Hartman by A. T. Carpenter his attorney and the said A.B. Beck having failed to demur or answer to the petition of the said A. J. Hartman it is considered that the said A. J. Hartman ought to recover the said sum of $ 114 5/100 so demanded in his petition together with the sum of $ 5.37/100 which the court finds due as the interest thereon as prayed for in said petition computed at 8% It is therefore considered that the said A. J. Hartman recover against the said A. B. Beck the said sum of $ 119 5/100 with interest thereon at 8% from the first day of this term of Court together with his costs in and about his suit in this behalf. expended taxed to $

~~Attest~~ W. M. Monger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held in the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 24th day of August 1878 The following petition was filed with the clerk of said Court which was as the following words and figures to wit

3062 Petition

Eli G. Piper Administrator &c of Estate of William Gabriel deceased Plaintiff

vs.

Hylas Sabine Defendant

Pleas Union County Ohio Petition Plaintiff says on or about the 15th day of February A. D. 1876 he was appointed and qualified and letters of Administration with will annexed were granted to him as administrator with will annexed of the estate of William Gabriel heretofore deceased by the Probate Court of Union County Ohio Said William Gabriel deceased was the surviving partner of the firm of J and W. Gabriel and as such while in full life secured from defendant the promissory note upon which this action is founded and of which the following is a copy

Jan 15th 1875 $ 450 8/100 Four months after date I promise to pay to the order of William Gabriel surviving partner of John and Wm Gabriel Four Hundred fifty and 8/100 Dollars at ten per cent interest from date value Received Hylas Sabine

There is due from the defendant to the plaintiff as said administrator on said note the said sum of Four Hundred fifty and 8/100 Dollars which he claims with interest at ten per cent per annum from the 15th day of January A. D. 1875 and for which he asks judgement Wherefore Piper Colby for Plff.

State of Ohio Union County ss. E. Piper being sworn says he is one of the attorneys of the above named Eli G. Piper duly authorized in the premises that the foregoing pleading of Eli G. Piper is founded upon a written instrument for the payment of Money only and now in the possession of this affiant and that the facts stated and allegations in the foregoing pleading of Eli G. Piper are as affiant believes true E. Piper

Sworn to before me by E. Piper and by him subscribed in my presence this 24th day of August A.D. 1878 W. M. Monger Clerk

Praecipe To Clerk Issue Summons upon within petition returnable according to law Amount claimed $ 460 8/100 with interest at ten percent from July 15th 1875 Robinson & Piper

And in accordance with above Praecipe the following summons was issued to the the Sheriff of Union County by the clerk on the 24th day of Aug-

Summons

A.D. 1878 which said writ is as follows to wit

The State of Ohio Union County ss. } The Sheriff of the County of Union greeting

We command you to Notify Hylas Sabine that he has been sued by Eli G Piper Admr of the Estate of William Gabriel dcsd in the Court of Common Pleas of Union County and that unless he answer by the 21st day of September A.D. 1878 the petition of said Eli G. Piper 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 2d day of September A.D. 1878. Witness my hand and the seal of said Court this 24th day of August A.D. 1878 W. M. Winget Clerk Etc'd

Afterward to wit on the 29th day of Aug 1878 the said writ was returned and filed endorsed as follows to wit

The State of Ohio Union County ss. } Received this writ August 26th A.D. 1878 at 3 oclock P. M. and pursuant to its command served the same August 28th 1878 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named Hylas Sabin Fees $2.30 J. P. Miller Sheriff

Afterward to wit on the 28th day of September A.D. 1878 the following Entry was made on the journal of said Court which reads as follows to wit

Entry

Eli G. Piper Admr of Estate
William Gabriel deceased Plff

vs.

Hylas Sabine Defendant

And now comes the plaintiff by his attorneys and the said Hylas Sabine having failed to demur or answer to the petition of the said Eli G. Piper as said administrator it is considered that the said Eli G. Piper as said administrator ought to recover the said sum of $1.6 00/100 so amended in his petition together with the sum of $98 73/100 which the Court finds due as the interest thereon on the first day of this term at six percent as prayed for in said petition It is therefore considered that the said Eli G Piper recover against the said Hylas Sabine the said sum $549 57/100 with interest from the 1st day of this term of this Court together with his costs in and about his suit in this behalf expended Taxed to ff Attest D. M. Winget Clerk

2892 Petition

Be it remembered that on this 29th day of April 1878 before his Honor Thomas Lee Presiding Judge of the Court of Common Pleas within and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 16th day of April 1878 the following petition was filed with the clerk of said Court which said petition is in the following words and figures to wit

Eli G. Piper Administrator with will annexed of the Estate of William Gabriel deceased Plaintiff

vs.

William C. Wood Defendant

Court of Common Pleas Union County Ohio

Plaintiff says on or about the 19th day of February A.D. 1876 he was duly appointed and qualified and letters of administration were granted to him as administrator with will annexed of the estate of William Gabriel deceased by the Probate Court of Union County Ohio Plaintiff further says that his first cause of action is founded upon a promissory note of which the following is a copy $253 27/100 December 17 1869 One day after date I promise to pay to the order of Jonathan Gabriel two hundred and fifty three 27/100 Dollars at ten percent per annum value received Wm. C. Wood

On above note appear the following endorsements Received on within note up to march 2d 1875 interest in full Received on the within note

Answer

thirty Dollars
plaintiff
Sixteen and
per cent
says that
of which
promise
accrued
There is
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from Jan
declared
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Sworn to
1878
J.
appearan
afterward
was filed
Eli G. P
with the
suit of
Plaintiff
Williams
middle of
the 12th d
Defendan
indebted
may be a
and for a
The State
Term be
in his fav
drawn b
presence

thirty seven dollars and seventeen cents march 2d 1875 there is due to the plaintiff as said administrator from the defendant the sum of two hundred sixteen and 27/100 dollars ($216 27/100) which he claimes with interest at ten per cent from March 2d A.D. 1875. II Cause of Action Plaintiff further says that this his second cause of action is founded upon a promissory note of which the following is a copy $70.00 June 14th 1870 One year after date I promise to pay to the order of J. and W.m Gabriel Seventy Dollars value received Six percent interest from date W.m G. Wood

There is due the plaintiff as said administrator from the defendant the sum of Seventy dollars which he claims with interest at six per cent from June 14th 1870 Plaintiff further says that the said William Gabriel deceased was the surviving partner of the firm of J. and W. Gabriel and was at and prior to his death settling up the business of their said partnership The plaintiff asks judgement for the sum of Two Hundred Eighty Six and 27/100 Dollars with interest on Two hundred sixteen and 27/100 Dollars from March 2d 1875 at ten per cent and with interest on Seventy Dollars thereof from June 14th 1870 Robinson and Piper Attorneys for Plaintiff

State of Ohio Union County ss. E. Piper being duly sworn says he is one of the attorneys of the plaintiff Eli G. Piper as Administrator aforesaid duly authorized in the premises and that the facts stated and allegations in the foregoing petition are true as he verily believes and further that the following pleadings of Eli G. Piper is founded upon written instruments for the payment of money only and are now in possession of the affiant E. Piper

Sworn to before me by E. Piper and by him subscribed this 6th day of April 1878 N. M. Monger Clerk by Jabez Hamdall Deputy

I hereby waive the issuing and service of process and enter my appearance in this case April 12th 1878 W. G. Wood

Afterwards to wit on the 22d day of April 1878 the following answer was filed with the Clerk of said Court which reads as the following to wit

Answer

Eli G. Piper as administrator with the will annexed of the estate of William Gabriel deceased Plaintiff vs. William G. Wood Defendant

Court of Common Pleas Union County Ohio The defendant now comes and for answer to plaintiffs petition says That in addition to the credits stated in plaintiffs petition he paid said William Gabriel in said indebtedness on or about the middle of June A.D. 1875 The sum of Two Hundred dollars and on the 12th day of July A.D. 1875 the further sum of Twenty Five dollars Defendants says he is entitled to have said amounts credited on said indebtedness and asks the Court that on the hearing of this Cause the same may be allowed him in addition to the credits stated in plaintiffs petition and for all proper relief A. D. Carpenter Attorney for defendant

The State of Ohio Union County ss. William G. Wood the defendant herein being sworn says the facts stated and allegations contained in his foregoing answer are true as he verily believes W.m G. Wood

Sworn to by William G. Wood before me and signed by him in my presence this 22d day of April A.D. 1878 N. M. Monger Clerk by Jabez Hamdall Deputy

Ripley

Afterward to wit on the 23rd day of 1878. of September 1878. the following ripley was filed with the clerk of the said Court which reads as follows

Eli H. Piper Admr } In the Court of Common Pleas Union County Ohio
vs. } And now come the plaintiff and for reply to the defendants
William C. Wood } answer says that he knows nothing concerning the payment which the said defendant in his said answer sets forth as having been made upon said note in the plaintiff petition set forth and therefore the plaintiff denys that such payment has been made and demands proof of the same. Plaintiff prays judgement as in his petition

Robinson and Piper

State of Ohio Union County ss. } Eli H. Piper being duly sworn says that the facts stated in his foregoing reply are true as he verily believes

Sworn to before me by Eli H. Piper and by him subscribed this 23rd day of Sept A.D. 1878

Afterward to wit on the 23rd day of Sept 1878 the following Entry was made in the Journal of the Court which reads as follows to wit

Entry

Eli H. Piper Admr } This day came the parties by their Attorneys and this cause
vs. } came on to be heard and a jury being waived was submitted to the Court upon the pleadings and evidence, on consideration whereof the said Court find on the issue joined that the defendant paid the said sum of $200 00 as claimed in his answer and that said defendant is entitled to said credit of said $200 00 upon the cause of action set forth in the plaintiff petition and the Court further find that defendant is entitled to a credit of account against said estate of $0. as claimed in his answer and the court further find that said defendant is indebted to the plaintiff as said administrator in the sum of $00 87/100

It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of Ninety Nine and 87/100 Dollars ($99 87/100) and the costs herein expended taxed to $

Attest W. H. Monger
Clerk

Now to wit the Hon. Thomas Beer presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 2nd day of April 1878 Heretofore to wit on the 6th day of August A.D. 1877 the following petition was filed with the Clerk of said Court which reads as the following words and figures to wit

2.19 Petition

Roger N. Moore Plaintiff
vs.
Strange N. Moore, Jason C. Moore, Alfred H. Benner, George Benner, Martha E. Bland, Mile Bland, and Thomson, Alexander Thomson, William Bland, John Bland Abigail Kimball, Ira Kimball Eliza Bland, Evangeline E. Bland & Sarah Garrard Defendants

Union Common Pleas Court

The Plaintiff says that he together with Strange N. Moore, Jason C. Moore, and Alfred H. Benner all of whom reside in Union County Ohio are seized of an estate as tenants in common in the following lands and tenements situate in said County of Union and described as follows to wit Being part of U.M. Survey No 85 23 and Beginning at a stake at the westerly corner of a tract of 25 acres of land conveyed by Walter Linn to Roger Moore August 28th 1827 Thence N 8° E. 64 poles thence N 85° E. 61 poles to a

hickory and burr oak thence S 88° E. 136 poles to two elms thence S 2½° W. 212 poles to two white oaks and a hickory thence N 85° W. 174 poles to the beginning containing one hundred and forty six acres more or less and known as the Jason A. Moore farm That on or about the 18th day of April 1871 Nile Bland one of the defendants herein filed his petition in the Court of Common Pleas of Union County Ohio demanding partition of the above described lands (among other lands) and made all the other persons herein above named parties defendant except Alfred H. Bunnell Alexander H. Thomson George Grimes and Ira Kimball who then had no estate or interest in said lands That such proceedings were had in said action that on the 29th day of September 1871 the commissioners upon that time duly appointed by said Court to assign dower and partition the above described premises did set off and assign to the defendant Martha E. Bland widow of Peter Bland as her reasonable dower in the undivided one third of said lands two acres of the same which two acres together with forty acres which had been assigned to said Martha E. Bland as the widow of Jason A. Moore deceased on the 2d day of July 1866 out of the same premises made in all fifty acres which are described as follows to wit Beginning at the South Easterly Corner of the Jason A. Moore farm and in a county road thence with the easterly line of said farm S 25½° W. 58 poles to a stake thence N. 81½° W. 81½ poles to a stake and stone thence N. 3° E. 78 Poles to a stake in a County Road and on the North line of said Jason A. Moore farm thence with said line S 87° E 116½ poles to the beginning containing fifty acres more or less which assignment of dower was afterwards approved by said Court and the said Mary E. Bland yet holds the said fifty acres of land as her reasonable dower therein. The said commissioners having reported that said lands could not be divided without manifest injury such proceedings were subsequently had in that action to wit on the 9th day of November 1871 that as appears of record (See complete Record volumn 12 page 577) the said Jason A. Moore one of the tenants in said Jason Moore farm elected to take said farm at its valuation subject to said dower and no one objecting It was ordered and adjudged by the Court that he have and hold said farm subject to said dower in fee simple upon his paying and securing according to law the several shares of his Co-tenants aforesaid that is to say that he pay one third in hand one third in one year and one third in two years with interest from the first day of that term of the Court October 2d 1871. Plaintiff further says that said Jason A. Moore never complied with the terms of said last mentioned order and decree by paying any of the parties in said action or herein named for their share or shares in said lands herein first described but wholly neglected so to do and that no conveyance ever was made to him by the sheriff of Union County or by any one else for all or any portion of said lands That said Jason A. Moore subsequently Court on the 23d day of March 1872 conveyed to Martha E. Bland defendant the undivided one third of said lands and tenements in fee simple intending thereby and so expressly stating in the deed to convey to said Martha E. Bland the one third interest in said land which prior to the proceedings and decree herein before referred to had vested in Nile Bland, William Bland, Jane

Bland nee Jane Thomson, John Bland, Abigail Bland, Eliza Bland & Evangeline E. Bland as the heirs at law of their father Peter Bland deceased subject to the dower estate of said Martha E. Bland That said Martha E. Bland paid the said Ann Bland and others heirs at law as aforesaid of Peter Bland for their said interest in full according to the terms of said decree and order in partition That she by virtue of said conveyance from Jason A. Moore and payment to the said heirs of Peter Bland dec'd who are parties hereto became and was the owner of the undivided undivided interest in said One Hundred and forty six acres of land in fee simple That afterwards to wit on the 3rd day of February 1875 the said Martha E. Bland for a good and valuable consideration conveyed all the interest in said lands which she acquired from Jason A. Moore to wit the undivided one third thereof subject to her dower interest therein to the plaintiff George F. Moore who now owns and holds the same That as the plaintiff is informed and believes and therefore states the fact to be the said Jason A. Moore is now and for some years past has been wholly insolvent and bankrupt and is and has been by reason of his financial embarrassment unable to pay the said George F. Moore plaintiff and Stranger H. Moore and Alfred H. Penner for their respective interests in shares according to the terms of said order and decree in partition That said lands and tenements first herein described has been held and occupied improved and enjoyed by the said plaintiff and Stranger H. Moore, Jason A. Moore, and Alfred H. Penner sole heir at law by Celia L. Penner dec'd, formerly Celia L. Moore who was the heir at law of Jason Moore dec'd as tenants in common and by said Martha E. Bland tenants in dower from said 3rd day of February 1875 and they have so held and occupied and enjoyed the same according to their respective interests ever since the deed in partition confirming the election so stated to have been made by Jason A. Moore. The plaintiff further says that he has an estate of inheritance in said premises being the equal undivided one third part thereof by purchase from said Martha E. Bland and the equal undivided one sixth part thereof as heir at law of Jason A. Moore deceased making in all one equal undivided moiety subject to the dower estate of said Martha E. Bland widow The said Stranger H. Moore has an estate of inheritance in the same being the equal undivided one sixth part thereof as heir at law of said Jason A. Moore deceased subject to said dower estate The said Jason A. Moore has an estate of Inheritance in the same being the equal undivided one sixth part thereof as heir at law of said Jason A. Moore deceased subject to said dower estate The said Alfred H. Penner only son and heir of Celia L. Moore deceased has an estate of inheritance in the same being the equal undivided one sixth part thereof subject to said dower interest and also subject to the interest of George Penner his father and guardian who has an interest as tenant by curtesy The said Stranger H. Moore is a minor and said Martha E. Bland is his guardian. The said George F. Moore. Stranger H. Moore, Jason A. Moore, Alfred H. Penner, George Penner Martha E. Bland, Ida Bland, John Bland, Eliza Bland, who is a minor having French Garwood her guardian and Evangeline E. Bland a minor for whom French Garwood is also Guardian and French Garwood

Affidavit of non-residence

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U.S.
S. H. Moore

reside in Union County Ohio The said Williams Bland resides in Marion County Indiana The said Abigail Kimball and Ira Kimball her husband reside in Butler County State of Kansas The said Jane Thomson and Alexander Thomson reside in Franklin County in the State of Kentucky The plaintiff desiring to hold his interest in common asks that said Stranger M. Moore Jason A. Moore. Alfred H Penner George Penner Martha E Bland Nile Bland John Bland Eliza Bland who is a minor Evangeline E. Bland also a minor Enoch Garwood their Guardian Williams Bland Abigail Kimball and Ira Kimball her husband Jane Thomson and Alexander Thomson her husband be made parties defendants to this petition that on the hearing hereof the court will order the present Sheriff of Union County to make execute and deliver to this plaintiff a deed in fee simple for the undivided one third of said lands which prior to the 18th day of April 1871 had vested in said Nile Bland, Williams Bland, John Bland Abigail Bland now Abigail Kimball Jane Thomson now Jane Kimball Eliza Bland and Evangeline E Bland as heirs at law of Peter Bland deceased subject to the dower interest of said Martha E Bland or that such other order may be made in the premises as the law may allow and the case require that partition may be made of said premises according to the respective interests of the parties as herein set forth and stated Or if partition cannot without manifest injury be made then that the premises may be sold or other order taken pursuant to law and such other and further relief &c—

O. F. Carpenter and M. C. Lawrence Attys for Plaintiff

The State of Ohio Union County ss. George A. Moore the plaintiff being sworn says that the facts stated and allegations contained in the foregoing petition are true as he truly believes Geo A. Moore

Sworn to by Geo A. Moore before me and signed by him in my presence this 6th day of August A.D. 1877 H. M. Wing Jr Clerk

George A. Moore Plaintiff
vs.
Stranger M. Moore et als. Defendants

In Union Common Pleas

George A. Moore plaintiff being duly sworn says that service of a summons in the above action cannot be made within the State of Ohio upon the defendants Williams Bland whose residence is in Marion County Indiana and his address Indianapolis 263 South Meridian Street Abigail Kimball and Ira Kimball whose residence is in Butler County Kansas and their address Eldorado in said County Jane Thomson and Alexander Thomson whose address affiant has made inquiry for and is informed and believes their residence and address to be Frankfort Kentucky. That this case is one of those mentioned in section 70 of the Code of Civil procedure of the State of Ohio and further said not

Affidavit of Non-Residence

George A. Moore

Sworn to by George A. Moore before me and signed by him in my presence this 6th day of August A.D. 1877 H. M. Wing Jr Clerk

George A. Moore
vs.
S. M. Moore et als.

We hereby waive the issuing and service of summons in the above entitled case enter their appearance therein for ourselves

A. M. Moore

Praecipe — George A. Moore vs. Strange M. Moore et al — In Union Common pleas. Sir Clerk you will issue summons in this action for Strange M. Moore a minor Martha E. Bland his guardian Alfred H. Penner a minor under 14 years of age George Penner his guardian Milo Bland, John Bland, Eliza Bland and Evangeline E. Bland the last two being minors and Lynch Yannod their Guardian returnable according to law "Petition in Chancery for partition &c" A.J. Carpenter & W.C. Lawrence Attys for Plaff

Affirmed to writ on the 24th day of August A.D. 1877 the following summons was issued to the Sheriff of Union County which reads as follows

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting. You are hereby commanded to notify Strange M. Moore a minor Martha E. Bland, Alfred H. Penner a minor under 14 years of age residing with his guardian Verner Penner George Penner in person Milo Bland, John Bland, Eliza Bland, and Evangeline E. Bland and Lynch Yannod guardian of said Eliza and E. E. Bland that they have been sued by George A. Moore in the Court of Common Pleas of Union County and that unless they answer by the 22nd day of September A.D. 1877 the petition of the said George A. Moore 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 returns of this summons on the 3rd day of September A.D. 1877. Witness my hand and the seal of said Court this 24th day of August A.D. 1877 W. M. Wright Clerk (Seal)

Affirmed to writ on the 3rd day of September 1877 The sheriff returned the above writ returned and filed endorsed as follows to wit

Return — The State of Ohio Union County ss. I received this writ August the 24th A.D. 1877 at 10 O'Clock A.M. and pursuant to its command did on the 31st day of August 1877 notify the within named Martha E. Bland by delivering to her a certified copy of this writ with the endorsements thereon And the same day notified Strange M. Moore, Milo Bland, and John Bland by leaving each of them at their usual place of residence a certified copy of this writ with the endorsements thereon And on the same day notified Alfred H. Penner (minor) by leaving at his usual place of residence a certified copy of this writ with the endorsements thereon and also leaving at the residence of George Penner as his guardian a certified copy of this writ with the endorsements thereon and the same day notified Eliza Bland (Minor) by leaving at her usual place of residence a certified copy of this writ with the endorsements thereon and at the same time delivering to Lynch Yannod as her guardian a certified copy of this writ with the endorsements thereon and on the same day notified Evangeline E. Bland by delivering to her and to Lynch Yannod as her guardian each a certified copy of this writ with the endorsements thereon

Fees 6.00 — J. Miller Sheriff.

Afterward on the 4th day of October 1877 the following Proof of Publication was filed with the Clerk of said Court which reads as follows to wit

Proof of Publication — Legal Notice. William Bland of Marion County Indiana Abigail Kimball and Ira Kimball her husband of Butler county Kansas Jane Thomson and Alexander Thomson her husband of Maysport Kentucky will take notice that George A. Moore of Union County Ohio died on the 6th day of August

Entry — George A. Moore vs. Strange M.

1877 file a petition in the Court of Common Pleas of Union County Ohio against Strange M. Moore et als and said William Bland Abigail Kimball and Ira Kimball her Husband Jane Thomson and Alexander Thomson et als. heirs of Peter Bland deceased defendants setting forth in substance that the said George F. Moore Strange M. Moore Jason A. Moore and Alfred H. Penner are seized in fee simple as tenants in common of 146 acres of land in Union Township Union County Ohio known as the Jason A. Moore farm subject to the dower interest of Martha E. Bland therein That under certain proceedings in partition in Union Common Pleas Jason A. Moore became the owner of an undivided one third interest in said lands subject to said dower interest which prior to the 18th day of April 1875 had vested in the heirs of Peter Bland deceased to wit Jane Thomson, Abigail Kimball, Williams Bland, John Bland, Nile Bland, Eliza Bland, and Evangeline E. Bland that no deed now made by the sheriff or other person to Jason A. Moore therefore that said Jason A. Moore had conveyed said interest to Martha E. Bland and that she had conveyed the same to the plaintiff George F. Moore and that the plaintiff now claimes to own said undivided one-third interest in addition to one sixth of said lands which he held as an heir at law of Jason A. Moore deceased The prayer of said petition is that the Court will order the present Sheriff of Union County Ohio to convey to the plaintiff said undivided one-third of said Jason A. Moore farm which has been owned by the Peter Bland heirs and that partition be made of said premises so that the plaintiff will hold one-half thereof in severalty and ~~xxx~~ the said Jason A. Moore Strange M. Moore and Alfred H. Penner each one-sixth thereof in severalty or such other orders made as may be necessary pursuant to law and such other relief &c. The said William Bland Abigail Kimball and Ira Kimball Jane Thomson and Alexander Thomson are also notified that they are required to answer by Saturday the 6th day of October 1877 George F. Moore

A. J. Carpenter and M. C. Lawrence Attorneys

Marysville Aug 7th 1877 9 Cts. P. F. $2.50

The State of Ohio Union County ss. } C. M. Kenton being duly sworn says that a copy of the annexed notice was published for six consecutive weeks in the Union County Journal a newspaper published and in general circulation in the County of Union the first publication beginning with August 7th 1877 C. M. Kenton.

Sworn to and subscribed before me this 4th day of October 1877

W. M. Winget Clerk

Afterward to wit on the 6th day of October 1877 the following entry was made in the Journal of said Court which reads as follows to wit

Entry

George F. Moore
vs.
Strange M. Moore et al. } It appearing to the Court that the defendants Strange M. Moore Alfred H. Penner Eliza Bland and Evangeline E. Bland are minors and that they have been duly and legally served with summons herein on motion of the attorneys for the plaintiffs George A. Hamilton is hereby appointed a guardian ad litem for said minor defendants And thereupon the

said Geo. A. Hamilton in open court accepted said appointment and filed his answer herein as such guardian ad litem
On the same day to wit the 6th of October 1877 the following answer of the Guardian ad litem was filed with the clerk of said Court. which reads as follows to wit

Answer of Guard ad litem

Geo. F. Moore
vs.
Stacy H. Moore et als.

In Union Common Pleas. Geo. A. Hamilton Guardian ad litem for Alfred H. Penner Stacy H. Moore Elija Bland and Evangeline E. Bland minor defendants now come and for answer to the petition says that he is ignorant of the facts set forth in said petition and therefor denies each and every allegation therein contained He asks that the Court carefully guard and look after the interests of said infant defendants whom he represents Geo A Hamilton Guardian ad litem for Alfred H. Penner, Stacy H. Moore Elija Bland and Evangeline E. Bland infant defendants October 6th 1877

Also on the same day October 6th 1877 the following answer of Martha E. Bland widow of said Jacob Moore was filed with the clerk of the Court which reads as follows to wit

Answer of Martha E Bland

Geo. F. Moore Pltff
vs.
Stacy H. Moore et al
defendants

Union Common Pleas. Martha E. Bland widow of Jacob A. Moore deceased now comes and asks that in case the premises in the petition described in which her dower has been assigned cannot be divided without manifest injury to the same may be sold free from her dower estate therein and that the value of dower may be allowed her in money out of the proceeds of such sale She states that her age is 53 years on the 25th day of December 1877
State of Ohio Union County ss. Martha E. Bland being sworn says the facts stated in the foregoing answer are true Martha E. Bland
Sworn to by Martha E. Bland before me and signed by her in my presence October 6th 1877. D. M. Wenger Clerk

Afterwards to wit on the 6th day of October the following entry was made in the Journal of said Court which reads as follows to wit

Entry

Geo. F. Moore
vs.
Stacy H. Moore et al

It appearing to the Court that Jacob A. Moore elected to take the lands in the petition in this case described in which Nile Bland was Plaintiff and William Bland et als were defendants which election was made and entered of record in the last named case on the 9th day of November 1871 the term of office of Robert Sharp the then Sheriff of Union County has expired and the Court being satisfied that the necessary parties are now before the Court in this action and that said election was regularly made and that the purchase money has been fully paid for the undivided one third of said lands subject to the dower of Martha E. Bland so elected to be taken by Jacob A. Moore and decreed in the petition which third interest prior to said election had been owned and held by the heirs of Peter Bland deceased to wit Nile Bland Jane Bland since intermarried with Alexander Thomson William Bland John Bland Abigail Bland since intermarried with Asa Kimball Elija Bland and Evangeline E. Bland

as in the petition in this case is alliged and that said Jason D. Moore is insolvent and unable further to comply with the order of the Court made upon his election to take said land It is therefore ordered by the Court that Justice J. Miller the present Sheriff of this County execute and deliver to the said George F. Moore who now holds under the said Jason D. Moore allied in fee simple for said undivided one third part of said lands so formerly owned by the said heirs of Peter Bland deceased subject to the dower interest of said martha E. Bland as widow of Peter Bland and as widow of Jason A. Moore deceased which is accordingly done And thereupon this cause came on to be further heard upon the petition of the plaintiff the answer of Martha E. Bland widow electing to take the value of her dower in money and the answer of Stronge M. Moore Alfred H. Penner Eliza Bland and Evangeline E. Bland minor defendants by George O. Hamilton their guardian ad litem and the evidence and exhibits On consideration whereof the Court finds that all the parties now interested in the lands sought to be partitioned in this action have been duly and legally served with summons herein including the minors for whom the said guardian ad litem has answered and that all of the defendants are indefault except the said Martha E. Bland and said minors Thereupon the Court further finds that dower has already been assigned to the said Martha E. Bland widow by metes and bounds in the premises described in the petition and that subject thereto the plaintiff George F. Moore is seized in fee simple and has a legal right to the undivided half of the lands described in the petition and is entitled to have partition made of said premises that the defendants are tenants in common with the said plaintiffs in the said premises in the following proportion to wit that subject to such dower of Martha E. Bland the said Stronge M. Moore is seized of and has a legal right to the undivided one sixth part thereof the said Jason D. Moore to the undivided one sixth part thereof the said Alfred H. Penner only son and heir at law of Celia S. Penner deceased formerly Celia S. Moore to the undivided one sixth part thereof subject to the tenancy by the curtesy of George Penner his father And no reason appearing why partition should not be made It is therefore ordered adjudged and decreed by the Court that partition of said estate be made and that an order issue to the Sheriff of the said County of Union Ohio commanding him that by the oaths of John Bland E. G. Piper and Joseph D. Nord three disinterested freeholders of the vicinity who are not of kin to either party and who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of the said real estate to which they are hereinbefore severally found entitled subject to said dower of said Martha E. Bland And it is further ordered that if in the opinion of the said Commissioners said premises cannot be divided by metes and bounds without injury to the value thereof they appraise the same both subject to and also free from the dower of the said Martha E. Bland And of his proceedings herein the said Sheriff is ordered

to make due return without unnecessary delay and at this Term of Court

Aftermards to wit on the 6th day of October A.D. 1877 the following writ of Partition was issued to the Sheriff of Union County which reads as follows

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 John Bland E.Y. Piper and Joseph A. Woods. you cause partition to be made of the following described premises situate in the County of Union and State aforesaid to wit. Being part of U.S. Survey No 823 Beginning at a Stake at the Westerly corner of a tract of 25 acres of land conveyed by Walter Dunn to Roger L. Wadie August 28th 1827 Thence S.S.E. 6 poles. Thence S.S.E. 6 poles to a hickory and Pine Oak Thence 188 E. 16 poles to two Elms. Thence S. 22 W. 212 to two white oaks and a hickory thence S. 43 W. 72 poles to the beginning Containing One hundred and Forty Six Acres more or less and known as the Jason A. Moore farm subject to the dower of Martha E. Bland as widow of Peter Bland deceased and as widow of said Jason A. Moore deceased which has heretofore been set off and assigned to her by metes and bounds which metes and bounds contain fifty acres of land as appears of record among the papers named herein and in the following proportions to wit To George F. Moore one half part To Strange M. Moore one sixth part To Jason A. Moore one sixth part To Alfred H. Fenner one sixth part in pursuance of an order lately made in the Court of Common Pleas thereof and for the said County of Union in a certain petition for partition wherein the said George F. Moore is plaintiff and the said Strange M. Moore and others are defendants and it was further ordered by the Court that if in the opinion of the said Commissioners said premises cannot be divided without injury to the respective owners that they appraise the same both subject to and also free from the dower of the said Martha E. Bland widow 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 said Court of Common Pleas at the Court House in Marysville this 9th day of October A.D. 1877

Seal J.M. Winget Clerk

Aftermards to wit on 10th day of October 1877 the following return was made by the Sheriff filed endorsed as follows to wit

Return

As commanded by the foregoing Writ of Partition I have executed the same by the oaths of John Bland Joseph A. Woods and E.Y. Piper causing appraisement to be made as will appear by the report of the Commissioners herewith returned Given under my Hand this 10th day of October A.D. 1877 Fees $17.30 J. J. Muller Sheriff

On the same day to wit the 10th day of October 1877 the Commissioners made report as follows to wit

Commis Report

George F. Moore vs. Strange M. Moore et als } In Court of Common Pleas Union County O. S. S. According to the command of the Writ of Partition in this case issued and on the 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 and we do estimate the value of the same at Forty Seven Dollars per Acre without dower and Fifty Seven Dollars per acre subject to the dower of Martha E. Bland. Given under our hands this 10th day of October A.D. 1877

E.Y. Piper John Bland Joseph A. Woods Commissioners

Entry

Aftermards to wit in the Journal George F. Moore vs. Strange M. Moore et al without inf returned the dower and said to law and number of value eith and the b bond to by the Court of the said of Union C the follow third in the on the pre to this Co Aftermards to the Sheri The State pursuance nty of Un Partition over and without de Comment No 823 acres of l 1827 Ther Burr Oak to two elm and forty farm Co one year to secure acre per proceedin Common Writ this 17th As comma described in the Mary

Order of Sale

Sheriffs Return

Afterward to wit on the 13th day of October A.D. 1877 the following entry was made in the Journal of said Court which reads as follows to wit

Entry

George F. Moore
v.s.
Strange M. Moore

This day this cause came on to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same And it appearing that said real estate cannot be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises both per from and subject to the dower of Martha E. Bland in the same as ordered by the Court The Court find said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same And thereupon neither of the parties electing to take said premises at their appraised value either free from or subject to the dower of the said Martha E. Bland and the having by her counsel waived her dower and ask that in lieu thereof it value be paid her in money On motion of the plaintiff it is ordered by the Court that said premises be sold at public auction free from the dower of the said Martha E. Bland and that an order issue therefore to the Sheriff of Union County commanding him to advertise and sell said premises on the following terms to wit One third in hand one third in one year and one third in two years with interest the payments to be secured by mortgage on the premises And the said Sheriff is ordered to return his proceedings to this Court without ~~unnecessary~~ unnecessary delay

Afterwards to wit on the 17th day of October the following order of sale was issued to the Sheriff of Union County which reads as follows 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 September Term A.D. 1877 in a certain Petition for Partition now pending in said Court wherein George F. Moore petitioner and Strange M. Moore and others are respondents we command you without delay you proceed to sell at public auction the lands and tenements in said petition described to wit Being part of U.M. Survey No 8523 Beginning at a stake at the Westerly Corner of a tract of 25 acres of land conveyed by matler dunn to Rodger Wardle Aug 25th 1827 Thence N. 8° E. 64 poles Thence N 85° E. 6 poles to a Hickory and Burr Oak Thence S. 88° E. 136 poles to two Elms Thence S 88° E 136 poles to two Elms thence S. 24° W. 212 poles to two White Oaks and a Hickory Thence N 65° W. 174 poles to Beginning containing one hundred and forty six acres more or less and known as the Lucien A. Moore farm On the following terms to wit One third on hand One third in one year and one third in two years with interest the payments to be secured by mortgage on the premises Appraised at $40.00 per acre per from the Dower Estate of Martha E. Bland 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 and there this Writ Witness my hand and the seal of the said Court at Marysville this 17th day of October A.D. 1877 (Seal) H. M. Wenger Clerk

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 printed and in general circulation

in Union County Ohio and on the Twenty Fourth day of November A.D. 1877 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 and tenements described in this writ And then and there came George F. Morse who bid for the same the sum of Forty Five dollars per acre (amounting to $5170-) said sum being more than two thirds the appraised value and he being the highest and best bidder he was declared the purchaser. J. J. Miller Sheriff of Union County Ohio Fees $40 75

No money received on the above sale J. J. Miller

Afterward to wit on the 2 d day of October 1878 the following proof of publication was filed with the Clerk of said Court which reads as follows to wit

Proof of Publication

Sheriff's Sale Court of Common Pleas Union County Ohio

Geo F. Morse } By virtue of the above stated writ from said Court to
vs. } me directed I will offer at public sale at the door of the
Stranger M. Morse } Court House in Marysville Ohio at or about one O'clock
P.M. on Saturday Nov 24th 1877 the following lands
and tenements to wit Being part of U.M. Survey No 8023 beginning at
a stake at the westerly Corner of a tract of 25 acres of land conveyed
by Walter Hunt to Roger Moodie Aug 25th 1817 thence north 85° E. 64
poles thence North 85° E. 64 poles to a hickory and burr oak thence
South 88° E. 136 poles to two elms thence South 88° E. 136 poles to two
elms thence South 2 1/2° W. 213 poles to two white oaks and a hickory
thence north 45° W. 171 poles to the beginning containing one hundred
and forty six acres more or less and known as the Jason A. Morse
farm On the following terms to wit One third in hand one third in one year
and one third in two years with interest on the deferred payments to be
secured by mortgage on the premises To be sold free of the dower of Martha
E. Hand Appraised at $47.00 per acre J. J. Miller Sheriff of Union Co.
Jasper and Carpenter Attorneys Oct 24th 1877 Fees $ P. Fees 9.00

The State of Ohio Union County S.S. } H. C. Shearer being duly sworn says
that a copy of the annexed notice was published for four consecutive weeks
in the Marysville Tribune a newspaper of General Circulation in said County
of Union the first publication beginning with Oct 24th 1877 H. C. Shearer
Sworn to and subscribed before me this 2d day of Feb 1878 W. M. Wright Clerk

Affidavit to which on the 11th day of October 1878 the following Entry was made
on the journal of said Court which reads as follows to wit:

Entry

Geo F. Morse } This day on motion of the plaintiff and upon producing
vs. } the return of the sheriff of his proceedings and sale un-
Stranger M. Morse et al } der the former order of this court and the court being
satisfied on examination that the same have been had
in all respects according to law the said proceedings and sale are hereby
approved and confirmed And the said Sheriff is ordered by and duly
executed to convey the lands and tenements in the petition described to
George F. Morse the purchaser in fee simple. It is further ordered that the
Sheriff out of the proceeds of said sale pay 1st to the clerk of this Court the
costs of this action including a counsel fee of $101 65 to M. A. Lawrence
and A. T. Carpenter for their services herein taxed to $205 65 2d That
of the residue of the proceeds arising from said sale he pay to Martha
E. Hand widow the sum of $340 75 3d Stranger M. Morse the sum of

$192 97/100 and to Alfred H. Penner a like sum of $192 97/100 and that said George F. Moore retain the residue of the in hand payment for himself in the sum of $771 8/100 it appearing to the Court that since partition was made in this case the said George F. Moore had purchased the interest of Jason H. Moore in the premises at Sheriff sale which sale was confirmed and ordered and made to said George F. Moore. And it was further ordered that the securities for deferred payments be made as follows To the widow Martha Bland the sum of $340 25/100 due in one year and a like sum in two years from the day of sale (Nov 29th 1877) To Strange M. Moore the sum of $227 15/100 due in one year and a like sum in two years from the day of sale To Alfred H. Penner the sum of $227 15/100 due in one year and a like sum in two years from the day of sale And that the residue of the deferred payments be retained by the said George F. Moore in the sum of $1817 4/100

Attest H. M. Winget Clerk.

It was before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to wit on the 12th day of April A.D. 1878 the following petition was filed with the Clerk of said Court which reads in the following words and figures to wit.

X

1875. Petition

George O Ketcham
Francis M. Bennett
Mary E. Dunbar
Fredrick A. Ketcham
Florence A. Ketcham
William H. Ketcham
Caroline C. Hansen
Plaintiff's
vs.
George Becher
Samuel R. Beger
and Rebecca Becher Defts

Court of Common Pleas of Union Co. Ohio

The Plaintiffs say that they have a legal estate in and are entitled to the possession of the undivided one ninth part of the following described lands situate in the Township of Paris and County of Union Ohio and in and in part in the village of Marysville to wit Part of U.M. Survey No. 3351 bounded and described as follows Beginning at a stake in the junction of the Mill Creek or Hinkens Mill and Corbin road 160 poles east of the center of the village of Marysville Thence East 138 Poles to a stake in the South side of the Mill Creek road (witness an oak and two ash trees in the South side of said road) Thence South 110 poles to a stake in the Corbin road Thence N. 65° W. 164 poles to the place of Beginning containing Forty Three Acres of land more or less Excepting therefrom Thirty Three Feet in width through the said lands which is now owned and occupied by what was formerly the Springfield Mt. Vernon and Pittsburgh R. R. Co. now the Cleveland Columbus Cincinnati and Indianapolis Railway Company The defendants claim to hold the entire estate in said premises and deny that the plaintiffs have any estate therein The defendants have unlawfully kept the plaintiffs out of the possession of the undivided one ninth of said premises ever since the first day of January 1878. The plaintiffs ask Judgement against the defendants for the delivery of the possession of the undivided one ninth part of said premises M. C. Lawrence and A. F. Carpenter Attys for Plaintiffs

The State of Ohio Union County ss. } M. C. Lawrence being sworn says he is one of the Attorneys of the Plaintiffs in the foregoing action that

the plaintiffs are not residents of the County of Union Ohio and are non absent therefrom and that the facts stated and allegations contained in the foregoing petition are true as he verily believes

W. C. Lawrence

Sworn to by W. C. Lawrence before me and signed by him in my presence this 12th day of April 1878 H. M. Winget Clerk.

Precipe Mr Clerk You will issue a summons in this action to Sheriff of union County for the defendants returnable according to law Endorse action for possession of Real Estate April 12th 1878 W. C. Lawrence and A. J. Carpenter Attys for Pltffs.

Afterward to wit on the 12th day of April A.D. 1878 the following summons was issued to the sheriff of Union County which reads as follows to wit

Summons The State of Ohio Union County s.s. } To the Sheriff of the County of Union Greeting We command you to notify George Beecher, Samuel R. Berger, and Rebecca Berger. that they have been sued by George C. Ketcham et.al. in the Court of Common Pleas of Union County and that unless they answer by the 11th day of May A.D. 1878 the petition of said George C. Ketcham et.al. 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 22d day of April A.D. 1878. Witness my hand and the seal of said Court this 12th day of April A. D. 1878.

Seal H. M. Winget Clerk.

Afterward to wit on the 19th day of April 1878 the above writ was by the Sheriff returned and filed endorsed which reads as follows to wit

The State of Ohio Union County s.s. } Received this writ April 12th A.D. 1878 at 4 Oclock and pursuant to its command I served the same on the within named George Beecher & Samuel R. Berger this 17th day of April 1878 by leaving each a copy of this writ duly certified & endorsed at their usual place of residence Also served this writ on the within named Rebecca Berger by delivering to her a certified copy of this writ with the endorsements thereon this 17th day April 1878 Fees $2.00 W. J. Miller Sheriff by Geo. O. Edwards dep

Afterward to wit on the 16th day of May A.D. 1878 the following entry was made in the Journal of said Court which reads as follows to wit

Entry George C. Ketchum et.al. } This day this cause was continued on application
vs. } of defendants and at defendants costs with leave
George Beecher et.al. } to defendants to answer within thirty days of the ruling
} of the Court It is therefor considered ordered and
adjudged by the Court that defendants pay the costs of this action made at the present time.

Afterward to wit on the 10th day of Sept 1878 the following answer of the defendants was filed with the Clerk of the Court which reads in the words as follows to wit

Answer George C. Ketchum et al. } In Court of Common Pleas Union County Ohio
vs. } The said George Beecher and Samuel R. Berger &
George Beecher et.al. } Rebecca Berger. came and for answer to the plaintiffs
} petition say they admit that said Beecher is in possession of that part of the land in said petition described lying East & South of the C. C. & I. C. Rail way & said Berger & wife are in possession of said lands west & north of said Rail way & they deny the other allegations of said petition they having no personal knowledge of the facts therein stated

Robinson & Piper for Beecher and Widemeyer

Entry The State of
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The State of Ohio Union County S.S. } George Beecher being duly sworn depo-
ses & says he believes the allegations of the foregoing answer

George Beecher

Sworn to before me and signed in my presence this 10th of September 1878

W. M. Wing & Clerk

Entry

afterward to wit on the 1st day of October 1878 the following entry was made in the Journal of said court which reads in the following words and figures to wit

George C. Ketchum
Francis M. Bennett
Mary E. Van Cur
Fredrick A. Ketchum
Florence A. Ketchum
William H. Ketchum
Caroline C. Ramsen
vs.
George Beecher
Samuel R. Berger
& Rebecca Berger

This day came the said George C. Ketchum et. als. plaintiffs and the said George Beecher and Samuel R. Berger and Rebecca Berger came and thereupon neither party requiring a jury this cause was submitted to the Court upon the issues joined between the parties upon the pleadings evidence and exhibits and was argued by counsel Whereupon it is considered by the Court that the said George C. Ketchum et als. do recover of the said George Beecher Samuel R. Berger and Rebecca Berger his wife the one undivided one ninth (1/9) part of the premises described in the plaintiffs petition and also their said damages together with their costs herein expended taxed at $ And on this day George Beecher, Samuel R. Berger and Rebecca Berger his wife by their counsel made application to the Court for the valuation of improvements and assessment of damages under the Statute for the relief of occupying claimants and the Court having considered the same are of the opinion that they are entitled to damages under said occupying claimant law. from the 8 day of April A. D. 1862 It is therefore ordered that further proceedings may be had in the premises agreeable to the provisions of the statute.

afterward to wit on the 10th day of October the following order was issued to the Sheriff of Union County by the Clerk of said Court which reads as follows to wit

Order for valuation of imprvts.

The State of Ohio } To the Sheriff of Union County Greeting. Whereas on the first day of October A. D. 1878 George C. Ketchum, Florence M. Bennett Mary E. Van Cur, Fredrick A. Ketchum Florence A. Ketchum William H. Ketchum & Caroline Ketchum, recovered a judgement against George Beecher Samuel R. Berger & Rebecca Berger in a certain action of ejectment lately pending in our Court of Common pleas within and for the said County of Union for the following lands and tenements to wit Part of U. M. Survey No 3351 bounded and described as follows Beginning at a Stake in the junction of the Mill Creek or Hinton Mill road and Dublin Road 160 poles east of the center of the Village of Marysville Thence East 138 poles to a stake in the south line of the Mill Creek Road (Witness an oak & 2 ash trees on the north side of said road) Thence South 110 poles to a stake in the Dublin Road Thence N 55° W. 154 poles to the place of beginning containing 43 acres of land more or less excepting thereupon therefrom Thirty four feet (34) in width through the said lands which is now owned and occupied by what was formerly the Springfield Mt Vernon and Pittsburgh R. R. Co. Now the Cleveland Columbus Cincinnati and Indianapolis Railway Company and whereas also upon the condition

of said Judgment our said Court of Common Pleas on application for that purpose granted to the said George Beecher and others the benefits of the Statute for the relief of occupying claimants We Command you with out delay by the oaths of Philip Snyder, D. Benton, J. M. Henderson J. B. Whipley, A. S. Chapman, Levi Longbrake, Gregory Hawley, W. H. Robb, W. H. Robinson G. D. Sellers Leonidas Farmer and J. Woodcock And upon actual view of the premises you cause to be made a just and true assessment of the value of all lasting and valuable improvements made upon the lands and tenement aforesaid by the said George Beecher or by any person or persons under whom the said George Beecher holds the same previous to the 12th day of April 1875 And that in the manner you cause to be made a just and true assessment of the damages if any which the said lands and tenements may have sustained by waste by them with the net annual value of the rents and profits which the said George Beecher may have received from the same from and after the 12th day of April 1875 deducting the amount of such rents and profits from the estimated value of the lasting improvements aforesaid and also that in like manner you cause to be made a just and true assessment of the value of the said land and tenement on the 1st day of October 1875 exclusive of the improvement made thereon since April 8th 1862 and of the damages sustained by waste as aforesaid and of this writ make legal service and due return. Holmes T. Ed. Vinget Clerk of our said Court of Common Pleas at Marysville this 10th day of October A. D. 1878

Seal T. M. Vinget Clerk.

State of Ohio Union County ss. } Received this writ Oct 11th 1878 And pursuant to its command thereof I summond the within named jurors and after said jurors being duly sworn they did upon actual view appraise said property as commanded in this writ this 12th day of Oct 1878 as will fully appear by their report hereunto annexed

The following verdict was filed with the Clerk of said Court Oct 14th 1875

George C Kelchum et al vs. George Beecher et al

J. J. Miller Sheriff

Court of Common Pleas Union County Ohio

We the jury duly empannelled & sworn in this case do assess the value of the improvements in the land in said writ in the possession of George Beecher made since April 8, 1862 at Eighty Four Hundred Dollars and the value of said lands exclusive of said improvements at the time named in said writ as value at Twenty Two Hundred & Seventy Five Dollars and as estimate the value of the rents of said premises since the 12th day of April 1875 at One Hundred Dollars &. We say no waste has been committed W. H. Robb Foreman Philip Snyder D. Benton J. M. Henderson G. D. Sellers W. H. Robinson Leonidas Farmer J. B. Whipley A. S. Chapman Levi Longbrake J. Woodcock Vernon Hawley

George C. Kelchum et al. vs. George Beecher et al.

Court of Common Pleas Marion County Ohio

We the jury duly empannelled & sworn in this case do assess the value of the improvements in the lands in said writ in the possession of S. R. Berger made since April 8 1862 upto April 12, 1878 at Six Hundred dollars and the value of said lands exclusive of said improvements at the

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time named in said writ we estimate at eight hundred and sixty four dollars and we say no damages were committed on said premises & we estimate the value of the rents since the 12th day of April 1878 at thirty six dollars W. H. Robb Clerk Phillip Snyder Clerk C. Buxton Clerk J. A. Henderson Clerk G. L. Sellers Clerk M. H. Robinson Clerk J. J. Murdock Clerk Leonidas Turner Clerk Levi Longbrake Clerk Gregory Hawley Clerk J. S. Whitsley Clerk W. Chapman Clerk

Afterward to wit on the 14th day of October A.D. 1878 the following entry was made on the Journal of the Court which reads as follows to wit

Entry

George C. Ketchum
Francis M. Bennett
Mary E. Dunbar
Fredrick A. Ketchum
Florence A. Ketchum
Wm. H. Ketchum
Caroline C. Jameson
vs.
George Beecher Samuel R. Berger and Rebecca Berger

This day came on this cause to be heard upon the verdict of the jury upon the writ issued in behalf of the defendants for the benefits of the occupying claimants law and it appearing that said jury appraised the value of the land in the possession of George Beecher exclusive of improvements since April 8th 1862 at $2275 and the rents since April 12, 1878 @ $100 making a total of $2375 & appraised the value of the land in the possession of said Samuel R. and Rebecca Berger at $867 and the rents since April 12th 1878 at $36 making a total of $900 and the court being satisfied that the proceedings under said writ are lawful do confirm the same and the said plaintiffs electing to surrender their claim to said land and take pay for their share of said valuation of said lands & said rents & the court being fully advised in the premises do authorize said plaintiffs to make said election and order and adjudge that upon the execution to the said George Beecher their deed for the one ninth of said lands in his possession he shall pay and secure to be paid to them the one ninth of said $2375 to wit the sum of $263 88/100 as follows one third thereof in hand & the one third in six months & one third in twelve months with six percent interest from date and it is further ordered and adjudged by the court that upon the execution to the said Samuel R. and Rebecca Berger their deed for the ninth of said lands in their possessions they shall pay and secure to be paid to said plaintiffs the one ninth of said $900 to wit one hundred dollars as follows to wit one third in hand & one third in six months & one third in twelve months with interest from date at six per cent And said plaintiffs are ordered to pay all the costs under the occupying claimant law and said defendants all the costs up to that point in the case

Attest W. H. Wenger Clerk

Pleas before his Honor Thomas Beer Presiding judge of a Court of Common pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 6th day of August 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit.

3001 Petition

James Fullington Plaintiff vs. Charles W. Sinclair Frances Sinclair and any unknown heir of Amon and Mary Stanton Defts.

Court of Common Pleas Union County Ohio

The plaintiff respectively represents that he has legal right to and is seized in fee simple of one undivided five sixth (5/6) of the following described premises being a part of U.M. Survey No 7492 - 9461 + 7789 Beginning at a stake in the center of the Homer road thence S. 45° W. 150 poles to a stone in the line of A.A. Woodworth thence N 44½° W. 86 poles to a stake in said Woodworths line thence N 45° E. 163½ poles to a stake in the center of said Homer road thence S. 29° E. 27 9/100 poles to the beginning containing Forty Five acres more or less And that he is seized in fee simple of the undivided nineteen twenty fourths (19/24) part of the following described premises being part of U.M. Survey No 7789 Beginning at an Elm tree corner to land owned by the heirs of Elish Reynolds and corner to A.A. Woodworth thence running N 8° W. 20 poles to a southerly corner of Benjamin Harrington's land thence with his line N 86° E. 171 poles to a corner of land owned by the heirs of John Williams crossing the road at 149 poles thence S. 3° E. 37½ poles to a stake thence S 8° E. 32 poles to a stone thence S 66° W. 16½ poles to a stone in the east side of the road thence with the road N 30° W. 14½ poles to a stone thence S 86° W. 90 poles to a Burr Oak in the line of said Reynolds land thence with their line N 91° W. 20 poles to the beginning containing fifty acres And that he is the legal owner and is seized in fee simple of the undivided one half (½) of the following described premises being part of U.M. Survey No 7789 bounded and described as follows Beginning at a Burr oak southerly corner to dower lot set off to Louisa Locke in the division of the estate of John S. Locke thence with the southerly line of said dower N 86° E. 160 poles to a stake in the center of the Homer road thence with the center of said road S 30° E. 10 poles to a stake thence S 46° W. (passing over a stone in the southerly side of said road) 130 poles to a stake in the line of Esther Rinyels land thence with said line N. 9° W. 179/100 poles to the beginning containing twelve acres and 140 poles more or less. And that he is the legal owner and is seized in fee simple of the undivided one half (½) of the following described premises Beginning at a stake in the center of the Homer road southerly corner to that part of the dower of Louisa Locke upon the Northerly side of said road thence with the line of said dower N 86° E. 16½ poles to a stake thence N 8° E. 34 poles to a stake corner to said dower in the line of John Williams lands thence with his line S 53°. E. 142 poles to a stake in the center of Fracles Cuk thence down the center of said Cuk 2 poles to a stake thence N. 53° W. 84 9/100 poles to a stone thence S 70° W. 69 poles to a stake in the center of the Homer Road Thence with the center of said road N 30° W. 13 poles to the beginning containing Nine and one third (9⅓) acres more or less part of Survey No 7789 + 9265 And that he is the legal owner and is seized in fee simple of the undivided one half of the following described lands Beginning at a stake in the center of Fracles Cuk N.W. corner to Sarah E. Williams 19 acre wood lot Thence with her south line and the south line of John Williams land S 84° E. 285 poles to a stake S.E. corner to John Williams in the E line of Survey No 9265 thence with said line S 2½° W. 15 33/100 poles to a stake Thence

Proof of publication

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N. 54° W. 285 poles to a stake in the center of said creek 13 33/100 poles to the beginning containing 63⅓ acres more or less part of U. M. Survey N° 5265 The plaintiff further represents that the said Charles W. Sinclair and Francis Sinclair minor children of George Sinclair are interested in and hold the one sixth of the Forty Five acres herein before first described by descent from their mother Louisa Sinclair The plaintiff further says that an unknown heir of Amon and Mary Stanton is entitled to the one Twenty Fourth part of the Fifty acres of land herein before described by descent from his mother Mary Stanton and the said children of George Sinclair are entitled to the four twenty-fourth parts of the second parcels of lands herein before described That the said Charles W. Sinclair and Francis Sinclair minor children of George Sinclair own and are entitled to the undivided one half of the third tract herein before described That the said Charles W. Sinclair and Francis Sinclair own and are entitled to the undivided one half of the fourth of lands herein before described That the said Charles W. Sinclair and Francis Sinclair own and are entitled to the undivided one half part of the fifth tract of lands herein before described That the interest which said Sinclairs own in all of the above lands came to them by descent from their mother Louisa Sinclair The Plaintiffs asks that said Charles W. Sinclair and Francis Sinclair and the unknown heir of Amon and Mary Stanton may be made parties hereto and that they may be required to answer to this petition The plaintiff therefore desiring to hold his said interest in severally asks that said Charles W. Sinclair and Francis Sinclair who reside in the State of Kansas and the unknown heir of Amon and Mary Stanton whose place of residence is unknown to the plaintiff may be made parties defendants to this petition and that the plaintiffs interest in said premises may be set off in severally and if the same cannot be done without manifest injury then that the said premises may be sold or other proper order in that behalf pursuant to the Statute in such case made and provided

W. C. Lawrence Attorney for Plaintiff

Afterwards to wit on the day of October 1878 the following proof of publication was filed with the clerk of said Court which reads as follows

Proof of publication

Legal Notice Charles W. Sinclair and Frances Sinclair and an unknown heir of Amon and Mary Stanton will take notice that a petition was filed against them on the 6th day of August A. D. 1878 in the Court of Common Pleas of Union County Ohio by James Fullington and is now pending wherein the said James Fullington demands partition of the following premises to-wit Forty Five Acres part of surveys Nos. 7492-9461 and 7789 which was willed by B. Harrington to Louisa Lock and by her to her children also fifty acres which was formerly assigned to Louisa Lock in dower part of survey 7789 Also twelve and ⅔ acres part of survey 7789 Also Mill and ⅓ acre part of survey 7789 and 5265 also twenty three and ⅓ acres part of survey 5265 All of said lands were formerly owned by the Lock heirs lying in Union Township Union County Ohio and that at the September term

of said Court application will be made by the said James Fallington for an order that partition may be made of said premises
Aug 6th 1878 6m 6m.10th James Fallington
The State of Ohio Union County S.S. } The undersigned being sworn says that a copy of the annexed notice was published for six consecutive weeks in the Marysville Tribune a newspaper of General circulation in the County of Union the first publication beginning with Aug 7th 1878. W. C. Shaver Sworn to and subscribed before me this day of October 1878 W. M. Winget Clerk.
Of leave to sit on the 10th day of October 1878 the following entry was made on the Journal of said Court which reads as follows to wit

Entry Appointment ad litem — James Fallington vs. Charles W. Sinclair et als } This day on motion to the court and it appearing that Charles W. Sinclair Francis Sinclair and the defendant Stanton whose name now appears to be Ellsworth Stanton are minors the court appointed Andrew Stevenson an attorney of this Court guardian ad litem for said infant defendants and the said Andrew Stevenson appeared accepted said appointment and filed his answer as such guardian ad litem

At the same time the following answer was filed with the clerk which reads as follows to wit

Answer — James Fallington vs. Charles W. Sinclair et als } In Union Common Pleas } Comes now Charles W. Sinclair Francis Sinclair and Ellsworth Stanton minor defendants by their guardian ad litem Andrew Stevenson and for answer to the petition against them filed in this proceeding say that they deny each and every allegation in the petition contained and ask that the Court protect their interests in this proceedings October 10th 1878
Charles W. Sinclair, Francis Sinclair & Ellsworth Stanton, by Andrew Stevenson their Guardian ad litem

Afterward to wit on the 10th day of October 1878 the following Entry was made on the Journal of said court which reads in the following words to wit

Entry — James Fallington vs. Charles W. Sinclair et als } Now came the said plaintiff by his attorney and thereupon this cause came on to be heard upon the petition and evidence and was argued by counsel upon due consideration the Court do find that due notice of the pendency of this action for more than forty days has been given prior to the 1st day of October 1878 and the Court do further find that the said James Fallington has the legal right to and is seized in fee simple of the part of said 45 acre lot first described in the petition that he also has a legal right to and is seized in fee simple of the 19/20 part of the 50 acre lot described in said petition that he also has a legal estate in and is seized in fee simple of the 1/2 of the Riverlands described in said petition The Court do further find that said Frances Sinclair and Charles W. Sinclair and Ellsworth Stanton are tenants in common with said plaintiff in said 50 acre lot in the following proportions the said Ellsworth Stanton is seized in fee simple of 1/24 part thereof the said Charles W. Sinclair and Frances Sinclair are each seized in fee simple of 9/24 part thereof

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Court do further find that Francis Sinclair and Charles M. Sinclair are tenants in common with the plaintiff in the lands in said petition described in the following proportions to wit They are each seized in fee simple of the part of the 45 acre lot described in said petition and they are each seized in fee simple of the 1/2 part of the other lands described in said petition 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 F. J. Seager Hiram Stokes O.A. Woodworth partition be made of said lands and that he cause to be set off and divided to the said plaintiff and to each of said defendants the part and portions of the said estate to which they are herein before severally found entitled and it is ordered that if in the opinion of the said commissioners said premises cannot be divided by metes and bounds without injury to the value thereof then that they appraise the same and of his proceedings herein the said Sheriff is ordered to make due return with out delay Conners & Benton

Afterwards to wit on the 11th day of October A.D. 1875 the following writ of partition was issued to the Sheriff of Union County which reads as the following words and figures to wit

Writ of Partition

The State of Ohio Union County S.S. To the Sheriff of said County Greeting We command you that without delay by the oaths of F. J. Seager Hiram Stokes and O.A. Woodworth you cause partition to be made of the following described premises situate in the County of Union and State aforesaid to wit Being part of U.M. Surveys No 7492 & 6184 & 7789 Beginning at a stake in the Homer road thence S. 45° W. 150 poles to a stone in the line of A.A. Woodworth thence N. 44½° W. 46 poles to a stake in said Woodworths line thence N. 45° E. 163/10 poles to a stake in the center of said Homer road thence S. 29° E. 47 9/10 poles to the beginning containing (45) Forty Five acres more or less Also of the following described premises being part of U.M. Survey No 7789 Beginning at an Elm tree corner to land owned by the heirs of Elisha Reynolds & corner to A.A. Woodworth thence N. 8° W. 25 poles to the southerly corner of Benjamine Harrings land thence with his line N. 46° E. 171 poles to a corner of land owned by the heirs of John Williams crossing the road at 114 poles thence S. 60° W. 16½ poles to a stone in the east side of the road. Thence with the road N 30° W. 14½ poles to a stone thence S. 46° W. 140 poles to a Burr Oak in the line of said Reynolds land thence with their line N 71° W. 25 poles to the beginning containing 50 acres Also part of U.M. Survey No 7789 bounded and described as follows Beginning at a burr oak southerly corner to dower lot set off to Louisa Locke in the division of the estate of John S. Locke thence with the southerly line of said dower N. 46° E. 140 poles to a stake in the center of the Homer Road thence with the center of said road S 30° E. 15 poles to a stake thence S. 46° W. (passing over a stone in the southerly line of said road 130 poles to a stake in the line of Luther Reynolds land thence with said line N 71° W. 17 9/10 poles to the beginning containing 12 acres & 140 poles more or less Also part of U.M. Surveys Nos 7789 & 5265 Beginning at a stake

in the center of the Homer road southerly corner to that part of the
dower of Louisa Locke upon the northerly side of said road Thence
with the line of said dower N. 60° E. 16½ poles to a stake Thence N 8° E 34
poles to a stake corner to said dower in the line of John Williams lands
Thence with his line S 63° E 14½ poles to a stake in the center of Frances
Creek Thence down the center of said creek 2 poles to a stake Thence N.
53° W. 84 poles to a stone Thence S 70° W. 59 poles to a stake in the
center of the Homer Road Thence with the center of said road N 30° W.
13 poles to the beginning containing 9⅓ acres more or less. Also part
of U.M. Survey No 5265 Beginning at a stake in the center of Frances
creek N. corner to Sarah E. Williams 19 acres wood lot Thence
with her south line and the South line of John Williams land S.
82° E. 285 poles to a stake S.E. Corner to John Williams in the E. line
of Survey No 5265 Thence with said line S 2½° W. 13 33/100 poles to a
stake Thence N 82° W. 285 poles to a stake in the center of said creek
13 33/100 poles to the beginning containing 23⅓ acres more or less
among the persons named herein and in the following proper-
tion to wit To James Fullington ½ Part To Charles H. Sinclair ½ part
To Francis Sinclair ½ part of the 45 acre lot To James Fullington ½
part To Ellsworth Stanton ½ part Charles H. Sinclair ½ part Francis
Sinclair ½ part of the 50 acre lot To James Fullington ½ part To Charles
H. Sinclair ½ part To Francis Sinclair ½ part of the other lands descr-
ibed in pursuance of an order table made in our Court of Common
Pleas within and for the said County of Union on a certain petition
for Partition wherein the said James Fullington is petitioner and
the said Charles H. Sinclair & 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 said Court
of Common Pleas at the Court House in Marysville this 11th day of
October A.D. 1878 Seal W. M. Winget Clerk
Afterwards to wit on the 14th day of October 1878 the above writ was by
the Sheriff returned and filed endorsed together with the report
of said Commissioners which return and report reads as follows
to wit

Return — As commanded by the foregoing writ of partition I have executed
the same by the oaths of F. J. Sager Hiram Stokes & A.A. Woodworth
causing said partition to be made as will appear by the report of
the Commissioners herewith returned Given under my hand This
12th day of October A.D. 1878 Fees 3.95 Com Fees 3.00 Total 6.95 J. Miller Sheriff

Commis Report — James Fullington Pls. vs. Charles H. Sinclair et al Defts } Union County ss. Court of Common Pleas
In Partition According to the command of the
writ of Partition in this case issued and on the
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 and we do estimate the value of the same
at 6927 ⁰⁰/₁₀₀ Dollars The above described lot of 45 acres at $250 being
$50 per acre The above described 50 acre lot at $ 2750 being $55
per acre The above described 12⅞ acre lot and 9⅓ acre lot $ 110.00

bring $50 per acre the above described lot of 23⅓ acres at $816.66 100
bring at the rate of $35 Dollars per acre. Given under our hands
this 12th day of October A.D. 1878 A.A. Wentworth, W. Stokes and
F. J. Sager Commissioners

Entry

afterwards to wit on the 14th day of October 1878 the following entry was
made in the journal of said Court which reads as the following to wit
James Fullington vs. George W. Sinclair Et als — This day this cause comes on for hearing upon the return of the sheriff and the report of the commissioners heretofore appointed herein and on motion to confirm the same and it appearing to the Court that said estate cannot be divided by metes and bounds without manifest injury to the premises and value thereof and the said commissioners have made and returned their appraisement of the several parts and parcels of said estate to wit in the sum of $1927.08 for the entire premises as follows The tract or parcel containing 45 acres at the sum of $2250 00 that being $50 00 per acre The tract or parcel containing 50 acres at the sum of $2750 00 that being 55 00 per acre The tracts or parcels containing 12⅞ & 9⅓ acres respectively at the sum of $1110,41 that being $50 per acre The tract or parcel containing 23⅓ acres at the sum of $816. by that being $ 35 00 per acre The court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same in all respects And it appearing to the Court that the said James Fullington has elected to take all of the said several tracts and parcels of land at the said appraisement and valuation and that being no order or agreement to the contrary as to payment the same are upon payment of the in hand payment being one third thereof by said Fullington and upon his securing the second and third payments in one and two years from this date with interest adjudged to him and the sheriff is ordered to convey said premises to him accordingly by deed in fee simple It is further ordered that the sheriff out of the proceeds arising from said sale pay First to the Treasurer of Union County the sum of $54,27 being the taxes and penalty due on said premises Secondly to the clerk of this court the costs of this action (including a counsel fee of $89 45 to W. C. Lawrence and Cameron and Benton for their services) taxed to $138.37 Thirdly and of the residue of the in hand payment to pay to Charles W. Sinclair and Francis Sinclair the sum of $274,41 each making together the sum of $ 548.82 to Ellsworth Stanton the sum of $ 35.05 and that the plaintiff retain the residue in the sum of $ 1532.32 And it is further ordered that the notes and securities for the 2d and 3d payments be made payable as follows To the said Charles W. Sinclair the sum of $ 299,48 on the 14th day of October 1879 and a like sum to him on the 14th day of October 1880 with interest on each payment from the 14th of October 1878 To the said Francis Sinclair the said sum of $299 48 October 14th 1879 and a like sum October 14th 1880 with interest from October 14th 1878. To the said Ellsworth Stanton the sum of $38 72 October 14th 1879 and a like sum October 14th 1880 with interest from october 14th 1878

Attest W. M. Winget Clerk

Petition

Heard before his Honor Thomas Dew Presiding Judge of a court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 thereafter to wit on the 9th day of Aug 1878 the following petition was filed with the Clerk of said court which reads as the following words and figures to wit

Samuel S. Nonnemaker
Plaintiff v.s.
Mary Nonnemaker, Lucinda Atkinson, William Atkinson her husband, Charles Curry, Lila Curry, Ada Curry, William Curry, Martha Stephens, John Stephens, Minnie Stephens, Marion Stephens, Nancy Nonnemaker, and Martha Nonnemaker

Court of Common Pleas Union County Ohio
Plaintiff says On or about the day of May A.D. 1878 one John Nonnemaker late of Union County Ohio died intestate seized of an estate in fee simple in the following real estate situate in the said County of Union to wit Part of Survey number 1140 Beginning at a line on the margin of the Mill Creek Road South Westerly Corner to James Curry land thence with his line N. 28° W. 32 poles to a Burr Oak thence S. 29° W. 23½ poles to a Stone thence crossing the Creek S 70° W. 28 poles and four links to a stone thence correcting the corner S. 39½° W. 16 poles to an ash sapling stopped down thence S 70° W. 39 poles and four links to a walnut sapling thence S 2° W. 32 poles and ten (10) links to a stone South Easterly corner to Nelson Ones thence with the line correcting the Corner S. 39° W. 100 poles to three sugars (the one) one standing westerly corner to Nelson One thence correcting the Corner with the original line S 86° E. 155 poles to a Hickory and two ashes both gone, Original corner thence correcting the corner N. 54° E. 226 poles to the beginning containing one hundred ninety one and three fourths acres (191¾) Excepting Four rood and about one acre sold to Gottlieb Beck. The said John Nonnemaker left Mary Nonnemaker his widow who is entitled to dower in said premises the same in said County of Union The said premises described to the following persons only Sons and legal representatives of the said John Nonnemaker deceased subject to said dower I The plaintiff who is a son of the said John Nonnemaker deceased II Lucinda Atkinson a daughter of the said John Nonnemaker deceased and wife of one William Atkinson they reside in Madison County in the State of Ohio III Charles Curry Lila Curry and Ada Curry Minor Children of Catharine Nonnemaker a daughter of the said John Nonnemaker deceased the said Catharine Nonnemaker intermarried with one William Curry and afterward died intestate leaving issue of said Marriage Charles Curry, Lila Curry, and Ada Curry her only children and heirs who reside with their father William Curry in the said County of Union and State of Ohio The said William Curry is entitled to Curtesy in the estate of said Children IV Martha Stephens, John Stephens, and Minnie Stephens minor Children of one Marguetta Nonnemaker a daughter of said John Nonnemaker deceased The said Marguetta Nonnemaker intermarried with one Marion Stephens and afterwards died intestate leaving issue of said marriage Martha Stephens, John Stephens, and Minnie Stephens her only children and heirs who reside with their father Marion Stephens in the County of Madison State of Ohio the said Marion Stephens is entitled to Curtesy in estate of said Children V Nancy Nonnemaker who is the daughter of the said John Nonnemaker deceased and who resides in Union County Ohio VI

Praecipe

Summons
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Sheriff's Ret.

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Martha Nonnemaker who is a daughter of the said John Nonnemaker deceased and who resides in said County of Union State of Ohio. The parties above named have the following undivided estate in said premises I Your petitioner the plaintiff one undivides one sixth part in fee II The said Lucinda Atkinson one undivided sixth in fee III The said Charles E. Curry Illoy Lula Curry and Addison S. Curry each one undivided eighteenth in fee subject to the Curtesy of their father William Curry IV The said Martha A. Stephens John B.S. Stephens and Minnie Stephens each one undivided eighteenth in fee subject to the Curtesy of their father Marion Stephens V The said Nancy Nonnemaker one undivided sixth in fee VI The said Martha Nonnemaker one undivided sixth part in fee. The prayer of the plaintiff is that the said Mary Nonnemaker Lucinda Atkinson William Atkinson her husband and Charles Curry, Lula Curry, Ada Curry William Curry their father Martha Stephens John Stephens Minnie Stephens, Marion Stephens their father Nancy Nonnemaker and Martha Nonnemaker be made parties defendant to this petition and your petitioner desiring to hold his said interest in severalty prays that partition may be made of said premises and that the dower of the said Mary Nonnemaker may be assigned or if partition cannot without manifest injury be made then that said premises may be sold or such other order taken pursuant to statute as the case may come and for all proper relief. Robinson and Piper Attorneys for plaintiff

State of Ohio Union County S.S. } Samuel S. Nonnemaker being duly sworn says the facts stated and allegations in his foregoing petition are as he verily believes true

S.S. Nonnemaker

Sworn to before me by Samuel S. Nonnemaker and by him subscribed this 9th day of August A.D. 1878 W. H. Winget Clerk

Praecipe — To Clerk Issue summons upon the petition in the above case to Sheriff of Madison County Ohio Lucinda Atkinson, William Atkinson, Marion Stephens, Martha Stephens a minor 15 years of age John Stephens a minor 13 years of age and Minnie Stephens a minor 9 years of age and summons to Sheriff of Union County of Ohio for Mary Nonnemaker Nancy Nonnemaker Martha Nonnemaker William Curry Charles Curry a Minor 16 years of age Lula Curry 14 years of age and Ada Curry 11 years of age. Endorse Petition for Partition and assignment of dower

Robinson and Piper Attorneys for Plaintiff

Aftemard to wit on the 9th day of August A.D. 1878 The following summons is issued by the clerk to the sheriff of Union County which reads as follows to wit

Summons to Sheriff U.C. — The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting We command you to notify Nancy A. Nonnemaker, Martha Nonnemaker William Curry, Charles Curry a minor 16 years of age Lula Curry 14 years of age Ada Curry 11 years of age that they and others have been sued by Samuel S. Nonnemaker in the Court of Common Pleas of Union County and that unless they answer by the 9th day of September A.D. 1878 the petition of the said Samuel S. Nonnemaker 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 19th day of August A.D. 1878. Witness my hand and the seal of said Court this 9th day of August A.D. 1878

Seal

W. H. Winget Clerk

afterwards to wit on the 10th day of August A.D. 1878 The afore writ was by the Sheriff returned and filed endorsed in the following words to wit

Return — The State of Ohio Union County ss. Received this writ August 9th A.D. 1878 at one O.Clock P.M. and pursuant to its command served the same August 13th 1878 by delivering to each of the within named Nancy A. Nonnamaker and Martha Nonnamaker a certified copy thereof with the endorsements thereon and on the same day Aug 13th 1878 I delivered to each of the within named minors Charles Lulu Curry and Ada Curry a certified copy of this writ with the endorsements thereon and on the same day by leaving at the usual place of residence of the within named William Curry a certified Copy thereof with the endorsements thereon And on the same day by leaving a certified copy of this writ with the endorsements thereon for each of the above named minors Charles Curry Lulu Curry and Ada Curry at their usual place of residence of William Curry pa guardian of said minors Fees 5 40 J. J. Miller Sheriff.

On the same day to wit the 9th day of August A.D. 1878 the following writ was issued by the Clerk of said Court to the Sheriff of Madison County which reads as follows to wit

Summons issued to Sheriff &c — The State of Ohio Union County ss. To the Sheriff of the County of Madison Greeting. We command you to notify Lucinda Atkinson, William Atkinson Marion Stephens, Martha Stephens, a minor 15 years of age John Stephens a minor 13 years of age and Minnie Stephens a minor 9 years of age that they and others have been sued by Samuel S. Nonnamaker in the Court of Common Pleas of Union County and that unless they answer by the 7th day of September A.D. 1878 the petition of said Samuel S. Nonnamaker 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 12th day of August A.D. 1878. Witness my hand and the seal of said Court this 9th day of August A.D. 1878 (Seal) W. M. Winget Clerk

afterward to wit on the 15th day of August A.D. 1878 the afore writ was by the Sheriff of Madison County returned and filed endorsed as follows to wit

Return — The State of Ohio County ss. Received this writ August 10th A.D. 1878 at 8 Oclock M. and pursuant to its command served on the 12th day August A.D. 1878 each on the said Lucinda Atkinson by delivering to her a true copy of the same with the endorsements thereon and on the same day served on the said Martha Stephens John Stephens and Minnie Stephens by delivering to each of them a true copy of this writ with said endorsements thereon also served on said William Atkinson and Marion Stephens by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of each of them Fees $9 65

Williams Jones Sheriff Madison Co.

afterward to wit on the 12th day of Sept A.D. 1878 The following entry was made in the journal of the court which reads as the following words to wit.

Entry — Samuel S Nonnamaker Plaintiff vs. Mary Nonnamaker et. als. And now comes the plaintiff by his Attorneys and moves the Court for the appointment of a Guardian for the suit for Martha Stephens, Charles Curry, and Lula Curry, of the age of fourteen years and who have neglected for more than twenty days from

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return of summons served upon them to apply for guardian ad litem and John Stephens Minnie Stephens and Ada Curry under the age of fourteen years and have been duly and legaly served with summons herein And thereupon the Court appoints W. C. Lawrence Guardian for the suit for said minor defendents And now comes the said W. C. Lawrence and in open Court accepts said appointment afterwards to wit on the 17th day of September the follow writ of Partition was issued to the Sheriff of Union County which reads as follows to wit

Writ of Partition

The State of Ohio Union County S.S. } To the Sheriff of said County Greeting We command you that without delay by the oaths of Alfred McCampbell Andrew Gill and A. S. Mowry you cause to be set off and assigned to Mary Nonnemaker widow of John Nonnemaker 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 the said County of Union to-wit Part of Survey No 11440 Beginning at a stone in the margin of the Mill Creek road South Westerly corner to James A. Curry and thence with his line S 28° W. 32 poles to a Burr Oak thence N. 29° W. 23½ poles to a stone thence correcting the corner S 70° W. 28 poles and 4 links to a stone thence correcting the corner S 39½° W 15 poles to an Ash Sapling down thence S 75° W. 39 poles and 4 links to a walnut sapling Thence S 2° W. 32 poles and 7 links to a Stone South easterly corner to Nelson Cones thence with his line correcting the corner S 89° W. 109 poles to 3 Sugars (2 down) on standing Westerly corner to Nelson Cone thence correcting the corner with the original line S 36° E. 155 poles to a Hickory and 2 ashes both Gone original corner thence correcting the corner N. 54° E. 226 poles to the beginning containing 191¾ acres Excepting Grave yard and about one acre sold to Gottlieb Nick Subject to said Dower estate among the persons named herein and in the following proportions to-wit To Samuel Nonnemaker one sixth (1/6) part To Lucinda Atkinson 1/6 part To Nancy Nonnemaker 1/6 part To Martha Nonnemaker 1/6 part To Charles, Curry, Lula Curry, Ada Curry, Martha A. Stephens, John B. S. Stephens, and Minnie Stephens each 1/18 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 and dower wherein the said Samuel Nonnemaker petitioner and Mary Nonnemaker & 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 Marysville this 17th day of September A. D. 1878 Seal W. H. Winget Clerk

Afterwards to wit on the 11th day of October A. D. 1878 the above writ was by the sheriff returned and filed Endorsed together with the report of said Commissioner which reads as the following words and figures to wit

Sheriffs return

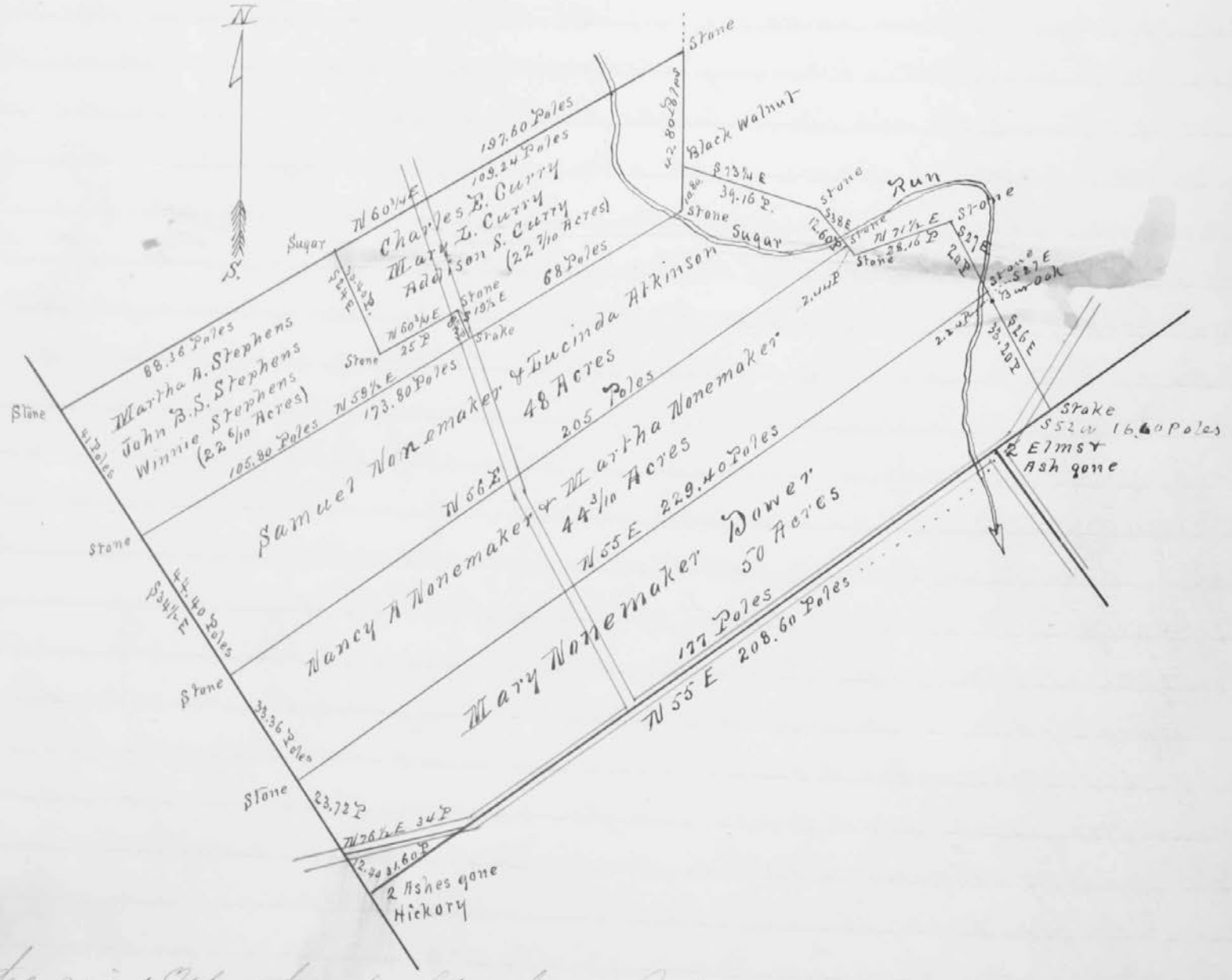
As commanded by the foregoing writ of Partition and Dower I have executed the same by the oaths of A. S. Mowry, Alf. McCampbell, and A. Gill assigning Dower to be assigned to widow of John Nonnemaker deceased and partition to be made of the premises in said writ described all of which will more fully appear by reference to the report of the said Commissioners herewith returned. Given under my hand this 10th day of October A.D. 1878

Fees $3.00 J. J. Miller Sheriff By G. C. Edwards Deputy Sheriff

Commis Report

Samuel Nonnemaker
against
Mary Nonnemaker & Others

Union County S. S. Court of Common Pleas
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 sworn and upon actual view of the premises do set off and assign to the said Mary Nonnemaker 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 Plain City and California Gravel Road and in the westerly line of Survey No 1440 Thence with said line N 34½° W. 23 77/100 poles to a stone Thence N 55° E. 229 40/100 poles to a stone in the westerly line of the James G. Envy farm Thence with said line S 27° E 2 27/100 poles to a Burr oak Thence S. 26° E. 33 20/100 poles to a stake in the south line of said survey No 1440 Thence with said line S 52° W. 16 6/100 poles to a stake 2 Elms and ash North easterly corner to survey No 5126 in the center of said Plain City and California Grave Road Thence with said line and the center of said road S 55° W. 177 poles to a stake Thence leaving said line and continuing with the center of said road S 76½° W. 34 poles to the Beginning Containing 50 acres Part of Survey No 1440 And we do make partition of the balance of said estate after setting off said Dower as follows



To the said Martha A. Stephens, John B. S. Stephens and Winnie Stephens jointly and as tenants in common so much of said lands as are contained in the following bounds Beginning at a stone South Westerly corner to Nelson Ones land and in the westerly line of Survey No 1440 Thence with said line S 34½° E. 41 poles to a stone Thence N 59½ E. 105 80/100 poles to a stake in the center of the Bryant Road Thence with the center of said road N 19½ W. 8½ poles to a stone Thence S 60¾° W. 25 poles to a stone Thence N 24° W. 39 40/100 poles to a sugar tree in the southerly line of said Nelson Ones land Thence with said line S 60¾° W. 88 36/100 poles to the Beginning

Entry

Samuel

containing 22 9/10 acres Part of Survey No 1440 To the said Charles E Curry
Mary L. Curry (or Mrs M. Curry) and Addison S. Curry jointly and as tenants in common
so much of said lands as are contained within the following bounds
Beginning at a stone south easterly corner to Nelson Cones land thence
with the southerly line of said land S 60 3/4° W. 109 27/100 poles to a sugar
tree Thence S 21° E. 30 40/100 poles to a stone Thence N 60 3/4° E 25 poles to
a stone in the center of the Beard Road Thence with the center of said
road S. 19 1/2° E. 8 1/2 poles to a stake in the Northerly line of a lot herein
assigned to Samuel S. Nonnemaker and Lucinda Atkinson Thence
with said line N 59 1/2° E. 68 poles to a stone Thence North 42 80/100 poles
(passing a Blackwalnut corner to the James A. Curry Farm at 10 80/100
poles) to the beginning containing 22 9/10 acres Part of Survey No 1440
To the said Samuel S Nonnemaker and Lucinda Atkinson jointly
and as tenants in common so much of said lands as are contained
within the following bounds Beginning at a Black Walnut corner
to the James A. Curry farm thence with a line of said farm S 73 1/2° E.
39 6/100 poles to a stone corner to said farm thence with another line of
said farm S 38° E. 12 60/100 poles to a stone corner to a lot herein assigned
to Nancy A. and Martha Nonnemaker Thence with the Northerly line
of said lot S 56° W. 205 poles to a stone corner to said lot in the west
line of Survey No 1440 thence with said line N 34 1/2° W. 101 40/100 poles
to a stone thence N 59 1/2 E. 173 80/100 poles to a stone Thence North 10 80/100 poles
to the beginning Containing 48 acres Part of Survey No 1440.
To the said Nancy A. Nonnemaker and Martha Nonnemaker jointly
and as tenants in common so much of said lands as are contained
within the following Bounds Beginning at a stone north westerly
corner to the lot herein assigned to Mary Nonnemaker as her Dower
Estate and in the westerly line of Survey No 1440 thence with said
line N 34 1/2° W. 33 36/100 poles to a stone corner to the lot herein assigned
to Samuel S. Nonnemaker and Lucinda Atkinson Thence with the
southerly line of said lot N 56° E. 205 poles to a stone corner to said lot
in the line of the James A. Curry farm Thence with lines of said farm
S 38° E. 2 44/100 poles to a stone Thence N 71 1/2° E. 28 60/100 poles to a stone thence
S 27° E 20 poles to a stone corner to the Dower lot thence with the north-
erly line of said lot S 55° W. 229 40/100 poles to the beginning Containing
44 3/10 Acres part of Survey No 1440.

Fees. Alf. McN. Campbell commissioner 3 days $3.00 Same marker
2 days $2.00 A. Gill Commissioner 3 days $3.00 same chain carrier 2 days
$2.00 A.S. Mowrey Commissioner 3 days $3.00 same Surveyor 2 days $8.00
same making plat and report and calculations $2.00 William Curry
chain carrier 2 days $2.00 Samuel. S. Nonnemaker Pole carrier and
for setting stones at corners $4.00

Given under our hands this 25th day of September A.D. 1878
Alf. McN. Campbell, A. Gill, A. S. Mowrey Commissioner.

Afterwards to wit on the 12th day of September A.D. 1878 the following
entry was made in the journal of said Court which reads as follows to wit

Entry — Samuel S. Nonnemaker vs. Mary Nonnemaker et als. — And now came the said Samuel S Non-
nemaker by Robinson and Piper his Attor-
neys 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 the defendants have been duly notified of the pendency of this action by the service of Summons and that the said Samuel S Pommemaker has a legal right to and is seized in fee simple of an undivided sixth part of said premises and the court do further find that the said Lucinda Atkinson Charles Curry Lula Curry Ada Curry Martha Stephens John Stephens Minnie Stephens Nancy Pommemaker and Martha Pommemaker are tenants in common in said premises with said Samuel S Pommemaker in the following proportions to wit Lucinda Atkinson an undivided equal sixth part thereof the said Charles Curry one undivided equal eighteenth part thereof the said Lula Curry Ada Curry Martha Stephens John Stephens and Minnie Stephens one undivided equal eighteenth part each the said Nancy Pommemaker and Martha Pommemaker one undivided equal sixth part each and that the said Mary Pommemaker is entitled to dower therein It is therefore ordered that a writ of Partition issue to the Sheriff of said County of Union commanding him that by the oaths of Alfred H. Campbell Andrew Gill and Andrew S. Mowry one full equal third part of said premises in said petition described to set off and assigned to the said Mary Pommemaker as her dower estate and that by the like oaths of the said Alfred H. Campbell Andrew Gill and Andrew S. Mowry partition be made of said lands subject to said Dower estate in the following proportions to wit to the said plaintiff Samuel S. Pommemaker one sixth part to Lucinda Atkinson one sixth part to Nancy Pommemaker one sixth part to said Martha Pommemaker one sixth part to the said Charles Curry Lula Curry Ada Curry Martha Stephens John Stephens and Minnie Stephens one eighteenth part each and it is further ordered that the said Sheriff return his proceedings in the premises forthwith

Afterwards to wit on the 11th day of October A.D. 1875 the following entry was made in the Journal of the said Court which reads as the following words and figures to wit

Entry

Samuel Pommemaker
vs.
Mary Pommemaker et al.

On motion of the Court by Robinson and Piper counsel for petitioner and upon producing the proceedings of the Sheriff and also the report and proceedings of the Commissioners herein before appointed and the same being examined It is ordered that said proceedings and report be and the same are hereby approved and confirmed and that the said partition as severally the shares set off and assigned to each respectively by said commissioners and it is further ordered that the costs and expenses including an attorney to Robinson and Piper of $106.50/100 taxed to & be paid within thirty days from this date in the following proportions to wit the said Samuel Pommemaker Lucinda Atkinson Nancy Pommemaker and Martha Pommemaker one equal sixth part each and the said Charles Curry Mary Lula Curry Addison L Curry Martha A. Stephens John H. S. Stephens and Minnie Stephens one equal eighteenth part each and in default thereof that execution issue therefor

Attest W. H. Wings Jr Clerk

John L Porter Judge

Heard before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1878 Heretofore to wit on the 15th day of July A.D. 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to wit

2967 Petition

Mary M. Newlove et al. } To the Court of Common Pleas within and for the
vs. } County of Union and State of Ohio. Your petitioners
Nancy Omrine et. al. } Mary M. Newlove and John Newlove of the County of Union
respectfully represent that the said Mary M. Newlove
has a legal right to and is seized in fee simple of one undivided sixth
part of the following Real Estate to wit Situate in the County of Union
and State of Ohio part of Survey No 2072 Bounded and described as follows
Beginning at a stone in the northwest corner of said Survey Thence east
on the north line of the survey S 87° 56' E. 90 poles to a stone placed as the
N. W. Corner of the land conveyed to Addison See Thence S 8¾° E. 137 100
poles to a corner in the line of land conveyed to Philip Snyder Thence with
the line of Snyder S 81° 30' W. 90 poles to a corner in the W line of the original
Survey Thence with the Survey line N 11½° W. 137 100 poles to the place of
beginning Containing 77 acres & 64 poles more or less for further des-
ription reference is had to said Records of said County in Book No 30 page
138 Also another tract in said County and State part of Survey No 5390
Bounded and described as follows Beginning at a Beech and Sugar
tree the South east corner of land deeded by David Wilson Thence S. 88 E.
110 poles to two beeches and an Ironwood the corner of Samuel Reeds
land Thence N. 10° W. 116 Poles to one hickory and walnut Thence S 80° W.
100 poles to two Beeches and a sugar tree Thence S 10° E. 116 Poles to the
Beginning containing one hundred acres more or less Also another
tract of land Situate in the County and State aforesaid part of Survey
No 5390 Bounded and Described as follows Beginning at a large
Hickory in the original west line of said Survey Thence N 80° E. 140 poles to two
Beeches and a Sugar tree Thence S 10° E. 51 Poles to a stake Thence S 80° W
140 poles to a Stake in said west line Thence N 10° W. 51 Poles to the
Beginning containing 46 acres more or less Also another tract of land
Situate in the same County and State part of Survey No 5390 Bounded
and described as follows Beginning at three Elms the Original corner
of said Survey Thence N 10° W. 95 poles to a stake in the corner of land
conveyed to L. Russell Thence with her line N. 80° E 140 poles to a stake
Thence S 10° E. 95 poles to a Beech and sugar tree Thence S 80° W. 140
Poles to the place of Beginning Containing Eighty Three & ¾ Acres
be the same more or less For further description reference is made
to said record for said County in Book No 31 Page No 179 Also ano-
ther tract situate in the same County and State Bounded and descri-
ed as follows Part of Survey No 5503 Being that part of said Survey
devised by Chambers Agnes to Sophia Mills during her lifetime to wit
Bounded on the west by land formerly owned by Edison now owned by
Stanley Bellen on the South by land owned by George Coder on the South
by land owned by Josiah Wallace & Geo. P. Crop. Co road being
between this land and the lands of Wallace and Crop Said on the east

by land of D. G. Crop. Containing 40 acres more or less and for more particular discription reference is here by made to a deed recorded in Book No 34 Page 458 of the Records of the said county Also another tract Situate in the same County and State and in survey No 5503 Bounded and described as follows Beginning at two ashes and two oaks N.W. Corner to lot No 1 and in the line of the Original Survey Thence with the line of said Survey connecting the Corner thereof N 11° W. 112 poles to three sugar trees Thence N. 80° 35' E 89 poles to four Beeches Thence S. 11 E. 112 poles with the line of lot No 3 sold to O. Cypher to a stake witness a Sycamore Beech and Elm in the line of lot No 1 Thence with the line of lot No 1 S 80° 35' W. 89 poles to the beginning after deducting 30 acres which is described in a deed from Joseph Watkins administrator of Joseph Watkins deceased being dated February 15 1844 to Richard Wheeler and which was recorded Feby 17th 1854 in Book No 17 Page 288 & 289 in Union County Records of deeds leaving the amount in this tract above described last Fifty Six Acres more or less Your petitioners further are that Sarah E. Shan intermarried with Oliver Shan, Ellsworth Omeine Henry A. Omeine Martha E. Bonnett intermarried with Lewis Bonnett and Abraham Omeine Jr. all of the said County of Union are tenants in common with the said Mary E. Newlove in the said premises and that Nancy Omeine widow of Abraham Omeine Lately deceased is entitled to dower in said premises Your petitioner therefore says that partition of said lands may be made and the dower of the said Nancy Omeine be assigned therein or if the same cannot be done without manifest injury thereto then such proceeding may be had in the premises as are authorized by law Cameron and Benton Atty for Plaintiff.

Afterwards to wit on the 21st day of Aug 1878 the following notice was filed with the Clerk of said Court which reads as the following words to wit

Notice To Nancy Omeine, Sarah E. Shan, and Oliver Shan, Ellsworth Omeine, Henry A. Omeine, Martha E. Bonnett, Louis Bonnett and Abraham Omeine Jr. will take notice that a petition was filed against them on the 2 day of July A. D. 1878 In the court of Common Pleas within and for the County of Union by Mary M. Newlove and John Newlove and is now pending wherein said Mary M. Newlove and John Newlove demandes partition of the following real estate to wit Situate in the County of Union and State of Ohio East of Survey No 4072 Bounded and described as follows Beginning at a stone in the Southwest corner of said survey Thence East on the North line of the survey N. 81° 36' E 90 poles to a stone placed as the N.W. corner of the land conveyed to Addison Lee Thence S 8½ E. 137 100 poles to a corner in the line of land conveyed to Philip Snyder Thence with the line of Snyder S 81° 30' W. 90 poles to a corner in the W. line of the original survey Thence with the survey line N 11½ W. 137 100 poles to the place of Beginning containing 77 acres and 64 Poles more or less For further discription reference is had to said Records of said County in Book No 30 Page 138 Also another tract in said county and State East of Survey No 5390 Bounded and described as follows Beginning at a beech and sugar tree the south east corner of land deeded by David Miller Thence S 80° E 110 Poles to two beeches and an iron and the corner of Samuel Hubs land Thence N 10° W. 146 Poles to a hickory and walnut Thence S 80° W. 100 poles to two Beeches and a sugar tree Thence S 10° E. 146

Poles to the Beginning containing one hundred acres more or less Also another tract of land situated in the County and State aforesaid Part of Survey No 5390 Bounded and described as follows Beginning at a large hickory in the original east line of said Survey Thence N 80° E. 140 poles to two Beeches and a sugar tree Thence S 10° E. 51 Poles to a Stake Thence S. 80° W. 140 Poles to a stake in said west line Thence N 10 W 51 Poles to the Beginning containing 46 acres more or less Also another tract of land Situated in the same County and State Part of Survey No 5390 Bounded and described as follows Beginning at three Elms the Original corner to said Survey Thence N. 10° W. 95 Poles to a stake in the corner of land conveyed to D. Russell Thence with her line N 80° E. 140 Poles to a stake Thence S 10° E. 95 poles to a Beech and Sugar tree Thence S 80° W. 140 Poles to the place of Beginning containing Eighty three & 3/4 acres be the same more or less for further discription reference is made to deed records for said county in Book No 31 Page No 179 Also another track situate in the same County and State Bounded and described as follows Part of Survey No 5303 Being that part of said Survey divided by Chambers Haynes to Sophia Mills during her lifetime to wit Bounded on the west by land formerly owned by Edison now owned by Stanley Bellew on the North by land owned by George Corder on the South by land owned by Josiah Westlake & Yes P. Corp. (A road being between this land and land of Westlake and Corp.) and on the east by land of A. G. Corp. containing 40 acres more or less and for more particular discription reference is hereby made to a deed recorded in Book No 31 Page 458 of the records of the said County Also another tract situate in the same County and State and survey No 5303 Bounded and described as follows Beginning at two ashes and two Oaks at Dr. Corner to Lot No 1 and on the line of the original survey thence with the line of said Survey continuing the course thereof N 11 W. 112 Poles to three sugar tree Thence N. 80° 35' E 80 Poles to four Beeches Thence S. 11° E. 112 Poles with the line of Lot No 3. sold to C. Haynes to a stake witness a Sycamore Beech & Elm in the line of Lot No 1 Thence with the line of lot No 1 S 80° 35' W. 86 Poles to the Beginning after deducting 30 acres which is described in a deed from Joseph Watkins administrator of Joseph Watkins deceased bring dated Feb 15th 1844 To Richard Wheeler and which was recorded Feb 17th 1854 in Book No 17 Pages 288 & 289 in Union County Record of Deeds leaving the amount in this last above described tract fifty six acres more or less And that at the next term of said Court the said Mary M. Newlon and John Newlon will apply for an order that partition may be made of said premises Dated this 15th day of July A. D. 1878 Cameron & Benton Pltffs Atty.

We hereby acknowledge to have received due and legal service of this notice and we hereby expressly waive all further notice and all questions of time and manner of service and fully enter our appearance to this action August 2 1878. Mary M. Newlon, Henry W. Amerine, John Newlon, Sarah E. Shaw, Marella E Bennett, Lewis S. Bennett Oliver Shaw, Ellsworth Amerine, as guardian of Abraham Amerine Ellsworth Amerine, Abraham M. Amerine Nancy her x mark Amerine

afterwards to wit on the 21st day of September 1878 The following report of the survey of said county of a amicable partition was filed with the Clerk of Said Court which reads in the following words and figures to wit

Mary M. Newlove et al Plaintiff vs. Nancy Amrine et als

The annexed report of a revision of the lands and tenements described in the petition in this case I hereby certify to have been made by me at the request of all the parties hereto and agreeable to an amicable partition agreed upon by said parties And the parts and portions as shown by the report and plat are fully in accordance with said request and amicable partition said Ellsworth Amrine acting on behalf of his mind the said Abraham Amrine the said revision is made and said Nancy Amrine is to still hold her dower in each share of the estate but waives the assignment of the same in this proceedings F. J. Sager Surveyor of Union County in State of Ohio.

We hereby consent and agree to this amicable partition Ellsworth Amrine as guardian of Abraham Amrine, Ellsworth Amrine, Abraham M. Amrine, Mary M Newlove, Henry H. Amrine, John Newlove, Sarah E. Shaw, Martha E Bennett, Lewis J Bennett, Oliver Shaw, Nancy her × Amrine mark

Report

Lot No one To Ellsworth Amrine described as follows to wit Situated in the State of Ohio in Union County in Paris Township Being part of Original V.M.S. No 5503 Beginning at a stake South West corner to said survey thence with the west line of said Survey at 9° W. 194 Poles to a stake and Stone south west corner to V. S. Chandlers land thence with his line and the line of D. H. Daniels land N 82° E. 80½ poles to a stone corner to D. G. Cross land thence with his line S 9° E. 70.19 poles to a stone corner to lot No 2. thence with the line of Lot No 2 S 82° W. 42 poles to a stake and stone thence with another line of lot No 2. S 9° E. 123.81 poles to a stone in the original survey line thence with said line S 82° W. 38½ poles to the place of beginning containing (64) Sixty Four Acres of land

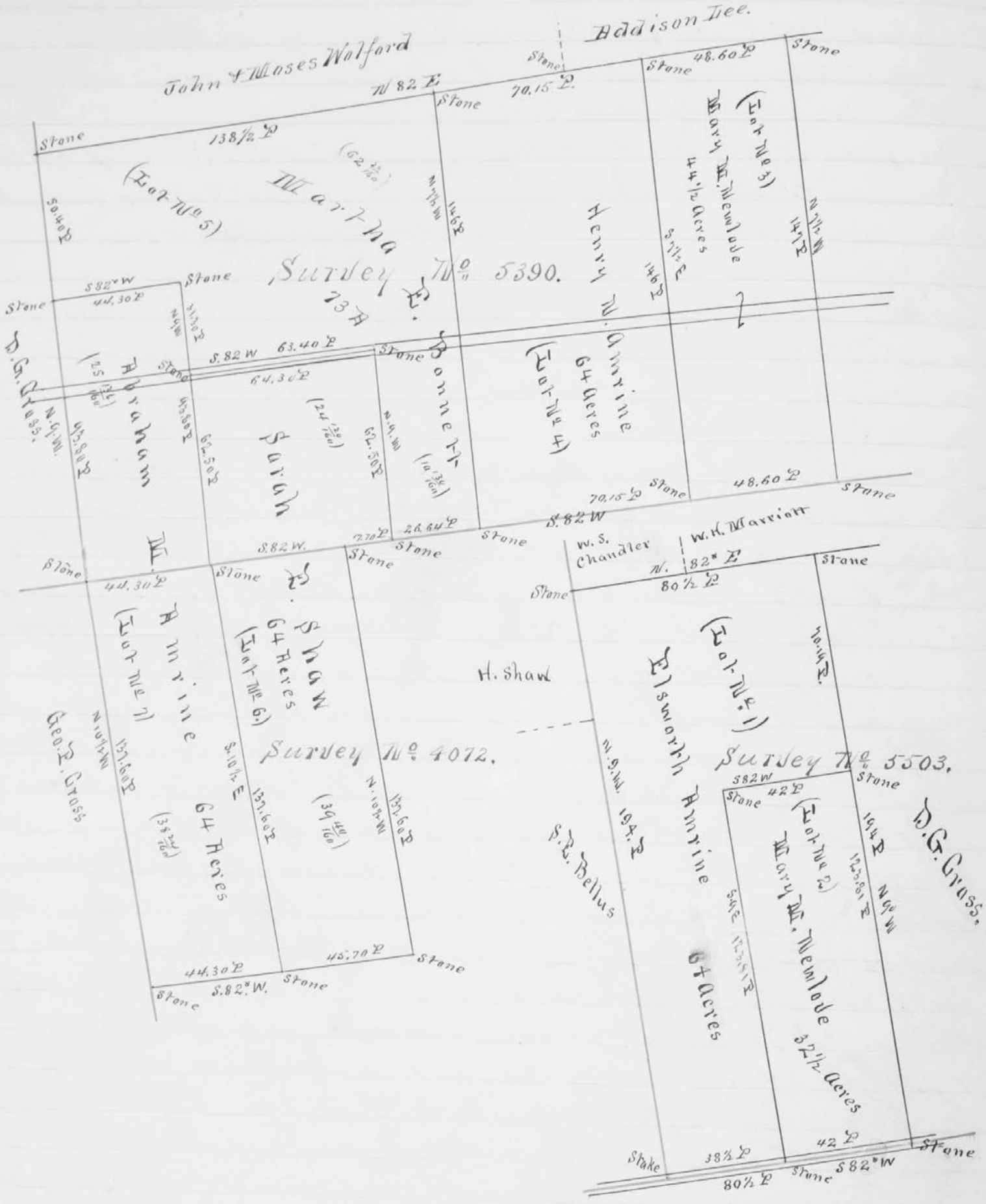
Lot No 2. To Mary M. Newlove described as follows to wit. Situated in the state of Ohio in Union County in Paris Township Being part of original V. M. S. No 5503. Beginning at a stone south west corner to the lands of D. G. Cross in the south line of said Survey thence with said survey line S 82° W. 42 poles to a stone a corner to lot No 1 thence with said lot line N 9° W. 123.81 poles to a stake and stone thence with another line of said lot No one N 82° E. 42 poles to a stake and stone in the line of D. G. Cross land thence with his line S 9° E 123.81 poles to the place of Beginning Containing (32½) Thirty two and one half acres of land Also to Mary M. Newlove Lot No 3 described as follows to wit Situated in the state of Ohio in Union County in Paris Township Being part of Original V. M. S. 5500 Beginning at a stone in the south line of said Survey and southwest corner to John Newlove's land thence with the said Survey line S 82° W. 48.60 poles to a stone corner to lot No 4 thence with the line of Lot No 4 N 7½° W. 148 poles to a stone in the line of Addison Sees land thence with his line S 82° E 48.60 poles to a stone corner to John Newlove's land thence with his line S 7½ E. 147 poles to the place of beginning containing (44½) Forty four and one half acres of land

Lot No 4 To Henry H. Amrine Described as follows to wit. Situated

in the State of Ohio in Union County in Paris Township Being part of Original U.M.S. No 5390 Beginning at a stone in the south line of said survey and south west corner to lot No 3. thence with said survey line S 82° W. 70.15 P. to a stone corner to lot No 5 thence with the line of said lot N 7½ W. 146 poles to the line of John and Moses Holford thence with their line and the line of Addison Lee N 82° E 70.15 poles to a stone corner to lot No 3 thence with the line of said lot S 7½ ° E. 146 poles to the place of beginning containing (64) Sixty four acres of land Lot No 5 to Martha E Bennetts. Described as follows to wit Situated in the State of Ohio in Union County in Paris Township Being part of original U.M. Survey No 5390 Beginning at a stake and stone in the west line of said survey thence with said line S 9° E. 3.40 p to a stone corner to lot No 7 thence with the lines of lot No 7 N 82° E. 44.30 p. to a stone thence S 9° E. 31.30 poles to a stone in the center of a road thence with said road N 82° E. 63.40 poles to a stone corner to lot No 6 thence S 9° E. 62,50 poles to a stone in the south line of said survey thence with said survey line N 82° E. 26.64 poles to a stone corner to lot No 6 thence with a line of said lot N 7½ ° W. 146 poles to a stone in the line of John and Moses Holford thence with this line S 82° W. 138½ Poles to the place of beginning containing (73) Seventy Three Acres of land Lot No 6 To Sarah E Shaw Described as follows to wit Situated in the State Ohio in Union County in Paris Township Being part of Original U.M.S. No 5390 and 4072 Beginning at a stone in the line between said Surveys north west corner to A. Lees land thence with said Survey line N 82° E. 17.70 poles to a stone corner to lot No 5 thence N 9° W. with the lines of said lot 62 50/100 poles to a stone in the center of a road thence S 82° W. 63.40 poles to a stone in the line of Lot No 7 thence So° E. 62.50 poles to a stone in the south line of said survey thence S 10½ ° E. 137.60 poles to a stone in the line of Geo. Kaushs land thence with his line N 82° E. 45.70 poles to a stone Corner to A. Lees land thence with his line N 10½° W. 137.60 poles to the place of beginning containing 64 acres of land Being 24 120/160 in Survey No 5390 and 39 40/160 in Survey No 4072.

Lot No 7 To Abraham M. Amrine Described as follows to wit Situated in the State of Ohio in Union County in Paris Township Being part of Original Surveys Nos. 5390 and 4072 Beginning at a stone south east corner to survey No 5390 and north west corner to survey No 4072 thence with the west line of survey No 4072 S 10½° E. 137.60 poles to a stone corner to Geo Kaushes Land thence with his line N 82° E. 44.30 poles to a stone corner to lot No 6 thence with the line of lot No 6 N 10½° W 137.60 poles to a stone in the line between said surveys thence N 9° W. 93.80 poles to a stone corner to lot No 5 thence S 82° W. 44.30 poles to a stone in the west line of Survey No 5390 thence with said line S 9° E. 93.80 poles to the place of beginning containing (64) Sixty Four acres of land Being 25 136/160 acres in survey No 5390 and 38 24/160 in Survey No 4072

The following is the plats showing the divisions of the Lands of Abraham Amrine (Scale 40 poles to 1 inch) by F. J. Sager S.U.C.C. September 1878



Afterwards to wit on the 23rd day of September 1878 the following entry was made in the Journal of said Court which reads as follows to wit

Entry

Mary M. Newlove et.al.
Plaintiffs vs.
Nancy Amrine et.al.
Defendants

This day came the said plaintiffs by Cameron & Benton their Attorneys and produced to the Court here the report of the Surveyor of said County of Union of an amicable partition of the lands and tenements described in the petition in this case made by him pursuant to the request and agreement of all the parties in this action And thereupon came the said Sarah E. Shaw, and Oliver Shaw, Ellsworth Amrine, Henry N. Amrine, Martha E. Bennett, Louis Bennett, Abraham Amrine, by his guardian Ellsworth Amrine, and Nancy Amrine in their own proper person before the Court the said Ellsworth Amrine acting for himself and on behalf of his said ward Abraham Amrine who together with the plaintiffs consented to approve and fully confirm said report and amicable partition and ask the Court here to approve and confirm the same and order the same to be recorded And the Court finding that all the said parties have been duly and legally notified and that they are in their own proper person before the Court and that said Ellsworth Amrine

is the duly and legaly qualified guardian of the said Abraham Omsine Jr. And the Court do further find that the writ of partition has not yet issued in this case that said Amicable partition is agreeable to the prayer and facts set forth in said petition The court being fully advised in the premises do approve and confirm said Amicable partition and order the same to be recorded and that said parties stand seized in fee simple in severalty of the parts and portions set off to each respectively And it is further ordered and adjudged that the costs of this proceedings including an Attorneys fee of Ninety Dollars to Cameron and Benton be paid by said parties in equal proportions to their respective interests and in default of such payment that execution issue therefor as upon judgment at Law Attest W. H. Stinger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 16th day of July A.D. 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to wit.

2968 Petition

Emeline Ballinger Plaintiff vs. Caleb E Ballinger Defendant

Court of Common Pleas Union County Ohio

The Plaintiff says That she has been a resident of the State of Ohio for the year last past and is at present a bona-fide resident of said County of Union 2d That on or about the 24th day of January A.D. 1867 in the County of Union and State of Ohio she was married to the defendant and she has ever since conducted herself towards the said Caleb E. Ballinger as a faithful and obedient wife 3d That she had while living with the said Caleb E Ballinger the following children to wit Orum Thomas Ballinger born April 7th 1868 and Talmage Scott Ballinger born February 3d 1874 4th The plaintiff says that the defendants regardless of his marital duties towards the plaintiff shortley after their marriage turned to lose his regard for plaintiff without fault on her part - and gave way to a morose jealous and cruel temper and disposition treating plaintiff with harshness and abuse and threatening to take his own life in various ways putting plaintiff in terror for her own safety or the safety & that of her children and of defendant That this conduct became habitual and rendered plaintiffs life miserable and destroyed her health keping her in an almost constant state of anxiety and terror That during plaintiffs sickness in February 1876 defendant greatly neglected and ill treated her whereby her health was greatly impaired and her life endangered That plaintiff was sick from November 1876 until June 1877 during which time defendant treated her with great neglect & cruelty neglecting & refusing to procure or administer the proper medicines and for the want of which her life was endangered That by the continuous & increasing ill treatment of defendant since their marriage plaintiffs life with him became intolerable and in the month of June 1877 she was compelled thereby and did leave the house of defendant and go to her fathers house since which time plaintiff and defendant have lived separate and apart and since which defendant has contributed nothing whatever to the support of Plaintiff 5th The plaintiff there-

for prays that she may be divorced from the said Caleb E. Ballinger and that the defendant may be decreed to pay her reasonable alimony and for such other & further relief as equity may require.

A.J. Carpenter Attorney for Plaintiff

The State of Ohio Union County ss. 3 Emmaline Ballinger the above named plaintiff being sworn says that the facts stated and allegations contained in her foregoing petition are true as she verily believes

Emmaline Ballinger

Sworn to by Emmeline Ballinger before me and signed by her in my presence this 22d day of May A.D. 1878

Seal A.S. Mowery Notary Public Union County Ohio

Precips To Clerk Issue summons upon above petition returnable according to law Also direct Sheriff to serve deft with copy of above petition

A.J. Carpenter Atty for Plaintiff

Afterward to wit on the 16th day of July A.D. 1878 the following summons was issued by the clerk of said Court to the Sheriff of said County which is the following words and figures to-wit.

Summons The State of Ohio Union County ss. 3 To the Sheriff of Union County Greeting We command you to notify Caleb E. Ballinger that he has been sued by Emeline Ballinger in the Court of Common Pleas of Union County and that unless he answer by the 17th day of August A.D. 1878 the petition of the said Emmeline Ballinger 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 29th day of July A.D. 1878. Witness my hand and the seal of said court this 16th day of July A.D. 1878 Seal W.H. Winget Clerk

By Asher Howard Dep

Afterwards to wit on the 29th day of July A.D. 1878 the following writ was by the Sheriff returned and filed endorsed as the following to wit

Return The State of Ohio Union County ss. 3 Received this writ July 16th A.D. 1878 at one oclock P.M. and pursuant to its command served the same July 27th 1878 by delivering to the within named Caleb E Ballinger a certified copy of this writ with the endorsements thereon and at the same time delivered to him a certified copy of petition for Divorce

Fees $2.50 J. Miller Sheriff

Afterwards to wit on the 11th day of October A.D. 1878 the following Entry was made in the Journal of the said Court which reads as follows to wit

Entry Emmeline Ballinger And now came the said Emmeline Ballinger
vs. by A Carpenter her Attorney and thereupon this
Caleb E Ballinger cause came on for hearing upon the petition and testimony and was argued by counsel On consideration whereof the court do find that the said defendant has been guilty of extreme cruelty and gross neglect of duty as is in said petition set forth and proved It is therefore adjudged and decreed that the 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 said defendant pay to the said plaintiff for her reasonable allimony the sum of One Hundred and Ten Dollars and further that said defendant

pay the costs of this action taxed to ⸗ and in default thereof that execution issue therefore And it is further ordered that the custody nuture education and care of the said Goram Thomas Ballinger and Talmage Scott Ballinger Jr and the same is hereby given to the defendant until the further order of the Court herein And it is further ordered that plaintiff shall at all proper times have the friendly uninterrupted privilege of seeing and visiting said children and that defendant is hereby forever enjoined from interfering with or disturbing the said petitioner in the exercise of her privilege of seeing and visiting said children at all proper times and places

Attest H. M. Thinget Clerk

Now before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 23d day of August A.D. 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

Petition

John S. Fleck and A.S. Chapman partners as Fleck and Chapman Plaintiff vs. Andrew Amrine 2d & John Woodburn Defts

Common Pleas Court Union County Ohio

The plaintiff say they are a partnership firm organized and doing business in the state of Ohio That their cause of action is founded upon a certain promissory note of which the following is a copy with all endorsements thereon $ 194 20/100 Marysville O. Nov 17 1877

Nine months after date we or either of us promise to pay to the order of Geo S. Crop. or bearer One Hundred and Ninety Four 20/100 Dollars value received with interest at 8 per cent after due Signed Andrew Amrine 2d John Woodburn Endorsed Geo S. Crop. There are no credits upon said note There is due from the defendants to the plaintiffs upon said note the sum of One Hundred & ninety four 20/100 Dollars which they claime with interest at 8 per cent per annum from Aug. 17 1878 and for which they ask judgement R. B. Cole & Sons Plaintiffs Attys

State of Ohio Union County ss. A.S. Chapman being sworn says he is one of the members of the partnership firm of Fleck and Chapman plaintiff above named and that the facts stated and allegations in the foregoing petition of Fleck and Chapman are as he believes true

A. S. Chapman

Sworn to & Subscribed before me this 23d day of August 1878

H. M. Thinget Clerk

Precipe

John S. Fleck & A.S. Chapman partners as Fleck & Chapman Plaintiffs vs. Andrew Amrine 2d & John Woodburn Defendants

To Clerk Issue summons upon the petition in the above case returnable according to law Amount claimed $194 20/100 with interest at 8 per cent from August 17 1878 Dated Aug 23d 1878 R. B. Cole & Sons Attorney for Plaintiffs

Afterwards to wit on the 23d day of August A.D. 1878 the following summons was issued by the clerk of said Court to the Sheriff of said County which reads as the following words and figures to wit

Summons

The State of Ohio Union County ss. } To the Sheriff of the County of Union Greeting
You command you to notify Andrew Cousins 2d and John Wood Coon that
they have been sued by John S. Fleck and A. S. Chapman as Fleck & Chapman
in the Court of Common Pleas of Union County and that unless they answer
by the 21st day of September A.D. 1878 the petition of said Fleck and Chapman
against them filed in the Clerks office of said Court such petition will be tak-
en as true and judgement rendered accordingly You will make due
return of this summons on the 2d day of September A.D. 1878 Witness my
hand and the seal of said Court this 23d day of August A.D. 1878

Seal H. M. Winget Clerk

Return

afterwards to wit on the 29th day of August A.D. 1878 the above writ was
by the Sheriff returned and filed endorsed in the following words to wit
The State of Ohio Union County ss. } Received this writ August the 23d A.D.
1878 at 8 O. clock P. M. And pursuant to its command served the same Au-
gust 26th 1878 by leaving a certified copy thereof with the endorsements thereon
at the residence of each of the within Andrew Cousins and John Wood Coon

Fees 1.75 J. J. Miller Sheriff-

Entry

afterwards to wit on the 23d day of September A.D. 1878 the following Entry was
made on the Journal of said Court which reads as follows to wit
John S. Fleck et. al. A. S. Chapman
Partners as Fleck & Chapman
Plaintiffs vs.
Andrew Cousins 2d and
John Wood Coon Defendants

Union Common Pleas. Now come the
plaintiffs by their Attorney and the def-
endants being in default for answer &
demurrer the Court find that the allegations
of the petition are confessed by them to be true
and that they are indebted to the plaintiffs
in the sum of $ 105 00/100 It is therefore considered by the Court that the said pla-
intiffs recover from the said defendants the said sum of One Hundred
and Ninety five & 00/100 dollars with 8 per cent till paid and his costs here-
in expended

Coles Attorney for Plaintiff
Attest H. M. Winget Clerk

2861
Petition

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common
Pleas begun and held at the Court House in the Town of Marysville in and for
the County of Union and State of Ohio on the 29th day of April A.D. 1878
Heretofore to wit on the 6th day of April A.D. 1878 the following petition was
filed with the Clerk of said Court which reads as the following words and
figures to wit

R. D. Woodburn Administrator
De Bonis Non of R. D. Broom dec'd
Plaintiff vs.
Jacob Elliott, Elizabeth Elliott, and
Samuel Elliott & Phillip Snyder
Defendants

Court of Common Pleas of Union County Ohio
The said plaintiff R. D. Woodburn says that he
is the Administrator De Bonis Non of the Estate
of R. D. Broom deceased That on the 12th day
of May 1870 One Sylvester Hobbs & his wife Nancy
M. Hobbs executed and delivered to said Broom
their mortgage deed and thereby conveyed to said
Broom the following described real estate Being in the State of Ohio and
County of Union and Village of Marysville and bounded as follows
Beginning at a stake where the north line of North Street crosses the west line
of Mary Peacock and out lot No 38 thence in a northerly direction with the
west line of Mary Peacocks 11 poles to a stake in said line thence in a

westerly direction in a line parallel with the north line of Center Street 3 7/10 poles to a stake thence in a southerly direction on a line parallel with the first mentioned line 11 poles to the north line of North Street thence in an Easterly direction with the north line of North Street 3 7/10 poles to the place of Beginning Containing 40 poles more or less That said conveyance was conditioned that if said Hobbs should pay said Broom Five Hundred Dollars according to a Certain note of even date therewith given by said Hobbs to said Broom then the conveyance to become void That by said note the said Hobbs bound themselves to pay said Broom Five Hundred dollars in one year from date thereof and interest thereon at eight per cent payable annually and if the said Hobbs would pay the said interest as the same became due and pay the taxes on said property and insure the same and keep it insured he shall have ten years to pay the principal That afterwards to wit on the 13th of July 1870 said Sylvester Hobbs & Nancy M. Hobbs executed and delivered to said Broom another mortgage deed and thereby again conveyed to said Broom the land herein described aforesaid conditional however that if the said Hobbs should pay said Broom his promissory note of this date last mentioned for Three Hundred Dollars payable in one year from said date and interest thereon at Eight per cent payable annually the same to become void but if said Hobbs paid said interest as it became due and paid the taxes on said property and insured the same and kept it insured he shall have ten years to pay the principal That said Hobbs failed to pay said sums of money or any part thereof and he forfeited the conditions of said mortgages and notes and the said conveyances became absolute in law That by reason thereof on the 27th day of October 1871 at the October term of the Court of Common Pleas of Union County Ohio the said Broom obtained a decree of foreclosure against said Sylvester Hobbs and Nancy M. Hobbs and said Jacob Elliott and Elizabeth Elliott and Samuel Elliott by the decree of said Court upon said mortgage and notes and an order of sale of said Real Estate was granted by a like decree of said Court against said Sylvester and Nancy M. Hobbs and Jacob and Elizabeth Elliott and Samuel Elliott in favor of said Broom to pay the sum of Eight Hundred Dollars then found due the said Broom from the said Hobbs by reason of the premises and for which Amount judgement was then and there rendered in favor of said Broom against said Hobbs That on the day of 1871 said Broom entered into a written contract with the defendant Jacob Elliott by which written contract the said Jacob Elliott by and with the agreement of said Broom substituted himself in the place of said Sylvester Hobbs and assumed all the obligations of the said Hobbs in the premises and for a valuable consideration bound himself to pay said Broom the said sum of Eight Hundred Dollars entered into judgement as aforesaid together with intrest thereon at eight per cent payable annualy and if the said Jacob Elliott and Elizabeth Elliott would keep the taxes paid on said property and keep the same insured according to the requirements of said notes & pay the intrest on said judgement according to the tenor of said notes and mortgages the said Broom bound himself to extend the time of payment of said Eight

hundred and twenty years from the date of said judgement and decree
That the interest aforesaid was payable annually and that no interest has
been paid thereon since the death of said Brown to wit Sept 11, 1873 although
the time when the same became due has long since expired and that said
Jacob and Elizabeth Elliott had wholly failed to pay any part of said
Eight Hundred Dollars and failed to pay said interest on said Eight
Hundred Dollars although the time when the same became due has
long since expired That the said Jacob Elliott and Elizabeth Elliott
have failed and neglected to pay the taxes on said property and by reason
thereof said property has been sold for taxes to the defendant Phillip
Snyder who now holds a lien upon the same for taxes and that by the fail-
ure to pay said taxes and to pay the interest aforesaid the extension of time
for the payment of said Eight Hundred Dollars is forfeited and the same
is now due That there is now due from the said Jacob Elliott to said
plaintiff as administrator as aforesaid by reason of the premises Sixty
Four Dollars with interest from October 26th 1873 and Sixty Four Dollars
with interest from October 26th 1874 and Sixty Four Dollars with interest
from October 26th 1875 and Sixty Four Dollars with interest from October 1876
and Sixty Four Dollars with interest from October 26 1877 and Eight Hun-
dred Dollars with interest at eight per cent from October 26th 1877 That said
Elizabeth Elliott is married to and the wife of Samuel Elliott That said Sylvester
Hobbs and Nancy M. Hobbs on the 22nd day of October 1870 Conveyed said
Real Estate to said Jacob Elliott and Elizabeth Elliott by Quit Claim deed
subject to the mortgages aforesaid of said Brown That Phillip Snyder
the defendants a tax lien on said Real Estate. 2d Cause of Action.
The said plaintiff says that said Jacob Elliott on the day of 1870 entered
into a written contract with R. L. Brown (a Copy of which is here to attached)
and thereby promised to pay said Brown Eight Hundred Dollars with in-
terest thereon at eight per cent and to pay the interest annually That if he
paid said interest annually as the same became due from and after the
26th day of October 1871 and pay certain taxes therein agreed upon the
said Jacob Elliott was to have ten years to pay said Eight Hundred Dol-
lars after said 26th day of October 1871 but otherwise he was to pay it
within a reasonable time That he has not paid said taxes nor has he
paid any part of said principal nor has he paid any interest thereon
since Sept 11 1873 That by said contract if he bound himself to pay
said Brown Sixty Four Dollars October 26th 1873 and Sixty Four Dollars
October 26th 1874 and Sixty Four Dollars October 26th 1875 and Sixty Four
dollars October 26 1876 and Sixty Four Dollars October 26th 1877 and
that upon his failure to pay any one of said sums at the time specified he bound
himself to pay said Brown said Eight Hundred Dollars within a
reasonable time after said failure That he has not paid any one of said
several sums of money although the time when the same became due
has long since elapsed and a reasonable time since said failure to pay
as aforesaid has long since expired and there is now due plaintiff as
administrator as Brown from of said Brown from said Jacob Elliott by
reason of the premises the said sums Sixty Four Dollars with interest from
October 26th 1873 and Sixty Four Dollars with Interest from October 26
1874 and Sixty Four Dollars with interest from October 26th 1875 and

Sixty Four Dollars with interest from October 1876 and Sixty Four Dollars with interest from October 26. 1877 and Eight Hundred dollars with interest at 8 per cent from October 26th 1877. That said R. L. Hoodbrum is the Administrator de bonis non of the estate of R. L. Broom dec'd. Therefore plaintiff asks judgement against said Jacob Elliott for the sum of Sixty Four Dollars with interest from October 26th 1873 and Sixty Four dollars with interest from October 26th 1874 and Sixty Four dollars with interest from October 26th 1875 and Sixty Four dollars with interest from October 26th 1876 and Sixty Four dollars with interest from October 26th 1877 and Eight Hundred dollars with interest at eight per cent from October 26th 1877. Also for a decree and an order of sale of said premises against said Jacob Elliott, Samuel Elliott, and Elizabeth Elliott to sell the Real Estate described to pay plaintiff the said several sums of money due him as aforesaid as Administrator de Bonis Non as aforesaid from the said Jacob Elliott and that the said Phillip Snyder be required to set up his claim against said property And for such other and further relief as is right and proper

A. B. Robinson Atty for Plaintiff

The State of Ohio Union County S. S. R. L. Hoodbrum being first duly sworn says he believes the statements of the foregoing petition are true

R. L. Hoodbrum

Sworn to and subscribed in my presence this 6th day of April 1878

Seal

A. H. Beightler Notary Public

Escape

Issue summons for defendants and endorse. Amt demanded $64.00 and Interest from Oct 26 1873 $64.00 and interest from Oct 26 1874 $64.00 and Interest from Oct 26 1875 $64.00 and interest from Oct 26 1876 $64.00 and Interest from Oct 26th 1877 $800.00 and interest from Oct 26 1877 at 8 percent and an order of sale

A. B. Robinson Atty for Plaintiff

Copy of Agreement

Robson L. Broom vs. Sylvester Bobb et al

In Court Common Pleas Union County Ohio

It is hereby agreed between Robson L. Broom and the defendants Jacob Elliott and Elizabeth Elliott that in consideration that said Elliott pay the interest and premium on the two notes above sued or upto Oct 26 1877 and upon the further consideration that said Jacob Elliott and Elizabeth Elliott keep the taxes paid on said property & keep the same insured according to the agreements of said notes and pay the intrest premium on the judgement to be taken according to the tenor and effect of said notes then said Broom agrees to give to said Jacob Elliott and Elizabeth Elliott such length of time as they may require not exceeding ten years from the date of judgment to pay the principal of said judgement said interest and premiums to be paid on $300.00 in advance annually and on $300.00 at end of the year said Elliotts are to have the privilege to pay on the principal of said judgement during said ten years any amount from $50.00 dollars and upwards The substance of this agreement to be entered on the Court Docket of the judge after the same is obtained

R. L. Broom

Jacob Elliott

afterwards to wit on the 6th day of April 1878 the following summons was issued by the clerk of said Court to the Sheriff of Union County which reads as follows to wit

Summons — The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting
We command you to notify Jacob Elliott, Elizabeth Elliott, Samuel Elliott, Philip Snyder, that they have been sued by R. D. Woodburn Admr. de bonis non of R. D. Brown in the Court of Common Pleas of Union County and that unless they answer by the 6th day of May A. D. 1878 the petition of the said R. D. Woodburn Admr, &c. 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 15th day of April A. D. 1878 Witness my hand and the seal of said Court this 6th day of April A. D. 1878 (Seal) Ch. W. Thing Clerk
By Taber Kendall Dept

Aftemard to wit on the 15th day of April 1878 the above writ was by the Sheriff returned and filed endorsed as follows to wit.

Return — The State of Ohio Union County S.S. } Received this writ April 6th A.D. 1878 at 8 Clock M. And pursuant to its command I served the same on the within named Jacob Elliott, Elizabeth Elliott, Samuel Elliott, and Philip Snyder by delivering to each a certified copy of this writ with the endorsements thereon this 12th day of April A. D. 1878
Fees 2 Cts J. J. Miller Sheriff By Geo. C. Edwards Dept

Aftemards to wit on the 27th day of April A. D. 1878 the following Answer and Cross Petition was filed with the Clerk of said Court which reads as the following words and figures to wit

Answer and Cross Petit — R. D. Woodburn Admr. de bonis non dec'd Plaintiff vs. Jacob Elliott, Elizabeth Elliott, Samuel Elliott & Philip Snyder Defts

Court of Common Pleas Union County Ohio
Now comes Philip Snyder one of the defendants in the above case and for his answer in cross petition says. that on or about the 18th day of Jan 1876 the following described premises as set forth in plaintiffs petition was offered for public sale by S. S. Sewell Treasurer of Union County Ohio for the payment of delinquent taxes upon said property and the same was sold to this defendant for the sum Fourteen + 34/100 Dollars being the amount of delinquent tax due at that time and has paid the tax on said property ever since and their is due him as follows Said tax 18th 1876 $14.34 Penalty on same 5 Cts Interest on same to this date $1.82. Said tax Dec. 29. 1876 $3.21 Interest on same to date 25th July 3rd 1877 Said tax $3.21 Interest on same to date 15th December 31st 1877 Said tax 3.06 Interest to date 07 Cts Total $33.78 The defendants says there is due him the sum of Thirty Three + 78/100 dollars due him for money paid as taxes and that the same is a lien upon said property The defendant therefore prays judgement for the said sum Thirty Three 78/100 Dollars and ask the court to adjust the same according to the law and equity of the case
State of Ohio Union County S.S. } Philip Snyder being duly sworn says that the facts stated and allegations set forth in his foregoing answer and cross Petition are true as he verily believes Philip Snyder

Sworn to and subscribed in my presence this 27th day of April 1878
W. M. Hunsaker Clerk

afterward to wit on the 13th day of May A.D. 1878 the following entry was made in the journal of the court which reads as follows to wit

Entry

R. L. Woodburn
U.S.
Jacob Elliott

This day came said plaintiff and the defendant came not but made default herein and thereupon this cause came on to be heard upon the pleadings and evidence and was submitted to the court and the court being fully advised in the premises do find for the plaintiff and that the allegations of plaintiff petition are true and there is due the plaintiff from the Defendant Jacob Elliott by reason of the premises the sum of Twelve Hundred Dollars and that said plaintiff ought to recover of the said Jacob Elliott the said sum of Twelve Hundred dollars It is therefore considered ordered and adjudged that the plaintiff recover of the said Jacob Elliott the said sum of Twelve Hundred Dollars with intrest on $800 at 8 per cent and with intrest on $400 at 6 per cent and his costs herein expended taxed at $ And the Court do further find that the defendant Phillip Snider has a valid existing tax lien upon the described premises in plaintiff petition for the sum of twenty six 00/100 dollars ($26 00/100) It is therefore ordered adjudged and decreed that the said defendants Phillip Snyder recover of the said defendant Samuel Elliott the said sum of Twenty Six 00/100 Dollars and his costs herein expended taxed to $ And the Court do further find that the said Twelve Hundred Dollars and found due as aforesaid to said plaintiff from said defendants is a mortgage lien on said premises described in plaintiffs petition and the same is now due and the conditions of said mortgage are broken and the same has become absolute and said premises ought to be sold to pay said sum of Twelve Hundred Dollars and interest thereon as aforesaid together with the said sum of Twenty Six and 00/100 Dollars found due said Snyder as aforesaid It is thereupon considered ordered adjudged and decreed by the Court that unless the said defendants Jacob Elliott, Samuel Elliott, Elizabeth Elliott shall within ten days from the rising of this Court pay or cause to be paid to the Clerk of Court the costs in this case and the said sum of $26 00/100 to the said Philip Snyder with interest thereon and to the said plaintiff the said sum of Twelve Hundred Dollars with interest thereon at 8 per cent and on $400 00/100 at 6 per cent according to the terms of said mortgage deed the defendants equity of Redemption be foreclosed and said premises shall be sold and order of sale shall issue therefor to the Sheriff of Union County, Ohio who is hereby appointed a special Master Commissioner for that purpose directing him to sell said premises according to law as upon execution and bring the proceeds into court for further order And it having been made to appear to said court that said property is insufficient to pay plaintiffs Claim It is further ordered and decreed that the said Sheriff be made a receiver in this case take

charge at once of said premises described in Plaintiffs petition to sell the same and collect and to report his proceedings herein to the next term of this court

Order of Sale

Afterwards to wit on the 14th day of August A.D. 1878 the following order of sale was issued by the clerk to the Sheriff which reads as follows to wit The State of Ohio Union County s.s. To the Sheriff of said County Greeting Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 13th day of May A.D. 1877 in the cause of R. L. Woodburn Admr. &c. Dennison of R. L. Woodburn Plaintiff and Jacob Elliott Elizabeth Elliott Samuel Elliott and Philip Snider Defendants it was ordered adjudged and decreed as follows to wit That unless the defendants Jacob Elliott and Samuel Elliott and Elizabeth Elliott shall within ten days from the rising of this court pay or cause to be paid to the Clerk of this Court the costs in this and the sum of $26.00 to Philip Snider with interest thereon and to the said Plaintiff the sum of Sixteen Hundred Dollars with interest of $800 at 8% and on $800 at 6% according to the terms of the mortgage that an order of sale shall issue therefor to the Sheriff of Union he Ohio who is hereby appointed a master commissioner for that purpose to sell said premises according to law and bring the proceeds into court for further order Situate in the County of Union and State of Ohio and village of Marysville Beginning at a stake where the north line of North Street crosses the west line of Nancy Peacocks out lot No 38 Thence in a northerly direction with the west line of Nancy Peacock 11 Poles to a stake in said line thence in a westerly direction in a line parallel with the north line of Center Street 3 7/10 Poles to a stake thence in a Southerly direction in a line parallel with the first line mentioned 11 poles to the north line of North Street thence in a easterly direction with the north line of North Street 3 7/10 poles to the place of Beginning containing six poles more or less. We therefore Command you that you proceed to cause said order judgment and decree into Execution against the lands therein and that you expose to sale the above described Real Estate under the Statute regulating sales on Execution and that you apply the proceeds of such sale in satisfaction of said judgment and costs with costs and interest as specified therein and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof and bring this order with you. Witness my signature as clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 14th day of August 1878

Seal W. W. Wenger Clerk

Proof of Publicat.

Afterward to wit on the 23d day of Sept 1878 the above writ was by the Sheriff returned and filed endorsed in the words and figures as follows to wit

Sheriffs Return

The State of Ohio Union County s.s. } In obedience to the commands of the Order of Sale hereto annexed I did on the 17th day of August 1878 summon John Mitchell E. Dean and Geo. McVey three disinterested freeholders of said County who were by me duly sworn to view and appraise the lands and tenements therein described and afterwards on the 17th day of August A.D. 1878 said Appraisers returned to me under their hands and seals that they did upon actual view of the prem-

ises estimate and appraise the real value in money of the same at Nine Hundred Dollars Certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County And on the 20th day of August 1878 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 21st day of September A.D. 1878 at one O. Clock P. M. of said day And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit for consecutive weeks and in pursuance to said notice I did on said 21st day of September A.D. 1878 at the time and place above mentioned proceed to offer said lands and tenements at public sale at the door of said Court House and then and there came Aaron B. Robinson who bid for the same the sum of Six Hundred and 50/100 Dollars and said sum being more than two thirds of the appraised value thereof and said Aaron B. Robinson being the highest and best Bidder therefor I then and there publicly sold and struck off said lands and tenements to him for said sum of Six Hundred and 50/100 Dollars Sheriffs fee 16.07 Appr. fee 1.50 Print fee 10.00 Total $27.57

J. J. Miller Sheriff.

Afterward to wit on the 25th day of September A.D. 1878 the following proof of publication was filed with the clerk of said court which reads as follows to wit

Proof of Publicat.

R. L. Hoodburn
vs.
Jacob Elliott et al.

Court of Common Pleas Union County Ohio
Order of Sale. By virtue of the above stated writ to me directed from the court of common Pleas of Union County Ohio I will offer for sale at the door of the Court House in Marysville Ohio Saturday September 21st 1878 at or about the hour of One O'Clock P. M. of said day, the following real estate to wit Situate in the County of Union and State of Ohio and in the village of Marysville beginning at a stake where the South line of North Street crosses the west line of Nancy Peacocks out lot No 38 thence in a westerly direction with the west line of Nancy Peacock 11 Poles to a stake in said line thence in a westerly direction on a line parallel with the north line of Center Street 3 11/100 Poles to a stake thence in a southerly direction on a line parallel with the first line mentioned 11 poles to the north line of North Street thence in an easterly direction with the north line of North Street 3 11/100 Poles to the place of beginning containing 40 poles more or less appraised at $900

A. B. Robinson Att'y for Plaintiff J. J. Miller Sheriff of Union County Ohio

The State of Ohio Union County } ss. The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union the first publication beginning with August 30th 1878 H. A. Shearer

Sworn to and subscribed before me this 25th day of September 1878

H. M. Wright Clerk

Entry

afterwards to wit on the 24th day of September A.D. 1878 the following entry was made in the journal of said court which reads as the following words and figures to wit

R. L. Woodburn Admst
de bonis non of R. L. Brown dec
Plaintiff vs.
and Elliott et als.

And now came the said plaintiff by his attorney and submitted his motion to confirm the report and sale of J. J. Miller Master Commissioner of this Court in this case and on producing the report of the said J. J. Miller Master Commissioner as aforesaid heretofore made in this action under a former order of this Court and the report being in all respects regular and accordingly it is hereby ordered that the said report and all the matters and things therein contained do stand ratified and confirmed And it appearing from said report that said Master Commissioner had sold the premises described therein to A. B. Robinson it is hereby ordered by the Court that said sale be ratified and confirmed and that the said J. J. Miller as Master Commissioner of said Court make and execute to said A. B. Robinson a deed in fee simple of the said premises And that he pay the proceeds of said sale first in payment of the costs herein expended taxed to $ Second to Phillip Snider $ 27 21/100 in payment of his lien claim against said premises Then to plaintiff the balance of the proceeds of said sale And it is further ordered by the Court that the defendants surrender to said purchaser the possession of said premises upon the execution of said deed without delay and in default thereof that said Sheriff deliver such premises to him

Attest W. M. Winget Clerk

2806 Petition

Pleas before the Hon. Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1878. Heretofore to wit on the 5th day of April A.D. 1878 the following petition was filed with the clerk of said court which reads as the following words and figures to wit

John C. Elliott Plaintiff
vs.
Eustus R. Southwick, Catharine Brown, widow and Administratrix of James Brown deceased, James Amine & Betsy Ann Elliott, Jeremiah Small, George Small, Anne E. Fisman, Albert H. Fisman David H. Brown, John L. Brown, Rachel M. Brown, Catharine E. Brown, Robert Robinson, Guardian of Sarepta Brown Lucretia Brown Defendants

Common Pleas Court Union County Ohio. The plaintiff says 1st Cause of Action He has a legal estate in and is entitled to the possession of the following described premises situate in said County of Union to wit part of Virginia Military Survey No 4264 bounded and described as follows Being Lot No 19 beginning at a stone and Swamp Ash in the north and original line of said Survey at a corner of a lot of land in said Survey was conveyed to David H. Welsh by M. S. Runyeons Thence S 81° E. 127 poles to a stone two Buckeyes and a W. Ash Thence Sq° E 91 poles to a stone two sugars and two Beeches another corner of David

D. H. Welsh his
entry one
March A.
possess
for the
to him
State of
being
the for
Sworn

John C. El
vs.
E. R. Southw

Plaintiff

We hereby
Brown
15th 1878
Elizabeth

Summons

Afterwards
mons was
County
The State
Greeting
E. Brown
Brown, d
at law
Brown
Command
John C.
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Clerk of
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Witness
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place of

Returns

D. Welsh's lot Thence N° W. 88 poles to the beginning containing Seventy one acres more or less The defendants ever since the 1st day of March A.D. 1871 have unlawfully kept the plaintiff out of the possession of said premises The Plaintiff asks judgement for the delivery of the ~~premises~~ possession of said premises to him P. B. Cole & Sons & A. Stephenson Plaintiff Attorney

State of Ohio Union County ss. } The plaintiff said John C. Elliott being sworn says the facts stated and allegations contained in the foregoing pleadings are as he believes true John C. Elliott

Sworn to and subscribed before me this 5th day of April A.D. 1878

R. L. Hoodenpyle Notary Public Union Co Ohio

John C Elliott
vs.
E R Southwick et al

Praecipe

Common Pleas Union County.

Clerk Issue summons in the above case returnable according to law.

Coles and Stevenson Pltfs Attys.

We hereby enter process on the above named children of James Brown decd and enter their appearance in the above case April 15th 1878 Robinson & Piper Attorney for said heirs

Elizabeth A. Elliott enters her appearance in this case

J. H. Robinson Atty for Eliz A. Elliott.

Afterward to wit on the 5th day of April A.D. 1878 the following summons was issued by the clerk of said Court to the Sheriff of Union County which reads as the following words and figures to wit.

Summons

The State of Ohio Union County ss. } To the Sheriff of the County of Union Greeting We command you to notify Erastus R. Southwick, Lucy E. Brown, Anna Brown, Earnest Brown, Velea Brown, Stanton Brown, Mabel Brown, William M. Brown, Sarah M. Metz heirs at law & Catharine Brown Miller and Administratrix of James Brown deceased and Metz husband of Sarah Metz James Amrine and Betsey Ann Elliott, that they have been sued by John C. Elliott in the Court of Common Pleas of Union County and that unless they answer by the 4th day of May A.D. 1878 the petition of the said John C. Elliott 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 15th day of April A.D. 1878.

Witness my hand and the seal of said Court this 5th day of April A.D. 1878 Seal D. M. Winget Clerk.

Afterwards to wit on the 15th day of April the above writ was by the sheriff returned and filed endorsed ~~xx~~ in the following words viz

Returns

The State of Ohio Union County ss. } Received this writ April the 5th A.D. 1878 at 6 Clock P.M. and pursuant to its command I served the same on the within named Erastus R. Southwick and James Amrine by delivering to each a certified copy of this writ with the endorsements thereon this 12th day of April A.D. 1878 Also served this writ on the within named Catharine Brown by leaving a certified copy of this writ at her usual place of residence with the endorsements thereon this 12th day

of April A.D. 1878 The other within named defendants not found in this County Fees 5.00 J. J. Miller Sheriff By Geo. C. Edwards dep.

Afterwards to wit on the 4th day of May A.D. 1878 the following answer was filed with the clerk of said court which reads as follows to wit

Answer — John C. Elliott Plaintiff vs. E.R. Southwick et.als

Court of Common Pleas Union County Ohio

The defendants named now came, and for answer say that the said defendants (E.R. Southwick and Elizabeth A. Elliott & each) are in possession of the premises in the said petition described as alleged in the petition but they deny all the other allegations of said petition and say they own said land and are intitled to the possession thereof. Second The said defendants in possession of said lands for a further answer say that said Elizabeth A. Elliott in 1863 owned the said land by deed in fee simple from said John C. Elliott and ever since then until she sold and conveyed the same to E.R. Southwick she held peaceable possession thereof and that by the decree of this court entered at its October term 1872 in the case between said John C. Elliott and said Elizabeth Elliott the said title was quited in said Elizabeth A. Elliott but the written agreement between the parties was not recorded and is mislaid or lost. That said Elizabeth A. Elliott sold and conveyed said premises to said E.R. Southwick and he sold and conveyed the same to James Brown now dead and the defendants are his heirs at law to whom said lands descended and that said parties have held quiet and peacable possession of said premises ever since and now the plaintiff hath from time to time and still does threaten to disturb the said possession and the title and has thereby cast a cloud upon said defendants title. The defendants further say the said E.R. Southwick and Elizabeth A. Elliott have no interest in said lands except as warrantee of the title thereof and the remaining defendants are entitled to the quiet and peacable possession of said lands and therefore they ask the decree of this court against said plaintiff quieting the title of possession of the said defendants in said premises Robinson & Piper Attys for Defts.

Answer — Elliott

The State of Ohio Union County ss. D. W. Brown one of defts being duly sworn deposes and says that the several allegations of the foregoing answer are true as he believes

D. W. Brown

Sworn to before me and signed in my presence this 4th day of May 1878

W. M. Wright Clerk

Afterwards to wit on the 20th day of September 1878 the following reply was filed with the clerk of said Court which reads as the following to wit

Reply — John C. Elliott vs. E. R. Southwick et.als

Common Pleas Union County Ohio. The plaintiff for reply to the answer says He denies that the said Elizabeth owned or had possession of said premises as therein alleged or in any way.

2d. At the time said alleged deed was executed to said Elizabeth A. Elliott she was the wife of the plaintiff and the said pretended deed was made directly to her and was wholly without consideration and void all of which was well known to the said E.R. Southwick at the time of his alleged purchase That the recording of said deed was without the consent of the plaintiff and against his will in violation of her promise

when said pretended deed was executed all of which said E. R. Southwick well knew when he made his said alleged purchase of said premises Plaintiff says the pretended title of said Elizabeth was never quieted as alleged in the answer and denies that any agreement in writing existed between the parties at any time in regard thereto or in any way connected with said title Plaintiff denies that defendants or any of them have ever had at any time quiet and peaceable possession of said premises or any part thereof and denies that they are entitled to any possession thereof And plaintiff therefore prays as in his petition

Cole and Sturmon Atty for Plaintiff

The State of Ohio Union County ss. } John C. Elliott plaintiff in foregoing case was duly sworn says the matters and things set forth and allegations in his foregoing reply to true as he verily believes

J. C. Elliott

Sworn to before me and signed in my presence this 20th day of Sept 1875

W. M. Winget Clerk

Afterwards to wit on the 20th day of September A.D. 1875 the following answer of E. A. Elliott was filed with the clerk of said court which reads and follows to wit

Answer of Elliott

John C. Elliott
vs.
E. R. Southwick et al. } Court of Common Pleas Union County Ohio

The said Elizabeth A. Elliott for answer to plaintiffs petition says she says the allegations of the plaintiffs petition are denied by her

Robinson and Piper Atty for Elizabeth A. Elliott.

The State of Ohio Union County ss. } Elizabeth A. Elliott being duly sworn deposes and says she believes the allegations of the foregoing answer are true

E. A. Elliott

Sworn to before me and signed in my presence this 20th of September 1875

W. M. Winget Clerk

Afterwards to wit on the 20th day of September A.D. 1875 the following entry was made in the journal of the said court which reads as follows to wit

Entry

John C. Elliott
vs.
E. R. Southwick et al. } Now came the parties herein by their attorneys also came the following named persons as jurors to wit Edwin Wilber, W. A. Goff, D. C. Winget, John Gibson, William Smith, Thomas Thurston, Andrew Brown, George Long, George Holloway, D. C. Dane, J. McElroy and G. L. Sellers, who were duly impannelled and sworn according to law and thereupon after hearing the evidence argument and charge of the Court the jury retired to their room in charge of the sheriff for deliberation And now come said jury into open court with their verdict in writing signed by their foreman and say We the jury in this case being duly impannelled and sworn do find and say that we find for the defendant G. L. Sellers Foreman

The court at the request of the parties directed the jury to answer the following questions and jury therefore answered them as follows to wit

1st. Was Elizabeth A. Elliott the wife of the plaintiff at the time the alleged deed by John C. Elliott to her was made "Yes"

2d. Did E. R. Southwick the defendant have notice of the fact that Elizabeth A. Elliott at the time the deed by John C. Elliott to her was made was the wife of said John C. Elliott and did said E. R.

Southwick known said fact when he made his alleged purchase "No"
3d " Had E.R. Southwick known at the time of his alleged purchase that plaintiff was claiming to be the owners of the land in controversy and that the title of said Elizabeth A. Elliott was disputed by him "No"
4th " Was there any consideration for the deed from John C. Elliott to Betsey Ann Elliott "Yes"
5th " Was there a settlement of the title to this land in the case of divorce & alimony referred to in defendants answer "No"

Afterwards to wit on the 12th day of October 1878 the following entry was made in the journal of the said Court which reads as follows to wit

Entry — John C Elliott vs. E.R. Southwick et.al. — This day came on this cause to be heard on the motion to set aside the verdict and for a new trial herein by plaintiff whereupon the court being fully advised in the premises do overrule said motion for new trial

And thereupon the cause came on to be heard on motion for judgement on the verdict, ordered at this term and it is therefore considered ordered and adjudged by the court that the defendants go hence without day and recover of the plaintiff their costs herein expended taxed to $ To all of which rulings and judgements of the Court the plaintiff excepts and on application is allowed 30 days after the rising of the Court to prepare his bill of exceptions to be filed as of this term

Attest W. H. Monger Clerk

Pleas before his Honor Thomas Beer presiding Judge of the Court of Comm Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th " day of April 1878 Heard before to wit on the 12th day of July A.D. 1878 the following petition was filed with the Clerk of said court which reads as the following words and figures to wit

2952 Petition — D.S. McCamey Plaintiff vs. James Mulvain Defts — State of Ohio Union County ss. } Court of Common Pleas. The said D.S. McCamey plaintiff says there is due him from the defendant James Mulvain for goods and property by the said plaintiff sold and delivered to the said defendant and at the request of the said defendant and on or about the 14th " day of January 1878 the sum of One Hundred and Sixty Seven 85/100 Dollars The same is subject to a credit of $ 122 00/100 " and no more leaving balance now due to the plaintiff from said defendant for goods and property sold and delivered as aforesaid in the sum of Forty Five Dollars and eighty five cents for which sum the said plaintiff asks judgement against the said defendants with interest from January 14th 1878 and for all proper relief

Cameron & Benton Attys for Plaintiff

State of Ohio Union County ss. } D.S. McCamey being first duly sworn says he is the plaintiff in the above case and that the facts stated and allegations made in his foregoing petition are true as he verily believes

D.S. McCamey

Sworn to before me by said D.S. McCamey and by him subscribed in my presence this 12th " day of July 1878

W. H. Monger Clerk
By Taber Randall Deputy

Answer — afterwards [illegible] was filed [illegible] D.S. McC. vs. [illegible] James Mul[illegible] action ag[illegible] of defense at the ti[illegible] accrued a[illegible] in Busine[illegible] in said [illegible] tiff and [illegible] has ever [illegible] with D. [illegible] well with[illegible] nuts of ag[illegible] Cameron a[illegible] Cause C[illegible] Them and [illegible] ever Ass[illegible] to said [illegible] est of the [illegible] lied on [illegible] maintains [illegible] purchase [illegible] agreed [illegible] and not [illegible] answered [illegible] and reco[illegible]

Reply — State of O[illegible] the above [illegible] Mulvain [illegible] the State[illegible]

Sworn [illegible] day of [illegible]

Afterward [illegible] reply was [illegible] following [illegible] D.S. McC[illegible] vs. James Mu[illegible]

State of Oh[illegible] deposes a[illegible] ing reply

Afterward to wit on the 18th day of September A.D. 1878 the following answer was filed with the Clerk of said Court which reads as follows to wit

Answer

L.S. McCamey
vs.
James Mulvain

Court of Common Pleas Union County Ohio

And now comes the defendant James Mulvain and for answer to plaintiffs petition filed herein and says that said plaintiff ought not to maintain his action against the defendant for this plaintiff says for his 1st ground of defense That the Plaintiff L.S. McCamey and Richard McCamey at the time said cause of action as alleged in Plaintiffs Petition to have accrued against this defendant in favor of the plaintiff were partners in business and that the sale of the goods and chattles mentioned in said petition as being made by the plaintiff was made by the plaintiff and said Richard McCamey as partners and denies that he has ever had any of the transactions in said petition mentioned with L.S. McCamey alone but alleges that all of said transactions were with L.S. and Richard McCamey as partners His 2d grounds of defense Defendant says that he has fully paid said L.S. McCamey and Richard McCamey as such partners for all of the Cattle Corn and Hogs that he ever purchased of them or either of them and denies that he is indebted to plaintiff in any amt whatever Also a 3d ground of defence defendant says that he paid to said Richard McCamey by the authority consent and request of the Plaintiff a large amt of money to wit $41.00 to be applied on defendants indebtedness for said Cattle Hogs and corn mentioned in said plaintiffs Petition and that the balance of purchase price thereof be paid to the Plaintiff That the price agreed upon for the cattle mentioned in the petition was $62.00 and not 90.00 as alleged by the Plaintiff Defendant having fully answered prays judgement that he may go hence without day and recover his costs

F.R. Kerr Atty for Defendant

State of Ohio Union County s.s. 3 F.R. Kerr being sworn says he is the attorney for Defendant in this case and said defendant James Mulvain is now absent from the State of Ohio and that he believes the Statements and allegations in the foregoing answer to be true

F.R. Kerr

Sworn to before me and subscribed in my presence this 18th day of Sept 1878

H. M. Hengst Clerk

Afterward to wit on the 20th day of September A.D. 1878 the following reply was filed with the Clerk of said Court which reads as the following to wit

Reply

L.S. McCamey
vs.
James Mulvain

In Union County Court of Common Pleas

The Plaintiff for reply to the answer of the defendant says He denies each and every allegation and averment contained in said answer

Cameron & Benton Attys for Plaintiff

State of Ohio Union County s.s. 3 L.S. McCamey being first duly sworn deposes and says the facts stated and allegations made in this foregoing reply are true as he believes

L.S. McCamey

Sworn to before me by said L. S. McFn Carney and by him subscribed in my presence this 20th day of September 1878
W. M. Winget Clerk

Entry

Afterwards to wit on the 15th day of October A.D. 1878 the following entry was made in the journal of said court which reads as follows to wit

L. S. McFn Carney
vs.
James Coulson

This day came the parties by their attorneys and neither party desiring a jury the same was waived by the parties and this cause put submitted to the court upon the pleadings of the parties and the evidence and was argued by counsel On consideration whereof the Court do find for the plaintiff upon the issues joined and the Court do find and assess the amount which the plaintiff ought to recover by reason of the premises at Forty Five (45 00/100) Dollars It is therefore considered ordered and adjudged by the Court that the said plaintiff recover of the defendant the said sum of Forty Five dollars the amount so as aforesaid found and assessed together with his costs in this suit expended taxed at $

Attest W. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 20th day of April A.D. 1878 the following petition was filed with the clerk of said court which reads in the following words and figures to wit

2904 Petition

U. G. Fay Plaintiff
vs.
Robert B. Smith
Andrew Smith
Joseph H. Smith
Defendants

Court of Common Pleas Union County Ohio
The plaintiff says 1st That his action is founded on a promissory note of which the following is a true copy. Three months after date we or either of us promise to pay U. G. Fay or bearer the sum of Six Hundred Dollars for value received with interest at eight per cent annually

Jan 1st 1864 Robert B. Smith, Andrew Smith, Joseph H. Smith,

2d The following credits appear on said note Received on the within 48 Dollars this the 1st of January 1865 Received on the within One Hundred Dollars this the 13th of June 1868 Received on the within One hundred this the first of March 1870 Received on the within Four hundred Dollars this the 3d of June 1871 $200 00/100 October 16th 1875 Received on the within Two Hundred Dollars 3d There is due from the defendants to the plaintiff on said note the sum of Four hundred thirty four and 77/100 Dollars with interest at eight per cent from April 20th 1878 and for which he asks judgement

R. E. Woodburn Atty for Plaintiff

State of Ohio Union County S.S. R. E. Woodburn being duly sworn says that he is the attorney of the above named U. G. Fay duly authorized in the premises that the above pleading of U. G. Fay 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 pleadings of U. G. Fay are as-

Affiant
Sworn to
1878.

Praecipe

Clerk Issue
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Answer

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affiant believes true R. S. Woodburn
Sworn to before me and signed in my presence this 20th day of April 1878. Seal A.H. Baughter Notary Public.

Praecipe Clerk Issue summons upon the petition in the above case returnable according to law Amt Claimed $ 1134.77 with interest at 8 per cent from April 20th 1878 R. S. Woodburn.

Afterwards to wit on the 20th day of April A.D. 1878 the following summons was issued by the clerk to the sheriff of Union County which reads as follows to wit

Summons The State of Ohio Union County S.S. To the Sheriff of the County of Union Greeting We command you to notify Robert B. Smith, Andrew Smith and Joseph H. Smith that they have been sued by H. C. Fay in the Court of Commom Pleas of Union County and that unless they answer by the 18th day of May A.D. 1878 the petition of said H. C. Fay 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 29th day of April A.D. 1878 Witness my hand and the seal of said Court this 20th day of April A.D. 1878 Seal W. M. Winget Clerk

Afterward to wit on the 26th day of April 1878 the following writ was by the Sheriff returned and filed Endorsed as follows to wit

Return The State of Ohio Union County S.S. Received this writ April the 20th A.D. 1878 and pursuant to its command served the same April 25th 1878 by delivering to each of the within named Robert B. Smith and Joseph H. Smith a certified copy of this writ with the endorsements thereon The within named Andrew Smith not found in my County Fees $2.30 J. J. Miller Sheriff

Afterward to wit on the 18th day of May A.D. 1878 the following Answer was filed with the Clerk of said Court which reads as follows to wit

Answer H. C. Fay Plaintiff vs. Robert B. Smith Joseph H. Smith Andrew Smith Defendants } Commons Pleas Union County } Now come the said Robert B. Smith and Joseph H. Smith Defendants and for answer say That they have made payments to the Plaintiff in addition to those credits in the petition upon said indebtedness as follows July 5th 1874 Thirty nine and 00/100 Dollars July 1st 1877 Thirty Dollars April 20th 1878 Twenty Five dollars To which they are entitled to credits of said several dates upon said note 2d They further say that said note was given in pursuance of a corrupt and usurous agreement by and between the said plaintiff and said defendants by which the said defendants agreed to pay the said plaintiff the illegal rate of 8 per cent interest for the loan of said sum of $ 600 " which loan was the sole consideration of said note that defendants therefore pray that the said several sums be allowed as payments upon said note as of said dates of payments as set forth And that said plaintiff have judgement for only the amount of said loan with 6 per cent annual interest thereon from said date after giving credits for all payments endorsed in the note and all herein alleged of the proper dates thereof and

for no more That is for the sum of $ 11807 with interest at 6 per cent from April 20th 1878 which he claims to be all that is due after deducting illegal interest and giving proper credits on account of payments alleged.
F.B. Coleman Attys for Defts.
State of Ohio Union County S.S. 3 Robert B. Smith one of the above named defendants being sworn says the facts stated and allegations contained in his foregoing pleadings are as he believes true
Robert B. Smith
Sworn to and subscribed before me this 17 day of May A.D. 1878
Seal W.H. Keightley Notary Public

Afterwards to wit on the 20th day of May A.D. 1878 the following entry was made in the journal of said Court which reads as follows to wit.

Entry
D.C. Fay
vs.
Robert B. Smith
Andrew Smith
Joseph H. Smith

This cause coming on for hearing and a jury being waived was submitted to the Court upon the pleadings and evidence on consideration whereof the Court find that the said defendants is indebted to the plaintiff in the sum of One Hundred and Eighteen and 75/100 Dollars and his costs herein expended and that this case be continued as to the question in dispute that is the credits claimed by defendant of $39 40/100 of date July 15 1872 and the construction of the contract as to interest and leave is granted to plaintiff to reply putting said credit in issue within days from the rising of the court

Afterwards to wit on the 18th day of September A.D. 1878 the following reply was filed with the clerk of said Court which reads as the following to wit

Reply
D.C. Fay Plaintiff
vs.
Robert B. Smith
Andrew Smith
Joseph H. Smith defts.

In the Court of Common Pleas Union County Ohio
Now comes the plaintiff and for his reply to defendants answer says. That he admits the payments set forth in his answer excepting the one made July 15 1872 of Thirty Nine and 40/100 Dollars The plaintiff further say that there is due him on amount claimed in his petition with interest at 6% payable annualy allowing credits on note and in defendants answer excepting the one made July 15th as aforementioned and says that there is due him on said petition besides the amount on which judgement was taken last term of Court the sum of Ninety one and 67/100 Dollars for which he prays judgement
R.L. Woodburn atty for
State of Ohio Union County O. 3 D.C. Fay being duly sworn says that the facts and allegation stated in his reply are true as he verily believes
D.C. Fay
Sworn to before me and subscribed in my presence this 23d day of September 1878
W.H. Weiger Clerk

Afterward to wit on the 11th day of October A.D. 1878 the following Entry was made in the journal of said court which reads as the following to wit

Entry
D.C. Fay
vs.
Robert Smith
et. als.

This cause came on for hearing on the petition and answer of the defendant and the evidence was submitted to the court on consideration whereof the court find that the defendant is indebted to him in the sum of $ 84 54/100 It is therefore considered

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The following cases Nos 2647+2648 were consolidated and continued as Case No's 2647 2648

2647 Petition

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The State
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Praecipe Effie E. Sh
vs.
W. H. Shi

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Summons The State
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E. Shipley
he answer
E. Shipley
petition
You will
for A.D. 18
day of

by the Court that the said plaintiff recover from the said defendant the said sum of Four and 97/100 Dollars and his costs herein expended taxed at $
Attest W. H. Wingst Clerk

The following cases No 2647+2648 were consolidated and continued as Case No. 2647 2648

2647 Petition

The following Pleas before his Honor Thomas Beer presiding judge of a court of common pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1878 Heretofore to wit on the 21st day of Nov A.D. 1877 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

The State of Ohio Union County S.S. } In the Court of Common Pleas

Effie E. Shipley Plaintiff vs. W. W. Shipley Defendant

The said Effie E. Shipley plaintiff complains of the said W. W. Shipley defendant for that the said defendant on the 10th day of Dec 1875 was indebted to the said plaintiff in the sum of Three Hundred and Seventy Five Dollars $375 00 for a piano by the said plaintiff at that time sold and delivered to the said defendant at his special instance and request and which sum of money was then due and payable and plaintiff avers that said defendant has not paid said sum of money nor any part thereof though often requested so to do and she further avers that said piano and the proceeds thereof are her sole and separate property and estate and that she is a married woman wherefore said plaintiff prays judgement against said defendant for the said sum of $375 00 with interest thereon from the 10th day of December 1875 her damages so as aforesaid sustained

By J. A. Smith her Attorney

The State of Ohio Cuyahoga County S.S. } Effie E. Shipley being first duly sworn deposes and says that the facts stated and allegations contained in the foregoing petition are true as she verily believes

Effie E. Shipley.

Sworn to before me by the said Effie E. Shipley and by her subscribed in my presence this day of November A.D. 1877

Seal Wm. H. Rose Notary Public

Praecipe

Effie E. Shipley vs. W. W. Shipley

In the Court of Common Pleas of Union County Ohio To the Clerk of said Court. Issue a summons in this action returnable according to law Amount claimed $375 with interest from December 10th 1875

J. A. Smith Attorney for Plaintiff

Afterward to wit on the 21st day of November A.D. 1877 the following summons was issued by the clerk to the Sheriff of Union County which reads as follows to wit

Summons

The State of Ohio Union County S.S. } To the Sheriff of the County of Union greeting We command you to notify W. W. Shipley that he has been sued by Effie E. Shipley in the court of Common pleas of Union County and that unless he answer by the 22d day of December A.D. 1877 the petition of said Effie E. Shipley 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 December A.D. 1877 Witness my hand and the seal of said Court this 21st day of November A.D. 1877

Seal W. H. Wingst Clerk.

Afterward to wit on the 26th day of November A.D. 1877 the above writ was by the Sheriff returned and filed endorsed as follows to wit

Return — The State of Ohio Union County S.S. Received this writ November 21st A.D. 1877 at one O'clock P.M. and pursuant to its command served the same November 23d 1877 by delivering to the within named M.M. Shipley a certified copy of this writ with the endorsements thereon Fees $2.50 J. Miller Sheriff
By S.M. Sandon Dep't

Afterwards to wit on the 21st day of December A.D. 1877 the following answer was filed with the clerk of said court which reads as follows to wit

Answer — Effie E. Shipley Plaintiff vs. M.M. Shipley Defendant } In Court of Common Pleas Union County Ohio
The defendant comes and for answer to the petition of the plaintiff says he denies each and every allegation therein contained except that she is the wife of George E. Shipley — Sterling and Sayers Attys for defendants
State of Ohio Union County S.S. M.M. Shipley being first duly sworn says he is the defendant in the above suit and he says the facts stated and allegations made in the above answer are true as he believes
M.M. Shipley
Sworn to before me by M.M. Shipley and signed by him in my presence this 21st day of December A.D. 1877 St. M. Dunigan Clerk

Heretofore on the 21st day of November A.D. 1877 the following petition was filed with the Clerk of said Court which reads as the following to wit.

2648 Petition — Effie E. Shipley Plaintiff vs. M.M. Shipley deft } The State of Ohio Union County S.S. } In the Court of Common Pleas. The said Effie E. Shipley Plaintiff complains of the said M.M. Shipley for that the said plaintiff on the 10th day of January 1876 was the owner and lawfully possessed of certain goods and chattels To wit One Cook Stove of the value of $20.00 One Book Case of the of the value of $35.00 One Extension table of the value of $10.00 and two tons of Coal of the value of $5.00 which goods and Chattels aforesaid to wit on the 10th day of January 1876 came to the possession of the said defendant and the said defendant continuing to injure the said plaintiff did afterwards on the said 10th day of January 1876 wrongfully convert the said goods and chattles to his said defendants own use and benefit to the damage of said plaintiff $100.00 with interest thereon from said 10th day of January 1876 Therefore said Plaintiff prays judgement against said defendant for said sum of $100.00 her damages so as aforesaid sustained
J.A. Smith Attorney for Plaintiff
The State of Ohio Cuyahoga County S.S. } Effie E. Shipley being first duly sworn deposes and says that the facts statements and averments in the above petition are true as she verily believes
Effie E. Shipley
Sworn to before me by the said Effie E. Shipley and by her subscribed in my presence this day of November (Seal) H.A. Rose Notary Public

Praecipe — Effie E. Shipley vs. M.M. Shipley } In the Court of Common Pleas of Union County Ohio. To the Clerk of said Court. Issue a summons in this action returnable according to law, amount claimed $100.00 with interest thereon from the 10th day of January A.D. 1876

Summons — Afterwards ons was issu says on th The State of O The comman E. Shipley n he answer him filed true and p This summ and the ac

Afterwards the Sheriff The State o A.D. 1877 the same Shipley a Fees $2.5 afterward was filed

Answer — Effie E. Sh M.M. Ship

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Entry 2647 2648

is ordered term of Co afterwards amended as the foll

Amended Petition 2647 2648 — Effie E. Sh Plaintiff M.M. Shi

Afterwards to wit on the 21st day of November A.D. 1877 the following summons was issued by the Clerk of said Court to the Sheriff of Union County which reads in the following words and figures to wit.

Summons — The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting We command you to notify M.M. Shipley that he has been sued by Effie E. Shipley in the Court of Common Pleas of Union County and that unless he answer by the 22d day of December A.D. 1877 Effie E. Shipley 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 December A.D. 1877. Witness my hand and the seal of said Court this 21st day of November A.D. 1877

Seal W. H. Wright Clerk

Afterwards to wit on the 26th day of November 1877 the above writ was by the Sheriff returned and filed endorsed as follows to wit

Return — The State of Ohio Union County S.S. } Received this writ November 21st A.D. 1877 at one O. Clock P. M. And pursuant to its command served the same November 23d 1877 by delivering to the within named M.M. Shipley a certified copy of this writ with the endorsements thereon

Fees $2.30 J. J. Miller Sheriff By S. M. Sanders Dept.

Afterward to wit on the 21st day of December A.D. 1877 the following answer was filed with the Clerk of said Court which reads as follows to wit

Answer — Effie E Shipley Plaintiff v.s. M.M. Shipley Defendant

Court of Common Pleas Union County Ohio

The defendant comes and for answer to the petition of the plaintiff says he admits that he got the property named in the petition but says he purchased the same of George E. Shipley the husband of said plaintiff and he says that said goods and chattles were only worth Seventy Five Dollars And he denies each and every other allegations made in said petition Sterling & Ayers Attys for Plff.

State of Ohio Union County S.S. } M.M. Shipley the defendant being duly sworn says the facts stated and allegations made in the above answer are true as he believes M. M. Shipley

Sworn to and Subscribed before me this 21st day of December A.D. 1877

W. H. Wright Clerk

Afterward to wit on the 7th day of May A.D. 1878 the following entry was made in the journal of said Court which reads as follows to wit.

Entry 2647 2648 — Effie E. Shipley v.s. M.M. Shipley

On motion by the consent of the said parties to cases No 2647 and No 2648 the two said cases are hereby consolidated and continued under Nos. 2647+2648 and the plaintiff being a nonresidant of this county is ordered to give security for costs in thirty days from the close of this term of Court.

Afterwards to wit on the 18th day of September A.D. 1878 the following amended petition was filed with the Clerk of said Court which reads as the following words and figures to wit

Amended Petition 2647 2648 — Effie E Shipley Plaintiff v.s. M.M. Shipley Defft

The above numbered cases having at a former term of this Court been consolidated The said plaintiff now comes and by leave of the Court amends his petition and says. First cause of action

The plaintiff on the 10 day of January A.D. 1876 was the owner and legally possessed of certain goods and chattels to wit One Cook Stove of the value of $40.00 one bed case of the value of $35.00 one extension table of the value of $10.00 and two tons of coal of the value of 15.00 which goods and chattels aforesaids to wit on the 10th day of January 1876 came into possession of the said defendant and the said defendant contriving to injure the said plaintiff did afterwards on the said 10th day of January 1876 wrongfully convert the said goods and chattels to his said defendants own use and benefit to the damage of said plaintiff $100.00 Second cause of action The said plaintiff for her second cause of action says that the said defendant on the 10 day December 1875 was the owner and possessor of a certain piano of the value of One Hundred and Seventy Five Dollars $175.00 for at which date the said defendant took and converted said piano to his own use and wholly deprived the said plaintiff of the same from and ever since said date and has wholly refused to pay plaintiff for the same or any part thereof though often requested so to do all of which property is and was the separate estate and property of the said plaintiff The plaintiff says that by reason of the said and foregoing premises she has been damaged in the sum of $475.00 and the loss of the use thereof since the 10th day of December 1875 and for which the plaintiff asks judgment

Cameron and Benton Attorneys for Plaintiff

State of Ohio Union County S.S. J.L. Cameron being first duly sworn deposes and says that he is one of the attorneys of the plaintiff duly authorized in the premises that said plaintiff is a non-residents of the County of Union and now absent therefrom and that I believe the facts stated and allegations made in the foregoing petition to be true

J. L. Cameron

Sworn to before me by J.L. Cameron and by him subscribed in my presence this 18th day of September 1875 W. M. Winget Clerk

Afterwards to wit on the 26th day of September A.D. 1878 the following Answer was filed with the clerk of said Court which reads as follows to wit

Answer

Effie E. Shipley
vs.
M. M. Shipley

Court of Common Pleas Union County Ohio

The said defendant for answer to the plaintiffs amended petition says he admits that he received into his possession the goods mentioned in said petition by an agreement with George E. Shipley the husband of the plaintiff but all the other allegations of the said petition this defendant denies

Robinson & Piper D. M. Cryer Atty. for Deft.

The State of Ohio Union County SS. I M. M. Shipley defendant being duly sworn depose and says he believes the allegations of the foregoing answer to be true

M. M. Shipley.

Sworn to before me and signed in my presence this 26th of September 1878

W. M. Winget Clerk

Afterwards to wit on the 26th day of September the following entry was made in the journal of said court which reads as follows to wit

Entry

Effie E. Shipley
vs.
M. M. Shipley

Now come the parties herein by their attorneys also come the following named persons as jurors to wit

2980 Petition

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George Long, D.C Lane, J. E. Hurniman, W.H.H. Titus, D.M. March, G.L. Sellers, A.A. Woodworth, R. E. Gaines, Harmon Patrick, J.S. Alexander, John Gibson, and J. R. Taylor who were duly impannelled and sworn according to law and thereupon after hearing the evidence argument and charge of the court the jury retired to their room in charge of the sheriff for deliberation and now come said jury into open court with their verdict in writing signed by their foreman and say "We the jury in this case being duly impannelled and sworn do find and say that we find for the plaintiff and assess her damages at $340.00" W.H.H. Titus Foreman afterwards to wit on the 12th day of October A.D. 1878 the following entry was made in the journal of said Court which reads as follows to wit

Entry — Effie E. Shipley et al. vs. W.M. Shipley et al. — This day came on this cause to be heard on the motion for new trial whereupon the defendant withdrew his said motion in consideration that the plaintiff agreed to take the judgement of this present Term rendered at this term of Court against George E. Shipley and J. B. Miller as so much to wit $207.00 to apply thereon and suspend execution on the ballance until the case of Osborn Satcamp and Co. against George E. Shipley & J.B. Miller in this court shall be decided It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant said sum of Three Hundred and Forty Dollars and her costs herein expended taxed to $ and the said $207 is to be applied as payment to that amount and stay of execution is by said agreement to be postponed as above stated

Attest W.M. Monger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas Begun and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 25th day of July A.D. 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

2980 Petition — Richwood Union Building and Loaning Association Plaintiff vs. Isaac N. Green and Ellen Green and E.B. Bum Defts. — The plaintiffs say that they are a Company duly incorporated under the laws of the State of Ohio That on the 18th day of October A.D. 1873 the defendant Isaac N. Green made and delivered to the plaintiff his promissory note of that date a copy of which is here to attached Marked "A" and thereby promised to pay to the plaintiff the sum of six hundred dollars when the association should be declared duly ended with interest on Two hundred and Eight dollars from date thereof for value received. The defendants Isaac N. Green and Ellen Green on the 18th day of October A.D. 1873 to secure the payment of said note executed and

delivered to the plaintiff their mortgage deed and thereby conveyed to the plaintiffs and their assigns the following lands and tenements situate in Cluiborne Township County of Union and State of Ohio to wit Lot No Six Hundred and Twenty Eight (628) in Q. Rems, addition to the Village of Richmond For a more specific description reference is made to the plat of said addition The conditions contained in said mortgage deed are in substance That whereas the said Isaac N. Grun had executed and delivered to the said Richmond Union Building and Saving Association of Richmond Ohio his promissory note dated the Eighteenth day of October A. D. 1873 for the sum of Six Hundred Dollars upon the following conditions said Isaac Grun being a member of the association and having at a regular meeting of the association had a premium of Sixty Four & 100 Dollars per share of stock for precidence in taking an advanced loan and having thereby obtained precidence and having received from said association an advanced loan of Five hundred and Eight Dollar The full value of said shares of stock in said association on each of which said shares of stock he agreed to pay a weekly installment of twenty five cents and on Five hundred and Eight Dollars amount of said advanced loan exclusive of premium for precidence he agrees to pay interest at the rate of six per cent per annum in equal weekly payments of $1,25 each on meeting night of week until said association shall be dissolved as provided in the constitution thereof the taxes on the premises the fire insurance premiums on said property ground rents thereon and all the fines and forfeiture according to the constitution and by-laws of said association That if the said Isaac N. Grun should punctually pay to the said association or its assigns the said weekly installments on said three shares of stock and the interest as above stated the taxes on said property the Fire Insurance Premiums on said property the ground rents thereon and all the fines and forfeitures according to the Constitution and By-Laws of said Association then these presents to be void But if the said Isaac N. Grun should fail to pay the said weekly installments of dues and interest as above stated the taxes Fire Insurance Premiums Ground rents or fines and forfeiture when the same respectively becomes due or within ninety days after due then the amount of said loan should become due and the mortgage foreclosed.

On the 23 day of October 1874 at 3 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 October 30 1874 in Book 1 B. L. A. Page 121 Plaintiffs say that the board of directors of said association has not decided the said association ended, and the same is not ended The said shares has become absolute. The weekly installments of stated dues were paid in full up to and including December 8th 1877 but then ceased and no payments of said stated dues have since been made upon said three shares of stock since said 8 day of December 1877. The weekly install-

Copy of Bill marked "A."

ments of stated dues were paid in full up to and including December 8th 1877 but then ceased and no payments of said stated dues have since been made upon said Three Shares of Stock since said 8 day of December 1877 The weekly installment of stated dues upon each share is Twenty Five cents on said three Shares the stated dues aforesaid would be Seventy Five cents per week from December 8th 1877 to July 27 1878 which would make 33 payments of said stated dues due on the said 27th day of July 1878 and which remains unpaid The lowest fines assessed upon failure to pay said stated dues at the time the failure to pay said stated dues herein mentioned began was 5 cents per share under the Constitution and By-Laws of said association and on three shares 15 cents per week for default in Payment of stated dues on said three shares which for thirty three weeks would make Four & 95/100 dollars due and remaining unpaid upon said thirty three installments of weekly dues upon three shares of stock as fines for non payment of said weekly dues There has been no interest paid at any time upon said Two Hundred and Eight Dollars in said note and mortgage mentioned either by Isaac N. Green or any person for him Since December 8th 1877 There is due and remaining unpaid upon said indebtedness the sum of Twenty Four & 75/100 Dollars of stated weekly dues and twenty five cents per week for thirty three weeks and the said sum of 15 cents per week as fines on said three Shares of stock for Thirty three weeks making Four and 95/100 dollars now due of fines upon said three shares of stock and making the aggregate sum of Thirty Seven & 70/100 Dollars of stated dues and fines unpaid with interest on the said sum of Two Hundred and Eight Dollars from the 8th day of December 1877 which remains unpaid and which makes a weekly installment of interest of (24) Twenty Four cents per week for which sums Plaintiffs claim

Copy of Note Marked "A."

$ 600.00 Richmond Ohio October 18 1873 No 8

I promise to pay to the Richmond Union Building and Saving Association the sum of Six Hundred Dollars Value received on an advanced Loan of Two Hundred and Eight Dollars the full amount on three shares of stock in said Association owned by me on each of which I agree to pay a weekly installment of 25/100 Dollars per week and on Two Hundred and Eight Dollars I agree to pay interest at the rate of 6 per cent per annum in weekly installments of 2/100 Dollars each without any relief whatever from valuation or appraisement Laws All to be paid until the said association is dissolved according to the Constitution and By-Laws thereof

Witness (Signed) Isaac N. Green

Upon which was the following endorsement "I hereby certify the within to be a true copy of the original note J.P. Brookins Sec R.U.B. & S.A."

Plaintiffs say for their Second cause of action That on the eighteenth day of July A.D 1874 the defendant Isaac N. Green made and delivered to the plaintiffs his promissory note of that date a copy of which is here to attached Marked "B" and thereby promised to pay to Plaintiff the sum of Two hundred dollars when the association should be declared duly ended with interest on ninety

Dollars from the date thereof for value received The defendants Isaac
N. Green and Ellen N. Green on the 20th day of July A.D. 1874 to se-
cure the payment of said note executed and delivered to plaintiffs
their mortgage deed and thereby conveyed to the plaintiffs their
assigns the same property with the same description as above in
plaintiffs first cause of action The conditions contained in said
Mortgage deed are in substance That whereas the said Isaac N.
Green had executed and delivered to the said Richwood Union
Building and Saving Association of Richwood Ohio his promi-
ssory note dated the 18th day of July 1874 for the sum of Five Hun-
dred Dollars upon the following conditions Said Isaac N. Green
being a member of the association and having at a regular meet-
ing of the association bid a premium of Fifty Four dollars per
Share of stock for priordence in taking on advanced loan of Nin-
ety Dollars The full value of One Share of stock in said associ-
ation on which Share of stock he agreed to pay a weekly instal-
lment of Twenty Four cents and on Ninety Dollars amount of said
advanced loan exclusive of premium for priordence he agrees to
pay interest at the rate of six per cent per annum in equal weekly
payments of $0.10 on meeting night of each week until said asso-
iation shall be disolved as provided in the constitution thereof the taxes
on the premises the fire insurance premium on said property
ground rents thereon and all the fines and forfeitures according
to the constitution and By-Laws of said association That if the
said Isaac N. Green should punctualy pay to the said associ-
ation or its assigns the said weekly installments on said one share
of stock and the interest as above stated the taxes on said property
the fire insurance premium on said property the ground rents
thereon and all the fines and forfeitures according to the constitu-
tion and By-Laws of said association then these presents to be
void But if the said Isaac N. Green should fail to pay the said
weekly installments of dues and interest as above stated the taxes
the fire insurance premiums ground rents or fines and forfei-
tures when the same respectively become due or within ninety
days after due then the amount of said loan shall become due
and the mortgage foreclosed On the 27 day of October A.D. 1874
at 5 O. Clock P.M. the said mortgage was delivered to the recorder
of said County to be by him entered on the records and was recor-
ded November 2d 1874 In Book 1 B. S. A. Page 123 Plaintiff
says that the board of directors of said association has not decided
the said association legaly ended the said deed has become absolute
the weekly installments of stated dues were paid in full up to
and including December 8th 1877 But then ceased and no pay-
ment of said stated dues have since been made upon said one
share of stock since December 8th 1877 The weekly installments
of stated dues upon each share is twenty five cents on said share
The stated dues aforesaid would be twenty five cents per week
from December 8th 1878 to July 27 1878 which would make
33 payments of said stated dues on the said 27 day of July 1878

and which remain unpaid The lowest fine assessed upon failure to pay said stated dues at the time the failure to pay said stated dues herein mentioned began was 5 cents per share under the Constitution and By-Laws of said association and on one share 5 cents per week for default of payment of stated dues on said share which for said thirty three weeks would be One $^{65}/_{100}$ dollars due and remaining unpaid upon said thirty three installments of weekly dues upon said share of stock as fines for non-payment of said weekly dues There has been no interest paid at any time upon said Ninety Dollars in said note and mortgage mentioned & taken by Isaac A. Green or any person for him since December 5 1873 There is due and remaining unpaid upon said installments the sum of Eight $^{25}/_{100}$ Dollars of stated weekly dues and twenty per cents per week of thirty three weeks and the said sum of 5 cents per week as fines on said share of stock for thirty three weeks making One and $^{65}/_{100}$ dollars now due of fine upon said share of stock and making the aggregate sum of Nineteen and $^{20}/_{100}$ dollars of stated dues and fine unpaid with no interest on the said sum of Ninety Dollars from the 8th day of December 1877 which remains unpaid and which makes a weekly assessment of the sum of (60) Sixty cents per week and for which plaintiffs ask judgment

$ 200.00 Richmond Ohio July 18th 1874 No 28

(Copy of Note marked "C")

Union

I promise to pay to the Richmond " Building and Saving Association the sum of Two Hundred Dollars Value Received in an advanced loan of Ninety Dollars the full amount on one share of stock in said Association owned by me in each of which I agree to pay a weekly installment of Two Dollars per week and on Ninety Dollars I agree to pay interest at the rate of 6 per cent per annum in weekly installments of $^{10}/_{100}$ Dollars each without any relief whatever from Valuation or Appraisement Laws All to be paid until the said association shall be dissolved according to the Constitution and By Laws thereof Should the weekly interest remain unpaid for four weeks or should the weekly dues remain unpaid for ninety days then this note to become due and collectable immediately (Signed) Isaac A. Green

Said Note had the following endorsement "I hereby certify the within to be a true copy of the original Note" J.T. Brookins Sec R. U. B. & S. A."

Plaintiffs say For their third cause of action That on the 17th day of October A.D. 1874 The defendant Isaac A. Green made and delivered to the Plaintiff his promissory note of that date a copy of which is here to attached Marked "C" and thereby promised to pay to plaintiffs the sum of Two hundred dollars when the association should be declared duly ended with interest on ninety nine $^{0}/_{100}$ dollars from the date thereof for value received The defendant Isaac A. Green and Ellen A. Green on the 17th day of October A.D. 1874 to secure the payment of said note executed and delivered to the plaintiffs. their Mortgage Deed and thereby conveyed to the plaintiffs and their assigns the same Real Estate described in Plaintiffs first cause of action The conditions contained in said Mortgage deed are in substance That whereas the said Isaac A. Green had executed and delivered to the said Richmond Union Building and Saving Association of Richmond Ohio his promissory Note dated the 17th day of October 1874 for the sum of Two Hundred

Dollars upon the following conditions said Isaac N. Green being a member of the association and having at a regular meeting of the association bid a premium of Fifty + 25/100 dollars for said share of stock for preciluence in taking an advanced loan and having thereby obtained preciluence and having received from said association an advanced loan of Ninety Nine + 00/100 dollars the full value of one share of stock in said association in which share of stock he agreed to pay a weekly installment of twenty five cents and on ninety nine + 00/100 dollars the amount of said advance loan Exclusive of premium for preciluence he agrees to pay interest at the rate of six per cent per annum in Equal weekly payments of $ 0.11 commencing eight of each week until said association shall be dissolved as provided in the constitution thereof the taxes on the premises the Reinsurance premium on said property ground rents thereon and all the fines and forfeitures according to the constitution and by-laws of said association That if the said Isaac N. Green should punctually pay to the said association or its assigns the said weekly installments on said share of stock and the interest as above stated the taxes on said property the fire insurance premium on said property the ground rents thereon and all the fines and forfeitures according to the constitution and By-laws of said association then these presents to be void but if the said Isaac N. Green should fail to pay the said weekly installments of due and interest as above stated the taxes fire insurance premium ground rents or fines and forfeitures when the same respectively becomes due or within ninety days after due then the amount of said loan shall become due and the mortgage be forclosed On the 23d of October 1874 at 3 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 November 2d 1874 in Book 1 B. S. C. Page 125 — Plaintiffs say that the Board of directors of said association has not decided the said association legally ended the said deed has become absolute That weekly installment of stated dues were paid in full up to and including December 8th 1877 but the owned and no payment of stated dues have since been made upon said share of stock since said 8th day of December 1877 The weekly installments of stated dues upon said share is twenty five cents on said share the stated due aforesaid would be twenty five cents per week from December 8th 1877 to July 27th 1878 which would make thirty four payments of said stated dues due on the said 27th day of July 1878 and which remains unpaid The lowest fine assessed upon failure to pay said stated dues at the time the failure to pay said stated dues herein mentioned began was 5 cents per week on said share under the constitution and by-laws of said association and on said share 5 cents per week for default in payment of stated dues on said share which thirty three weeks would make One + 65/100 dollars due and remaining unpaid upon said thirty three installments of weekly dues upon said share of stock as fines for non payment of said weekly dues There has been no interest paid at any time upon said ninety nine and 00/100 dollars in said note and mortgage mentioned either by Isaac N. Green or any person for him since December 8th 1878

Copy of Note Marked "C"

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There is due and remaining unpaid upon said indebtedness the sum of Eight and 25/100 dollars of stated weekly dues and twenty fives cents per week for thirty three weeks and the said sum of 6 cents per week as fines on said share of stock for thirty three weeks making One & 65/100 dollars now due of fines upon said share of stock and making the aggregate sum of thirteen & 90/100 dollars of stated dues and fines unpaid with the interest on said sum of Ninety nine & 00/100 dollars from the 8th day of December 1873 which remains unpaid and which makes a weekly installments of interest of 011 cents per week The said E. B. Benn claims to have some interest in said premises but the nature and extent is unknown to the plaintiff and demands proof of the same The Plaintiff therefore prays that a just and true account of the monies due upon said notes and mortgages may be taken and the said defendants ordered to pay the same in a short day to be named and upon failure to pay then the said mortgages may be foreclosed and the said premises ordered to be sold and the proceeds applied to the payment of the said sums found due and to all proper relief

Copy of Note Marked "C"

$200 00/100 Richmond Ohio October 17th 1874 No 3d

I promise to pay to the Richmond Union Building & Loaning Association the sum of Two Hundred Dollars Value Received on said advanced loan of Ninety Nine & 00/100 Dollars the full amount on one share of stock in said Association owned by me on each of which I agree to pay a weekly installment of 50/100 Dollars per week and on Ninety Nine & 00/100 dollars I agree to pay interest at the rate of Six percent per annum in weekly installments of 1/100 Dollars each without any relief whatever from Valuation or Appraisement Laws. All to be paid until said association is dissolved according to the constitution and By-Laws thereof Should the weekly interest remain unpaid for four weeks or the weekly dues remain unpaid for ninety days then this note to become due and collectable immediately (Signed) Isaac A. Green

Said note was indorsed as follows "I hereby certify the within to be a true copy of the original note J. Hawkins Sect. R. U. B. & L. Co.

Cameron and Benton Attorneys for Plff.

State of Ohio Union County S. S. } D. B. Benton first duly sworn deposes and says that I am one of the attorneys of the said Plaintiffs duly authorized in the premises that the said Plaintiff is a corporation duly incorporated under the laws of Ohio and that the facts stated and allegations made in the foregoing petition are true as verily believe

D. B. Benton

Sworn to before me by D. B. Benton and by him subscribed in my presence this 27th day of July A. D. 1878 H. M. Wenger Clerk

Precipe To the Clerk Issue summon upon the petition in the above case returnable according to law Amount claimed $64 35/100 and foreclosure of Mortgages

Cameron & Benton Attys for Plaintiff

afterwards to wit on the 27th day of July the following writ was issued by the Clerk of said Court to the Sheriff of Union County which reads as follows to wit

Summons The State of Ohio Union County s.s. } To the Sheriff of Union County Greeting
We command you to notify Isaac A. Green and Ellen M. Green that they have been sued by the Richwood Union Building and Saving Association in the Court of Common Pleas of Union County and that unless they answer by the 26th day of August A.D. 1878 the petition of the said Building and Saving association 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 5th day of August A.D. 1878. Witness my hand and the seal of said Court this 27th day of July A.D. 1878 (Seal) D. M. Wing Clerk

Return afterwards to wit on the 5th day of August A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as follows to wit
The State of Ohio Union County s.s. } Received this writ July 27th A.D. 1878 at 3 O. Clock P. M. The within named Isaac A. Green and Ellen M. Green not found in My County Fees 2.00 J. J. Miller Sheriff

Afterwards to wit on the 5th day of September A.D. 1878 the following summons was issued by the Clerk of said County to the Sheriff of Union County which reads as follows to wit

Summons The State of Ohio Union County s.s. } To the Sheriff of the County of Union Greeting We command you to notify E.B. Beem that he and others have been sued by the Richwood Union Building and Saving Association in the Court of Common Pleas of Union County and that unless he answer by the 5th day of October A.D. 1878 the petition of the said Building and Saving Association 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 16th day of September A.D. 1878 Witness my hand and the seal of said Court this 5th day of September A.D. 1878 (Seal) D. M. Wing Clerk

Afterwards to wit on the 16th day of September A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as follows to wit

Return The State of Ohio Union County s.s. } Received this writ September 7th A.D. 1878 at 3 O. Clock P. M. and pursuant to its command served the same September 13th 1878 by delivering a certified copy thereof with the endorsements thereon to the within named E.B. Beem Fee $2.30 J. J. Miller Sheriff

On the same day last above mentioned to wit the 5th day of September A.D. 1878 the following writ was issued by the Clerk to the Sheriff of Marion County which reads as follows to wit

Summons The State of Ohio Union County s.s. } To the Sheriff of the County of Marion Greeting We command you to notify Isaac A. Green and Ellen M. Green that they and another have been sued by the Richwood Union Building and Saving Association in the Court of Common Pleas of Union County and that unless they answer by the 5th day of October A.D. 1878 the petition of said Building & Saving Association against them filed in the Clerks office of said Court such petition will be taken as true and judgement rendered according to You will make due return of this summons on the 11th day of September A.D. 1878 Witness my hand and the seal of said

Issued this 5th day of September A.D. 1878 Ed'd H. Hill Dwyer Clerk

Return

of Summons to wit on the 16th day of September the above writ was by the sheriff returned and filed Endorsed as follows to wit
The State of Ohio Marion County s.s. 3 Received this writ September 6th A.D. 1878 at 3 o'clock P.M. and pursuant to its command I served the same on the 9th day of September A.D. 1878 by leaving a true and certified copy of this summons with the endorsement thereon at the usual place of residence of each of the within named defendants Isaac A. Gunn and Ellen A. Gunn
Fees $6.35 S.A. Guthrie Sheriff.

Entry

of Summons to wit on the 11th day of October A.D. 1878 the following entry was made in the journal of said Court which reads as the following and to wit
Richmond U.B.T. & S.A. } Now came the plaintiff herein and the defendants
vs. } being in default of answer or demurrer the court
Isaac A. Gunn et al. } find that the defendants have failed to pay to the
plaintiff the weekly installments of dues and interest as in the petition
set forth and that there is due to said plaintiff as dues to the first
day of this term Sept 9th 1878 the sum of $29.25 and as interest the
sum of $9.30 The Court further find that there is due to the said
plaintiffs from the said defendants as and by way of fines for non
payment of said dues as in the petition alleged the sum of $5.80
making in all for dues interest and fines the sum of Forty four
and 40/100 dollars The court further find that in order to secure
the regular payment of said dues and other installments as well as
those hereafter to become due the said Isaac A. Gunn and Ellen
A. Gunn his wife executed and delivered to this plaintiff their
certain mortgage in the petition described and on the premises
therein described that said mortgage was on the 30th day of Octo-
ber 1874 duly recorded in book 1 B. D. A. Page 121 of the records
of Mortgages of Union County and that the same is the first
lein on the premises described in the petition The Court further find
that the defendants has failed to pay on the plaintiffs second cause
of action the weekly installments of dues and the interest as in the
Petition set forth and that there is due to said plaintiffs as dues
to the first day of this term Sept 9th 1878 the sum of $9.75 and as
interest the sum of $3.96 The Court further find that their is due
to said plaintiff from said defendants as and by way of fines
for the non payment of said dues as in the petition alleged the
sum of $1.05 making in all for dues interest and fines the sum of
$5.80 The court further find that in order to secure the regular
payment of said dues and other installments as well as those he-
reafter to become due the said Isaac A. Gunn and Ellen A. Gunn
his wife executed and delivered to this plaintiff their certain
mortgage in the petition described and on the premises therein
described that said mortgage was on the 2d day of November
1874 recorded in Book 1 B. D. A. Page 123 of the records of mort-
gages of Union County and that the same is the second lein on
the premises described in the petition. The Court further find
that the defendants has failed to pay on the plaintiffs third
cause of action the weekly installments of dues and the interest

as in the petition set forth and that there is due to said plaintiff as dues to the first day of this term September 9th 1878 the sum of $9.25 and as interest the sum of $1.27 The Court further find that there is due to said plaintiffs from said defendants as and by way of fines for non-payment of said dues as in the petition alleged the sum of $1.05 making in all for dues interest and fines the sum of fifteen & 99/100 dollars The court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due the said Isaac A. Shipley and Ellen M. Shipley his wife executed and delivered to this plaintiff their certain mortgage in the petition described and on the premises therein described that said mortgage was on the second day of December 1874 Recorded in Book 1 B. J. C. Page 125 of the records of Mortgages of Union County and that the same is a valid lien on the premises described in the petition It is therefore considered by the Court that unless the said defendants shall within 10 days from the entry hereof pay or cause to be paid to the said plaintiffs the sum of $9.25 so found due and to the clerk of this Court the costs taxed herein at $ Then the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into court for further order

Attest W. M. Winger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1878. Thereafter to wit on the 30th day of March the following petition was filed with the clerk of said court which reads as the following words and figures to wit

28th day of March Petition

William H. Shipley and William A. Shipley doing business under firm name and style of W. H. Shipley and Son Plaintiff vs. George E. Shipley J. B. Miller, Milton M. Shipley and John Sandon Defendants

Court of Common Pleas Union County Ohio The plaintiffs say That their action is founded upon a promissory note of which the following is a copy with the endorsements thereon

"$200" Marysville O. March 8 1877"
"Six months after date we promise to"
"pay to the order of W. H. Shipley two hundred Dollars Value received payable at"
"Richwood G. E. Shipley J. B. Miller"

That no credits thereon The defendants G. E. Shipley and J. B. Miller are liable on said note as makers and the defendants Milton M. Shipley and John Sandon as endorsers. On the 21st day of February A.D. 1878 the said Milton M. Shipley Endorsed and delivered said note to the said John Sandon who on the 5th day of March 1878 endorsed and delivered the said note to the plaintiffs On the day said note became due no part of it was paid although then presented to the said J. B. Miller & said George E. Shipley and they at that

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time a resident of said County of Union and being absent therefrom / for payment and protested all of which the said Milton M. Shipley and John Landon had then due notice There is due from the defendants to the plaintiffs on said note the sum of Two Hundred Dollars which they claim with interest from the 11th day of March A.D. 1878 and for which with costs of protest of three Dollars they ask judgement Robinson and Piper Attorneys for Plaff.

State of Ohio Union County S.S. 3 D. Piper being duly sworn says he is one of the attorneys of the said H.S Phelps and sons the plaintiff that said plaintiffs are non-residents of said County of Union and are non absent therefrom and that the facts stated and allegations in the foregoing petition of said H.S. Phelps and sons are as affiant believes true D. Piper

Sworn to before me by D. Piper and by him subscribed in my presence this 30 day of March A.D. 1878 H.M. Monger Clerk

Pacpit To Clerk. Issue summons upon the abov petition to J.B. Miller M.M. Shipley and John Landon returnable according to law Endorse Amount claimed $200.00 with interest from March 11th 1878 Robinson and Piper Attorney for Plff.

Afterwards to wit on the 30th day of March A.D. 1878 the following summons was issued by the Clerk of the Court to the Sheriff of Union County which reads as the following words to wit.

Summons The State of Ohio Union County S.S. 3 To the Sheriff of the County of Union Greeting We command you to notify J. B. Miller M. M. Shipley and John Landon that they have been sued by Winslow S. Phelps William A Phelps doing business under the firm name and Styled of H.S. Phelps and Sons. in the Court of Common Pleas of Union County and that unless they answer by the 27th day of April A.D. 1878 the petition of said H.S. Phelps & Sons. 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 8th day of April A.D. 1878. Witness my hand and the seal of said Court this 30th day of March A.D. 1878 Seal H.M. Monger Clerk

Afterwards to wit on the 8th day of April A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as follows to wit.

Return The State of Ohio Union County S.S. 3 Received this writ March 30th A.D. 1878 And pursuant to its command served the same April 4th 1878 by leaving at the residence of each of the within named defendants J.B. Miller, M.M. Shipley and John Landon a certified copy of this writ with the endorsements thereon Fees 3.50 J. Miller Sheriff.

Afterward to wit on the 29th day of April A.D. 1878 the following summons was issued by the Clerk to the Sheriff of Union County which reads in the following words and figures to wit.

Summons The State of Ohio Union County S.S. 3 To the Sheriff of the County of Union Greeting We command you to notify George E. Shipley that he & others have been sued by H.S. Phelps & Sons. in the Court of Common Pleas of Union County and that unless he answer

by the 1st day of June A.D. 1878 the petition of the said W. S. Phelps and Sons 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 13th day of May 1878. Witness my hand and the seal of said Court this 29th day of April A.D. 1878 (Seal) H. M. Winget Clerk

By Peter Randall Deputy

Aftemard to wit on the 29th day of April A.D. 1878 the following was by the Sheriff returned and filed endorsed as follows to wit

Return — The State of Ohio Union County S.S. } Received this writ April 29th A.D. 1878 at one O. Clock P M. and pursuant to its command served the same April 29th 1878 by delivering to the within named George E. Shipley a certified copy of this writ with the endorsements thereon

Fees $1.50

J. J. Miller Sheriff

Aftemard to wit on the 11th day of September A.D. 1878 the following entry was made in the journal of said Court which reads as follows to wit

Entry — W. S. Phelps & Sons v.s. George Shipley & others } This case is assigned for trial Thursday of the 3d week of this term

Aftemard to wit on the 26th day of September 1878 the following answer was filed with the clerk of the Court which reads as follows to wit

Answer — W. S. Phelps & Sons Plaintiffs v.s. George E. Shipley et als. Defendants } In Union County Court of Common Pleas The said George E. Shipley and John D. Miller for their answer to the petition of the said plaintiffs say. That said plaintiffs ought not to have or maintain their said action against them defendants or either of them and for cause says that these defendants deny that said W. S. Phelps and Sons are the legal owners or holders of the said note set forth in the petition or that they have any right or interest in the same These defendants state further that the said M. M. Shipley got possession of the note set forth in the said petition in the manner in the 2d defense herein stated and that the same in his hand was and is fraudulent and void That said M. M. Shipley and John Sanden acting in concert and contriving to wrong these defendants and to put them to trouble and expense caused the said pretended indorsement to be made on the said note but these defendants aver that said Sanden and said plaintiffs had notice of all the facts and defences in the 2d defense set forth herein These defendants say that no considerations ever passed either between the said M. M. Shipley and the said Sanden or between the said Sanden and the said plaintiffs but it is agreed and understood between said plaintiffs and said Sanden and M. M. Shipley that said plaintiffs name shall be used under the pretense of innocent purchaser but that all expense shall be borne by said M. M. Shipley and all sums recovered shall belong to him and the said plaintiffs have paid nothing for said note and are in no wise interested therein These said defendants aver that they are entitled to the testimony of both the said Windsor S. Phelps and William A. Phelps in this case and they and each of them

Intervening — are regu... Second ... further ... maintain ... there was ... signed th... ne for the ... charge ... and insp... while sai... troubled ... know off ... libert the ... to be dra... wholly ... Shipley ... Miller ... the said ... from the ... said M. ... extortion ... entition ... to the pla... as the da... The said ... answer ... in this ca... W. S. Phe... and com... date tha... of your ... on the ... 5th ... him ... pretense ... the pretense ... with ... any mon... of W. S. ... the said ... whether ... 9th ... note th... all the ... discontin... and ... yourself ... of the ... defend... day ...

are required to answer under oath the interrogations hereto annexed
Second defense The said defendants John B. Miller and George E. Shipley
further answering say that said plaintiffs ought not to have or
maintain their said action against them or either of them because they say
there was no consideration for said note that at the time these defendants
signed the said note the said W. W. Shipley had caused an affidavit to issue
for the arrest of the said George Shipley upon a false and groundless
charge of forgery and while the said George Shipley was under duress
and imprisoned so caused and procured by the said W. W. Shipley and
while said George E. Shipley was in excitement and anguish of mind and
troubled by reason of said duress and imprisonment anxious and to
throw off and avoid the said restraint and in the hope of procuring instant
libert the said W. W. Shipley caused the note in the petition set forth
to be drawn up and signed by said George E. Shipley but the same was
wholly without consideration and was signed by said defendant
Shipley while under the duress and imprisonment aforesaid Said
Miller was merely a surety on said note and is a near relative of
the said Shipley and signed said note as security to procure his release
from the duress and imprisonment aforesaid And all the action of the
said W. W. Shipley in that behalf was for the purpose of unlawfully
extorting money from the said George E. Shipley without consid-
eration and these facts were and are known to said London and
to the plaintiffs and were so known at the time alleged in the petition
as the date of the indorsement on the said note

Interrogatories The said Winslow S. Phelps and William A. Phelps, are each required to answer the following questions touching the said matters set forth in this case 1st State what position you occupy in the firm of W. S. Phelps and Son 2d State whether you have charge of the books and commercial transactions of said firm 3d State and give the exact date that you first saw or knew of the note set forth in the petition if you saw or knew of the same at all 4th State whether the note sued on in this case was ever in the possession of the firm of W. S. Phelps & Son 5th State whether any entry was ever made on the books of said firm in regard to said note if so give the date 6th State whether the firm of W. S. Phelps & Son had any account or business transactions with said London in the month of March 1878 7th State whether any money credit or other valuable thing was paid by the firm of W. S. Phelps & Son for said note 8th State and set forth fully how the said note became sued on in the name of W. S. Phelps & Son and whether they now or ever had any interest in this suit if so what. 9th Did not John London one of the defendants hold said note till due and did he not then send it for protest and pay all the expense and was not W. S. Phelps and Son wholly disinterested and unknown in said transaction 10th Give the date and entry of the said transacting if any ever occurred between yourself and said London and Shipley in regard to the transfer of the said note State full all that occurred in that regard The said defendants Shipley and Miller ask that may go hence without day and recover their costs Cameron and Benton Attys for defts Shipley & Miller

State of Ohio Union County, S.S. } George E. Shipley one of the said defendants being first duly sworn deposes and says the facts stated and allegations made in the foregoing answer are true as he truly believes

George E. Shipley

Sworn to and subscribed before me this 26th day of September A.D. 1878

W.H. Winget Clerk

Reply. Afterward to wit on the 4th day of October A.D. 1878 the following Reply was filed with the clerk of the Court which reads as follows to wit

U.S. Phelps et al vs. George E. Shipley et al. } In Court of Common Pleas Union County Ohio

The said plaintiffs say they have no knowledge of any the matters & things set up in said answer of defendants, relating to the consideration of said promissory note and therefor deny the same and say they bought the said note for full value on the 5th day of March 1878 from John Landon who then endorsed the same over to the plaintiffs in account in the usual course of business without any notice or knowledge of the plaintiffs or either of them of any defence or claim of defence against the same by the defendants or of any other matters alleged in said answer of defendants and the plaintiffs further deny each and every allegation of said answer excepting they admit that they bought said note and that they own the same

Robinson and Piper Atty's for Plaintiffs.

The State of Ohio Union County ss. } Samuel A. Phelps being duly sworn deposes and says he is the agent of the plaintiffs in the above cause that he is the transacting agent of said plaintiffs most of the time and their book keeper when at home that he is personally acquainted with the matters and things referred to in the above reply and he himself did the business referred to for the plaintiffs and knows the allegations of the foregoing reply to be true of his own knowledge and the plaintiffs are all non-residents of the County of Union and the allegations of the foregoing reply are true as he believes

Sam A. Phelps

Sworn to before me and signed in my presence this 4th of October 1878

Wesley Hammond J.P.

Afterward to wit on the 5th day of October A.D. 1878 the following Answer to Interrogations of above petitions was filed with the Clerk of the Court and read as the following words to wit

Reply. U.S. Phelps et al vs. George E. Shipley et al. } In Court of Common Pleas Union County Ohio

The said Winslow S. Phelps and said William A. Phelps say they have no knowledge of the matters and things alleged in defendants answer so far as it relates to the consideration of said note and therefore for the purpose of requiring proof thereof deny the same and they deny the allegations of said answer so far as they charge the plaintiffs with colluding with the defendants or either of them or of acting as their agents or either of them but say that in fact that through their agent selling goods and collecting accounts Samuel A. Phelps the plaintiffs bought said note of John Landon on the 5th of March 1878 in the usual course of business for full consideration without any knowledge of a defence or any claim of defence on their part and

Answer to 1st Interrog-

Answer to 2d Int.

Ans to 3 Interrogs and to 4 Questions

Answer to 4th Quest.

Ans to 5 Questions and to 6 Questions

Ans to 6th Question

Ans to 7th Question

Ans to 8 Question

Ans to 9 Question

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therefore ask judgement as prayed for in said petition on said note
Robinson and Piper Attys for Plaintiffs.

The State of Ohio Montgomery Co S.S. } William A. Phelps and Minelon S. Phelps being duly sworn depose and say they believe the allegations of the foregoing reply to be true and they say further by way of answer to said interrogations that Minelon S. Phelps owe not give personal attention to the business of the firm but furnishes Capatal for his sons who carry on the business and said Minelon S. Phelps is unable to answer either of the interrogations. Put in the defendants answer from his own personal Knowledge. And the said Wm A. Phelps is the purchasing partner and is nearly all the time at the storehouse of the plaintiffs where they transact their wholesale business in Dayton Ohio He has access to the books of the firm but is not one of the book-keepers of the firm and has no knowledge of either of the matters referred to in either of the interrogations put in defendants answer except what Samuel R. Phelps the traveling and collecting agent of the plaintiffs told them to wit that he as their agent took an account of John Landon on his endorsement to the plaintiffs the note sued on in this case We know nothing of the note personally as our said agent sent it to our Attorney directly upon receiving it as we were informed by him but an entry was made of the transaction in the Company books immediately upon his arrival home from his trip two days after the 5th of March when he obtained the same We had no knowledge about the note until his arrival home and then we learned nothing of any difficulty about the note The date of the entry on our book is March 7th 1878 The note was never in the possession of the plaintiffs except by their agent Samuel R. Phelps who had possession of the same and sent it to Robinson and Piper for collection for the Plaintiffs The only entry made on the plaintiffs books is the one referred to above and the date is there correctly given The firm of W. A. Phelps and Sons had business transactions with said John Landon almost every month for the past five years and on the 5th March 1878 our said agent took said note of him on account and our said agent sold him that day a bill of goods on account amounting to $122 02/100 He was then indebted to plaintiff several hundred dollars on account of goods sold him previous thereto. There was no money or other thing paid for said note but it was taken as before stated in his open account for goods sold and delivered to him by plaintiff The said note was sued on in the plaintiffs name because they obtained from John Landon the said note who endorsed the same to the plaintiffs and thereby said plaintiffs became the owners thereof and as we suppose had a right to sue it in our own name The Plaintiffs now said note but hold said Landon and Shipley liable as endorsers thereon and expect Landon to pay us the money if we fail to collect from the makers of said note

Our agent Samuel R. Phelps sent the note March 5th 1878 from Richwood Ohio as we are informed by him and believe directly to Robinson and Piper with written orders to collect for the plaintiffs and they as we are informed caused demand and notice to be

Answer to first Interrogatory

Answer to 2d Int.

Answer to 3d Quest

Answer to 4th Quest.

Ans to 5 Question and 6 Question

Ans to 7th Question

Ans to 8th Question

Ans to 9 Question

Answer to Question

served on the indorsers Our said Attorneys paid the expense of protest as we are informed we have no personal knowledge of it. The plaintiffs are not disinterested or unknown in the transaction of the date or nature of any entries made by said Sanders these defendants have no knowledge except as the books show and that our said agent we are informed gave a receipt for the note. The entry made in our books was of the date above named and nothing whatever was made as to said Shipley but simply an entry of the note and to whom the note was sent for collection by us Worthington occurred in regard to said note except what we have above stated and all we have stated is from information and belief except as we derive it from our said agent and in said books The book-keeper of said firm when Samuel F. Phelps is absent is Winslow Phelps but he also travels for the firm a part of the time & then Samuel F. Phelps is the book-keeper. W. S. Phelps Wm A. Phelps

Sworn to before me and signed in my presence this 5th day of October 1878 (Seal) Frank Conroe Notary Public Montgomery Co Ala.

Winslow Phelps being first duly sworn deposes and says he has heard the above answer read and says he has no personal knowledge of the matters therein opposed to except from hearsay and he believes the above answers are correct Winslow Phelps

Sworn to before me and signed in my presence this 5th day of October 1878 (Seal) Frank Conroe Notary Public Montgomery County Ala

Adjourned to sit on the 12th day of October A.D. 1878 the following entry was made in the journal of the Court which ends as the following to wit

Entry

W. S. Phelps & Son
vs.
Geo E. Shipley
J. B. Miller et. als.

This day came the parties and submitted this cause to the Court and waived the trial by jury, whereupon the Court being fully advised in the premises do find for the plaintiffs on the issues joined and find that the defendants George E. Shipley and J. B. Miller as makers and W. W. Shipley and John Sanders as first and second indorsers owe the plaintiffs the sum of two hundred and seven Dollars on the note in said petition described It is therefore considered ordered and adjudged by the Court that the plaintiffs recover of said defendants George E. Shipley and J. B. Miller as makers and Shipley and Sanders as endorsers said sum of Two hundred and Seven Dollars with costs of suit taxed to $ And by agreement of Parties this judgment is to be applied as so much payment on the judgment rendered at this term of the Court in favor of Effie E. Shipley against W. W. Shipley for $340 00 and said W. W. Shipley agreeing to settle with the plaintiffs for same

Attest W. M. Winger Clerk.

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Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas Organ and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 26th day of March A.D. 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

2833 Petition

Aaron B. Robinson Plaintiff v.s. Edward Brewster, Ella Brewster, Cyrus Brewster, and Henry Brewster, Minors under the Guardianship of Nancy Brewster Defendants

Court of Common Pleas of Union County Ohio

The said plaintiff Aaron B. Robinson who is a resident of Union County Ohio respectively represents that on the 11th day of September 1873 Robert L Broom (formerly Levi Brewster) died in said County of Union Ohio seized in Fee Simple of a considerable amount of Real Estate in said County hereinafter described and was the owner of a large amount of personal property valued altogether at the time of his death at about Forty Thousand Dollars but by reason of Shrinkage in value of Real Estate and by reason of large deductions from notes for usurious interest and other extraordinary expenses in settling the estate the value is reduced to about Thirty Thousand Dollars with some large claims still pending in suit against the estate That at the time of the decease of said Broom or for more than a year thereafter no heir to his estate were known or made claims to it but several sets of claimants had appeared and suit was commenced to establish the rights of certain of said claimants where the plaintiff having accidentaly discovered in certain memorandum books kept by said Broom that said Robert L Broom had formerly been Levi Brewster as he believed but for some reason said Broom had concealed his early history and his identity with Levi Brewster and his relationship to the children of Levi Brewster That Plaintiff having discovered as he believed the true history of said Broom commenced corresponding with many parties to ascertain the truthfulness of certain representations of said memorandum Books and visited the City of St Louis and Washington City and many other places to examine records and test the correctness of said memorandum Books & becoming thereby more fully convinced of the correctness of this theory and having discovered that Levi Brewster had decendants residing in Athens and Washington Counties Ohio who were his legal heirs said plaintiff took Letters of introduction to Richard Brewster and the family decendants of said Levi Brewster living in said Athens and Washington Counties and fully explained to said Richard Brewster and Nancy Brewster and her said children (the children of Sherman Brewster deceased who was a son of Levi Brewster) all he knew of the history of said Levi Brewster alias Robert L Broom dec'd and explained to them, all he had discovered in regard to said memorandum Books and his belief that they were the children and decendants of said Robert L Broom dec'd and the heirs of his property That said Richard Brewster and Nancy Brewster and the Children of said Nancy and Sherman Brewster though in good circumstances in life were not willing to run any risk or expense of an investigation

into the suit claim and after full and candid discussion of the case on the 20th day of February 1873 said Richard Brewster on his own account and said Nancy Brewster on her own behalf and as guardian of the said Edward Brewster Ella Brewster Cyprus Brewster and Henry Brewster minors and Alice Brewster on her own behalf agreed in writing with the plaintiff in the words and manner as follows to-wit They do make ordain and appoint A. B. Robinson of Union County Ohio their true and lawful attorney for them and in their own place and stead to establish their right claim title and interest in and to the estate of Levi Brewster more recently known as Reuben L. Brown late of Union County Ohio deceased to defend our said interests against the claims of all persons whomsoever to prosecute our said interests by entering suit and prosecuting the same to final issue to sell all lands and real estate belonging to said deceased in which we have title or interest by binding ourselves to convey the same by good and sufficient deeds and to do all things necessary fully to establish our claim as speedily as it may be done and the further agreement that we shall be at no expense or risk of expense in the prosecution of this claim but all the costs and expense in case of an unsuccessful issue shall be at the expence of our said attorney we bind by agreement to give our said attorney the one half of all he shall make and collect from said estate giving and granting unto our said attorney full power &c Now in pursuance of and in compliance with said written agreement the said plaintiff did at great expense of time and traveling expense and Attorney fees and costs and litigations after very great opposition and expenditures of money and time succeed in establishing by the decree of this court the full and complete right of said Richard Brewster and Alice Brewster and the defendants Edward Brewster Ella Brewster Cyprus Brewster & Henry Brewster to said Estate consisting of Real and personal Estate That said Richard Brewster who was the owner of the one half of said estate and Alice Brewster who was the owner of one tenth of said estate being of age have conveyed to plaintiff by deed their shares to which he is entitled from them by said agreement and the said Nancy Brewster as guardian of the defendants is willing to so convey to plaintiff according to said contract and the said defendants are also willing that such conveyance be made but by reason of their minority they are not able without the decree of the Court to make such conveyance and therefore plaintiff appeals to the Court in equity to authorize the said plaintiffs and defendants to complete said contract by a specific performance of the same The plaintiff says said contract was a fair one for the defendants and has proved Eminently successful and profitable to them and very expensive to plaintiff and in equity and in good faith the defendants ought to be enabled to complete said contract with the plaintiff The said Richard Brewster and Alice Brewster did on the day of March 1878 sell and convey to plaintiff their entire interest in said estate in compliance with said contract and plaintiff is now the owner in fee simple by reason of said conveyance of the three fifths undivided interest in said estate real or personal and each of the defendants is seized of the one tenth thereof

subject to plaintiffs equity to one half the share of each The following is a description of said Real Estate 1st All of in lot Number one hundred and thirty one in the Village of Marysville Union County Ohio bounded on the north by south Street on the east by water street and on the south by Adam Zimmers Lot. 2d Also all of lot Number one hundred and forty two in said Village bounded on the north by Nole Medleins lot and on the east by water street and on the south by Walnut Street 3d Also the east half of in lot number five of said village conveyed to said Brown by P.S. Brown 4th Also the north third of in lot number twenty one and three feet off the south side of Lot number fifteen adjoining said Lot Number Twenty One in said village 5th Also all of In Lot Number Sixty Four in said Village of Marysville except a strip of Twenty feet off the south side thereof now owned by Mrs. C.M. Ogden and bounded on the North by the Lot of C.M. Winget Estate and all fronting on South Main Street 6th Also all of In Lot Number One Hundred and Ninety Three bounded on the west by Water Street and on the South by East Street of said Village 7th Also all of Lots Number One hundred and Eighty Six and One hundred and Eighty Seven of said Village held by tax title only. 8th Also all that part of Out Lot Number Thirty Three of said Village bounded on the west by the lot of O.L. Robinson on the North by the Lot of J.G. Kenner and on the East by the Lot of E. Green and on the South by East Center Street and all fronting on east Center Street of Said Village 9th Also all of Lot Number Five Hundred and Forty Five in Samuel Gees addition to said Village of Marysville 10th Also the following described Real Estate being part of Survey 3351 in said Union County and bounded as follows Beginning at a stake in the Center of the road from Marysville to Marion South east corner of the Union County Fair Grounds thence with the south line of said Fair Grounds S. 87° W. 49 7/10 poles to another corner of said Fair Grounds thence S. 8° 33' E. 17 64/100 poles to a stake thence N. 86° 25' E. 46 53/100 Poles to the Center of the above named Road thence with the center of said Road N 3° 35' W. 24 6/10 Poles to the Beginning Containing 5 4 Acres and fifty poles Therefore Plaintiffs asks a decree of this court for the specific performance of said contract and that the half of said Estate as far as it appears to be owned by defendants both real and personal be decreed to the plaintiff and that after such decree of conveyance to be made by the said guardian under the authority of the Court that an order of Partition be granted setting off to each of said parties the part of the premises (Real Estate) to which he or she may be entitled To Wit to plaintiff Four Fifths and to said Edward Brewster Ella Brewster Cyrus Brewster and Henry Brewster each the one Fourth of one Fifth thereof and for such other and further relief as is right and proper

A.B. Robinson Attorney for him on behalf

The State of Ohio Union County ss. Aaron B. Robinson being first duly sworn says that he is plaintiff & that the allegations of this petition are true as he believes

A.B. Robinson

Sworn to before me and subscribed in my presence this 26th day of March 1878
H. M. Winget Clerk

Praecipe — To the Clerk Issue summons directed to the Sheriff of Athens County Ohio
A. B. Robinson

Afterwards to wit on the 26th day of March A.D. 1878 the following summons was by the clerk of this court issued to the Sheriff of Athens County which read as is following, words and figures to wit

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Athens greeting We command you to notify Edward Brewster, Ella Brewster, Cyrus Brewster Henry Brewster Minors under the guardianship of Nancy Brewster that they have been sued by Aaron B. Robinson in the Court of Common Pleas of Union County and that unless they answer by the 2nd day of April A.D. 1878 the petition of said Aaron B. Robinson 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 8th day of April A.D. 1878. Witness my Hand and the seal of said Court this 26th day of March A.D. 1878
(Seal) H. M. Winget Clerk

Afterward to wit on the 8th day of April A.D. 1878 the above summons was by the Sheriff of Athens County returned and filed endorsed as follows to-wit

Return — The State of Ohio Athens County ss. Received this writ March 27th 1878 at 8 o'clock P. M. and pursuant to its command on the 28th day of March 1878 I summoned Edward Brewster, Ella Brewster, Cyrus Brewster and Henry Brewster Minors by delivering to each of them duly certified copies of this writ and at the same time I also delivered to Nancy Brewster Guardian of said Minors duly certified copies for each of said minors and on the same day I delivered Nancy Brewster a duly certified Copy of this writ March 28 1878 P. Carpenter Sheriff By Wm. Abbott Dep't. Fees $1.10

Afterward to wit on the 3rd day of May 1878 the following answer by the Guardian ad litem was filed with the clerk of said Court which reads as the following words and figures to-wit

Court of Athens Co. — Aaron B Robinson Plaintiff vs. Edward Brewster Cyrus Brewster Henry Brewster and Ella Brewster defts

Court of Common Pleas of Union County Ohio
And now comes R. L. Woodburn Guardian ad-litem for Edward Brewster, Cyrus Brewster, Henry Brewster and Ella Brewster minors & says he knows no reason why plaintiffs prayer may not be granted but asks that the interests of said minors may be protected by the Court and for that purpose denies the allegations of plaintiffs petition R. L. Woodburn

Afterward to wit on the 16th of May A.D. 1878 the following Entry was made in the journal of said Court which reads as follows to wit

County — Aaron B. Robinson Plff. vs. Edward Brewster et al Defts

Now came the plaintiff herein by his attorney and his petition thereupon coming on to be heard and R. L. Woodburn was appointed guardian ad litem of the minor defendants who appeared and filed his answer and thereupon this cause came on to be heard upon the pleadings and evidence and the Court being fully advised in the premises do find the allegations of the

petition to be true and that partition should be made as prayed for and that the said plaintiff A.B. Robinson is seized of and has a legal right to the undivided four fifths part of the estate described in plaintiffs petition and is entitled to have partition made of said premises and the defendants are tenants in Common with the said plaintiffs in the said premises in the following proportions The said Edward Brewster is seized of and has a legal right to the undivided one twentieth part thereof the said Cyrus Brewster to the one twentieth part thereof and the said Henry Brewster to the one twentieth thereof and the said Ella Brewster to the one twentieth part thereof And no reason appearing why partition should not be made It is therefore ordered adjudged and decreed by the Court that partition of said estate be made and that an order issue to the Sheriff of the said County of Union State of Ohio Commanding him by the oaths of Harris Buxton James B. Whipley and G.L. Sellers three Judicious and disinterested freeholders of the vicinity who are not of Kin to either party who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said plaintiff & to each of the said defendants the part and proportion of the said estate to which they are herein before severally found entitled And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by metes and bounds without injury to the value thereof they appraise the same And of his proceedings herein the said Sheriff is ordered to make due return at this term of this Court

A.B. Robinson Atty for Pltff.

Afterward to wit on the 16th day of May A.D. 1878 the following order was issued by the Clerk of said Court to the Sheriff of Union County which reads as the following words and figures to wit

Writ of partition

The State of Ohio Union County S.S. To the Sheriff of said County Greeting You Command you that without delay by the oaths of Harris Buxton J.B. Whipley and G.L. Sellers you cause partition to be made of the following described premises situate in the County of Union and State aforesaid to wit All of In Lot No 131 in the Village of Marysville O. bounded in the north by South Street on the east by water street on the south by Adam Zurmer Lot 2d all of Lot No 142 in said village bounded on the north by Dole Mullens lot on the East by Water Street on the south by Mathiots Street 3d the east half of in lot No 5 of said village conveyed to E. D. Byers by T. A. Hearon 4th the north third of In Lot 21 & 3 feet off the south side of Lot No 16 adjoining said lot No 21 in said Village 5th All of In Lot No 65 in said village of Marysville except a strip off the south side thereof now owned by Mrs. C. M. Ogden and bounded on the north by the lot of D.M. Winges estate and all fronting on South main Street 6th All of In lot No One Hundred and Ninety Three bounded on the west by water Street on the South by East Street of said Village 7th Also all of Lots Nos 186 & 187 of said village held by Lot title only 8th All of that part of Out Lot No 33 of said Village bounded on the west by the lot of C.L. Robinson on the north by the lot of J. G. Kenner on the east by the lot of C. Green and on the South by East Center Street. 9th All of Lot No 245 in Samuel C. Lees addition to said Village of Marysville 10th Also

the following described Real Estate being part of Survey 3351 in said County Bounded as follows Beginning at a Stake in the center of the road from Marysville to Marion S. E. Corner of the Union County Fair grounds Thence with the South line of said Fair Grounds S 81° W. 17 9/10 poles to another corner of said Fair Grounds Thence S. 8° 35' E. 17 6/100 poles to a stake Thence N. 86° 25' E. 46 8/100 poles to the center of the above named road Thence with the center of said road N 3° 35' W. 24 7/10 poles to the beginning Containing 6 acres 130 poles To Aaron B. Robinson 1/3 part To Edward Brewster 1/10 part To Cyrus Brewster 1/10 part To Henry Brewster 1/10 part To Ella Brewster 1/10 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 Aaron B. Robinson is petitioner and the said Edward Brewster & Others are defendants 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 said Court of Common Pleas at the Court House in Marysville this 16th day of May A.D. 1878 Seal W. H. Sinnet Clerk

Afterwards to wit on the 17th day of May A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as follows to wit together with the report of said commissioners

Return — As commanded by the [illegible] writ of Partition I have executed the same by the oaths of J. B. Whipley Aaron Dixon & G. D. Sellers sworn and partition to be made as will appear by the report of the Commissioners herewith returned day of May A.D. 1878 — H. Miller Sheriff by S. M. Dunlon Deply

Aaron B. Robinson vs. Edward Brewster et al

Commissioners Report — Union County Court of Common Pleas According to the Commands of the writ of Partition in this case issued and on the oath of 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 and we do estimate the value of the same at Six acres 130 poles $150 00 East half of Lot No 5 $300 00 1/3 of Lot No 21 and 3 feet off south side No 16 $1600 00 East of Lot 64 (containing 62½ feet front) 500 00 Lot No 151 $150 00 Lot 142 $600 00 Lot 245 $ 300 00 Lot 33 $200 Lot 193. 186 & 187 Fox titles $400 00) Given under our hands this 17th day of May A.D. 1878. B. Whipley, A. Dixton, G. D. Sellers Commissioners

Afterward to wit on the 17th day of May. A.D. 1878 the following entry was made in the journal of said Court which reads as follows to wit

Entry — Aaron B. Robinson Plaintiff vs. Edward Brewster et al Defendants

On Motion to the Court by Plaintiff in this action and upon producing the return of the Sheriff and the report of the said Commissioners heretofore appointed and the same having been examined by the court here and found in all respects correct and in conformity to law it is therefore ordered that the said proceedings and report be and the same is hereby approved and confirmed And thereupon came the said Aaron B. Robinson and elected to take the following portion of said premises at the said

valuation to wit The 6½ Acres of land in survey No 3351 also the said east half of In Lot No 5 also all of said Lot No 131 also all of said Lot No 142 also all of said Lots Nos 186 189 and 193 also all of said Lot No 245 in Samuel G Lees addition Also all of said ½ of Lot No 21 and said 3 feet off the South side of Lot No 16 also all of said Lot No 33 all in said Village of Marysville And it appearing to the Court that the said A. B. Robinson has paid and secured to be paid to the said Edward Brewster, Cyrus Brewster and Henry Brewster & Ella Brewster their respective Shares of said valuation to wit one third part and the rest secured in one and two years with interest it is ordered that the said premises be adjudged to the said A. B. Robinson And the said Sheriff is ordered to execute a deed in fee simple to the said A. B. Robinson for the premises aforesaid conveying the full interest of defendants in said premises And it is further ordered that the costs of this action be paid by the said parties in the following proportion to wit The said A. B. Robinson the four fifths part and the said Edward Brewster Cyrus Brewster Henry Brewster and Ella Brewster each the one twentieth part thereof and in default thereof that execution issue therefor and continued as to balance of said real estate

Of record to wit on the 24th day of September A.D. 1878 the following entry was made on the Journal of said Court which reads as follows to wit

Entry

A. B. Robinson
vs.
Edward Brewster
et al.

This day came said parties and on motion to the Court by said plaintiff and upon producing the return of the Sheriff and the report of the said Commissioners heretofore filed and the same having been examined by the Court here and found in all respects correct and in conformity to law It is hereby approved and confirmed & thereupon came the said A. B. Robinson and elected to take the said premises at the said valuations and it appearing to the Court that the said A. B. Robinson has paid and secured to be paid to the said Edward Brewster Cyrus Brewster Ella Brewster and Henry Brewster their respective shares of the said valuation It is ordered that the said premises be adjudged to the said A. B. Robinson and the Sheriff is ordered to execute a deed in fee simple to the said A. B. Robinson for the premises aforesaid conveying the full interest of defendant in said premises And it is further ordered that the costs of this action be paid by the said parties in the following proportions to wit the said A. B. Robinson ⅕ part and the said Edward Brewster Henry Brewster Cyrus Brewster and Ella Brewster each one twentieth part thereof

Attest W. W. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29 day of April 1878 Heretofore to wit on the 18th day of Mar A.D. 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to-wit

2822 Petition

F.J. Sager Plaintiff
vs.
John B. Jolly et als defts

Court of Common Pleas Union County Ohio

The plaintiff says Eunice A. Russell wife of James B. Russell became seized in fee simple by deed from Hays Spurlock dated Dec 10th 1873 of the following real estate Being In Lot No 143 of the Village of Marysville Union County Ohio That said Eunice A. Russell died intestate leaving said property to her daughter and only child Louisa Russell who became seized thereof in fee simple by the laws of descent of Ohio. That said Louisa never married and had no child and died intestate and had no brother or sister and the brothers and sisters of her mother Eunice A. Russell became her heirs at law and by the law of descent in Ohio they became the owners in fee simple of said lot The brother and sister of said Eunice A. Russell are John B. Jolly of Hardin County Ohio Marsh Jolly Martha Jolly and Nancy Jolly (Now Nancy Laymaster of Union County Ohio) That said Marsh Jolly has sold and conveyed his fourth of said Lot to J. M. Robinson and W. S. Robinson who now own the same That said Nancy Laymaster and her husband have sold and conveyed their fourth of said lot to the plaintiff who is the owner thereof and together with said John B. Jolly and Marsh B. Jolly and said Robinsons have possession of said lot The brothers and sisters of James R. Russell dec'd make some claim to said lot and their claims for the land throws a cloud over the title to the lot & will injure the sale thereof The names of the said descendants of the said James R. Russell are George and Georgia a minor child of George Russell dec'd residing at Leipsic Putnam County Ohio Henry Atkinson a minor child of Kate Atkinson dec'd residing at Jacksonville Illinois Martha Russell wife of Nelson Mason County Illinois Josephine Yardley & Sally Yardley Havanna Mason County Illinois Eva Russell and Laurel C. Lockum wife of Lester A. Lockum of Union County Ohio & they claim that as heirs of said James R. Russell dec'd they have an interest in said lot but plaintiff is informed and believes and therefore charges that they have no interest in or claims to said premises thereupon plaintiff prays that all of said persons be made defendants hereto That on final hearing the title and possession of the plaintiff be quieted to said premises and that an order of partition be granted for the fourth of said premises to the plaintiff and that other proper relief be granted

Robinson and Piper Attys for Plff.

The State of Ohio Union County S.S. The plaintiff F.J. Sager being duly sworn deposes and says he believes the allegations of the foregoing petition are all true That service of summons cannot be made upon the defendant Henry Atkinson who resides at Jacksonville Illinois or upon Martha Russell (now Martha Apps. of Nelson Mason County Illinois Josephine Yardley and Sally Yardley who

reside at Havanna Mason County Illinois and that he is informed and believes that their true place of residence and that service can only be made upon them by publication F. J. Sager

Sworn to before me and subscribed in my presence this 16th day of March 1878 W. W. Winget Clerk

We hereby waive process of summons in this case and enter our appearance March 16th, 1878. J. H. Robinson, W. H. Robinson
Martha H. Jolly, J. B. Jolly.

Praecipe To the Clerk Issue summons for Eva Russel Harriet V. Cockum Lester A. Cockum and endorse petition for partition and quiet title to lot 143 of Marysville Ohio Also to Sheriff of Putnam County Ohio for Georgianna Russel with same endorsement

Robinson and Piper Attorney for Plaintiff

Afterwards to wit on the 19th day of March A.D. 1878 the following summons was issued by the Clerk of said Court to the Sheriff of Union County which reads as the following words and figures to wit

Summons The State of Ohio Union County S.S. To the Sheriff of the County of Union Greeting We Command you to Notify Eva Russell, Harriett V. Cockum and Lester A. Cockum that they and others have been sued by F. J. Sager in the Court of Common Pleas of Union County and that unless they answer by the 20th day of April A.D. 1878 the petition of the said F. J. Sager against them filed in the Clerks office of said Court such petition will be taken as true and judgement rendered according by You will make due return of this summons on the 1st day of April A.D. 1878 Witness my hand and the seal of said Court this 19th day of March A.D. 1878 Seal W. W. Winget Clerk

Afterwards to wit on the 1st day of April A.D. 1878 the following writ was by the sheriff returned and filed endorsed as follows to-wit

Return The State of Ohio Union County S.S. Received this writ March the 19th A.D. 1878 and pursuant to its command I served this writ on the within named Eva Russell Lester Cockum and Harriett V. Cockum this 30th day of March 1878 by delivering to each a certified copy of this writ with the indorsements thereon Fees $2.50

J. Miller Sheriff By G. C. Edwards Dep'y.

On the same day as above to wit the 19th day of March the following summons was issued by the clerk of this court to the Sheriff of Putnam County which reads as the following words and figures to wit.

Summons The State of Ohio Union County S.S. To the Sheriff of the County of Putnam Greeting. We command you to notify Georgianna Russell that she and others have been sued by F. J. Sager in the Court of Common Pleas of Union County and that unless she answer by the 20th day of April A.D. 1878 the petition of the said F. J. Sager against them filed in the Clerks office of said Court such petition will be taken as true and judgement rendered according by You will make due return of this summons on the 1st day of April A.D. 1878

Witness my hand and the seal of said Court this 19th day of March A.D. 1878

Seal W. W. Winget Clerk

Afterwards to wit on the 3d day of April A.D. 1878 the above writ was

by the Sheriff of Putnam County Returned and filed endorsed as follows to wit

Return — The State of Ohio Putnam County SS I Received this writ March 21st A.D. 1878 at 2 oclock P.M. and pursuant to its Commmend I made diligent search and did not find the within named defendant in my County Fees $2.35 Josiah Markley Sheriff.

Afterwards to wit on the 6th day of May A.D. 1878 the following entry was made in the Journal of said Court which reads as follows to wit

Entry — P. J. Sager
vs.
John B. Jolly et al. — This day came on this cause to be heard by the Court and thereupon the Court having heard the parties do find the allegations of the petition to be true and that the defendants who are descendants of the said James F. Russell dec'd have no interest in said premises in said petition described but that the same descended to Sarah Jolly Nancy Laymaster John B. Jolly and Martha D. Jolly in equal parts It is therefore ordered and decreed by the Court that the title of the said Sarah Jolly Nancy Laymaster John B. Jolly and Martha D. Jolly and their assigns as stated in said petition be quieted as against said claimants under the said James F. Russell dec'd and further it is ordered by the Court that partition of said premises be made as prayed for and the Sheriff of this County is ordered by the oaths of J.B. Whelpley Darius Denton and W.H. Cardwell to make said partition assigning to plaintiff one fourth of said premises to John B. Jolly one fourth to W.H. Robinson one fourth and to Martha D. Jolly one fourth and report their proceedings at this term of the Court

Afterwards to wit on the 16th day of May A.D. 1878 the following writ of partition was issued by the Clerk of this Court to the Sheriff of Union County which reads as the following words and figures to wit

Writ of Partition — The State of Ohio } To the Sheriff of said County Greeting. We command
Union County S.S. } you that without delay by the oaths of J.B. Whelpley Darius Denton and W.H. Cardwell you cause partition to be made of the following described premises situate in the County of Union and State aforesaid to wit In Lot No 143 of the Village of Marysville Union County Ohio among the persons named herein and in the following proportions to wit To W.H. Robinson one fourth Part To P.J. Sager one fourth part To Martha D. Jolly one fourth part. To John B. Jolly one fourth part in pursuance of an order lately made in the Court of Common Pleas within and for the said County of Union in a certain Petition for Partition wherein the said P.J. Sager petitioner and the said John B. Jolly et als are defendants 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 said Court of Common Pleas at the Court House in Marysville this 16th day of May A.D. 1878

Seal W.H. Unger Clerk

Afterward to wit on the 16th day of May A.D. 1878 the above writ upon by the Sheriff returned and filed endorsed together with the report of said commissioners and reads as follows to wit

Return of Sheriff — As commanded by the foregoing writ of Partition I have executed the same by the oaths of J.B. Whelpley, D. Denton, and W.H. Cardwell causing said partition to be made as will appear by the report of the commissioners

herewith returned Given under my hand this 16th day of May A.D. 1878
Fees $2.40 Com Fees 3.00 J. J. Miller Sheriff by S. M. Landon Deputy

Commrs Report — F. J. Sager vs. John B. Jolly et al. — Union County S.S. Court of Common Pleas. According to the command of the writ of Partition in this case issued and on the oath 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 and we do estimate the value of the same at Five Thousand Dollars $2000.00 Given under our hands this 16th day of May A.D. 1878

J.B. Whipley, C. Benton, W.M. Cartmell Comm.

Entry — afterward to wit on the 16th day of October A.D. 1878 the following entry was made in the Journal of said court which reads as the following to wit

F. J. Sayer Plaintiff vs. John B. Jolly et al Defendants — Court of Common Pleas of Union County Ohio

Settled and cost to be paid

Attest W. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1875 Heretofore to wit on the 7th day of August A.D. 1878 the following petition was filed with the Clerk of this Court which reads as the following words and figures to wit

Petition — Alfred T. Fallman vs. Emily L. Fallman — To the Court of Common Pleas within and for Union County Ohio. Your petitioner Alfred T. Fallman respectfully represent that he has been a resident of the State of Ohio for more than the year last past and is now a bona-fide resident of the said County of Union That on or about the month of September 1869 he was lawfully married to said Emily L. Fallman whom he prays may be duly notified and made a defendant to this petition The petitioner has always conducted himself toward the said Emily L. Fallman as a faithful and provident husband The said Emily L. Fallman notwithstanding her duties as a wife has been guilty of wilfull absence for more than three years The petitioners prays that he may be divorced from said Emily L. Fallman and for all proper relief Cameron and Benton Attorney for Petitioner

Praecipe — Clerk issue summons and copy of petition returnable according to law Cameron and Benton

afterward to wit on the 7th day of August the following summons was issued by the clerk of this court to the Sheriff of Union County which reads as the following words and figures to wit

Summons — The State of Ohio Union County S.S. To the Sheriff of the County of Union Greeting We command you to notify Emily L. Fallman that she has been sued by Alfred T. Fallman to the Court of Common Pleas of Union County and that unless she answer by the 7th day of September A.D. 1878 the petition of the said Alfred T. Fallman against her filed in the Clerks office of said Court such petition will be taken as true and y

judgement rendered accordingly. You will make due return of this summons on the 12th day of August A.D. 1878. Witness my hand and the seal of said Court this 7th day of August A.D. 1878

Seal H. M. Winget Clerk

afterwards to wit on the 19th day of August A.D. 1878 the above writ was by the sheriff returned and filed endorsed as follows to wit

Return. The State of Ohio Union County S.S. } Received this writ August 7th A.D. 1878 at 7 O'Clock P.M. and pursuant to its command served the same August 15 1878 by delivering a certified copy thereof with the endorsements thereon to the within named Emily L. Fallman and at the same time delivering to the said Emily L. Fallman a certified copy of petition for divorce

Fees $2.00 J. J. Miller Sheriff

Afterward to wit on the 7th day of September A.D. 1878 the following answer of said defendant was filed with the clerk of this court which reads as the following words to wit

Answer Alfred L. Fallman } In Court of Common Pleas union County Ohio
Plaintiff vs.
Emily L. Fallman
Defendant

The defendant now comes and for her answer to the petition of the plaintiff says She admits the residence of the plaintiff as therein stated She admits the marriage with the plaintiff as therein alleged She defendant further says that she denies each and every other allegation contained in said petition

D. H. Agen Attorney for defendant

State of Ohio Union County S.S. } Emily L. Fallman being first duly sworn says She believes the facts stated and allegations in her foregoing answer to be true

Emily L. Fallman

Sworn to before me and signed in my presence by the said Emily L. Fallman this 7th day of September A.D. 1878 H. M. Winget Clerk

Afterward to wit on the 11th day of October A.D. 1878 the following entry was made in the journal of said Court which reads as the following words and figures to wit

Entry Alfred L. Fallman } Sept Term Union County Court of Common Pleas
vs.
Emily L. Fallman

This cause came on to be heard on the petition answer and evidence and being argued by counsel and the court being fully advised in the premises do find that the defendant has been unlawfully absent from the bed and board of the plaintiff for more than three years prior to the filing of the petition in this case It is therefore ordered and adjudged That the plaintiff have his decree and the marriage between the plaintiff and defendant be and the same is declared and made null and void That the defendant shall be restored to her maiden name of Emily L. Goff and that the plaintiff pay the costs of this suit taxed at $

Attest H. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville and for the County of Union and State of Ohio on the 29th day of April A.D. 1878 afterward to wit on the 29th day of August A.D. 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

3067 Petition Ezekiel ... last will ... W. Farrier ... Robert ... Hester ... her husband ... John ... Francis, ... George ... the last ... of John ... Eliza ... ginus ... divided ... Farrier, ... Ellen ... exceptions ... ars and ... estate ... ng ... executor ... faithfully ... and real ... (Signed) ... aforesaid ... publish ... following ... as above ... to their ... ignated ... hand and ... (signed) ... That ... W. Farrier ... and ... ing ... Farrier. ... and a ... lator ... and ... specific ... following ... namely ... 21 days ... widow ... day of ... qualified

3067 Petition

Ezekiel Brown Executor of the last will and testament of David H. Farrier deceased Plaintiff

vs.

Robert Farrier, Charles H. Farrier Hester Fisher and Lark H. Fisher her husband Mary Patrick and John Patrick her husband George Francis, Mary A. Farrier and George M. Perfect executor of the last will and Testament of John C. Farrier dec'd and Eliza Marriott defendants

Court of Common Pleas of Union County Ohio. The plaintiff says that on the 26th day of August A.D. 1863 the plaintiffs testator David H. Farrier made and published his last will and testament in writing of which the following is a copy In the year of our Lord one thousand eight hundred and sixty three I, David H. Farrier being in a sound and sane mind do make this my last will and testament to wit After all my lawful debts are paid together with my funeral expenses I hereby will all my real and personal estate to be equally divided among my children and one grand-child to wit John C. Farrier, Mary Patrick, Robert Farrier, Charles Farrier, Eliza Marriott, Ellen Farrier, Hester Farrier, and Jane Farrier with the following exceptions my son Robert to be let have equal Two Hundred dollars and my daughters Ellen Hester and Jane to have out of my estate over and above their equal shares one good bed and bedding I also will and appoint J. C. Farrier and Ezekiel Brown my executors to this my last will and testament hereby authorizing them faithfully to carry out my wishes Whereunto I have set my hand and seal before witnesses this 26th day of August in the year 1863 (Signed) James Stockwell (Signed) A. McC. Lane (Signed) D. H. Farrier (Seal) afterwards on the 30th day of January 1864 said Testator made and published a codicil to his said last will and testament of which the following is a copy. A Codicil To this my last will and testament as above stated with this addition I will as above to my heirs and to their heirs and assigns executors and administrators as above designated to have and to hold as I have willed to them Given under my hand and seal this 30th day of January 1864 before witnesses (Signed) A. McC. Lane (signed) James Stockwell (Signed) D. H. Farrier (Seal) That afterwards on the day of October 1875 the said Testator David H. Farrier departed this life testate as aforesaid leaving of said heirs and legatees specifically named in said will surviving him the following namely Mary Patrick (who is the wife of said John Patrick) Robert Farrier. Charles Farrier Hester Fisher (who is the wife of said Lark H. Fisher and a grand-child Eliza Marriott On the 11th day of June 1864 said testator sold all his real estate and converted the same into personalty and did not die seized of any real estate That of said heirs specifically named as legatees and devisees in said will the following named died during the life of said David H. Farrier namely said John C. Farrier who departed this life the 19th or 20 days of August 1875 leaving said Mary Farrier defendant his widow and leaving his last will and testament made on the 19th day of August 1875 of which said George M. Perfect is the duly qualified executor who is still acting as such said Perfect

having been appointed and duly qualified and having given bond as required by law and letters testamentary having issued from the Probate Court of Delaware County Ohio to him on the 26th day of August 1875 Said will having been admitted to Probate and read in said Probate Court on said last named day on the 19th day of August 1876 Said Mary A. Farrier elected not to take under said will Mrs Jane Francis (who was the wife of said George Francis) who died intestate on the first day of July 1870 and during the life of her said father Said J. Farrier That said George Francis has refused up to this time to have an administrator appointed in the State of Kansas where his said wife last dwelt That said John C. Farrier and said Jane Francis each and both died without issue and said Mary A. Farrier and said George Francis are both living Also the said Ellen Farrier named in said will who died intestate during the life of her said father and on the 15th day day of September 1863 unmarried and without having had issue The said David H. Farrier had no other children nor descendants of deceased children at the time of making his said will nor at his death than as aforesaid. Plaintiff further says that he has administered upon said estate and has filed his accounts in the Probate Court of Union County (where plaintiff avers said will was probated and admitted to record on the 9th day of September 1875) and by which Court letters Testamentary are granted to him and on the 22d day of August 1878 there was balance in plaintiffs hands on final settlement for distribution the sum of $2028.63 and on the 22d day of August 1878 said Plaintiff was by said Probate Court ordered to distribute said money among the parties entitled by law to receive the same. Plaintiff says that he holds said sum of money as executor as aforesaid in trust for the said persons above named or some of them and is ready and willing to pay the same over to the parties entitled thereto When he can be advised to whom the same should be distributed He says there is a trust undivided in the holding of the said funds under said will Plaintiff says that some of said heirs and legatees claim that the legacies set forth in said will to the said John C. Farrier and John Francis and Ellen Farrier lapsed before the taking effect of said will and that they having died without issue neither the said George Francis nor said Mary Farrier can take under said will And that by reason of the premises the other of said named heirs and legatees take the whole estate either by virtue of said will or of the statute of descents and distribution of the State of Ohio And on the other hand said George Francis and said Mary A. Farrier claim that said legacies and provisions of said will relating to said John C. Farrier and said Jane Francis did not lapse but did descend and pass to and vest in them the said George Francis as husband of said Jane and said Mary A. Francis as widow of said John C. Farrier or in the administrator and executor respectively of said John C and Jane Plaintiff therefore being in doubt and said George Francis and said Mary A. Farrier and said George M. Perfect as executor refusing to bring suit therefor sets forth said will and here produces to the Court the original thereof And prays the court to construe said will and determine the persons

entitled thereunder and to advise the plaintiff and direct him in the premises and grant the plaintiff such other and further relief as equity may require By Casper and Van Heeman Attorneys for Plaintiff
The State of Ohio Delaware County s.s.} Ezekial Brown Plaintiff being sworn says the facts stated and allegations made in the pregoing petition are true as he believes Ezekial Brown
Sworn to by Ezekial Brown before me and by him subscribed in my presence this 27th day of August 1878. O. A Hall Notary Public & ex Officio of Delaware County Ohio
Notary fee 40c pd by pltff.
We hereby waive the issuing and service of process herein and enter our appearance to the within action this 27th day of August 1878
George Francis by Jay T Mascall his Attorneys Mary Patrick and John Patrick by Casper and Van Heeman their Attorney for that purpose
Issuing Summons The Clerk of said Court will issue summons to Sheriff of Union County against Robert Farrier Charles W. Farrier Hester Fisher and her husband Lark A. Fisher and Eliza Marriott to the Sheriff of Delaware County Ohio for Mary A. Farrier and George M. Perfect executors of the last will and testament of John C. Farrier dec'd this 28th day of August 1878
Casper and Van Heeman Attys for Plaintiff
Afterwards to wit on the 29th day of September A.D. 1878 the following summons was issued by the Clerk of said Court to the Sheriff of Union County which reads as the following words and figures to wit
Summons The State of Ohio Union County s.s.} To the Sheriff of the County of Union Greeting We command you to notify Robert Farrier, Charles W. Farrier, Hester Fisher and her husband Lark A. Fisher and Eliza Marriott that they and others have been sued by Ezekiel Brown executors of the last will and testament of David W. Farrier in the Court of Common Pleas of Union County and that unless they answer by the 28th day of September A.D. 1878 the petition of the said Ezekiel Brown against them filed in the Clerks office of said Court such Petition will be taken as true and judgement rendered according by You will make due return of this summons on the 9th day of September A.D. 1878 Witness my hand and the seal of said Court this 29th day of September A.D. 1878
Seal H. H. Winget Clerk
Afterward to wit on the 9th day of September A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as the following words and figures to wit
Return The State of Ohio Union County s.s.} Received this writ August 29th A.D. 1878 at 3, O, Clock P. M. and pursuant to its command served the same September 5th 1878 by delivering a certified copy thereof with the endorsements thereon to each of the within named Robert Farrier Charles W. Farrier Hester Fisher and her husband Lark Fisher and Eliza Marriott Fees $1.50 J. J. Miller Sheriff
And the same day to wit the 29th day of September A.D. 1878 the following summons was issued by the Sheriff of Delaware County by the Clerk of the said Court which reads as the following to wit
Summons The State of Ohio Union County s.s.} To the Sheriff of the County of Delaware Greeting We command you to notify Mary A. Farrier

and George M. Peyton executor of the last will and testament of John C. Farrier that they and others have been sued by Ezekiel Brown executor of the last will and testament of David M. Farrier in the Court of Common Pleas of Union County and that unless they answer by the 25th day of September A.D. 1878 the petition of said Ezekiel Brown against them filed in the clerks office of said Court such petition will be taken as true and judgement ordered accordingly You will make due return of this summons on the 9th day of September A.D. 1878 Witness my hand and the seal of said Court this 29th day of August A.D. 1878 Seal M. M. Monget Clerk

aftemards to-wit on the 9th day of September A.D. 1878 the afore writ was by the Sheriff of Delaware County returned and filed endorsed as follows to-wit

Return The State of Ohio Delaware County S.S. 3 Received this writ August 29th A.D. 1878 and pursuant to its command served the within named George M. Peyton on the 30th day of August 1878 by leaving at his usual place of residence a true copy of the original summons with the endorsements thereon and on the 30th day of August 1878 I served the within named Mary A. Farrier by leaving with her a true copy of the original summons with the endorsements thereon Fees $ et 50 George D. Sackett Sheriff of Delaware Co Ohio.

aftemards to wit on the 7th day of September 1878. the following entry was made in the journal of said Court which reads as the following to wit

Answer Ezekiel Brown Exect vs. Robert Farrier et als } In Court of Common Pleas Union County Ohio Now come Robert Farrier Charles M. Farrier Hester Fisher and her husband Clark A. Fisher Eliza Marriott defendants and for answer to the plaintiffs petition say they admit the several allegations of the plaintiffs petition are true and say the true intent of the said testator David M. Farrier in his said will was to give his property to the persons named therein as the legatees all of whom were of his blood and he did not intend thereby to give to either the said Mary A. Farrier or to said George Francis any part of his estate and that the shares which the said John C. Farrier and Jane Farrier would have received if they had lived till the death of said testator lapsed and the other legatees or the heirs at law of said David M. Farrier are entitled to such shares and not the husband of said Jane and the widow of said John C. and therefore they pray the court to so construe said will and order the payment of said sum in the plaintiffs hands accordingly Robinson and Piper Attys for the Defendants.

The State of Ohio Union County S.S. 3 J.P. Marriott being duly sworn says he is the father and agent of the said Eliza Marriott duly authorized by her to act in the premises and that he is personally acquainted with the facts in this case and therefore he verifies this answer and he says he believes the several allegations of said answer are true is substance and in fact

J. P. Marriott

Sworn to before me and signed in my presence by J.P. Marriott this 7th day of September 1878

M. M. Monget Clerk

Answer

Entry

afterward to wit on the 16th day of September A.D. 1878 the following answer was filed with the clerk of said Court which reads as follows to wit

Answer

Ezekiel Brown Executor &c of David H. Farrier dec'd
vs.
Robert Farrier et als

Union County Common Pleas.
Mary Patrick one of the defendants comes and for answer says that she is the daughter and an heir at law of David H. Farrier dec'd. and a legatee and devisee in his will and she prays the Court to protect her rights in the premises and grant her such other and further relief as equity may require

Mary Patrick by Carper and VanNewman her Atty

H. M. Carper being duly sworn says that the said Mary Patrick is a non-resident of said Union County or of the State of Ohio and that he is her attorney for this purpose and that the facts stated in the foregoing answer are true as he believes H. M. Carper

Sworn to by H. M. Carper before me and by him subscribed in my presence this 16th day of September 1878 D. M. Dinger Clerk

Afterwards to wit on the 5th day of October A.D. 1878 the following Entry of said Court which reads in the following words and figures to wit. "

Entry

Ezekiel Brown Executor of the last will and testament of David H. Farrier dec'd
vs.
Robert Farrier, Charles H. Farrier Hester Fisher and Jack C. Fisher, her husband Mary Patrick and John Patrick her husband. George Francis Mary A. Carter and George M. Forpet executor of the last will and testament of John C. Farrier dec'd and Eliza Marriott Defendants.

This day this cause came on to be heard upon the petition of the Plaintiff the answer of Mary Patrick and Robert Farrier, Charles H. Farrier Hester Fisher and her husband Jack C. Fisher and Eliza Marriott Defendants and the exhibits in the case and was argued by counsel on consideration whereof the Court doth find that the effect of the provisions of said last will and Testament of said David H. Farrier dec'd and the intention of said testator was to give his property to his children and to his said Grand-child Eliza Marriott the persons named in the will and to no person else And that the said Ellen Farrier and John C. Farrier and Jane Francis died before the said testator and that thereby the bequests and devises in said will to them respectfully lapsed and that nothing passes by said will in their or either of their heirs executors or administrators And that the said estate for distribution should be paid by said executor to the persons named in said Will who survived the testator It is therefore ordered adjudged and decreed by the Court that the said Ezekiel Brown pay out of the funds in his hands as such executor as follows 1st the expenses of Administrator remaining unpaid 2d The costs of this suit 3d That he pay the residue as follows and to the following persons namely Mary Patrick. Robert. Farrier Charles H. Farrier Hester Fisher and Eliza Marriott in equal shares except that two hundred dollars less shall be paid to said Robert Farrier which will make his equal

with said other persons last above named And that the said executor do not pay anything to said Mary A. Pavier nor to the said George Francis nor to said George M. Perfect as executor of the last will of John C. Pavier dec'd. nor otherwise than as above ordered And it is ordered that this order and decree be certified to the Probate Court of this County Whereupon notice of an action to appeal this case was given by said George Francis by his attorney H.M. Wescott and thereupon he Court fix the bond for said appeal at the sum of Two Hundred Dollars ($200)

Attest W. M. Vinger Clerk.

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878.. On the 7th day of September A.D. 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to wit

3080 Petition

Winget Harriman Plaintiff vs. Charles Barth and William Barth Defts

In Court of Common Pleas Union County Ohio. The plaintiff says that this action is founded upon a promissory note of which the following is a copy.

$ 264^00 October 11th 1877

Six months after date we or either of us promise to pay William Beller Bearer the sum of Two Hundred and Sixty Four dollars for value received Signed Charles Barth William Barth Said Note is endorsed as follows December 8th 1877 Received on the within note Ten Dollars There is due from the defendants to the plaintiff on said note the sum of Two Hundred and Fifty Four Dollars with interest at the rate of six per cent per annum from April 11th 1878. Whereupon the Plaintiff asks judgement against the defendants for the said sum of Two Hundred and Fifty Dollars with interest at the rate of six per cent per annum from April 11th 1878

H. C. Lawrence Plaintiffs Attorney

The State of Ohio Union County s.s. } H. C. Lawrence being duly sworn says that he is the attorney for the plaintiff duly authorized that this action is founded upon a written instrument for the payment of money only which instrument in writing is in his possession as such attorney and that the facts stated and allegations contained in the foregoing petition are true as he verily believes H. C. Lawrence

Sworn to by H. C. Lawrence before me and signed by him in my presence this 7th day of September A.D. 1878 W. M. Winget Clerk

Praecipe Mr Clerk you will issue a summons in this action for the defendants returnable according to law Edgar Plaintiff asks judgement for $ 254^00 with interest from April 11th 1878. September 7th 1878

H. C. Lawrence Plffs Attorney

Afterwards to wit on the 7th day of September A.D. 1878 the following summons was issued by the Clerk of said Court to the Sheriff of Union County which reads as the following words and figures to wit

Summons The State of Ohio Union County s.s. } To the Sheriff of the County of Union Greeting We command you to notify Charles Barth and William Barth that they have been sued by Winget Harriman in the Court of Common

Plues of Union County and that unless they answer by the 5th day of October A.D. 1878 the petition of said Ringet Hausiman 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 16th day of September A.D. 1878. Witness my hand and the seal of said Court this 7th day of September A.D. 1878

Seal W. M. Ringet Clerk

afterwards to wit on the 16th day of September A.D. 1878 the after writ was by the Sheriff returned and filed endorsed as follows to wit.

Return The State of Ohio Union County S.S. } Received this writ September 7th A.D. 1878 at one O. Clock P.M. And pursuant to its command served the same September 13th 1878 by delivering to the within named Charles Barth a certified copy thereof with the endorsements thereon and on the same day by leaving a certified copy thereof with the endorsements thereon at the residence of the within named William Barth & Sd. J. Miller Sheriff.

afterwards to wit on the 11th day of October 1878 the following entry was made in the Journal of said Court which reads as the following words to wit

Entry Ringet Hausiman
Plaintiff v.s.
Charles Barth and
William Barth Defts

Judgment at September term 1878 for $260 50/100 with interest from September 9th 1878

This day this cause came on to be heard the defendants being in default and neither party requiring a jury this cause was submitted to the Court by the plaintiff upon the petition and exhibits On consideration whereof the court finds that there was due from the defendants to the plaintiff on the 9th day of September 1878 upon the note set forth in the petition the sum of Two Hundred and Sixty and 50/100 Dollars It is therefore considered ordered and adjudged by the Court that the Plaintiff Ringet Hausiman recover of the defendants Charles Barth and William Barth the sum $260 50/100 with interest from 9th day of September 1878 found due as aforesaid together with his costs herein expended taxed to $

Attest W. M. Ringet Clerk

Pleas before His Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 21st day of June A.D. 1877. the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

X
2480 Petition

Union County Life Insurance Company Plaintiff v.s. William C. Dines Defendants

Court of Common Pleas Union County Ohio

The plaintiff the Union Central Life Insurance Company says that it is a corporation duly incorporated under the laws of the State of Ohio having its principal office within the State of Ohio It further says that this its action is founded upon a promissory note of which the following is a copy $ 156 30/100 Milford Center O. June 21st 1876 Six months after date I promise to pay to the order of the Union Central Life Insurance Company One Hundred and Fifty six 30/100 Dollars payable at Milford Center Ohio with interest at eight per cent per annum until paid and the amount

of this note is a lien in favor of said Company upon policy No 17279 upon the life of Wm C. Lines until paid Value received The drawers and endorsers severally waive presentment for payment protest and notice of protest and non-payment of this note (Signed) William C. Lines. No payments have been made on said promissory note There is due from the defendant William C Lines to the plaintiff on said note the sum of One Hundred and Fifty Six and 30/100 Dollars ($156 30/100) with interest thereon from June 21st 1876 at the rate of eight per cent per annum The Plaintiff asks judgment thereon for the sum of One Hundred and Fifty Six and 30/100 Dollars with interest on that sum at the rate of eight per cent per annum until paid

H. C. Lawrence Attorney for Plaintiff

The State of Ohio Union County ss. H. C. Lawrence being by me first duly sworn says that he is the Attorney for the plaintiff in the foregoing action that the action is founded upon a written instrument for the payment of Money only which instrument in writing is in his possession as such Attorney and that the facts stated and allegations contained in the foregoing petition are true as he verily believes

H. C. Lawrence

Sworn to by H. C. Lawrence before me and signed by him in my presence this 21st day of June 1877 H. H. Winget Clerk

Praecipe Union Central Life Insurance Company Plaintiff vs. W. C. Lines Defd — In Union Common Pleas. Mr Clerk you will issue a summons in this case for the defendant William C. Lines returnable according to law Endorse Plaintiff claims $156 30/100 with interest at eight per cent per annum from June 21st 1877

June 21st 1877 H. C. Lawrence Attorney for Plaintiff

Jackson Ledyard myself good for costs for plaintiff on the premise of H. C. Lawrence to save me harmless June 21st 1877 Saml W. Campbell

I approve the above security June 21st 1877 H. H. Winget Clerk

Afterwards to wit on the 21st day of June A.D. 1877 the following summons was issued by the clerk of said Court to the Sheriff of Union County which reads as the following words and figures to wit

Summons The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting We command you to notify William C. Lines that he has been sued by The Union Central Life Insurance Company in the Court of Common Pleas of Union County and that unless he answer by the 21st day of July A.D. 1877 the petition of said Union Central Life Insurance Company 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 2d of July A.D. 1877 Witness my hand and the seal of said court this 21st day of June A.D. 1877 Seal H. H. Winget Clerk

Afterwards to wit on the 2d day of July A.D. 1877 the above writ was by the Sheriff returned and filed endorsed as follows to wit.

Return The State of Ohio Union County ss. Received this writ June 21st A.D. 1877 and pursuant to its command served the same June 28th 1877 by leaving at the residence of the within named William C. Lines a certified copy of this writ with the endorsements thereon Fees $1.25 J. P. Miller Sheriff

Answer

Reply

Answer

Septemb to wit on the 21st day of July A.D. 1877 the following answer was filed with the clerk of said Court which reads as follows to wit

Union Central Life Insurance Company Plaintiff Pltff.
vs.
William C. Cines Defft.

In Union County Court of Common Pleas

The said William C. Cines for his answer to the petition of the said plaintiff Respectfully Represents that he never signed or intended to sign for said plaintiff any promissory note whatever That the agent of said plaintiff requested the defendant to sign an application for a police of insurance and represented to defendant that the paper he was so signing was such application That it was in the evening of said 21st day of June 1876 and the said agent had a number of papers on the table when said signature was made and the same were mixed together and the said Agent pointed out the place on one of said papers for defendant to sign at the same time calling it an application for a policy and no note was then signed or intended to be signed and then and there was all the papers relating to said business or to said company that was ever signed by the defendant and he therefore denies that he ever made said note 2d. For a further answer the said defendant says that there was no consideration whatever for said pretended note That the said policy of Insurance issued to said defendant had a provision in the same actually written that the same was not valid or binding upon said company until the premium money was actually paid and that all premiums were payable in money only And this defendant says that no consideration of any kind whatever was ever received by him for said pretended promissory note and he therefore avers the same to be void and of no binding force or effect whatever. The said defendant therefore prays that he may go hence hereof without day and recover his cost J.Q. Cameron Attorney for Defendant

State of Ohio Union County s.s. } William C. Cines being first duly sworn deposes and says that the facts stated and allegations made in his foregoing answer are true as he verily believes W.C. Cines Sworn to before me by said William C. Cines and by him subscribed in my presence this 21st day of July 1877 W.M. Young Clerk

Reply

afterward to wit on the 14th day of November A.D. 1877 the following reply was filed with the clerk of this court which reads as follows to wit

Union Central Life Insurance Company Plaintiff
vs.
William C. Cines Defendant

In the Court of Common Pleas of Union County Ohio. The plaintiff now comes within the rule of the Court and replies to the answer of the defendants and for such reply says First That the defendant did sign and intend to sign the note sued on knowing it to be a note for the premium on the policy No 17279 upon the life of said W.C. Cines to be issued by said company And that said Cines was not in any manner misled by the agent of the plaintiff at the time he signed said note Second For further reply the plaintiff says that there was a good and valuable consideration for said note and that notwithstanding the provisions in the policy referred to in the answer of the defendant the said policy was in

full force at the time of its delivery and remained in full force and of binding effect upon the said plaintiff for and during the period of time for which the note was given in lieu of cash premium Plaintiff denies each and every allegation in said answer not herein specifically replied to Having thus fully replied to the answer of the defendant the plaintiff asks judgement in its favor as it has before asked in its petition W. C. Lawrence Atty for Plff.

The State of Ohio Union County ss. W. C. Lawrence being sworn says the plaintiff is a corporate body duly incorporated under the laws of Ohio that he is its Attorney in this action and that he believes the facts stated and allegations contained in the foregoing reply to be true W. C. Lawrence

Sworn to by W. C. Lawrence before me and signed by him in my presence this 11th day of November 1877

Afterward to wit on the 27th day of September A. D. 1878 the following entry was made in the Journal of said Court which reads as follows to wit

Entry — Union Central Life Insurance Company Plaintiff v.s. William C. Hines Defendant

Judgement $184.05 Interest 8% from Sept 9/78

This day this cause came on to be heard upon the petition of plaintiff the answer of the defendant the reply of the plaintiff to said answer and neither party requiring a jury this cause was submitted to the court upon the pleadings evidence and exhibits On consideration whereof the court does find for the plaintiff and assess its damages by reason of the premises at the sum of ($184.05) One Hundred Eighty Four 5/100 dollars that being the amount due upon the note in the petition set forth on the 1st day of this term (September 9th 1878) And the Court further finds that said note bears interest at the rate of 8% It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendant William C. Hines said sum of One Hundred Eighty Four and 5/100 Dollars so found due with interest thereon from September 9th 1878 at eight per cent per annum Attest H. M. Winger Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and Held at the Court house in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A. D. 1878

Heretofore to wit on the 9th day of November A. D. 1877 the following petition was filed with the clerk of said Court which reads as the following to-wit

2639 Petition — Jacob Painter Plaintiff v.s. Ira Donohoe & Jacob Leonard Defendant

Court of Common Pleas Union County Ohio

The plaintiff says That this his action is founded upon a promissory note of which the following is a copy viz "$218 12/100 October 5th 1875

"Two years after date we promise to pay to the order of Jacob Painter Two Hundred and Eighteen and 12/100 Dollys at six per cent value received Ira Donhoe Jacob Leonard" There are no credits thereon There is now due from the defendants to the plaintiffs on said Note the sum of Two Hundred and Eighteen and 12/100 Dollars which he claims with interest from the 5th day of

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October A.D. 1875 and for which he asks judgement
A. J. Carpenter Atty for Plaintiff
The State of Ohio Union County S.S. } A. J. Carpenter being sworn says that he is the attorney of the above named plaintiff in this action and duly authorized in the premises That the said Jacob Painter is a non-resident of said County of Union and is now absent therefrom That the above pleading is founded upon a written instrument for the unconditional payment of money only and is now in possession of this affiant And that the facts stated and allegations contained in the foregoing petition are true as affiant verily believes A. J. Carpenter
Sworn to by A. J. Carpenter before me and signed by him in my presence this 8th day of November A.D. 1877 W. H. Winget Clerk

Praecipe — To Clerk Issue summons in above action returnable according to law Endorse Amount claimed $218 17/100 with interest from October 5th 1875 A. J. Carpenter Atty for Pltff.

Afterward to wit on the 9th day of November A.D. 1877 the following summons was issued by the Clerk of this court to the Sheriff of Union County which reads as the following words and figures to wit

Summons — The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting. We command you to notify Ira Honahoe and Jacob Leonard that they have been sued by Jacob Painter in the Court of Common Pleas of Union County and that unless they answer by the 8th day of December A.D. 1877 the petition of said Jacob Painter 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 10th day of November A.D. 1877. Witness my hand and the seal of said Court this 9th day of November A.D. 1877 Seal W. H. Winget Clerk

Afterward to wit on the 9th day of November the above writ was by the Sheriff returned and filed endorsed as follows to wit

Return — The State of Ohio Union County S.S. } Received this writ November 9th A.D. 1877 And pursuant to its command served the same November 15th 1877 by delivering to each of the within named Ira Honahoe and Jacob Leonard a certified copy of this writ with the endorsements thereon Fees $2.00 J. J. Miller Sheriff

Afterward to wit on the 8th day of December A.D. 1877 the following Answer was filed with the Clerk of said court which reads as follows to wit

Answer — Jacob Painter Plaintiff
vs.
Ira Honahoe et al.
Defendants

In Union County Court of Common Pleas
The defendant Ira Honahoe for his separate answer to the petition of the said plaintiff says he denies that he indebted to the plaintiff in the sum of $218 17/100 But says said note set up in the plaintiffs petition is subject to an offset in favor of this defendant in the sum of One Hundred and Six Dollars with interest at 8 per cent from December 15th 1871 upon a promissory note of which the following is a true copy "$131 00/100" "December 15th 1871 One year after date I promise to pay to the order of Uriah Painter One Hundred and Thirty One Dollars value received payable at eight per cent due — (signed) Jacob Painter"

On which note there are the following indorsements "Uriah Painter "June 3d 1872 credit on the within Twenty Five Dollars" This defendant is the owner and holder of said note and entitled to the amount due thereon as an offset against the plaintiffs claim and asks that the same may be so allowed and that plaintiff be allowed only to a judgment after deducting the said sum and for all proper relief

A. L. Cameron Atty for Ira Donohue

State of Ohio Union County S.S. } Ira Donohue being first duly sworn on oath says that the facts stated and allegations made in his foregoing answer are true as he believes Ira Donohue

Sworn to before me by said Ira Donohue and by him subscribed in my presence this 8th day of December 1877 W. H. Winget Clerk

Reply

aftemard to wit on the 12th day of December A.D. 1877 the following reply was filed with the clerk of this court which reads as follows to-wit

Jacob Painter Plaintiff
vs.
Ira Donohue & Jacob Leonard
Defendants

In the Court of Common Pleas Union County Ohio

The plaintiff for his reply to the separate answer of the defendant Ira Donohue filed herein says That the said Ira Donohue is not entitled to have the amount of the note set up in his said answer set off as against plaintiffs said note nor is he entitled to any set off whatever as against said note Plaintiff says the note set up in defendants answer was settled and paid in full to Uriah Painter the holder thereof when due by the plaintiff and that said defendant is not an innocent holder thereof for value before due and without notice Plaintiff denies each and every allegation contained in defendants answer A. T. Carpenter Atty for Plaintiff.

State of Ohio Union County S.S. } A. T. Carpenter being sworn says he is the attorney of the above named plaintiff in this action & duly authorized in the premises That said plaintiff is a non-resident of said County of Union and is now absent therefrom and that the facts stated and allegations made in the foregoing reply of plaintiff are true as affiant verily believes A. T. Carpenter

Sworn to by A. T. Carpenter before me and signed by him in my presence this 12th day of December A.D. 1877 W. H. Winget Clerk

Entry

aftemard to wit on the 9th day of May A.D. 1878 the following entry was made in the Journal of said Court which reads as follows to wit

Jacob Painter
vs.
Ira Donhoe & Jacob Leonard

This cause is continued on motion and showing of the plaintiff and at his costs It is therefore Considered and adjudged by the Court that the defendant recover of the plaintiff his costs of this term taxed to $

Entry

aftemard to wit on the 14th day of Sept A.D. 1878 the following entry was made in the Journal of said Court which reads as follows to wit.

Jacob Painter
vs.
Ira Donhoe & Jacob Leonard

This day this cause came on for trial and was settled by the parties defendants consenting to allow plaintiff to take judgment against them for the sum of one Hundred and twenty three and 46/100 Dollars together with costs of suit except fees of plaintiffs witnesses and depositions it is thereby considered ordered and adjudged by the court that plaintiff

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1824 Petition

do recover against defendants said sum of One Hundred and seventy three and 40/100 Dollars so confessed to be due together with his costs herein taxed to $ Attest W. H. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878. Heretofore to wit on the 21st day of March A.D. 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit.

2824 Petition

Adam Blue Admst of the Estate of Ellen Blue decd Plaintiff vs.
Shannon Bailey, T. H. Faulk, J. H. Meredith J. M. Blue D. Ward and Leon Rice Defendants

State of Ohio Union County S. S. } Court of Common Pleas. The said Adam Blue plaintiff says that he is the duly appointed and legally qualified Administrator of the Estate of Ellen Blue deceased and that this his cause of action is founded upon a certain promissory note made executed and delivered to the said Ellen Blue deceased during her lifetime by said defendants of which the following is a copy "$ 220 00 On or before the first of June 1876 we severly and jointly promise to pay Ellen Blue or bearer the sum of two hundred and twenty dollars for value recived Shannon Bailey, T. H. Faulk, J. H. Meredith J. M. Blue, D. Ward Leon Rice This May 27th 1875 $ 220 00" There are no endorsements thereon said plaintiff further says that said defendants have not paid said sum of money due on said promissory note or any part thereof to the said Ellen Blue in her lifetime or to the said plaintiff since the death of the said Ellen Blue and that there is now due and remaining unpaid on said promissory note from the said defendants to the said Adam Blue as Administrator of the Estate of Ellen Blue deceased the said sum of Two Hundred and Twenty Dollars with interest thereon from the first day of June 1876 Wherefore the said Adam Blue plaintiff as administrator of the Estate of Ellen Blue deceased prays judgement against said defendants for the said sum of Two Hundred and Twenty ($ 220) Dollars with interest thereon from the first day of June 1876 together with his costs in said suit King and Field Plaintiffs Attorneys.

State of Ohio Union County S. S. } A. M. Field being sworn says that he is one of the Attorneys of record of the said plaintiff in the aforesaid action and that the said petition is founded on a written instrument for the payment of money only and that such written instrument is in the possession of this affiant as the attorney of said plaintiff and this affiant further says that the several matters and things contained in said petition are according to the best of his knowledge information and belief. A. M. Field Signed in my presence and sworn to before me this 21st day of March 1878 W. H. Winget Clerk

Praecipe

To the Clerk Issue summons in the above case directed to the Sheriff of Union County O. returnable according to law Amount claimed $220 00 with interest thereon from June 1st 1876 King & Field Plf. Attys

Afterward to wit on the 21st day of March A. D. 1878 the following summons was issued by the Clerk of this court to the Sheriff of Union County which reads as follows

Summons

The State of Ohio Union County S.S. To the Sheriff of the County of Union Greeting You are commanded to notify Shannon Bailey, D.H. Danelee G.H. Merritt, J.M. Blue, A. Ward and Leoin Price that they have been sued by Adam Blue Adms. of the estate of Ellen Blue in the Court of Common Pleas of Union County and that unless they answer by the 20th day of April A.D. 1878 the petition of said Adam Blue expunes 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 April A.D. 1878. Witness my hand and the seal of said Court this 21st day of March A.D. 1878

Seal J.M. Winget Clerk

Aftermand to wit on the 1st day of April A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as the following words and figures to wit

Return

The State of Ohio Union County S.S. Received this writ March 21st A.D. 1878 at 3 O'Clock P.M. And pursuant to its command served the same March 25th 1878 by delivering to each of the within named Shannon Bailey, D.H. Merritt, J.M. Blue and Leoin Price a certified copy of this writ with the endorsements thereon And on the same day by leaving a certified copy of this writ with the endorsements thereon at the usual place of evidence of the within named A. Ward the within named J.M. Ward he not found in my county Dispt fee J.C. Miller Sheriff

Aftermand to wit on the 17th day of April A.D. 1878 the following Answer of Defft. Price was filed with the Clerk of this court which reads as follows to wit

Answer

Adam Blue Adms. of the estate of Ellen Blue dec'd Plaintiff vs. Shannon Bailey et.al. Defendants

Court of Common Pleas Union County. Leoin Price now comes and for his separate answer to the petition in this case says that he did not receive any part of the consideration of said promissory note and was in no wise interested therein at the time it was executed That he signed the same about six months after its execution and then signed it as a surety merely at the request of J.M. Blue who he was informed and now believes and therefore states the fact to be was one of the principals upon said promissory note. He therefore asks that in case judgement be entered in this action against the principals on said promissory note that he be not holden thereon in any other manner than as a surety

Entry

W.C. Lawrence Atty for Price

The State of Ohio Union County S.S. Leoin Price being sworn says the facts stated and allegations contained in the foregoing answer are each & Bailey believes true

Leoin Price

Sworn to by Leoin Price before me and signed by him in my presence this 17th day of April 1878

W.M. Winget Clerk

Aftermand to wit on the 17th day of May A.D. 1878 the following answer and reply was filed with the clerk of this Court which reads as the following words and figures to wit

Answer & Reply

State of Ohio Union County S.S. Adam Blue admst. of the estate of Ellen Blue Plaintiff vs. Shannon Bailey and others Defendants

The said J.M. Blue and others of the defendants in this case for their first answering the petition of the said plaintiff and by way of Reply to the answer of the defendant Leoin Price say

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That all of said defendants including the said Levin Price were interested in building a meeting house in Jackson Township in said County near what is known as the Munit School house and that said Levin Price was one of the building Committee and in order to raise funds to carry on the building of said house the said defendants borrowed of said Ellen Blue $ 200 in money and gave their note for $220 being the interest for one year at 10 per cent added for said parties were all alike interested in said building and the consideration was applied to that purpose and these respondants say there was no one known as principal or as surety but in the matter the signers expected the church to help pay off the note but signed the same to guarantee said Ellen Blue said Levin Price was a member of the Church and intended alike with his Co-defendents and these respondants deny that he was surety or that he signed the note in any other manner than as above stated These respondants asks that Judgement may be rendered for what is legaly due only and that the same shall equally bind all the defendants and as such they proffer judgement and for all proper relief J.S. Cameron Attorney for Defendants

State of Ohio Union County S.S. J. M. Blue, G. W. Wescott and D. Mard being first duly sworn say the facts stated and allegations made in their foregoing answer are true. J. M. Blue, G. W. Wescott, D. Mard Sworn to before me by J. M. Blue, G. W. Wescott and D. Mard and by them subscribed in my presence this 13th day of May 1878

C. W. Bourgoin J.P.

Afterward to wit on the 14th day of October A.D. 1878 the following entry was made in the Journal of this Court which reads as follows to wit

Entry

Adam Blue Admst of the estate of Ellen Blue decd. Plaintiff vs. Shannon Bailey, J. W. Faulk, G. W. Wescott, J. M. Blue, D. Mard and Levin Price Defts

This day this cause came on to be heard the Sheriff having made return of not found as to J. W. Faulk and neither party requiring a jury the cause was submitted to the court upon the petition of the plaintiffs the separate answer of the defendant Price the joint answer of Shannon Bailey, G. W. Wescott, J. M. Blue, and D. Mard and the evidence On consideration whereof the Court do find that the defendants named in the petition were all principals upon the note and on that there was money contained in said note in the sum of Eight Dollars and that there was due from the defendants to the plaintiff Adam Blue as Admst. on the estate of Ellen Blue decd. on the first day of this term the sum of Two Hundred and Forty & 94/100 Dollars ($240 94/100) It is therefore considered ordered and adjudged by the court that the plaintiff Adam Blue as such admst do recover of the defendants, Shannon Bailey, G. W. Wescott J. M. Blue, D. Mard and Levin Price the said sum of $240 94/100 so found due with interest thereon from the 9th day of September 1878 together with their costs herein expended taxed to $

Attest W. M. Monger Clerk

Pleas before his Honor Judge Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 13th day of April A.D. 1878 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

2835. Petition

Joseph H. Emerson Plaintiff vs. Philip Cox Defts

In the Court of Common Pleas of Union County, this Plaintiff says that this his action is founded upon an account of which the following is a copy

Philip Cox Dr. To Joseph Emerson. From October 20th 1877 to March 5th 1878 Rodigging ditch $218.00 From Oct 29th 1877 to March 5th 1878 Removing 16 panels of post and board fence $20.00 From Oct 29th 1877 to March 5th 1878 To removing 10 panels of rail fence $2.00 From Oct 29th 1877 to March 5th 1878 To removing bridges and water gates $2.00 Total $242.00 From Oct 29th 1877 to March 5th 1878 Credit by Cash and on acc $200.00 Balance due $41.00 Plaintiff says that there is due and remaining unpaid on said account the sum of Forty One and 00/100 Dollars with interest from the 5th day of March 1878 and for which plaintiff asks judgement Jno. M. Broderick Attorney for Plaintiff

The State of Ohio Union County ss. John M. Broderick being sworn makes oath that he is the duly authorized attorney for the plaintiff that said plaintiff is a non-resident of said County of Union and that the facts stated in the foregoing petition are as he believes true Jno. M. Broderick

Sworn to and subscribed before me this 13th day of April A.D. 1878

W. M. Winger Clerk by Taber Randall Dep'y

And afterwards to wit on the 16th day of September A.D. 1878 the following answer was filed with the clerk of said court and reads as the following to-wit.

Answer

Joseph H. Emerson Plaintiff vs. Philip Cox Defts

Court of Common Pleas Union County, Ohio. Now comes the defendant Philip Cox and for answer to plaintiffs petition says. he admits that plaintiff drug the ditch mentioned in plaintiffs petition and that defendant was to pay the plaintiff therefor the sum of Two Hundred and Eighteen Dollars the defendant denies that he owe the plaintiff any sum whatever for the removal of the fences or bridges and water gates as charged in the second third and fourth items of the account as set forth in plaintiffs petition The defendant furthering answering to plaintiffs petition says he is entitled to credits on the said indebtedness in the sum of Two Hundred seventeen and 50/100 Dollars a copy of which said credits is hereto attached marked "A" and made a part of this answer The defendant asks that said credits be allowed against said plaintiffs claim and for all proper relief

Robinson and Piper Attorneys for defendant

State of Ohio Union County ss. Philip Cox being duly sworn says the facts stated and allegations in this foregoing answer are as he verily believes true

Philip Cox

Sworn to before me by Philip Cox and by him subscribed in my presence this 19th day of August 1878

W. M. Winger Clerk.

Exhibit "A" Joseph H. Emerson to Philip Cox. To Board $31.46 To Horse feed $2.00 To Orders $31.65 To Tobacco 20¢ To Order to Braxton $7.00 To Tobacco 20¢

To Tobacco 20¢ To One Shot Gun $16.00 To One Pr Rubber boots $4.00 To Cartridges 20¢ To Tobacco 20¢ To Cash paid Truett $2.00 To Cash paid Hunter $1.50 To Cash Paid Long & Underwood $3.40 To Tobacco 40¢ To Cash and Tobacco $20.60 To Tobacco 20¢ To Cash $10.00 To Cash to Underwood $3.00 To Tobacco 40¢ To Pair Rubber Boots $4.00 To Order to Lyons $20.00 To Cash and Tobacco $2.20 To Order $6.00 To Cash paid M. Reed $6.00 To Cash paid Metzel $5.00 To Orders Broxton $22.75 To Cash $2.00 To Cash $5.00 To Cash $3.00 To Extra feed and care for horse and damage by Horse $15.00 Total $217.50 Afterwards to wit on the 18th day of September A.D. 1878 the following reply was filed with the clerk of this Court which reads as follows to wit

Reply

J. H. Emerson Plaintiff
v.s.
Philip Orr Defendant

In the Court of Common Pleas of Union County Ohio. The plaintiff now comes and for reply to the answer of defendant denies that the defendant is entitled to a credit of Two Hundred Seventeen and 50/100 Dollars Plaintiff therefore asks judgement as prayed for in his petition herein filed

Jno. M. Broderick Attorney for Plaintiff

State of Ohio Union County s.s. } John M. Broderick being sworn says that J. H. Emerson the plaintiff is a non-resident of said County of Union and is now absent therefrom that he is the duly authorized attorney of said plaintiff and that the facts stated in the foregoing reply are as affiant believes true Jno. M. Broderick Sworn to by said John M. Broderick before me and signed by him in my presence this 18th day of September A.D. 1878 W. M. Monger Clerk

Afterward to wit on the 19th day of September A.D. 1878 the following entry was made in the Journal of this court which reads as follows to wit

Entry

J. H. Emerson
v.s.
Philip Orr

Now came the parties herein by their attorneys also came the following named persons as Jurors to wit Andrew Brown, George Long, George Holloway, C. C. Lane, W. H. H. Titus, J. M. Elroy, William Smith, G. L. Sellers, Levi Taylor, Herman Patrick, A. A. Wadsworth, and J. S. Alexander, who were duly impannelled and sworn according to law And thereupon after hearing the evidence argument and charge of the Court the jury retired to their room in charge of the Sheriff for deliberation And now comes the said jury into open court with their verdict in writing Signed by their foreman and say We the jury in this case being duly impannelled and sworn do find and say that we find for the plaintiff and assess his damage at $25.00 G. L. Sellers Foreman It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of $25.00 and his costs herein expended taxed at $ Attest W. M. Monger Clerk

Pleas before this Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 17th day of August A.D. 1878 the following petition was filed with the Clerk of this court which reads as the following words and figures to wit

X

3032 Petition

Henry G. Hoge
John H. Williamson
and J. A. Brown
Copartners as Hoge
Williamson and Brown
Plaintiffs vs.
W. W. Haines
J. C. Haines
Allen Haines
H. Bowen
H. S. Stamates
A. Davis
William Wilson
Trustees of the M. E.
Church at Byhalia
Ohio Defendants,

In the Court of Common Pleas of Union County
The Plaintiffs Henry G. Hoge Jno. H. Williamson and J. A. Brown, say that they are a copartnership firm incorporated and doing business in the State of Ohio and that they do busines and are usualy known by the firm name and style of Hoge Williamson and Brown Plaintiffs further say that on the 1st day of December A.D. 1876 the defendants W. W. Haines, J. C. Haines Allen Haines, H. Bowen, H. S. Stamates, A. Davis and William Wilson, made executed and delivered to one Robert Peterson their certain promissory note of that date and thereby promised to pay to the said Robert Peterson, or bearer the sum of One Hundred and Thirty Three Dollars in six months from the date thereof with interest thereon at six per cent. A true copy of said note is as follows "Six months after date we promise to pay Robert Peterson or Bearer" "One Hundred and Thirty Three Dollars at six per cent Interest Value" "Recd Byhalia Ohio Decd 1st 1876. W. W. Haines, J. C. Haines, Allen" "Haines, H. Bowen, H. S. Stamates, A. Davis, William Wilson, Trustees of" "M. E. Church at Byhalia" Indorsed on said note is the following credit "June 28th 1877 Recd on within note Thirty three Dollars and Four 00" "Dollars int. in full to date." There are no other credits indorsed on said note The Plaintiffs say they are the owners and legal holders of said note There is now due to the Plaintiffs from the said defendants on said note the sum of One Hundred Dollars with interest thereon at the rate of six per cent from the 28th day of June A.D. 1877 for which sum and interest the Plaintiffs pray judgement against the defendants

West Walker and West Allyn for Plaintiffs

State of Ohio Logan County S.S. } J. A. Brown being sworn says he is a member of the said firm of Hoge, Williamson & Brown and that the statements of the foregoing Petition are true J. A. Brown.
Sworn to and subscribed by the said Henry G. Hoge before me and in my presence this 16th day of August A.D. 1878 J. C. McIlvain Clerk
Seal Logan County Common Pl.

Praecipe To the Clerk Issue summons for the defendants returnable according to law Indorse Ammnt claimed $100.00 with interest from June 28th 1877 Afterward to wit on the 22d day of August the following summons was issued by the Clerk of this Court to the Sheriff of Union County which reads as the following words and figures to wit

Summons The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting We command you to notify W. W. Haines, J. C. Haines, Allen Haines, H. Bowen, H. S. Stamates, A. Davis, and William Wilson Trustes of the M. E. Church at Byhalia O. that they have been sued by Hoge Williamson and Brown in the Court of Common Pleas of Union County and that unless they answer by the 21st day of September A.D. 1878 the petition of said Hoge, Williamson and Brown against them

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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 2d day of September A.D. 1878 Witness my hand and the seal of said Court this 22d day of August A.D. 1878

Seal W. M. Winget Clerk.

Aftemard to wit on the 2d day of september A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as follows to wit

Return The State of Ohio Union County S.S. } Received this writ August 22d A.D. 1878 at 3 O.Clock P.M. And pursuant to its command served the same August the 30th 1878 by delivering a certified copy thereof with the endorsements thereon to each of the within named Henry Bowen, and H. S. Stamates and by leaving a certified copy thereof with the endorsements thereon at the residence of each of the within named Allen Haines, J.D. Haines, A. Davis William Wilson, and W. M. Haines

Fees $2.50

J. J. Miller Sheriff.

Aftemard to wit on the 23d day of August A.D. 1878 the following entry of appearance was filed with the Clerk of this Court which reads as the following words and figures to-wit

Entry of appearance and Henry A. Hoge
Jno W. Williamson
and J. A. Brown
Co Partners of
Hoge Williamson
and Brown Plffs.
W. M. Haines, J. D.
Haines, Allen Haines,
H Bowen, H. S. Stamates,
A. Davis, William Wilson,
Trustees of the M. E. Church
at Byhalia Ohio

Union County Court of Common Pleas

And now comes the above named defendants W. M. Haines, J. A. Haines, Allen Haines, H. Bowen, H. S. Stamates, A. Davis, William Wilson and each severally for himself waives the issuing and service of process and enters his appearance herein and consents that judgment be taken against them for the amount and interest prayed for in the Petition

Aftemard to wit on the 21st day of September A.D. 1878 the following answer of H. Bowen was filed with the Clerk of this court which reads as the following words and figures to-wit

Answer Hoge Williamson and Brown Partners Plaintiffs v. S. W. M. Haines et.al.

The said defendant H. Bowen for his separate answer to said plaintiffs Petitions says he denies he signed made executed or delivered said note mentioned in said petition and denies that he authorized any one to sign make execute or deliver said note or any other note to said plaintiff and denies that there is any sum due from this defendant on said note and this defendant says he did not either as trustee of the M. E. Church at Byhalia or in his individual capacity sign or execute said note or authorize any one to sign or execute the same and therefore this defendant asks that he be discharged and go hence with his costs

Robinson and Piper Attys for H. Bowen

The State of Ohio Union County S.S. } H. Bowen one of the defendants being duly sworn deposes and says the allegations of the foregoing answer are true in substance and in fact Hiram Bowen

sworn to before me and signed in my presence this 21st of Sept 1878
W. M. Stringer Clerk.

Aftemand to wit on the 26th day of September A.D. 1878 the following Entry was made in the Journal of this court which reads as the following words and figures to-wit.

Entry — Hoyt Williamson & Brown a Copartnership Firm
v.s.
W. M. Harris et,als

Union County Court of Common Pleas
This day came the Plaintiffs by West Walker and West their attorneys and thereupon the defendants with the exception of H. Brown still failing to answer or demur are adjudged to be in default and this cause being submitted to the Court and the Court being fully advised in the premises upon consideration thereof find there is due from said defendants in default to said Plaintiffs as is alleged in the said Petition the sum of One Hundred and Seven and 25/100 Dollars It is therefore considered that the Plaintiffs do recover of the said defendants in default the sum of $107 25/100 as aforesaid found due together with their costs in this behalf taxed at $ And as to the answer of the defendant the said H. Brown the Plaintiffs have leave to reply in 30 days from the rising of court West Walker and West attorneys for Plaintiffs
Attest W. M. Stringer Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville and for the County of Union and State of Ohio on the 29th day of April 1878 And the 3rd day of August A.D. 1878 the following petition was filed with the Clerk of said Court which reads as the following words and figures to-wit

2995 Petition — John D. Denox Plaintiff
v.s.
Susan Adams Defendant

Court of Common Pleas Union County Ohio
This cause comes into this court upon appeal By defendant from the judgement of W. J. Woods one of the Justices of the Peace of said county and plaintiff says this suit is founded upon a written contract signed by the defendant a true copy of which is as follows to-wit "An article of Agreement entered into this the 9th day of October A.D. 1873 by and between John D. Denox and Susan and John Adams witnesseth That John D. Denox in consideration of a deed from said parties of the second part for ten inches of ground off the south side of in Lot No 61 in the Town of Richmond extending from the east to the west thereof Hereby agrees with said Susan and John Adams that he will proceed at once to build his cellar and building wall one half thereof on said ten inches of Ground And he further agrees to reconvey said ten inches of land to said Susan and John Adams at any time in the future or to their assigns when shall pay for one half of the expense of building said wall of the north side of the building he is now erecting the half of which is to be built on said ten inches of ground and the said Susan and John Adams in addition to deeding said ten inches of ground hereby agree to execute a note for the sum of Fifty Dollars payable ten months after

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Entry — a defect of
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Susan A

date in part payment for the expense of said wall which is to be deducted from the amount to be finaly paid for the half of the wall In testimony whereof the above named parties have hereunto signed their names and affixed their seals this 9th day of October 1873
John P. Lenox Seal John Adams Seal Susan Adams Seal
Plaintiff says that he proceeded at once to build said cellar and building wall one half upon said ten inches of ground as by the aforesaid agreement he agreed to do that he built a two faced cellar wall of stone 20 inches wide and without delay did and performed all and singular of his part of said agreement fully and completly and in a workman like manner that by the terms thereof he was bound to do Plaintiff further says that neither the defendant Susan Adams nor the said Susan and John Adams parties of the second part to said agreement have done and performed her or their part to said agreement That said note has never been executed by said Susan Adams nor by said Susan and John Adams nor has said fifty Dollars nor any part thereof ever been paid that no part of said agreement has ever been performed by said Susan Adams nor by said Susan and John Adams except the conveyance of said ten inches of ground to said Lenox Plaintiff says that Susan Adams was on said 9th day of October 1873 in possession of said Lot No 61 and claimed to be the owner thereof and said deed was made of said ten inches of ground by said Susan Adams as the party making the covenant of warranty the said John Adams joining her in said conveyance as her husband and that two faced wall was built and the whole agreement was entered into for the Benefit of said Susan Adams and said Susan Adams is still in possession of said Lot 61 claiming to be the owner thereof wherefore Plaintiff prays Judgement against the defendant Susan Adams for said sum of $50.00 with interest from the 9th day of Aug 1874. P.K. Lee Atty for Plff.
State of Ohio Union Co S.S. John P. Lenox being sworn says the statements and allegations in the foregoing petition are true J. P. Lenox
Sworn to before me and subscribed to in my presence this 1st day of Aug. 1877 Seal H. B. Stuber Notary Public Union Co Ohio

Afterward to wit on the 30th day of August A.D. 1878 the following Demurrer was filed with the clerk of this court which reads as the following words and figures to wit

Demurrer

John P. Lenox Plaintiff
vs.
Susan Adams Defts

To the Court of Common Pleas within and for Union County Ohio. The defendants Susan Adams now comes and demurs to the petition of the said plaintiff and for cause says There is a defect of parties defendant The petition does not State facts sufficient to constitute a cause of action against the defendant Susan Adams Wherefore defendant awaits the consideration of the Court whether she shall further plead to said action Cameron and Benton Atty for Defts.

Afterward to wit on the 17th day of September A.D. 1878 the following entry was made in the Journal of said court which reads as the following to-wit

Entry

John P. Lenox
vs.
Susan Adams

Court of Common Pleas. This day this cause came to be heard upon the motion of the Plaintiff to withdraw his petition heretofore filed in this case and the Court being fully advised in the premises do sustain said

motion and grant leave as prayed for To which the defendant excepts
And this cause coming on further to be heard on motion of the Plaintiff
for judgement to be entered against the defendant for the want of the judgement in the Court below to wit for $61.20 with costs and interest and the
Court being fully advised in the premises and it appearing to the court
that said defendant failed to perfect his appeal in this action by failing
to file an appeal bond within 30 days next after the rendition of said
judgement by the Justice of the Peace and further that said Plaintiff has
filed in this Court a transcript of said judgement. It is ordered
and adjudged by the Court that the plaintiff recover of the defendant
Susan Adams for the sum of $61.20 with interest from the 11th day of June
1878 and for the costs made in this Court and before said Justice and that
execution issue therefor To all of which ruling and decision of the Court
in that behalf the said defendant by her counsel excepts and asks this court
to allow of his exception and make the same a part of the record hereof which
is accordingly done Attest H. M. Winger Clerk

Exhibit "A"

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Answer

The State
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v.
Adam Blu
Blue and
Huesman

Plea before his Honor Thomas Beer Presiding Judge of a Court of Common
Pleas begun and held at the Court House in the Town of Marysville in and for
the County of Union and State of Ohio on the 29th day of April 1878
On the 11th day of September A.D. 1878 Petition answer and entry was filed with
the Clerk of said Court which reads as the following words and figures to
wit

3091
Petition

The Huber Manufacturing Company Plaintiff
vs.
Adam Blue, Michael Blue and Wingert Huesman Defts

The State of Ohio Union County S.S. } In Court of Common Pleas. The plaintiff The Huber Manufacturing Company says it is an incorporated company organized and doing business at Marion Ohio under the laws of Ohio and under the name of The Huber Manufacturing Company that the Defendants Adam Blue, Michael Blue, and Wingert Huesman on or about the 21st day of July A.D. 1877 executed and delivered to the said plaintiff their Promissory Note of that date together with a Warrant of Attorney which Promissory Note and Warrant of Attorney are hereto attached marked Exhibit A. and made a part of this Petition Said Plaintiff further says that said Promissory Note is due and unpaid That it is the legal owner and holder thereof and that there is still due to it thereon from said Defendants the sum of Two Hundred and Eighty Four Dollars with Interest from the 21st day of July A.D. 1877 at eight per cent per annum Therefore the plaintiff asks judgement against said Defendants for the sum of Two Hundred and Eighty Four Dollars with interest thereon at the rate aforesaid from the 21st day of July A.D. 1877 and for costs of suit J. F. McNeil Plaintiffs Atty

Entry

The Huber M
Company
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Adam Blue
and Wingert

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The State of Ohio Marion County S.S. } J. F. McNeal being duly sworn says that he is the Attorney of said Plaintiff that this action is brought upon an Instrument in Writing for the unconditional payment of Money only that said Instrument in Writing is in his possession and that he verily believes the statements contained in the foregoing Petition are true in substance and in fact J. F. McNeil

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Sworn to by said J. F. McNeil before me and by him subscribed in my presence this 10th day of July A.D. 1878 Seal J. A. Woodford Notary Public Marion County Ohio

Exhibit "A"

$284.00 On or before Oct 1 1877 after date for value received we jointly and severally promise to pay The Huber Manfg Co or order Two hundred and Eight four Dollars with interest at 8 per cent per annum after date until paid And we hereby authorize and empower our Attorney at Law at any time after the above note becomes due to appear for us or any of us without process in any Court of Record in the State of Ohio or Elsewhere and confess a judgement for the said amount interest and costs in favor of the said payee and release all errors which may occur in the condition of such judgement And we also release the right of appeal the stay of execution and the power and 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 authorized to enter such release in said judgement

Witness our hands and seals this 21st day of July 1877

Adam Blue (Seal) Michael Blue (Seal) Winget Harriman (Seal)

Answer

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

The Huber Manufacturing Company Plaintiff

v.s.

Adam Blue Michael Blue and Winget Harriman Defendants

By virtue of the warrant of Attorney attached to the foregoing Petition I. P.B. Benton an Attorney at Law in the several Courts of Record in the State of Ohio hereby enter an appearance for the said Defendants in the suit of The Huber Manufacturing Company Plaintiffs against said Adam Blue Michael Blue and Winget Harriman Defendants and waive the issuing and service of process therein and confess a judgment in favor of the said Huber Manufacturing Company against said Adam Blue, Michael Blue and Winget Harriman for the sum of Three Hundred and Two ~~00~~ Dollars and seventeen cents Damages being the amount appearing due for principal and interest on said promissory note and also for costs of suit and I do hereby release all errors and waive all right of appeal P.B. Benton Defendants Atty.

Entry

The Huber Manufacturing Company Plaintiff

v.s.

Adam Blue, Michael Blue, and Winget Harriman Defendants

This day came the plaintiff by D.H.McNeil Attorney and thereupon came P.B. Benton one of the attorney of record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven warrants the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confess that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $ 302 17/100 It is therefore considered that said plaintiff do recover of said defendant the said sum of $302 17/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per cent per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived Attest W.M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Commen Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 11th day of December 1877 the following petition was filed with the clerk of said Court which reads as the following words and figures to wit

2668 Petition

Frederick Talley Administrator of the estate of Benjamine F. Warren deceased Plaintiff

vs.

Lucy Jane Brown & F.M. Brown and Martha A. Sunbrow Defendants

Court of Common Pleas Union County, The plaintiff says that on or about the 2d day of June A.D. 1877 he was duly appointed and qualified as Administrator of the Estate of Benjamine F. Warren heretofore deceased by the Probate Court of Delaware County Ohio that in the lifetime of the said Benjamine F. Warren and on the 6th day of November A.D. 1876 the said defendants Lucy Jane Brown & F.M. Brown made and delivered to the said Benjamine F. Warren now dec'd their Promissory Notes of which the following are copies

"$733 33/100 Nov 15th 1876 On or before the 15th day of November 1877 we promise to pay to the order of B.F. Warren Seven Hundred and Thirty Three Dollars and Thirty Three cents with interest at Eight per cent for value received This note is secured by Mortgage (Signed) Lucy J. Brown. F.M. Brown"

"$733 33/100 Nov 15th 1876 On or before the 15th day of November A.D. 1879 we promise to pay to the order of B.F. Warren Seven Hundred and Thirty Three Dollars and thirty three cents with interest at six per cent for value received This note is secured by Mortgage (Signed) Lucy Jane Brown F.M. Brown"

"$733 33/100 Nov 15th 1876 On or before the 15th day of November A.D. 1880 we promise to pay to the order of B. F. Warren Seven Hundred and Thirty Three Dollars and thirty three cents with interest at six per cent for value received This Note is secured by Mortgage (Signed) Lucy Jane Brown F.M. Brown"

The said defendants Lucy Jane Brown and F.M. Brown on or about the 26th day of may A.D. 1877 to secure the payment of said notes executed and delivered to the said Benjamine F. Warren their Mortgage Deed and thereby conveyed to the said Benjamine F. Warren his heirs and assigns the following lands and tenements situated in said County of Union State of Ohio and in Virginia Military land and in survey No 1307 and bounded and described as follows Beginning at a hickory in the original line of said survey thence with said original line N 50° East Sixty four Poles to the center of Mill Creek thence up the creek seventy poles to a stone in Mill Creek opposite a spring thence passing through said spring N 60° Eighteen poles to the beginning containing Six and one half acres Also the following described real estate situate in said County and State of Ohio and in Virginia Military land and in survey No 1307 bounded and described as follows Beginning at the south east corner of the south abutment of the mill dam known as the Reckner Mill thence in a westerly direction on the dyke embankment about forty rods to a point on the south bank of Mill Creek and thence in a north easterly direction to the land down the line between said Sheiles & the Reckner Mill property to this dam at the south abutment of old dam thence along new dam to beginning containing two acres. The condition contained in said Mortgage deed was in substance that if the said Lucy Jane Brown and

Praecipe

Summons

F. M. Brown
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J. W. Brown his heirs assigns executors or administrators shall well and truly pay the aforesaid promissory notes being the same hereinbefore set forth according to the tenor thereof to the said Benjamin D. Wheeler his heirs or assigns then the said deed to be void otherwise to be remain in full force and virtue in law And the 28th day of May A.D. 1877 at 8. o'clock A.M. the said mortgage was delivered to the recorder of said County to be by him entered on record and was recorded in the 4th day of June A.D. 1877 in Union County Records Volumn 13 Page 341 The said deed has become absolute There is due and remaining unpaid upon said indebtedness the sum of Seven Hundred and Thirty Three Dollars and Thirty Three cents with eight per cent interest thereon from the 15th day of November A.D. 1876 Plaintiff further says that there is a mistake in the date of said mortgage deed and that the same was in fact executed and delivered on about the 26th day of May A.D. 1877 and that the date of said mortgage was intended by L. S. Feltner Justice of Peace before whom the same was acknowledged to be dated back to Nov 15th 1876 to correspond with the date of said notes and further that said Promissory Notes were made and delivered for balance of the purchase money for the said described premises Plaintiff further says that the said Martha A. Sanborn may claims to have some lien upon said premises and he prays that she may be made a party defendant hereto and may be required to answer herein and set up such claim or interest as she may have Plaintiff prays the Court that the 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 said Other and further relief as justice and the nature of the case may require

C.H.W. Elroy. Atty for Plaintiff

The State of Ohio Union County S. S. } C.H.W. Elroy being sworn says that he is the Attorney of the above named Fred K. Talley Admr. Plaintiff duly Authorized in the premises that the said Fred K. Talley is not a resident of the said County of Union and is now absent therefrom And that the facts Stated and Allegations in the foregoing pleading of said Fred K. Talley Admr are true as he believes

C.H.W. Elroy

Sworn to by C.H.W. Elroy before me and subscribed by him in my presence this 11th day of December A.D. 1877 W. M. Winget Clerk

I hereby waive the issuing of summons in the within case and accept service herein December 11th 1877 Martha A. Sanborn

Praecipe To Clerk Issue summons upon the petition in the above case for Lucy Jane Brown and H. W. Brown to the Sheriff of Union County returnable according to law Amount Claimed $733 33/100 Int 8 per cent from 15th November 1876 and for Foreclosure of Mortgage C.H.W. Elroy Attorney for Plaintiff

Afterward to wit on 11th day of December A.D. 1877 the following summons was issued by the Clerk of this court to the Sheriff of Union County which reads as the following words and figures to wit

Summons The State of Ohio Union County S. S. } To the Sheriff of the County of Union Greeting We command you to notify Lucy Jane Brown and H. W. Brown that they and another have been sued by Fredrick Talley Administrator of the estate Benjamin D. Warren Dec'd in the Court of Common pleas of Union County and that unless they answer by the 12th day of January A.D. 1878 the petition of the said Fredrick Talley against them filed in the Clerks office of said Court such petition will be taken as true and

judgment rendered according by You will make due return of this summons on the 21st day of December A.D. 1877 Witness my hand and the seal of said Court this 11th day of December A.D. 1877 Seal D. H. Wright Clerk.

Aftemand to wit on the 21st day of December A.D. 1877 the above writ was by the Sheriff of said County returned and filed endorsed as the following to-wit

Return

The State of Ohio Union County S.S. } Received this writ December 12th A.D. 1877 at 8 O'Clock A.M. and pursuant to its command served the same Dec 14th 1877 by delivering to the within named Lucy Jane Brown a certified copy of this writ with the endorsement thereon and at the same time leaving at the residence of the within named R.H. Brown a certified copy of this writ with the endorsement thereon Fees $2.00 J. J. Miller Sheriff.

Aftemand to wit on the 7th day of February A.D. 1878 the following Answer and Cross-Petition of Martha A. Sanborn was filed with the Clerk of said Court which reads as the following words and figures to wit

Answer and Cross Petition

Frederick Talley Administrator of the estate of Benjamine F. Mason deceased Plaintiff vs. Lucy Jane Brown R.H. Brown & Martha A. Sanborn Defendants

Court of Common Pleas Union County

And now comes the said Martha A. Sanborn made party defendant in the above action and filed her answer and cross-Petition herein and says That on the 30th day of March A.D. 1872 the Henry B. Fellner and L.S. Fellner made and delivered to the said Martha A. Sanborn their Promissory Note of which the following is a true copy with the endorsements.

Entry

Delaware Ohio March 30th 1872

One year after date we promise to pay to the order of Martha A. Sanborn Five Hundred Dollars at Delaware Ohio value received with eight per cent interest Henry B. Fellner L.S. Fellner secured by mortgage duly stamped Endorsed. "H.B. Fellner paid in full interest to 1st April 1873 M. A. Sanborn" "H. Fellner interest paid to April 1st 1874 by J. H. Fellner M. A. Sanborn" "interest paid to April 1st 1875 M.A. Sanborn Interest paid to April 1st 1876 M.A. Sanborn Interest paid to April 1st 1877 M.A. Sanborn The said Henry B. Fellner and Hannah Fellner his wife on the 30th day of March A.D. 1872 to secure the payment of said Promissory Note Executed and delivered to the said Martha A. Sanborn their Mortgage Deed and thereby conveyed to her the said Martha A. Sanborn her heirs and assigns the following lands and tenements situate in the County of Union in the State of Ohio and in the Virginia Military Survey No 1307 and bounded and described as follows Beginning at a hickory in the original line of said survey thence with said original line N 80° E. Sixty Four (64) Poles to the center of Mill Creek thence up the same Seventy (70) Poles to a Stone in Mill Creek opposite a spring thence passing through said spring N 19° W Eighteen (18) Poles to the Beginning containing Six and one half (6½) Acres Said lands and tenements being the first described tract in the Petition in this case filed and defendants said Mortgage being the prior lien thereon The condition contained in said Mortgage Deed was in substance that if the said Henry B. Fellner and Lewis S. Fellner shall pay or cause to be paid unto the said Martha A. Sanborn. their said Promissory note of even date therewith for the sum of Five Hundred Dollars payable one year after date with eight per cent interest being the same note herein before set forth then the said Mortgage Deed to be void otherwise to be and remain in full force and virtue On the 18th day of April A.D. 1872 at 7 O'Clock A.M. the said

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Mortgage was delivered to the Recorder of said County of Union to be by him entered on Record and was recorded on the 20th day of April A.D. 1872 in Union County record of Mortgages Vol 9 Page 229 The said deed has become absolute There is due and remaining unpaid upon said indebtedness the sum of Five Hundred Dollars with eight per cent interest from April 1st 1877 The said Martha A. Sanborn therefore prays that the said Henry B. Pelton may be made a party defendant hereto that the priority of liens herein be retained 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 C.A. McElroy, Attorney for Martha A. Sanborn

The State of Ohio Delaware County S.S. 3 Martha A. Sanborn being duly sworn says the facts stated and allegations in her foregoing pleading are true as she believes Martha A. Sanborn

Sworn to before me by Martha A. Sanborn and subscribed by her in my presence this 6th day of February A.D. 1878 G.G. Bunker Notary Public in & for said County of Delaware

Notary fee 50 paid Seal

I hereby waive the issuing of summons on the within answer and cross petition and accept service therein February 7th 1878 H.B. Pelton.

Afterward to wit on the 26th day of February A.D. 1878 the following entry was made in the journal of said Court which reads as the following to wit.

Entry

Fred'k Talley Adms of the Estate of Benjm F. Warren dec'd Plaintiff

vs.

Lucy Jane Brown & F.M. Brown and Martha A. Sanborn Defts

This day came the Plaintiff by his Attorney and thereupon this cause came on to be heard upon the Petition exhibits and testimony the said defendants Lucy Jane Brown and F.M. Brown having failed to answer or demur herein made default and said cause was submitted to the Court In consideration whereof the Court do find the equity of the case with the plaintiff and that there is due to said Plaintiff from the said defendants Lucy and Brown and F.M. Brown upon the first Note in ~~xxxx~~ the mortgage in said Petition mentioned and set forth the sum of Eight Hundred and Five Dollars It is therefore ordered adjudged and decreed by the court that the said defendants Lucy and Brown and F.M. Brown within ten days from the rising of the Court pay the said sum of Eight Hundred and five Dollars with interest thereon to be computed at eight per cent from the first day of the present term of this Court And the costs herein to be taxed And in default thereof the Sheriff of this County who is hereby appointed special Master Commissioner for that purpose proceed to cause the lands and tenements in said Petition described to be appraised advertised and sold as upon judgement at law and that he report his proceedings herein to the next term of this Court to which time this cause is continued

Afterward to wit on the 8th day of March A.D. 1878 the following Order of sale was issued by the Clerk of this Court to the Sheriff of Union County which reads as the following words and figures to-wit

Order of Sale

The State of Ohio Union County S.S. 3 To the Sheriff of said County Greeting Whereas at a Term of the Court of Common Pleas held at Marysville in and for said County on the 26th day of February A.D. 1878 in the cause of Fred Talley Adms of Benj F. Warren Dec'd Plaintiff and Lucy Jane Brown and Others Defendant it was ordered adjudged and decreed as follows to-wit

That the defendants Lucy Jane Brown & T. M. Brown within ten days from this date pay the plaintiff $ 805 00/100 with Int. from the 1st day of February 1878 and the costs herein an order issue to the Sheriff of this County to sell according to law the Lands and tenements described in plaintiffs Petition and report his proceedings herein to the next term of this Court. Descriptions of Lands. Situate in Union County Ohio and in U.M. Survey No 1307 Beginning at a hickory on the original line of said survey X thence with said original line N 80° E. 65 poles to the Center of Mill Creek thence up the Creek 30 Poles to a stone on Mill Creek opposite a spring thence passing through said Spring N.W. 18 Poles to the beginning containing six and one half Acres also the following described real estate situate in said County and State in U.M. Survey No 1307 Beginning at the S. E. Corner of the south abutment of the Mill Dam known as the Felkner Mill thence in a westerly direction in the Line Embankment about 40 Rods to a point in the South Bank of Mill Creek and thence in a North Easterly direction to the and down the line between said Shields and the Felkner Mill property to this dam at the south abutment of old dam thence above new dam to the Beginning containing 2 acres. We therefore command you That you proceed to carry said order judgement and decree into execution agreeable to the tenor thereof and that you expose to sale the above described Real Estate under the Statute regulating sales on Execution and that you apply the proceeds of such sale in satisfaction of said judgement and decree with costs and interest as specified therein and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 5th day of March 1878

Seal D. L. Singer Clerk

Afterward to wit on the 22d day of April A.D. 1878 the above order of sale was by the Sheriff returned and filed Endorsed as the following words to-wit

Sheriff Return

The State of Ohio Union County S.S. In obedience to the command of the order of Sale hereto annexed I did on the 18th day of March 1878 summon D. Hummel, John Price and Thomas Thorton three disinterested freeholders of said County who were by me duly sworn to view and appraise the lands and tenements therein described and afterward on the 18th day of March A.D. 878 said Appraisers returned to me under their hands and seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at Twenty Seven Hundred Dollars A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County And on the 20th day of March 1878 I caused to be advertised in the Marysville Tribune (A newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 20th day of April A.D. 1878 at one O. Clock P.M. of said day And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit Four consecutive weeks and in pursuance to said notice did on said 20th day of April A.D. 1878 at the time and place above mentioned proceed to offer said lands and tenements at public sale at

Proof of Publication

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the door of said Court House and then and there came A. R Talley who bid for the same the sum of Two Thousand (2000) Dollars and said sum being more than two thirds of the appraised value thereof and said A. R. Talley being the highest and best bidder thereof & then and there publicly sold and struck off said lands and tenements to him for said sum of Two Thousand Dollars Sheriff Fees $36.27 Appr Fees $1.50 Print fees $12.00 J. J. Miller Sheriff.

Afterward to wit on the 30th day of April A.D. 1878 the following proof of Publication was filed with the Clerk of this Court which reads as the following words and figures to wit

Proof of Publication

F. Talley Administrator &c. vs. Lucy J. Brown et. al. } Court of Common Pleas Union County O.

Order of Sale. By virtue of the above stated writ from said Court to me directed I will offer at public sale at the door of the Court House in Marysville Union County Ohio on Saturday April 20th 1878 at or about the hour of One O'Clock P. M. of said day the following property to wit Situate in Union County Ohio and in U. M. Survey No 1307 Beginning at a Hickory in the original line of said survey thence with said original line north 80° E. 65 Poles to the Center of Mill Creek thence up the creek 30 poles to a stone in Mill creek opposite a spring thence passing through said spring S. W. 18 Poles to the beginning containing 6½ Acres Also the following described real estate situate in said County and State in U. M. Survey No 1307 beginning at the S. E. Corner of the south abutment of the mill dam known as the Telkners Mill thence in a westerly direction on the dike embankment about 40 Rods to a point on the south bank of Mill creek and thence in a northwesterly direction to and down the line between said Shields and Telkners mill property to the dam at the south abutment of the old dam thence along the new dam to the beginning containing two acres Appraised at $ 2700 Terms of sale cash on the day of sale

J. J. Miller Sheriff of Union County Ohio C. H. McElroy Attorney for Plaintiff

March 20th 1878

The State of Ohio Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for four consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union the first publication beginning with March 20th 1878 H. C. Shearer.

Sworn to and subscribed before me this 30th day of April 1878 W. M. Monger Clerk

Afterward to wit on the 29th day of April A.D. 1878 the following entry was made in the Journal of said court which reads as follows to wit

Entry

Fred'k Talley Admst of the Estate of Benj. F. Warren dec'd. Plaintiff v.s. Lucy Jane Brown & H. H. Brown and Martha A. Sanborn Defts. } Court of Common Pleas Union County Ohio

Answer & Cross-Petition of Martha A. Sanborn dismissed without prejudice

Afterward to wit on the 30th day of April A.D. 1878 the following entry was made in the Journal of said Court which reads as follows to-wit

Entry

Fredrick Talley Adms. v.s. Lucy J. Brown et. als. } This day came the Plaintiff by his Attorney and this cause came on to be further heard upon the

report of the special master commissioner and was signed by counsel on consideration whereof the court do find the proceedings of said master and the sale by him made of the lands and tenements in the petition mentioned and described to be in all respects in due form of law It is therfor ordered adjudged and decreed that the proceedings and sale of said master be in all things affirmed and that the said master execute and deliver to said purchaser a deed of the lands and tenements aforesaid in fee simple pursuant to the statute in such case made and provided and that out of the proceeds of said sale the said master pay 1st the costs of this suit 2d Taxes and the balance of the purchase money remaining in his hands be pay to plaintiff on his decree and herein said Petition set forth And it is further ordered that the defendants who may be in possession of said premises or any person who has come in under them or either of them pending this suit deliver up possession thereof to said purchaser on demand and production of said Master deed

Attest W. H. Stringer Clerk

Pleas before his Honor Thomas Beer presiding judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Afterward to wit on the 2d day of September A.D. 1878 the following petition was filed with the clerk of this court which reads as the following words and figures to wit.

30 pt Petition

Abraham Beer Plaintiff
vs.
Nancy B. Beer Defendant

Court of Common Pleas Union County Ohio. The plaintiff says 1st That his first cause of action is founded upon a promissory note of which the following is a copy $15.00 Marysville Ohio Dec 31st 1874. Ninety Days after date we principal debtor we jointly and severally promise to pay to the order of A. Beer or bearer Fifteen Dollars for value received with interest from date 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 judgement against us or either of us in favor of the holder or holders of this note for the amount of said note with eight percent 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 31st day of Dec 1874 (sgd) Nancy B. Beer 2- There are no credits thereon 3d There is due from the defendant to the plaintiff on said note the sum of Fifteen Dollars which he claims with interest from the 31st day of December 1874
2d Second cause of Action. The plaintiff says That his second cause of action is founded upon this to-wit That on or about the day of September 1874 the defendant Nancy B. Beer entered into a contract with A. Beer Plaintiff to board boy the son of this defendant at one Dollar and Fifty cents per week and that this defendant was to pay all Doctor bills and to pay all expenses for clothing said boy The

Praecipe

Summons

Sheriffs Return

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plaintiff further says that this defendant has paid no part of said expense for board doctor bill and clothing since dec 31st 1874 and that there is due him for said Board Doctor Bill and Clothing as follows For Board from December 31st 1874 to September 2d 1878 $281.50 interest on same to date $38.37 For taking care of boy in sickness in the summer of 1874 $18.00 interest on same to date $4.50 Clothing 3 years $21.25 interest to date $2.75 Total $371.37 The plaintiff says there is due on said account the sum of Three hundred and Seventy one and 37/100 Dollars for which sum he ask judgment also that there is due on said note as is set forth in this first cause of action nineteen and 52/100 Dollars with interest at 8 per cent from September 2d 1878 for which sum he ask judgment The plaintiff therefore say there is due him sum of Three hundred and Ninety & 89/100 Dollars for which sum he asks judgment

R. L. Woodburn Atty for Plaintiff

The State of Ohio Union County S.S. A. Deer being sworn says that he believes the facts stated and allegations in his foregoing petition to be true

A. Deer

Sworn to before me and signed in my presence this 2d day of September 1878 Seal A. H. Beightler Notary Public

Praecipe To Clerk Issue summons upon the petition in the above case returnable according to law Amount claimed $390.89/100 with interest from Sept 2d 1878 on $19.52/ of said sum at 8% Balance of said sum $371.37 at 8 per cent R. L. Woodburn

Thereupon to wit on the 2d day of September A.D. 1878 the following summons was issued by the Clerk of this court to the Sheriff Union County which reads as the following words and figures to wit.

Summons The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting We command you to notify Nancy B. Deer that she has been sued by Abraham Deer in the Court of Common Pleas of Union County and that unless she answer by the 5th day of October A.D. 1878 the petition of said Abraham Deer 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 11th day of September A.D. 1878. Witness my hand and the seal of said court this 2d day of September A.D. 1878 Seal H. H. Winget Clerk

Afterward to wit on the 4th day of September A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as the following to wit

Sheriffs return The State of Ohio Union County S.S. } Received this writ September 2d A.D. 1878 at 5 O.Clock P.M. And pursuant to its command served the same September 2nd 1878 at 8 O.Clock P.M. by delivering a certified copy thereof with the endorsements thereon to the within named Nancy B. Deer Fees $1.65 J. J. Miller Sheriff.

Afterward to wit on the 11th day of October A.D. 1878 the following Entry was made in the journal of said Court which reads as follows to-wit.

Entry. Abrham Deer vs. Nancy B. Deer — And now comes the said Abraham Deer and the said Nancy B. Deer having failed to demur or answer to the petition of the said Abraham Deer it is considered that the said Abraham Deer

ought to recover the said sum of One Hundred and Sixty and 59/100 Dollars demanded in his petition together with the sum of $2 20/100 which the court finds due as interest thereon as prayed for in said petition and it is therefore considered that the said Abraham Beer recover against the said James B. Dean the said sum of $293 79/100 being the amount of both debt and interest together with his costs in and about his suit in this behalf expended taxed to $

Attest W.M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 On the 10th day of October A.D. 1878 the following Petition answer and entry was filed with the Clerk of said Court which reads as the following words and figures to.wit.

3111 Petition

The State of Ohio Union County ss. In the Court of Common Pleas
James Fullington, Charles Phillis and W.H. Woods Partners under the firm name of Fullington Phillis and Woods
vs.
James. Mulbrain and C. Mulbrain Defendants

James Fullington Charles Phillis and W.H. Woods Partners &c. the above named Plaintiffs say that there is due to them from James Mulbrain and C. Mulbrain Defendants on a promissory note made by the Defendants payable to the Plaintiffs under their firm name dated the 24th day of June A.D. 1878 A copy of which note with the amount of Attorney fees annexed is hereto attached the sum of One Hundred Sixty Four Dollars and Twenty Five cents with interest thereon at Eight per cent from the 24th day of July A.D. 1878 The Plaintiffs further say that they are the legal owners and holders of said note that the same is due and unpaid Whereupon the Plaintiffs ask judgement against said Defendants for the sum of One Hundred and Sixty Four Dollars and Twenty Five cents with interest at 8 per cent from the 24th day of July A.D. 1878

M. C. Lawrence Atty for Pl'ffs.

The State of Ohio Union County S.S. 3 W.H. Woods one of the above named Plaintiffs being duley sworn says that he believes the statement in the foregoing Petition to be true

W.H. Woods

Subscribed by W.H. Woods in my presence and sworn to by him before me this 10th day of October A.D. 1878

W.M. Winget Clerk

Copy of Note

$164 25/100 Marysville O. June 24th 1878 Thirty days after date as principal debtors we jointly and severally promise to pay to the order of Fullington Phillis and Woods One Hundred Sixty Four 25/100 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 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 with eight percent 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 24th day of June 1878

James Mulbrain (seal) C. Mulbrain (seal)

Answer

James Fullington partners &c
vs.
James Mulbrain
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Answer

James Fullington et al partners &c Plaintiff
v.s.
James Mullvain and C. Mullvain Defts

In Court of Common Pleas Union County S.S.
And now come James Mullvain and C. Mullvain the above named defendants by the undersigned D. H. Ayers Attorney and waive the issuing and service of process in this case and consent that judgement be entered herein in favor of the above named Plaintiffs the holder of the note described in Plaintiff's petition and against the above named Defendants for the sum of One Hundred Sixty Six Dollars and Nine Nine Cents the amount appearing due for principal and interest on said note and also consent that judgement be entered in the same manner against Defendants for costs of this action and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any Execution issued on the judgment in this case is hereby waived October A.D. 1878 D. H. Ayers Atty. for Defts.

Entry

James Fullington Charles Phillis and W. H. Woods partners under the firm name of Fullington Phillis & Woods
v.s. Plaintiffs
James Mullvain and C. Mullvain
Defendants

This day came the Plaintiffs by M. C. Lawrence their Attorney and thereupon came D. H. Ayers one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now Produced in open Court and duly proven waived the issuing and service of process and entered appearance of said Defendants Jointly and by virtue of the same warrant of Attorney confesses that there is due from said Defendants to said Plaintiffs as is alleged in said Plaintiff's petition the sum of $166 99/100 It is therefore considered that said plaintiffs do recover of said defendants the said sum of $166 99/100 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of Eight per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest W. H. Wright Clerk

Pleas before His Honor Thomas Beer Presiding Judge of a court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 On the 10th day of October A.D. 1878 the following Petition, answer and entry was made with the clerk of this Court which reads as the following words and figures to-wit.

3110 Petition

James Fullington, Charles Phillis and W. H. Woods partners under the firm name of Fullington Phillis & Woods Plaintiffs v.s.
H. Speakman and B. H. Keyes
Defendants

The State of Ohio Union County S.S.
In the Court of Common Pleas
James Fullington Charles Phillis & W. H. Woods partners &c the above named Plaintiffs say that there is due to them from H. Speakman and B. H. Keyes Defendants on a promissory note made by the Defendants payable to plaintiffs under their firm name dated the 10th day of April A.D. 1878 a copy of which note with the warrant of Attorney thereto annexed is hereto attached the sum of One.

Hundred Dollars with interest thereon at Eight per cent from the
6th day of June A.D. 1878 The Plaintiffs further say that they are the leg-
al owners and holders of said note that the same is due and unpaid There-
upon the Plaintiffs ask judgment against said Defendants for the sum
of One Hundred Dollars with interest thereon at Eight per cent from the
6th day of June A.D. 1878 W. C. Lawrence Atty. for Pffs

The State of Ohio Union County ss. H. H. Woods one of the abov named
Plaintiffs being duly sworn says that he believes the statement in the forego-
ing Petition is true
subscribed by H. H. Woods in my presence and sworn to by him before me this
10th day of October A.D. 1878 H. M. Wright Clerk.

Copy of Note 100^{00} Plainville O. April 10th 1878 Sixty days after date we principal
debtors are jointly and severally promise to pay to the order of Fullington
Phillis & Woods One Hundred Dollars for value received And we hereby
dispense with demand of payment of this Note and authorize any Attorney
at Law to appear for me or either of us at any time after the same shall be-
come due in any Court of Record in the State of Ohio or elsewhere and
waive the issuing and 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 with eight per cent interest payable annually after the same shall become
due together with costs of suits and release all errors and waiver all right of Appe-
al in this behalf In Witness our hands and seals this day of 187
H. Speakman (Seal) B. H. Keyes (Seal)

Answer James Fullington et. al. In Court of Common Pleas Union County S. S.
partners &c Plaintiffs And now come H. Speakman and B. H. Keyes the
vs. above named defendants by the undersigned A. H. Ayres
H. Speakman and attorney and waive the issuing and service of Proces
B. H. Keyes Defendants in this case and consent that judgement be entered
herein in favor of the above named plaintiffs the holder
of the note described in Plaintiffs petition and against the above named Def-
endants for the sum of One Hundred and Two Dollars and Sixty Six Cents the
amount appearing due for principal and interest on said note and also consent
that judgement be entered in the same manner against Defendants for costs of
this Action and all errors are hereby released and Defendants right to appeal
and to the appraisal of real estate levied on by virtue of any execution issued on
the judgement in this case is hereby waived Oct. A.D. 1878 A. H. Ayres Atty for Pffs.

Entry James Fullington Charles Phillis & This day come the plaintiffs by W. C.
H. H. Woods partners under the firm Lawrence their Attorney and thereupon
name of Fullington Phillis & Woods came A. H. Ayres one of the Attorneys of
Plaintiffs vs. Record of this Court who by virtue of a war-
H. Speakman and B. H. Keyes rant of Attorney duly executed and now
Defendants produced in open court and duly proven
waived the issuing and service of process
and entered appearance of said Defendants herein and by virtue of the same
Warrant of Attorney confesses that there is due from said Defendants to said plain-
tiffs as is alleged in said plaintiffs petition the sum of 102^{66}_{100} It is there-
fore considered that said Plaintiffs do recover of said defendants the said
sum of 102^{66}_{100} so as aforesaid confessed to be due together with costs of
suit herein to be taxed and with interest to be computed at the rate of Eight

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Answer Farmers Ba
Plaintiff
Jesse Phillis

per centum per annum And by virtue of said warrant of attorney all errors are released and all right of Appeal and all right to file a petition in error are waived

Attest Jn. M. Winget Clerk

Pleas before His Honor Thomas Beer Presiding Judge of a court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 On October 14th A.D. 1878 the following Petition Answer and Entry was filed with the clerk of this Court which reads as the following words and figures to wit

3132 Petition

Farmers Bank of Union County Plaintiff vs. Jessie Williams and Winget Haverman Defendants

The State of Ohio Union County s.s. In the Court of Common Pleas. Petition Plaintiff says that it is an association of persons formed for the purpose of doing a general banking business that it is doing business in the State of Ohio and not incorporated and that there is due to it from said defendants on a promissory note made by the defendants to it dated the 5th day of September A.D. 1877 which note with the warrant of Attorney thereto annexed is hereto attached the sum of One Hundred Dollars with interest thereon at 8 per cent from the 5th day of April A.D. 1878 The Plaintiff further says that it is the legal owner and holder of said note that the same is due and unpaid Whereupon the plaintiffs asks judgement against said defendants for the sum of One Hundred Dollars with interest at 8 per cent from the 5th day of April A.D. 1878 Jno. M. Broderick Atty for Plff.

The State of Ohio Union County s.s. John M. Broderick the above named Plaintiff being duly sworn says that he believes the statement in the foregoing Petition to be true He further says that he is the attorney for the plaintiff that this action is founded upon a written instrument for the payment of money which instrument is now in his possession

Jno. M. Broderick

Subscribed by John M. Broderick in my presence and sworn to by him before me this 14th day of October A.D. 1878 W. M. Winget Clerk

Copy of Note

$100 00 Marysville Ohio Sept 5th 1877 Seven Months after date we as principal debtors we jointly and severally promise to pay to the Farmers Bank of Union County at their office in Marysville One Hundred 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 judgement against us or either of us in favor of the holder or holders of this Note for the amount of said note with eight per cent 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 5th day of Sept 1877 (Signed) Jesse his mark Williams (seal) Winget Haverman (Seal) C.M. Southard Witness

Answer

Farmers Bank of Union County Plaintiff vs. Jesse Williams and Winget Haverman Defts

And now come Jesse Williams and Winget Haverman the above named Defendant by the undersigned their Attorney and waive

the issuing and service of Process in this case and consent that judgement be entered herein in favor of the above named plaintiff the holder of the note described in plaintiffs petition and against the above named defendants for the sum of One Hundred and two Dollars and ten cents the amount appearing due for principal and interest on said note and also consent that judgment be entered in the same manner against defendants for costs of this action and all errors are hereby released and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgement in this case is hereby waived

October 11th 1875

Entry — Farmers Bank of Union County
Plaintiff
vs.
Jesse Williams and Henry H. Hardiman
Defendant

E. V. & E. Benton Atty's for Deft.

This day came the plaintiff by its Attorney and thereupon came E. V. Benton one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said defendants to said Plaintiffs as is alleged in said Plaintiffs petition the sum of $102.10. It is therefore considered that said plaintiff do recover of said defendants the said sum of $102.10 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum and by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived

Attest D. M. Drake Clerk

Pleas before the Hon. Thomas Pugh Presiding Judge of the Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1875 Heretofore to wit on the 4th day of April A.D. 1875 the following petition was filed with the Clerk of this Court which reads as the following words and figures to-wit

2855 Petition — Shannon Bailey
vs.
Simon Bennett
Margaret Bennett
Benjamin Bailey

Court of Common Pleas of Union County Petition

The said Shannon Bailey complainer of the said Simon Bennett, Margaret Bennett, and Benjamin Bailey Defendants for that the said Shannon Bailey did on or about the 29th day of September A.D. 1871 purchase of the said defendants their undivided interests in the estate of Edward Bailey deceased late of the County of Union and State of Ohio. Said undivided shares being the one ninth part of One Hundred acres of land situate in the County of Union and State of Ohio. as a Commenced and described as follows Being in the Virginia Military District In survey No. 9019 and 12188 and known and described as the old Homard Land bounded described by deed made by court to the said Edward Bailey Dec'd. in his life time and purchased of Joseph S. Watkins by the said Edward Bailey for which the defendants agreed to make and execute their quit-claim deeds to the plaintiff for the sum of Five Hundred Dollars to be paid as follows Fifty Dollars one year from date at 6% and two hundred dollars due in four years at six per cent to the said Margaret Bennett and a Five

Hundred and Fifty Dollars note due in four years from date at six per cent interest to Benjimmine Bailey for which the plaintiff gave his notes and mortgage on the above described lands to secure said note Said mortgage was filed and recorded prior to the execution of said deeds and the defendants were requested by the plaintiff at different times to execute said deeds according to contract but did not and utterly refused so to do The defendants for some cause unknown to the plaintiff would neither execute said deeds release the notes nor cancel said mortgage And on or about the 20th day of December A.D. 1871 the said lands was sold by partition at public sale by order of Court And the plaintiff being the highest bidder bought the same in good faith said sale was confirmed in the following February term of Court And the said plaintiff did comply with the terms of said sale by bringing into Court the several sums of money as the same fell due And the said defendants by themselves and agents have received their portion of said monies or dividend and have receipted for the same And the plaintiff further says that the defendants hold and retained said notes with the intention of collecting the same And the plaintiff further avers that the said Mortgage is a cloud on the title of said lands and the same is uncancelled And the plaintiff prays that the same be cancelled by order of Court And further that the said defendants be made parties hereto and on the final hearing of the same that a decree of said court be entered herein forever quieting the title of said lands as against said notes and mortgage in this petition Shannon Bailey Cameron & Boston Atty for Plff.

The State of Ohio Union County S.S. } Shannon Bailey being first duly sworn says the facts set forth and allegations made in the foregoing petition are as he believes true Shannon Bailey

Sworn to by the said Shannon Bailey and by him subscribed in my presence this 4th day of April A.D. 1878 W.H. Winget Clerk
By Taber Randall Dep.

Shannon Bailey

vs.

Simon Bennett.
Margaret Bennett.
and Benjamin Bennett.

Union County Court of Common Pleas
The said Shannon Bailey Plaintiff in the above cause being first duly sworn deposeth and sayeth that on the 4th day of April A.D. 1878 He filed in the said Court of Common Pleas a petition against the said Simon Bennett Margaret Bennett and Benjamin Bailey defendants praying that a certain mortgage be cancelled by orders of Court said Mortgage was executed by the plaintiff to the defendants to secure certain notes therein named And the same is uncancled And the said plaintiff further deposeth that the said defendants reside out of the State of Ohio and now live in the State of Illinoise And that the service of a summons cannot be made on the said defendants within the State and the said plaintiff wishes to obtain service on the said defendants by publication and further he sayeth not

Shannon Bailey.

Sworn to by the said Shannon Bailey and by him subscribed in my presence this 4th day of April A.D. 1878 W. M. Winget Clerk
By Peter Randall Dept.

A Summons to writ on the 4th day of December A.D. 1878 the following proof of publication was filed with the Clerk of this court which reads as the following in words and figures to wit

Notice Simon Bennett, Margarett Benton, and Benjamine Bailey in the County of Clark and State of Illinois are hereby notified that Shannon Bailey has filed his petition against them in the Court of Common Pleas of Union County Ohio alleging that on or about the 29th day of September A. D. 1871 the plaintiff purchased of the defendants their undivided interests in the estate of Edward Bailey deceased late of the County of Union and State of Ohio Said undivided share being the one-ninth part of one hundred acres of land situate in the County of Union and State of Ohio and bounded and described as follows Being in Virginia Military district in survey No 9910 and 12188 and known and described by deed made by court to said Edward Bailey deceased in his life time and formerly purchased of Joseph S. Watkins by the said Edward Bailey for which the defendants agreed to quit-claim by deed to the said plaintiff for the sum of Five Hundred Dollars ($500 00/100) to be paid in one two and four years from date for which the plaintiff gave his note and executed a mortgage on the above described lands to secure the same said mortgage was recorded prior to the execution of said deeds And the plaintiff further avers that the defendants failed to execute said deeds according to contract but holds said notes for the purpose of collecting the same and utterly refuses to cancell said mortgage And the plaintiff further says that said mortgage is a cloud on the title of said lands and prays that the same be canceled by the order of Court And you are required to answer this petition on or before the 18th day of May A. D. 1878 and show cause if there be any why said Mortgage should not be canceled

April 8th 1878 Cameron and Benton Attorneys for Plaintiff

The State of Ohio Union County ss. } C. M. Renton being duly sworn says that a copy of the annexed notice was published for four consecutive weeks in the Union County Journal a newspaper of general circulation in the County of Union the first publication beginning with April 8th 1878
C. M. Renton
Sworn to and subscribed before me this 4th day of December 1878
W. M. Winget Clerk.

Entries afterward to wit on the 14th day of October A. D. 1878 the following entry was made in the Journal of this court which as the following words and figures to wit

Shannon Bailey vs. Simon Bennett

This day came the said plaintiff and the said defendant Benjamine Baily in his own proper person before the Court and the said Benjamine Bailey confessed the facts and allegations stated in the plaintiffs petition to be true The said defendant Simon Bennett and Margarett Bennett still failing to answer or demur to the said petition this cause was submitted to the court upon the pleadings exhibits and testimony and was argued by counsel On consideration

3038 Petition

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whereof the Court do find that due notice of the filing and pendency of this petition has been given to said defendants according to law and for more than forty days prior to this term of Court The Court do further find that all the facts stated and allegations made in the said petition are true and that said plaintiff is entitled to the relief by him demanded It is therefore considered ordered and decreed by the Court that the said Mortgage be canceled by said defendant and released within five days from the date of this decree and that in default thereof that this decree operate to wholly cancel and release said mortgage and forever quiet and put at rest the title of said premises And that said defendant and all persons claiming through or under them or either of them be forever and perpetually enjoined from ever disturbing or interfering with the said plaintiff or any one claiming said premises through or under him And it is further ordered that said defendants Simon Bennett and Margaret Bennett pay the costs of this Proceeding taxed at $ Attest W. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1878 On the 21st day of August A.D. 1878 the following petition was filed with the clerk of this Court which reads as the following words and figures to wit

3038 Petition

W. J. Woods as administrator of Edward Norris dec'd Plaintiff vs. S. Carter, S. M. Blake and A. J. Blake as partners under the firm name of S. Carter & Co. and A. J. Blake individually Defendants

In the Probate Court of Union County Ohio

Court of Common Pleas Union County Ohio

The Plaintiff says That on or about the 2 day of June A.D. 1877 he was duly appointed and qualified and letters of administration were granted to him as administrator with the will annexed of the estate of Edward Norris late before deceased by the Probate Court of Union County Ohio Plaintiff says that this his action is founded upon a promissory note executed and delivered to said Edward Norris during his life time by S. Carter, S. M. Blake and A. J. Blake as partners in business under the firm name and style of S. Carter & Co and by the defendants A. J. Blake individually of which the following is a copy with the indorsements thereon to-wit

"$300." Twelve months after date for value received we jointly and severally promise to pay Edward Norris or order at their office Three Hundred Dollars with interest at the rate of 8 per cent per annum until paid interest to be computed every year with 5 per cent attorney fee if collected 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 appear for us or either of us in any of said Courts at any time after the above note becomes due and confess judgement thereon against us or either of us in favor of the payee or endorser hereof for the sum due in said note with all interest and costs of suit said judgement to draw the rate of interest specified in note after its condition until paid We do also hereby waive all right of appeal the stay

of execution the power and privilege to hold exempt from execution" any personal or real property belonging to us or either of us and release all errors that may occure in the rendition of said judgement and all right to sue out any writ of error and our said attorney is hereby authorized to enter such release on said judgement. Witness our hands and seals at Richwood the 6th day of January 1876 S. Carter & Co (Seal) A. J. Blake (Seal) Interest paid to January 6th 1877 Feb. 14th 1878 Back on within note $119 40/100 There are no other or further credits upon said note There is now due from the defendants to the plaintiff as administrator as aforesaid in said note the sum of Two Hundred and Thirteen and 76/100 Dollars which he claims with interest thereon at 8% from the 14th day of February A. D. 1878 and for which he asks judgement

A. J. Carpenter Atty for Plaintiff

The State of Ohio Union County S.S. } A. J. Carpenter being sworn says that he is the attorney of the above named plaintiff duly authorized in the premises This the plaintiffs action is founded upon a written instrument for the unconditional payment of money only which is now in possession of this affiant Affiant further says that the facts stated and allegation contained in the foregoing petition are true as affiant only believes

A. J. Carpenter

Sworn to by A. J. Carpenter before me and signed by him in my presence this 21st day of August A. D. 1878 W. M. Stinger Clerk

Praecipe — To Clerk Issue summons upon the petition in above case returnable according to law Indorse Amt. claimed $213 76/100 with int. @ 8% from Feb 14th 1878

A. J. C. Atty per Plff.

Afterward to wit on the 21st day of August A. D. 1878 the following summons was issued by the clerk to the Sheriff of Union County which reads as the following words and figures to wit

Summons — The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting We command you to notify S. Carter, S. M. Blake, and A. J. Blake as partners under the firm name of S. Carter and Co. and A. J. Blake individually that they have been sued by H. J. Woods as administrator of Edward Norris dec'd. in the Court of Commen Pleas of Union County and that unless they answer by the 21st day of September A. D. 1878 the petition of said H. J. Woods 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 2d day of September A. D. 1878. Witness my hand and the seal of said Court this 21st day of August A. D. 1878 (Seal) W. M. Stinger Clerk

Afterward to wit on the 29th day of August A. D. 1878 the above writ was by the Sheriff returned and filed endorsed as the following to-wit

Sheriffs Return — The State of Ohio Union County S.S. } Received this writ August 21st A. D. 1878 at 3 O. Clock P. M. And pursuant to its command served the same on the 28th day of August 1878 by delivering a certified copy thereof with the endorsements thereon to each of the within named S. Carter, S. M. Blake, and A. J. Blake Fees 3 50/100 J. J. Miller Sheriff.

Afterward to wit on the 23d day of September A. D. 1878 the following entry was made in the Journal of this Court which reads as the following words and figures to-wit.

Entry — H. J. Woods ad
Edward Norris
vs
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2318
Petition

Entry

W. J. Woods as administrator of Edward Norris - dec'd.

vs.

S. Carter, S. M. Blake and A. J. Blake as partners under the firm name of S. Carter & Co

And now comes the said W. J. Woods as administrator of Edward Norris deceased by A. T. Carpenter his attorney and the said S. Carter, S. M. Blake, and A. J. Blake having failed to demur or answer to the petition of the said W. J. Woods as adms. aforesaid it is considered that the said W. J. Woods as adms. aforesaid ought to recover the said sum of $213 76/100 so demanded in his petition together with the sum of $9 26/100 which the Court finds due as the interest thereon at 8% up to the first day of the present term of this Court as prayed for in said petition it is therefore considered that the said W. J. Woods as administrator aforesaid recover against the said S. Carter, S. M. Blake, and A. J. Blake the said sum of $223 02/100 with interest at 8% from the first day of the present term of this Court together with his costs in and about his suit in this behalf expended taxed to $

Attest W. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April 1878 Heretofore to wit on the 10th day of February A.D. 1877 the following petition was filed with the clerk of this court which reads as the following words and figures to-wit

2318 Petition

To the Court of Common Pleas within and for the County of Union and State of Ohio. Your petitioner Harriett Rice of the said County of Union Represents that she has a legal right to and is seized in fee simple of the one undivided twelfth part of the following real Estate to wit Situate in the County of Union and State of Ohio and in the Village of Unionville Being fractional part of In Lot No 48 in said village being forty two (42) feet in width East and west and twelve (12) Rods north and south on Main Street Also all of In Lot No 49 in said village. For more specific description referance is hereby made to the recorded plot of said Village Also the following Real Estate situate in same County and State Bounded and described as follows East of Survey No 5124 on Darby Creek Beginning at a stone upper corner on the Creek to a lot of one half acre of land conveyed by the heirs of Mayinda Sager dec'd. to Aaron Coolittle Thence S 15° W. 21 poles to a stone in the center of the Road leading from Unionville to Milford Thence with the center of said Road N. 75° W. 17⅔ poles to a stone Thence N 22° E. 12⅘ poles to a stone on the banks of said Creek Thence down the Creek with its meanderings thereof to the Beginning containing one acre and 122 poles And your petitioner further Reports that Moses P. Rice, Sarah E. Converse intermarried B. W. Converse who reside in Union County Ohio Hannah Hunt inter-married with Asa Hunt and Joseph Rice who resides in Champaign County Ohio and Daniel Rice who resides in the State of Illinois are tenants in common with said Harriet Rice in said premises Your petitioner desiring to hold her interest in severalty prays that all of said parties may be duly notified and that partition of said lands & tenements may be made or if the same cannot be done without manifest injury that then such proceedings may be had as may be authorized by law

J. E. Cameron Attorney for Petitioner

Afterward to wit on the 1st day of May A.D. 1877 the following proof of Publication was filed with the clerk of said Court which reads as the following words and figures to wit

Proof of Publication

Legal Notice } Moses P. Rice, Daniel Rice, Sarah E. Conrose and E. W. Conrose Hannah Hunt and Asa Hunt and Joseph Rice will take notice that a petition was filed against them on the 10th day of February 1877 in the Court of Common Pleas within and for the county of Union and State of Ohio by Harriett Rice and is now pending wherein said Harriett Rice demands partition of the following real estate to-wit Situate in the County of Union and State of Ohio East of Surry No 5124 on Darby creek beginning at a stone upper corner on the creek to a lot of one-half acre of land conveyed by the Heirs of Reminda Sager to Aaron Coddell thence South 15 West 2 poles to a stone in the center of the road leading from Unionville to Milford thence with center of said road S. 75 West 17 1/3 poles to a stone thence North 22 E. 12 and two fifth poles to a stone on the bank of said Creek thence down the creek with the meanderings thereof to the beginning Containing one acre and 132 poles Also all of in-lot No 47 in said Village of Unionville in said County Also the following fractional part of in Lot No 48 in said Village of Unionville to-wit Being 42 feet in width East and West and Extending North and South on Main Street And that at the term of said Court commencing April 30 1877 the said Harriett Rice will apply for an order that partition may be made of said premises

February 14th 1877 J. L. Cameron Atty for Petitioner

The State of Ohio Union County S.S. } J. A. Shearer being duly sworn says that a copy of the annexed notice was published for six weeks in the Marysville Tribune a newspaper of general circulation in the County of Union the first publication beginning with February 14th 1877

J. A. Shearer

Sworn to and subscribed before me this 1st day of May 1877 W. M. Winget Clerk

Afterward to wit on the 30th day of April A.D. 1877 the following Entry was made in the journal of said Court which reads as the following to-wit

Entry

Harriet Rice } And now came the said Harriett Rice by J. L. Cameron
v.s. } her Attorney and thereupon this cause came on to be heard
Moses P. Rice } upon the petition exhibits and testimony and was argued
and others } by counsel and submitted On Consideration whereof the court being fully advised in the premises do find that due notice of the filing and pendency of this action has been given for more than forty days prior to the first day of this term of Court and the Court do further find that the said Harriett Rice has a legal right to and is seized in fee simple of the one twelfth (1/12) part of the said premises and the Court do further find that the said Moses P. Rice, Sarah E. Conrose, Hannah Hunt, Joseph Rice, and Daniel Rice, are tenants in common in said premises with the petition in the following proportions viz. the said Sarah E. Conrose Hannah Hunt Joseph Rice are each seized in fee of one twelfth part thereof and the said Moses P. Rice and Daniel Rice are each seized in fee of the one third 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 Adam Brown, Michael Sager and John Riley partition or

Proof of Publication

made of said proportion ... rose to part ... Rice to part ... Daniel Rice ... ceedings ...

Afterward ... tion was ... which reads ...

The State of ... To the commo... aid Sager, ... described pr... wit In the ... No 48 in ... and bound... No 47 in ... made to the ... situate in ... Part of Lot ... corner on ... of Main ... a stone on ... Thence with ... Thence ... down the ... ing one ac... following ... Sarah E. ... to Part ... of an order ... the said ... the said ... are respon... tinctly cal... my name ... in Marysv...

Afterward ... the sheriff ... said com... As comma... same by ... causing ... Commissi... day of Ma...

Harriett ... vs. ... Moses P. Rice

Return of Sheriff

Commis Report

made of said lands and tenements in the petition described in the following proportion to wit to the said petitioner ½ part thereof to said Sarah E. Converse ½ part thereof to the said Hannah Hunt ½ part thereof to the said Joseph Rice ⅓ part thereof and to said Moses P. Rice one third part thereof and to said Daniel Rice one third part thereof and that the said Sheriff return his proceedings in the premises forthwith

Afterward to wit on the 1st day of May A.D. 1877 the following writ of partition was issued to the Sheriff of this County by the clerk of said court and which reads as the following words and figures to wit

Writ of Petition

The State of Ohio Union County S.S. } To the Sheriff of said County Greeting

We command you that without delay by the oaths of Adam Brown, Michael Sager, and John Riley you cause partition to be made of the following described premises situate in the County of Union and State aforesaid to wit In the village village of Unionville Being Fractional part of Sm Lot No 48 in said village being forty two (42) feet in width east and west and twelve rods (12) north and south on Main Street Also all of Sm Lot No 47 in said village for more specific description reference is hereby made to the recorded plat of said village Also the following real estate situate in said County and State Bounded and described as follows Part of Survey No 5124 on Darby Creek Beginning at a stone upper corner on the creek to a lot of one-half acre of land conveyed by the heirs of Marinda Sager dec'd to Aaron Doolittle Thence S 15 W. 21 poles to a stone in the center of the road leading from Unionville to Milford Thence with the center of said road N. 70 W. 17⅓ poles to a stone Thence N 22 E. 12⅓ Poles to a stone on the Bank of said Creek Thence down the Creek with the meanderings thereof to the Beginning containing one acre and 122 poles Among the persons named herein and in the following proportions to-wit To Harriett Rice one twelfth (1/12) Part To Sarah E. Converse ½ Part To Hannah Hunt ½ Part To Joseph Rice ⅓ Part To Moses P. Rice ⅓ Part To Daniel Rice ⅓ 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 Harriett Rice petitioner and the said Moses P. Rice and 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 said Court of Common Pleas at the Court House in Marysville this 1st day of May A.D. 1877 (Seal) W. M. Monger Clerk

Afterward to wit on the 3d day of May A.D. 1877 the above writ was by the sheriff returned and filed endorsed together with the report of said commissioners to the clerk of this court which reads as follows to-wit

Return of Sheriff

As commanded by the foregoing Writ of Partition I have executed the same by the oaths of Adam Brown, Michael Sager, and John Riley causing said partition to be made as will appear by the report of the Commissioners herewith returned Given under my hand this 3d day of May A.D. 1877 Sheriff Fees $2.00 Com Fees $3.00 J. J. Miller Sheriff.

Comm's Report

Harriett Rice
against
Moses P. Rice et al

County Court of Common Pleas.

According to the command of the writ of Partition in this case issued and on the call of the Sheriff of said County we the undersigned commis-

sioners 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 at Four Hundred Dollars ($400.00) as follows One and 1/100 Acres of land at one Hundred and Twenty Five Dollars ($125.00) Lot 47 at One Hundred and Ninety Dollars $190.00 and part of Lot 48 at Eighty five $85.00 Dollars making the whole amount Four Hundred $400.00 Dollars. Given under our Hands this 2d day of May A.D. 1877.

Adam Brown Jr, Michael Sayer, John Wiley } Commissioners

Afterward to wit on the 5th day of May A.D. 1877 the following entry was made in the journal of said Court which reads as the following word and figures to-wit

Entry Harriett Rice
v.s.
Moses P. Rice et.als.

On motion to the Court by J.D. Cameron Counsel for said petitioner and upon producing the return of the Sheriff and the report of said commissioners heretofore appointed and the same having been examined by the court here and found in all respects correct and in conformity to law it is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed and thereupon came the said Moses P. Rice and elected to take the said premises at the said valuation and it appearing to the Court that the said Moses P. Rice has brought the money into court here to await the further orders as to the application of the proceeds of said premises by the administrator to payment of debts or to be paid to the other parties as the said court may direct and subject to the order of the court in this behalf hereinafter to be made and their being no objection thereto It is ordered that the said premises be adjudged to the said Moses P. Rice and the Sheriff is ordered to execute a deed in fee simple to the said Moses P. Rice for the premises aforesaid and it is further ordered that the costs of this action including a counsel fee to the said J.D. Cameron of $20.00 be paid by the said parties in proportion to their respective shares in said estate and on default that execution issue therefor

Afterward to wit on the 9th day of May A.D. 1877 the following Answer and Cross Petition of said M.P. Rice was filed with the clerk of this court which reads as the following to-wit

Answer & Cross Pet. Harriett Rice
v.s.
M.P. Rice

Court of Common Pleas Union County Ohio

And now comes the defendant M.P. Rice and for answer to the petition of Plaintiff by way of cross petition says on or about the 11th day of January 1877 this defendant was duly appointed and qualified and letters of administration was granted to him as administrator of the Estate Harriett Rice deceased by the Probate Court of Union County Ohio As such administrator he has taken charge of the personal property and effects of said decedent and that will not be realized in money from said property and effects more than Four Hundred Dollars ($400.00) the liabilities of said estate so far as this defendant can find out will amount including costs in probate Court attorneys fees &c. to the sum of Eight Hundred Dollars ($800.00) This defendant therefore asks that the sum of Four Hundred Dollars be allowed out of the sale of the real estate in this case for the purpose of paying debts of the said estate and for all proper relief

Robinson & Piper
Attorneys for the Defendant

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Entry Harriett Rice
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M.P. Rice et.al.

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Supplemental Answer Harriett Rice
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State of Ohio Union County S.S. } Moses P. Rice being duly sworn says the facts stated and allegations in his foregoing answer are true as he verily believes M. P. Rice

Sworn to before me by Moses P. Rice and by him subscribed in my presence this 9th day of May A.D. 1878 W. W. Winget Clerk.

Afterward to wit on the 19th day of May A.D. 1877 the following entry was made in the Journal of said Court which reads as the following to wit

Entry Harriet Rice v.s. M. P. Rice et.al. } On motion M. P. Rice as administrator of the estate of Harriet Rice dec'd is made defendant and thereupon he filed his answer showing that at least the sum of Four Hundred dollars will be needed out of the proceeds of the said lot to pay the debts of said decedent in addition to the personal estate It is therefore ordered and adjudged by the court that said sum of $400 00 be deducted from said purchase money and paid to said administrator for the payment of debts and he be required to account therefor as such administrator and the balance of said purchase money after payment of said costs as herein before ordered be paid to the several heirs of said Harriett Rice in the proportions declared in said order of partition

Afterward to wit on the 19th day of May A.D. 1877 the following entry was made in the Journal of this Court which reads as follows to wit

Entry Harriett Rice v.s. M. P. Rice et.al. } As to the distribution of the money arising from the lands in this case described excepting the costs which have been herein before ordered to be paid this cause is by agreement of parties continued to the next Term

Afterward to wit on the 14th day of September A.D. 1878 the following supplimental Answer was filed with the Clerk of this Court which reads as the following words and figures to-wit.

Supplmt. Answer Harriett Rice v.s. M.P. Rice et als. } Court of Common Pleas Union County Ohio The said M. P. Rice says that he was at the time of said filing of said petition the administrator of the Estate of Harriett Rice dec'd that he has since filed his account with the Probate Court of this County and said Court has after due notice adjudicated said account and after giving allowing said Admr. to retain said Four Hundred Dollars to apply on said debts of said estate there is still lacking the sum of Twenty Four and 25 100 dollars to pay the debts of the same besides said $400 00 Therefore the said defendant asks that said Four Hundred Dollars be ordered paid to him as such administrator to apply on the said estate debts Robinson & Piper Atty's for M.P. Rice

The State of Ohio Union County S.S. } J. St. Robinson being duly sworn deposes and says the allegations of the foregoing answer are true as he believes J. St. Robinson

Sworn to before me and signed in my presence this 14th September 1878 W. W. Winget Clerk

Afterward to wit on the 12th day of October A.D. 1878 the following entry was made in the Journal of this court which reads as the following words and figures to wit

Entry

Harriett Rice
vs.
M.P. Rice et al.

This day came the parties and submitted this cause to the court upon the motion to confirm the sale in this cause and to distribute the proceeds thereof Thereupon the Court being fully advised in the premises do confirm said sale and order the Sheriff to execute to said purchaser a deed in fee simple said premises and it appearing by the certificate of the Probate Court that it will take all of said proceeds of said sale to pay the debts of said estate It is considered ordered and adjudged by the Court that the proceeds of the said sale after paying the costs including an attorney fee of four dollars to J.L. Cameron in addition to the usual fee herein made be paid over to the administratoe of Harriett Rice dec'd to be accounted for as such administrator as he shall account for the personal estate of said decedent under the order of said Probate Court of Union County Ohio

Attest W.H.H. Stringer Clerk

Plea before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County Union and State of Ohio on the 29th day of April A.D. 1878

Heretofore to wit on the 10th day of April A.D. 1878 the following petition was filed with the clerk of this Court which reads as the following words and figures to-wit

2869 Petition

Anna E. Eerb
Plff. vs.
Leonard Yeer
Defts.

Court of Common Pleas Union County Ohio

The plaintiff says I Cause of action 1st For first cause of action is founded upon a promissory note of which the following is a true copy. "$75" Millford Center Aug" "6th 1877 Four months after date I. promise to pay Anna "E. Eerb or order The sum of Seventy Five Dollars at Millford Center Union" "Co O. value received with interest at per cent due Dec 9th 1877 Leonard Yeer" 2d There are no credits thereon. 3d There is due from the defendant to the plaintiff on said note the sum of Seventy Five Dollars which she claims with interest from the 9th day of December A.D. 1877 II Cause of action. The plaintiff says 1st For second cause of action is founded upon an account of which the following is a true copy. Mr Leonard Yeer. To Anna E. Eerb Dr. September 15 1877 To painting and repairing a buggy $25 00 2d There are no credits to or upon said account 3d There is due the plaintiff on said account from the defendant the sum of Twenty five Dollars with interest which she claims from the 15th of September A.D. 1877 4th The plaintiff asks Judgement for the sum of One Hundred Dollars with interest on Seventy Five Dollars thereof from the 9th day of December 1877 and with interest on Twenty Five Dollars thereof from the 15th day of September 1877

R.L. Woodward Attorney for Plaintiff

The State of Ohio Union County ss Anna E. Eerb being sworn says that she believes the facts stated and allegations in her foregoing petition to be true as she verily believes

Anna E. Eerb

Sworn to before me and signed in my presence this 15th day of May A.D. 1878

A.H. Beightler Notary Public Seal

Precipe

Clerk issue summons upon the petition in the above case returnable according to law

Amount claimed $100 00 with interest on $75 00 thereof from Dec 9. 1877 and with interest on $25 00 thereof from Sept 15 1877

R.L. Woodburn Atty for Plffs.

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afterward to wit on the 10th day of April A.D. 1878 the following summons was issued by the clerk of this Court to the Sheriff of Union County which reads as the following words and figures to-wit

Summons — The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting We command you to notify Leonard Geer that he has been sued by Ann E. Erb in the Court of Common Pleas of Union County and that unless he answer by the 11th day of May A.D. 1878 the petition of said Ann E. Erb 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 22d day of April A.D. 1878 Witness my hand and the seal of said Court this 10th day of April A.D. 1878

Seal — W. H. Winget Clerk

afterward to wit on the 19th day of April A.D. 1878 the aforewrit was by the Sheriff returned and filed endorsed as follows to-wit

Return of Sheriff — The State of Ohio Union County S.S. } Received this writ April 11th A.D. 1878 and pursuant to its command served the same April 18th 1878 by leaving at the usual place of residence of the within named Leonard Geer a certified copy of this writ with the endorsements thereon $1.60 — J. Miller Sheriff.

afterward to wit on the 13th day of May A.D. 1878 the following entry was made in the Journal of said court which reads as the following words to wit

Entry — Ann E. Erb vs. Leonard Geer — On motion the court this day gave the plaintiff leave to amend verification to her petition and file same instanter and the defendant leave to answer in thirty days from the sitting of this court and cause continued

afterward to wit on the 13th day of September A.D. 1878 the following entry was made in the Journal of this court which reads as the following words to wit

Entry — Ann E. Erb vs. Leonard Geer — Now came the Plaintiff herein and the defendant being in default for answer and demurrer the court find that the defendant is indebted to plaintiff in the sum of One Hundred and Four and 85/100 Dollars It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of One Hundred and Four Dollars and his costs herein expended taxed at $

Attest W. H. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1878 afterward to wit on the 22d of August A.D. 1878 the following petition was filed with the clerk of this Court and reads as the following words and figures to-wit

3045 Petition — L. C. Conrad and George Shepper doing business under the firm name of Conrad and Shepper Plaintiff vs. J. C. McElroy and D. D. McElroy defts

Court of Common Pleas Union County Ohio

The Plaintiff say 1st That they are partners doing business under the firm name and style of Conrad and Shepper 2d That this is an action founded upon a promissory note of which the following is a true copy with the credits thereon

"$115.00 Marysville Ohio July 15th 1876 Eighteen"
"Months after date we promise to pay to the order"
"of Conrad and Shepper or bearer One Hundred and"

"Fifteen Dollars at 8 per cent from date value received"

"J. C. Mc. Elroy G. F. Mc. Elroy"

"The following credits appear on said Note "Interest paid on within note to" "May 25th 1878 $17.19 Received on principal May 25th 1878 $15.00" There is due from the defendants to the plaintiffs on said note the sum of One Hundred and two and 75/100 Dollars with interest on One hundred dollars from the 9th day of September A.D. 1878 and for which they ask judgement

A.H. Beightler & Co Attorneys

State of Ohio Union County s.s. 3 A.H. Beightler being duly sworn says that he is the attorney of the above named Plaintiffs that the above pleading is founded upon a written instrument for the payment of money only and which is now in his possession and that the facts stated and allegations in the foregoing petition are true as he verily believes A.H. Beightler

Sworn to and subscribed in my presence this 22d day of August A.D. 1878

W. M. Monget Clerk

Precipe — Clerk Issue summons upon the above Petition returnable according to law Amt. Claimed $102 75/100 and Interest A.H.B.

Afterward to wit on the 24th day of August A.D. 1878 the following summons was by the clerk of this Court issued to the Sheriff of Union County which reads as the following words to wit.

Summons — The State of Ohio Union County s.s. 3 To the Sheriff of the County of Union Greeting You Command you to notify J. C. Mc. Elroy and G. F. Mc. Elroy that they have been sued by Conrad and Shipper in the Court of Common Pleas of Union County and that unless they answer by the 21st day of September A.D. 1878 the petition of said Conrad and Shipper 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 24th day of September A.D. 1878. Witness my hand and the seal of said Court this 24th day of August A.D. 1878 (Seal) W. M. Monget Clerk

Afterward to wit on the 29th day of August A.D. 1878 the above writ was by the sheriff returned and filed endorsed as the following words to wit

Sheriff Return — The State of Ohio Union County s.s. 3 Received this writ August 24th A.D. 1878 at 5 o'Clock P.M. and pursuant to its command served the same August 26th 1878 by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of each of the within named J. C. Mc. Elroy and G. F. Mc. Elroy Fees $2 3/4

J. J. Miller Sheriff.

Afterward to wit on the 23d day of September A.D. 1878 the following entry was made in the Journal of this Court which reads as the following words to wit

Entry — C. C. Conrad and Geo Shipper vs J. C. Mc. Elroy G. F. Mc. Elroy

Court of Common Pleas Union County Ohio

This day came the Plaintiffs by their Attorney and the defendants being in default for answer or demurrer this case was submitted to the Court by the Plaintiffs On consideration whereof the Court finds that the allegations of the petition are true and that there was due the plaintiffs from the defendants on the 9th day of Sept A.D. 1878 the sum of ($102 75/100) One Hundred and two and 75/100 dollars as alleged in the said Petition It is therefore considered ordered and adjudged by the Court that the said Plaintiffs recover of said defendants J. C. Mc. Elroy and G. F. Mc. Elroy the said sum of One Hundred and Two and 75/100 dollars.

3058 Petition — Plaintiff vs. Charles Scott Norton Scott

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with interest on $100 from the 9th day of Sept. A.D. 1878 at 8% and also their costs herein expended taxed at $ Attest W. M. Winget Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 29th day of April A.D. 1878 afterward to wit on the 24th day of August A.D. 1878 the following petition was filed with the Clerk of this Court which reads as the following words and figures to wit

3058 Petition — Margaret Losh Plaintiff vs. Charles Scott and Norton Scott Defts } Court of Common Pleas Union County Ohio } The plaintiff says 1st This his action is founded upon a promissory note the same being hereon indorsed sole and seperate property of which the following is a true copy "Marysville July 20th 1877 On the first day of April Eighteen Hundred and 78 I. for value received promise to pay to the order of E.R. Southwick One Hundred and Six" "dollars with interest at eight per cent per annum"

"Charles Scott, Norton Scott,"

2d There are no credits thereon 3d The plaintiff says that she paid a good and valid consideration for said note and that she is the legal owner of the same the name of E.R. Southwick being endorsed on said note 4th There is due from the defendants to the plaintiff on said note the sum of One Hundred and six Dollars which he claims with interest from the 20th day of July 1877 at eight per cent and for which he asks judgement

R. L. Woodburn atty for Plaintiff

The State of Ohio Union County ss } R. L. Woodburn being sworn says that he is the attorney of the above named plaintiff and duly authorized in the premises that the above pleading of Margaret Losh 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 pleading of Margaret Losh are as affiant believes true R. L. Woodburn

Sworn to before me and signed in my presence this 24th day of August A.D. 1878 W. M. Winget Clerk

Praecipe — Clerk Issue summons upon the petition in the above case returnable according to law Amount claimed $106 with interest at 8 per cent from July 20th 1877 R. L. Woodburn

Afterward to wit on the 24th day of August A.D. 1878 the following summons was issued by the clerk of this court to the Sheriff of Union County which reads as the following words and figures to wit

Summons — The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting We command you to notify Charles Scott and Norton Scott that they have been sued by Margaret Losch in the Court of Common Pleas of Union County and that unless they answer by the 21st day of September A.D. 1878 the petition of said Margaret Losh 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 2d day of

September A.D. 1878 Witness my hand and the seal of said Court this
24th day of August A.D. 1878 (Seal) W. H. Stonjett Clerk

Afterward to wit on the 30th day of August A.D. 1878 the above writ
was by the Sheriff returned and filed endorsed as follows to-wit

Sheriffs Return

The State of Ohio Union County s.s. Received this writ August 24th
A.D. 1878 at 3 O'Clock P.M. And pursuant to its command served the
same August 28th 1878 by delivering a certified copy thereof with the
endorsements thereon to each of the within named Charles Scott and
Norton Scott Fees $1.90 J. J. Miller Sheriff

Afterward to wit on the 23d of September A.D. 1878 The following entry
was made in the Journal of this Court which reads as the following
words and figures to-wit

Entry

Margaret Lush
vs.
Charles Scott et al
Norton Scott.

Now come the plaintiff herein and the defendant
being in default for answer and demurrer the Court
find that the defendant are indebted to him in
the sum of $115.00 It is therefore considered by the Court
that the said plaintiff recover from the said defen-
dant the said sum of One Hundred and fifteen and 00/100 Dollars and his
costs herein expended taxed at $ Attest W. H. Stonjett Clerk

Pleas before his Honor Thomas Beer Presiding Judge of a Court of Common
Pleas begun and held at the Court House in the town of Marysville in
and for the County of Union and State of Ohio on the 29th day of April
1878. Afterward to wit on the 30th day of August A.D. 1878 the following
Petition was filed with the Clerk of this court which reads as the follow-
ing words and figures to wit.

3069 Petition

Isaac N. Paris Administrator
of the estate of Robert Paris
deceased
vs.
Jason O. Morse S. M. Morse and
E. F. Morse
Defendants

Court of Common Pleas Union County
Ohio. The said Isaac N. Paris Plaintiff as administrator of the said Robert
Paris deceased says that the said defendants on the 17th day of February A.D. 1877
made their certain promissory note
in writing of that date and then and there delivered the same to the
said plaintiff and thereby promised to pay to the said plaintiff or
order in nine months from the date thereof the sum of $104.00 of which
the following is a copy "$104.00 February 17th 1877 Nine months"
after date we promise to pay to the order of Isaac N. Paris administra-
tor of the Estate of Robert Paris deceased One Hundred and Four Dol-
lars at Eight per cent after due value received due Nov 17th 1877"
(Signed) Jason O. Morse, S. M. Morse, E. F. Morse." Which period
has since elapsed yet the said defendants nor either of them have
paid said sum of money nor any part thereof to the said plaintiff
although often requested so to do 2d. Cause of action. Plaintiff fur-
ther says the said defendants are indebted to the estate of the said
Robert Paris in the following account as follows to wit. May. 18th 1878
Jason O. Morse Dr. To Paris Estate. To Seed Corn 8 3/4 Bushels at
50 cts. per Bush $7.00 And the Plaintiff further says said account
is guaranteed and assured by all of said defendants and that the
same is due and remains unpaid. Plaintiff therefor prays judgement

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against the said defendants for the said sum of $104.00 on said note with interest thereon from the 17th day of November A.D. 1877 at the rate of eight per cent also the further judgement of $7.00 dollars on said account with interest thereon from the 18th day of May A.D. 1877 at the rate of six per cent

King & Kennedy attys for Plaintiff

The State of Ohio Union County S.S. } Isaac N. Paris being first duly sworn says the facts set forth and allegations made in the foregoing petition are as he believes true Isaac N. Paris Administrator of Robert Paris deceased

Sworn to by the said Isaac N. Paris and by him subscribed in my presence this 30th day of August A.D. 1878 H. M. Wright Clerk

Praecipi — To the Clerk - Issue summons for the within named Jason D. Mosse, S. M. Mosse and G. F. Mosse directed to the sheriff of Union County returnable according to law Amount on Note $104.00 with interest from Nov. 17 1877 at 8 per cent Amount on account $7.00 and interest from May 18th 1877 at six per cent King and Kennedy Attorneys for Plaintiff.

Afterward to wit on the 30th day of August A.D. 1878 the following summons was issued by the clerk of this court to the Sheriff of Union Count which reads as the following words and fegures to wit

Summons — The State of Ohio Union County S.S. } To the Sheriff of the County of Union Greeting We command you to notify Jason D. Mosse, S. M. Mosse and Geo. F. Mosse that they have been sued by I. N. Paris Admr. of the estate of Robt Paris in the Court of Common Pleas of Union County and that unless they answer by the 28th day of September A.D. 1878 the petition of said I. N. Paris 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 9th day of September A.D. 1878. Witness my hand and the seal of said Court this 30th day of August A.D. 1878 (Seal) H. M. Wright Clerk

Sheriff Returned — Afterward to wit on the 4th day of September A.D. 1878 the above writ was by the Sheriff returned and filed endorsed as follows to-wit

The State of Ohio Union County S.S. } Received this Writ August 30th A.D. 1878 at 4 O.Clock P. M. And pursuant to its command served the same September 3d 1878 by leaving a certified copy thereof with the endorsements thereon for each of the within named Jason D. Mosse, S. M. Mosse and George F. Mosse, at their respective places of residence Fees $1.50 J. A. Miller Sheriff

Entry — Afterward to wit on the 30th day of September A.D. 1878 the following entry was made in the Journal of this Court which reads as the following words to-wit

Isaac N. Paris
vs.
Jason D. Mosse
S. M. Mosse and
G. F. Mosse

This day this case came on to be heard upon the petition and exhibits and the defendants being in default for answer or demurer and the court being fully advised in the premises find a judgement in favor of the plaintiff in the sum of $117.90 It is therefore considered ordered and adjudged that the plaintiff as administrator of the Estate of Robert Paris deceased recover of the said Jason D. Mosse, S. M. Mosse, and G. F. Mosse said sum of $117.90 debt and costs herein taxed at $

Attest H. M. Wright Clerk.

Pleas before his Honor John Lo. Porter Presiding Judge at a court of Common Pleas begun and held at the court House in the Town Marysville within and for the County of Union and State of Ohio on the 9th day of September A.D. 1878. Heretofore to-wit-on the 12th day of July A.D. 1878 a Petition was filed with the Clerk of said court which reads as follows. To-wit;

Harriett E. Green }
vs }
2962 William Green }

To the Court of Common Pleas within and for the County of Union and State of Ohio; Your Petitioner Harriett E. Green of said County of Union represents that she has been a resident of the State of Ohio for the year last past and is at present a bona-fide resident of said County of Union.

Your Petitioner further represents that on the 29th day of April A.D 1876 in the county of Union and State of Ohio She was Married to one William Green (whom She prays may be made a party defendant-to this petition.) and that She has ever since conducted herself towards the said William Green as a faithful and obedient-Wife. Your petitioner further says that the said William Green regardless of his Marital duties towards your Petitioner did on the - day of January 1877 at No 144 South 4th Street in the City of Columbus in the County of Franklin and State of Ohio Commit adultery with one Mollie Brown and that said William Green both prior to and subsequent to said date has committed adultery at various times and places with persons unknown to your petitioner - That since said William Green became estranged from your petitioner To-Wit; since the 1st day of January A.D. 1877 he has not lived with your petitioner but abandoned her and removed to the City of Columbus Ohio Where he now resides.

Your Petitioner therefore prays that the said William Green may be notified of the filing of this Petition according to law; that he may be required to answer the same, and that on the final hearing of this case She may be divorced from the said William Green and restored to her maiden name of Harriett E. Stewart and for such other and further relief as the nature of her case and Equity may require-

Harriet E. Green
By A. J. Carpenter her atty

Praecipe Jo. Clerk. Issue Summons upon above Petition returnable according to law- Address Same to Sheriff of Franklin County & direct him also to serve defendant with copy of this Petition & make his return accordingly

A. J. Carpenter

Afterward to-Wit, on the 12th day of July 1878 a Summons was issued by the Clerk of said Court which reads as follows viz

Summons The State of Ohio Union County SS To the Sheriff of Franklin County Greeting
We command you to Notify William Green that he has been sued by Harriet E. Green in the Court of Common pleas of Union County, and that-unless he answer by the 10th day of August-1878 the petition of the said Harriett E. Green 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 22d day of July A.D 1878- Witness My hand and the Seal of said Court, this 12th day of July A.D. 1878

Seal

N. M. Wright- Clerk

Sheriff Returns

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Entry
No 2962

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No 2134
Petition

Finley D. Dav
vs
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Sheriff Return

August-13th 1878 said Summons was returned & filed endorsed as follows.
Received this writ-July 13th 1878 and pursuant to its command on the 13th day of July 1878 I served the within named defendant William Green by delivering to him personally a certified copy of this writ-with the endorsements thereon and at the same time I served the within named defendant William Green by delivering to him a certified copy of Plaintiffs Petition in Divorce Fees $2.00

Josiah Reinear Sheriff

Afterward to-wit-on the 30th day of September AD 1878 the following entry was made on the Journal of said Court Which reads as follows. viz

Entry No 2962

Harriet E. Green
vs
William Green

And now comes the said Harriet E. Green by A. J. Carpenter her attorney, and thereupon this cause came on for hearing upon the petition and testimony and was argued by counsel. On consideration Whereof the court do find that the said defendant has been guilty of adultery as alleged in Plaintiffs petition; It is therefore adjudged and decreed that the Marriage relation heretofore existing between the said parties be and the same is hereby Set aside and Wholly annulled and ~~that~~ 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 Harriett E. Stewart.

~~Attest~~. W. M Winget Clerk

Pleas before his honor John L. Porter Presiding Judge at a court of Common Pleas begun and held at the Court House in the Town of Marysville within & for the county of Union and State of Ohio on the 9th day of September A.D. 1878. Heretofore to-wit on the 16th day of April A.D. 1877. a petition was filed with the Clerk of said Court which reads as follows. To-wit;

No 2134 Petition

Finley D. Davis. Plaintiff
vs
Elijah Lister. Harriet M. Lister and Bbanarges Green Defendants

Court of Common Pleas Union County, Ohio.

The plaintiff Finley D. Davis says that his cause of action is founded upon an account-for money paid for the defendant Elijah Lister of which the following is a copy. Elijah Lister To Finley D. Davis Dr
To Money paid the peoples Bank doing business in Marysville Ohio in the sum of five hundred Eighty one & 3/100 Dollars. Said said indebtedness occurred by reason of the said Finley D. Davis becoming surety for the said Elijah Lister on a promissory Note payable to the said Peoples Bank Dated December the first-1876. for the sum of $ 567.16 on which note the said Peoples Bank obtained judgment against the said Elijah Lister and Finley D Davis on the 5th day of March 1877 for the sum of Five Hundred and sixty Eight-& 6/100 Dollars in the Court of Common Pleas of Union County-Ohio; that subsequently an Execution was issued from the clerks office of said Court upon said judgment and the Sheriff of Union County having said writ-in his possession failed to find any goods or chattles Lands or tenements of the said Elijah Lister which is shown by said Sheriffs return upon said writ and thereupon Levied upon the property of said plaintiff and thereby he was compelled to pay said sum of $ 583.1-

Plaintiff further says that the said Elijah Lister has no property real or personal subject to execution at Law but is the owner of an Equitable interest in certain promissory notes which ought of right to be subjected to the payment of said judgment which are as follows; That the defendant Boanarges Green on or about the 10th day of January 1877 made. Executed and delivered a Mortgage to the other defendant Harriet M. Lister on fifty one and one half acres in Servery No 13952 in Union County Ohio whereby the said Boanarges Green promised to pay to the said Harriet M Lister the following sums at the times following to-wit; The sum of Two hundred & Twenty nine dollars ($22900) on the first day of August 1878; Five hundred Dollars on the first day of August 1879; Five Hundred Dollars on the first day of August 1880. Five Hundred dollars on the first day of August 1881. and Five Hundred Dollars on the first day of August 1882 with interest on Each note after August 1st 1877. That the said promissory Notes were given by the said Boanarges Green as deferred payments of purchase money for the land named in said Mortgage and were so given to the said Harriet M. Lister with fraudulent intent and for the purpose of hindering and delaying his creditors in the collection of their just claims. He further says that the said Harriet M. Lister the wife of the said Elijah Lister paid as part of the consideration money for said premises and was entitled to nothing therein except her dower. That the defendants Elijah Lister and Harriet M Lister refuse to appply said note in payment of said indebtedness to the Plaintiff and threaten to sell and dispose of the same in fraud of the plaintiffs rights. That if they so sell and dispose of said promissory notes during this litigation. That action would produce great and irreparable injury to the plaintiff and would render a judgment which might be obtained in this proceeding ineffectual unless the said defendants Elijah Lister and Harriet M Lister be restrained from selling and disposing of said promissory notes.

The plaintiff says that there is due to him on said account from the Defendant the sum of Five hundred Eighty one & 31/100 ($581,31) Dollars which he claims with interest from the 16th day of April 1877. Plaintiff therefore asks that an order may be issued by the Court restraining the said Elijah Lister and Harriet M. Lister his wife from selling or disposing of the said promissory notes hereinbefore Mentioned and that upon final hearing judgment may be entered in his favor for said Sum of Five Hundred Eighty one & 31/100 ($581.31) Dollars and that a Receiver may be appointed to take charge of said promissory notes or sufficient thereof to pay the plaintiffs claim and costs and such other & further relief &c. M. C. Lawrence and Leo O. Hamilton attys for Plaintiff

State of Ohio Union County O. Personally appeared before me Finley D Davis who being by me first duly sworn deposes and says that the facts stated and allegations contained in the foregoing petition are true.

F-D-Davis

Sworn to before me by Finley D. Davis and by him subscribed in my presence this 16th day of April 1877 W. M. Winget- Clerk-

Injunction allowed as prayed for in the petition on the plaintiff giving bond in the sum of Two Hundred Dollars with sureties to the Satisfaction of the Clerk of the Court of Common Pleas of Union County Ohio April 16th 1877. John B. Coats- Probate Judge

Fees of Probate Judge $2.00 Paid by Plaintiff

Praecipe

Finley D. Davis
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vs
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Boanarges Green

Bond

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Sheriffs Return

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Answer of Elijah & Wm Lister

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Praecipe

Finley D. Davis Plff vs Elijah Lister & Wife Defts Union Common Pleas.
Mr Clerk - You will issue Summons for the Defendants returnable according to law- ~~cover~~ Endorse " Plaintiff asks judgment- for $681.31 with interest- from April 16th 1877 Equitable relief- Injunction allowed-
Marysville O. April 15th 1877- M. C. Lawrence and Geo. T. Hamilton attys for Plff

Afterward on the fifteenth day of April 1877. A Bond was filed with the Clerk of said Court which reads as follows. To-wit-

Bond

Finley D Davis, Plaintiff
vs
Elijah Lister, Harriet M Lister & Boanarges Green Defendants
} Union County Common Pleas.

We bind ourselves to the Defendants Elijah Lister, Harriet M Lister and Boanarges Green in the sum of Two Hundred Dollars. That the said Plaintiff shall pay to the said Defendants the damages they may sustain by reason of the injunction in this action if it be finaly decided that the said injunction ought not to have been granted -
Marysville O. April 16th 1877. F. D. Davis
J. W. Stark-

This undertaking approved by me this fifteenth day of April 1877-
W. M. Weigel- Clerk of said Court-

Afterward, on the 16th Day of April 1877. a 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 the County of Union Greeting;
We Command you to notify Elijah Lister Harriett M. Lister and Boanarges Green that they have been sued by Finley D. Davis in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of May A.D. 1877 the petition of the said Finley D. Davis 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 20 day of April A.D. 1877. Witness my hand and the Seal of said Court this 16th day of April A.D. 1877. W. M. Weigel - Clerk.

Seal

Said writ was endorsed - " Plaintiff asks judgment for $681.31 with interest from April 16th 1877. & Equitable Relief - Injunction allowed -
April 20th 1877 Said writ - was returned & filed Endorsed as follows

Sheriffs Return

The State of Ohio, Union County ss- Received this writ April 16th A.D. 1877 And pursuant to its Command, Notified the within Named Elijah Lister and Harriet M. Lister by delivering to each of them a certified copy of this writ - with the endorsements thereon. And April 19th 1877 Notified the within named Boanarges Green by delivering to him a certified copy of this writ - with the endorsements thereon - Fees $1.50
J. J. Miller Sheriff

Afterward the following answer was filed with the Clerk of said Court which reads as follows -

Answer of Elijah & Wm Lister

Finley D. Davis Plff
vs
Elijah Lister & Harriet Lister Defts
} Union County Court of Common Pleas-

The said Elijah Lister and Harriett M. Lister defendants for their Separate answer to the petition of the said plaintiff say. That they deny that said Harriet M Lister paid no part of the ~~said~~ Consideration of said premises conveyed to said Boanarges Green and deny that the notes executed to said Harriet M. Lister were given with any fraudulent intent whatever or for

the purpose of hindering or delaying any one in collection of their just claims and deny that there is any sum due the said plaintiff from either of these defendants and deny that they or either of them are doing or threatening to do any act to the injury of the said plaintiff-

2nd These defendants say that the said plaintiff received the entire consideration for the said note executed to the Peoples Bank and no part thereof ever received by either of these defendants- That about the 14th day of January 1876. the said plaintiff by fraudulent representations induced the said Elijah Lister to enter into a contract with him by which the said Elijah Lister then delivered to the plaintiff certain horses of the value of Three hundred Dollars. and signed the note to the Peoples Bank mentioned in said petition whereby the said plaintiff got the sum of Money therein named and the plaintiff executed a deed to said Elijah Lister for certain Real Estate in said County and gave him possession thereof for one year and then at the end of said year the said Elijah Lister offered said premises back to the said plaintiff and agreed that he might keep the $300 worth of horses and received said consideration - Thereupon the said plaintiff again took the possession of said premises and has ever since enjoyed the rents issues and profits thereof and that said sum of $300. was and is a just and full compensation for the said property for the time occupied by these defendants and said plaintiff has been fully restored to all his former rights and these defendants bring into Court a deed for said premises to said Plaintiff- The said Harriet M. Lister at the time of her marriage with said Elijah Lister was possessed of a large amount of Money in her own rights and other sums came to her as a separate Estate after said Marriage and the same was applied in payment of the said premises Sold to said Boanarges Green and though said premises were purchased in the name of said Elijah Lister. he held the same in trust for said Harriet M. Lister and when the same was sold the notes were made payable to her as of right - they should leave to restore her to her original Estate-

These defendants therefore pray therefore pray that injunction heretofore granted in this case may be dissolved and wholly annulled and that they may go hence with their cost and for all such other and further relief as may to the court seem just and proper - J. L. Cameron atty for defendants-

State of Ohio Union County ss. Harriett M Lister and Elijah Lister being first duly sworn says that they are defendants upon the above case and that the facts stated and allegations made in their foregoing answer are true as they verily believe - Harriet M Lister - Elijah Lister.

Sworn to before me and subscribed in my presence this 19th day of June 1877- Jas B. Cole Notary Public -

Read Afterward on the 16th day of April 1878 the following Reply was filed with the Clerk of said Court which reads as follows viz-

Reply Finley D. Davis Pltff
vs
Elijah Lister and
Harriet M. Lister and
Boanarges Green Defts
} Court of Common Pleas Union County Ohio

The Plaintiff now comes and for Reply to the answer of Elijah Lister and Harriet M. Lister says; That he denies that he received any part of the Money or other consideration arising from the note executed to the Peoples Bank and refered to in the answer. but says that on the

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on the contrary the whole consideration for the same was applied in payment of a note on said Elijah Leister then held and owned by said Peoples Bank. He denies each and every allegation of fraud or fraudulent representations contained in said answer. He says he took the horses in said answer refered to in part payment of the purchase money of certain lands which he had sold to and subsequently conveyed to said Leister and that the price of said horses was $280.00 in the trade, which sum was a great deal more than they were worth. That the said Leister took possession of the land so conveyed by this plaintiff to him and kept the possession for a year or more and then abandoned the same. That there was no agreement or understanding between the plaintiff and said Elijah Leister that the Plaintiff should take possession of said land and plaintiff denies all allegations relating thereto in the said answer except that he took charge of said land after it was so abandoned by Leister in order to prevent waste and thereby loss to himself.

He denies that Elijah Leister was in Law or in fact a trustee for the said Harriet M Leister or that he held the title to said lands held to Boanarges Green as such Trustee and he denies Each and Every allegation in the answer relating thereto. And he denies Each and Every allegation in said answer not specifically replied to. Having thus fully replied to the said answer Plaintiff asks Judgment in his favor; the appointment of a receiver and such other and further relief &c as he has before prayed in his petition. M. C. Lawrence & Geo O. Hamilton attys for Plaintiff

The State of Ohio Union County SS.

Farley D. Davis being Sworn says the Statements Made and allegations Contained in the foregoing Reply are true as he Verily believes. F. D. Davis

Sworn to by Farley D Davis Plaintiff before Me and Signed by him in My presence this 16th day of April 1878. W. M. Winget Clerk

Pleas before his Honor John L Porter Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and for said County of Union in the State of Ohio on the 14th 1878. Heretofore on the 7th day of September A D, 1878 the following Petition was filed with the Clerk of said Court which reads in the words and figures as follows to wit.

The Singer Manufacturing Company Plaintiff

vs

J. M. Dunn & J. A. Henderson Defendants late partners under the firm name of Dunn & Henderson

No 3083

Pet.

Court of Common Pleas Union County. Ohio

Petition.

The Plaintiff now comes and says that it is an incorporated Company and is duly incorporated under the Laws of the State of New Jersey and has a branch office within the State of Ohio

Cause of Action No 1. The Plaintiff says that this its first cause of Action is founded upon a promissory note of which the following is a copy.

No. 1

Note

"$157.50 Marysville O. 8th Sept. 1877 Six months after date we promise to pay to "the Order of the Singer Manufacturing Company One hundred and fifty Seven and 50/100 "Dollars payable at Peoples Bank Marysville O. Value received with eight per cent "interest after maturity and with ten per cent fees if the Same is collected"

by Attorney - The drawers and endorsers severally waive presentment for payment protest and Notice and notice of protest and non payment of this Note

(Signed) "Dunn & Henderson"

There is now due from the defendants to the plaintiff on said Note the Sum of One Hundred fifty Seven and 50/100 Dollars with eight per cent interest per annum from March 8th 1878 - Whereupon the plaintiff asks Judgment against the defendants for the Sum of One Hundred fifty Seven and 50/100 Dollars with interest at Eight per cent per annum

Cause of Action No. 2. The Plaintiff Says that this its Second cause of action is founded upon a promissory Note of which the following is a copy

2d cause of action

"$55.00 Marysville O. Oct. 13th 1877 Six months after date we promise to pay "to the Order of the Singer Manufacturing Company Fifty Five Dollars Payable "at Peoples Bank Marysville O. Value received with eight per cent interest after maturity "and with ten per cent fees if the same is collected by Attorney. The Drawers and "Endorsers Severally waive presentment for payment, protest and Notice of "Protest and nonpayment of this Note (Signed) "Dunn & Henderson"

There is now due from the defendants to the plaintiff on said note the Sum of fifty five Dollars with interest at eight per cent per Annum from April 13th 1878.

Whereupon the Plaintiff asks Judgment on this its Second Cause of action against the Defendants for the Sum of Fifty Five Dollars with interest at eight per cent per annum from April 13th 1878

Cause of Action No. 3

3d cause of action

The plaintiff Says that this its third cause of action is founded upon a promissory note of which the following is a Copy.

"$110.00 Marysville O. Oct 24th 1877 Six months after date we promise to "pay to the Order of the Singer Manufacturing Company One hundred "and ten dollars payable at Value received with eight per cent interest "after Maturity and with ten per cent fees if the same is collected by "Attorney. The drawers and Endorsers ~~and~~ Severally Waive presentment for "payment protest and notice of protest and nonpayment of this note

(Signed). "Dunn & Henderson"

There is now due from the defendant to the plaintiff on said Note the Sum of One Hundred and ten Dollars with interest at Eight per cent per annum from April 24th 1878

Whereupon the plaintiff asks Judgment on this its third Cause of action against the defendants for the said Sum of One hundred and ten Dollars with interest at eight per cent per annum from April 24th 1878

Cause of Action no. 4.

4th cause of action

The plaintiff Says that this its fourth cause of action is founded upon a promissory note of which the following is a copy.

"$110.00 Marysville O. Nov. 13th 1877 Six Months after date we promise to "pay to the Order of the Singer Manufacturing Company One hundred & ten dollars "payable at Peoples Bank. Marysville O Value received with eight per cent "interest after Maturity - The drawers and endorsers Severally waive "presentment for payment protest and Notice of protest & Non payment of this note

(Signed) "Dunn & Henderson"

There is now due from the defendants to the plaintiff on said note the Sum of One Hundred and ten Dollars with eight per cent interest per annum from May 13th 1878

5th cause of action

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Whereupon the plaintiff asks Judgment on this its fourth Cause of action against the defendants for the Sum of One Hundred and Ten Dollars with interest at eight per cent per annum from May 13th 1878

Cause of Action No. 5.

The plaintiff says that this its fifth Cause of action is founded upon an account a Copy of which with all its credits is hereto attached.

5th cause of action

There is now due the plaintiff from the Defendants on said account the Sum of three dollars and 25 cts with six per cent interest from May 24th 1878.

Wherefore the plaintiff asks Judgement on this its fifth cause of action against the defendants for the Sum of Three and 25/100 Dollars with with interest at six per cent from May 24th 1878 M. G. Lawrence Atty for Plff

State of Ohio Union County ss M. G. Lawrence being duly Sworn says that he is the Attorney of the Plaintiff that the Plaintiff is an incorporated Company and that the facts Stated and allegations contained in the foregoing petition are true as he verily believes M. G. Lawrence

Sworn to before me by M. G. Lawrence and signed in my presence this 7th day of September A. D. 1878 W. M. Winget Clerk

Copy of account referred to in the fifth cause of action as attached

Just

" Messrs Dunn & Henderson Marysville O. In account with the Singer
" Manufacturing Company . No. 61 West Fourth Street
" Jan. 1 To o/c rendered $1,94
" Feby 28 " Mdse 13
" March 16 " " 1,48
" April 16 " " 1,80 3,61
" $5,55

Copy of acct

" Credits
" Feby 28 By cash 30
" March 16 " 2,00 $2,30
" Bal. Due $3,25

We hereby waive the issuing and Service of process upon us in this action and enter our appearance therein J. M. Dunn
September 7th 1878 J. A. Henderson

Afterwards On the 14th day of October 1878 the following Entry was made in the Journal of Said Court to-wit

The Singer Manufacturing Company Plaintiff

vs

J. M. Dunn & J. A. Henderson late partners under the firm name of Dunn & Henderson Defts

In Union Common Pleas Journal Entry

This day this cause came on to be heard the defendants J. M. Dunn and J. A. Henderson being default for answer or demurr and neither party requiring a Jury this cause Submitted to the Court on Petition of Plaintiff - testimony and exhibits - On consideration whereof the Court with the consent of the Plaintiff finds that there was due it from the defendants J. M. Dunn & J. A. Henderson as follows on the first day of this term to Sept. 9th 1878 on the first cause of action in the Petition set forth the Sum of $163.80. On the

On the Second cause of action	56.80
On the third cause of action	113.30
On the fourth cause of action	114.33
All of which Sums Amount to	$448,23 which Sum draws

interest at the rate of Eight per cent per annum from September 9th 1878

And the Court finds that there is due from the defendants to the

Plaintiff on its fifth cause of action in the Petition at the date of September 9th 1878 the Sum of three 48 dollars which draws interest from that date at the rate of Six per cent per annum which Sums taken together Amount to ($451.71) with Interest on $448 23 from September 9th 1878 at Eight per cent per Annum and interest on $3 48 from September 9th 1878 at Six per cent per Annum

It is therfore considered Ordered and Adjudged by the Court that the Plaintiff recover of & from the Defendants J. M. Dunn and J. A. Henderson the Said Sum of Four Hundred fifty one 71/100 Dollars ($451.71) with interest on $448 23 at Eight per per Cent per Annum from September 9th 1878 and interest on $3 48 from September 9th 1878 at 6 per cent And also its costs herein expended.

Attest) W. M. Winget Clerk

Pleas before his Honor John L. Porter 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 14th day of octobr A.D. 1878, Heretofore on the 16th of April 1877 the following Petition was filed with the Clerk of Said Court which reads in the words and figures to wit,

Finley D. Davis Plaintiff
vs
Elijah Lister Harriet M. Lister Boanerges Green Defendants

Court of Common Pleas
Union County Ohio
Petition.

No 2434

The Plaintiff Finley D. Davis Says that his cause of action is founded upon an account for money paid for the defendant Elijah Lister of which the following is a copy

Elijah Lister To Finley D. Davis Dr.

To Money paid to the Peoples Bank doing business in Marysville Ohio in the Sum of Five hundred Eighty One 31/100 Dollars - that Said indebtedness occurred by reason of the Said Finley D. Davis becoming Surety for the said Elijah Lister on a promissory Note payable to the Said Peoples Bank dated December the first 1876 for the Sum of $567.16 on which note the Said Peoples Bank obtained Judgement against the Said Elijah Lister and Finley D. Davis on the 5th day of March 1877 for the Sum of Five Hundred & Sixty Eight & 16/100 Dollars in the Court of Common Pleas of Union County Ohio. that Subsequently an Execution was issued from the Clerks office of Said Court upon Said Judgement and the Sheriff of Union County having Said writ in his possession failed to find any goods or chattels lands a tenuments of the Said Elijah Lister which is shown by Said Sheriffs return upon Said writ and thereupon levied upon Said the property of Said plaintiff and thereby he was compelled to pay Said Sum of $581.31

Petition

Plaintiff further Says that the Said Elijah Lister has no property real or personal Subject to Execution at Law but is the owner of an equitable interest in certain promissay notes which ought of right to be Subjected to the payment of Said Judgment which are as follows - That the defendant Boanerges Green on or about the 10th day of January 1877 made executed and delivered a Mortgage to the Other defendant Harriet M. Lister on Fifty one & one half acres in Survy No. 13592 in Union County Ohio whereby the Said Boanerges Green promised to pay to the Said Harriet M. Lister the following Sums at the times following to wit

The Sum of Two Hundred & Twenty nine $229 00 Dollars on the first day of August 1878

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Precipe

Injunction Bond

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Five Hundred Dollars on the first day of August 1879 Five hundred dollars on the first day of August 1879 Five Hundred dollars on the first day of August 1880 Five hundred Dollars on the first day of August 1881 and Five Hundred dollars on the first day of August 1882 with interest on each note after August 1st 1877.

That the said promissory notes were given by the said Boanarger Green on deferred payments of purchase money for the land named in said mortgage and were so given to the said Harriet M. Lister with fraudulent intent and for the purpose of hindering and delaying his creditors in the collection of their just claims

He further says that the said Harriet M. Lister the wife of the said Elijah Lister paid no part of the consideration money for said premises and was entitled to nothing therein except her dower. – That the defendants Elijah Lister and Hamit M. Lister refuse to apply said Notes in payment of said indebtedness to the Plaintiff and threaten to sell and dispose of the same in fraud of the plaintiffs rights That if they so sell and dispose of said promissory notes during this litigation that action would produce great and irreparable injury to the plaintiff & would render a Judgement which ought to be Obtained in this proceeding ineffectual unless the said defendants Elijah Lister and Harriet M. Lister be restrained from selling and disposing of said promissay notes

The Plaintiff says that there is due to him on said account from the Defendant the sum of Five Hundred Eighty one 31/100 ($581 13/100) Dollars which he claims with interest from the 16th day of April 1877.

Plaintiff therefore asks that an order may be issued by the Court restraining the said Elijah Lister and Harriet M. Lister his wife from selling or disposing of the said promissory notes herein before mentioned and that upon final hearing Judgement may be entered in his favor for said sum of Five Hundred Eighty One 31/100 (581 31/100) Dollars and that a Receiver may be appointed to take charge of said promissory notes or sufficient thereof to pay the plaintiffs claim and costs and Such Other & further relief &c M.C. Laurence & Geo. O. Hamilton Attys for Plaintiff

State of Ohio Union County ss Personally appeared before me Finley D. Davis who being by me first duly Sworn deposes and says that the facts stated and allegations contained in the foregoing petition are true F. D. Davis

Jurat

Sworn to before me by Finley D. Davis and by him Subscribed in my presence this 16th day of April 1877 W.M. Winget Clerk

Injunction allowed as prayed for in the petition, on the plaintiffs giving Bond in the sum of Two Hundred dollars with Sureties to the Satisfaction of the Clerk of the Court of Common Pleas of Union County Ohio April 16th 1877 John B. Coats Probate Judge

Fees of Probate Judge $2.00 Paid by Plaintiff

Finley D. Davis Plff
vs
Elijah Lister et al Defts

Mr Clerk

Praecipe

You will issue Summons for the Defendants returnable according to law and endorse "Plaintiff asks Judgment for $581.31 with interest from April 16th 1877 + Equitable relief + Injunction allowed"

Marysville O. April 16th 1877 M.C. Laurence & Geo. O. Hamilton Attys for Plff.

Finley D. Davis Plff
vs
Elijah Lister Harriet M. Lister and Boanarger Green Defts

Union County Common Pleas

Injunction Bond

We bind ourselves to the said Defendants Elijah Lister Harriet M. Lister and Boanarger Green in the sum of Two hundred Dollars that the Plaintiff shall pay to the said Defendants the damages they may sustain by reason of the Injunction in this action if it finally decided that the said Injunction ought not to have been granted

F. D. Davis S.W. Shirk

Marysville O. April 16th 1877

This undertaking approved by me this Sixteenth day of April 1877

W. M. Winget Clerk of Said Court

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 the County of Union Greeting

We command you to notify Elijah Lister Harriet M. Lister and Boanerges Green that they have been sued by Finley D. Davis in the Court of Common Pleas of Union County and that unless they answer by the 19th day of May A.D. 1877 the petition of the said Finley D. Davis 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 April A.D. 1877

W. M. Winget Clerk

(L.S.)

Summons Endorsed to wit "Plaintiff asks Judgement for $581.31 with interest from April 16th 1877 and Equitable Relief. Injunction Allowed Lawrence & Hamilton Pltffs Attys

Sheriff's Return

The State of Ohio } Received this writ April 16th A.D. 1877 and pursuant to its
Union County ss } Command Notified the within named Elijah Lister and Harriet M. Lister by delivering to each of them a certified copy of this writ with the endorsements thereon And April 19th 1877 Notified the within named Boanerges Green by delivering to him a certified copy of this writ the endorsements thereon
Levie 75 Mileage 2.75 Cop 60 Return 15 Total $4.00 J. J. Miller Sheriff

And Afterwards on the 19th day of June 1877 the following Answer was filed to wit

Finley D. Davis Pltff } In Union County Court of Common
vs } Pleas Answer
Elijah Lister & }
Harriet M. Lister et al Defts } The said Elijah Lister and Harriet M. Lister

Defendants for their Separate Answer to the petition of the said pltff. say

Answer of Elijah & H. M. Lister

That they deny that said Harriet M. Lister paid no part of the consideration of said premises conveyed to said Boanerges Green and deny that the notes executed to said Harriet M. Lister were given with any fraudulent intent whatever or for the purpose of hindering or delaying any one in the collection of their just claims and deny that there is any Sum due to the said plaintiff from either of these defendants and deny that they or either of them are doing or threatning to do any act to the injury of the said Plaintiff

2d These defendants say that the said Plaintiff received the entire consideration for the said note executed to the Peoples Bank and no part thereof was ever received by either of these Defendants. That about the 14th day of January 1876 the said Plaintiff by fraudulent representations induced the said Elijah Lister to enter into a contract with him by which the said Elijah Lister then delivered to the plaintiff certain horses of the value of Three hundred dollars and signed the note to the Peoples Bank mentioned in said petition whereby the said Plaintiff got the sum of money therein named and the plaintiff executed a deed to said Elijah Lister for certain Real Estate in said conveyance gave him possession thereof for one year and then at the end of said year the said Elijah Lister offered said premises back to the said Plaintiff and agreed that he might keep the $300 worth of horses and rescind said transaction. Thereupon the said plaintiff again took possession of said premises and has ever since enjoyed the rents issues and profits thereof

profits thereof and that said sum of $300 was and is a just and full compensation for the said property for the time occupied by the defendant and said plaintiff ~~was~~ has been fully restored to all his former rights and these defendants bring into Court a deed for said premises to said plaintiff ~~his former rights~~ The said Harriet M. Lister at the time of her marriage with said Elijah Lister was possessed of a large sum of money in her own right and other sums came to her as a separate estate after said marriage and the same was applied in payment of the said premises sold to Boanerges Green and though said premises were purchased in the name of said Elijah Lister he held the same in trust for said Harriet M. Lister and when the said was sold the notes were made payable to her as of right they to restore her to her original Estate

These defendants therefore pray that said injunction heretofore granted in this case may be dissolved and wholly annulled and that they may go hence with their costs and for all such other and further relief as may to this Court seem just and proper J. L. Cameron Atty for Defendants

State of Ohio Union County ss. } Harriet M. Lister and Elijah Lister being first duly sworn say that they are defendants upon the above case and that the facts stated and allegation made in their foregoing answer are true as they truly believe Harriet M. Lister Elijah Lister

Sworn to before me and subscribed in my presence this 19th day of June 1877

L S Jas B. Cole Notary Public

Afterwards on the 2d day of Aug. 1878 the following answer was filed in said Court which reads viz

Finley D. Davis Plaintiff } In Court of Common Pleas Union County Ohio. Answer.
vs } J. M. Davids by leave of the Court enters his
Elijah Lister H. M. Lister } appearance and files his answer in this case and says
Boanerges Green Defts } that on or about the 17th day of Jany 1878 he the said Davids Sold to Elijah Lister & H. M. Lister 46 acres of land ~~&~~ situate in Claibourne Township of said County of Union for twenty two hundred & fifty dollars and for the greater part of the purchase money thereof viz of them the four promissory notes executed by Boanerges Green of five hundred dollars each becoming due Aug. 1. 1879 & one annually thereof and being the notes referred to in the petition - That this defendant J. M. Davids had no Knowledge whatever that this action was pending until after he had purchased said Notes and the conveyance was made for said land That said Listers concealed ~~from~~ from this defendant the fact that this action was pending and this defendant bought said notes for full value in the usual Course of business without any notice of any claim against the same by any one whomsoever - This defendant has no knowledge of the matters and things set up in the original petition & the cross petition but for the sake of requiring proof of the allegations therein - denies the several allegation of said petition & said cross petition

Answer of J. M. Davids

Robinson & Piper Attys. for J. M. Davids

The State of Ohio } J. M. Davids being duly sworn says that all the allegations of the above
Union County ss. } answer except the denial of the allegations of the plaintiffs petition and the cross petition
are to his personal knowledge true J. M Davids

L S Sworn to before me & Signed in my presence by J. M. Davids this 24th July 1878
W. H. Ferguson Notary Public

On the 16th day of April 1878 the following Reply was filed in said case which reads to wit.

Finley D. Davis Plff } In Court of Common Pleas
vs } Union County Ohio
Elijah Lister Harriet M. Lister & Boanerges Green }

Over

Reply of Plffs

Reply. The Plaintiff now comes and for Reply to the Answer of Elijah Lister and Harriet M. Lister says that he denies that he received any part of the money or other consideration arising from the note executed to the Peoples Bank and referred to in the answer but says that on the contrary the whole consideration for the same was applied in payment of a note on Said Elijah Lister then held and owned by Said Peoples Bank. He denies each and every allegation of fraud & fraudulent representations contained in Said answer. He says he took the horses in Said bill in part payment of the purchase money of certain of certain lands which he had to and subsequently conveyed to Said Lister and that the price of Said horses was $ 280.00 in the trade which Sum was a great deal more than they were worth. That the Said Lister took possession of the land so conveyed by this Plaintiff to him and kept the possession for a year or more & then abandoned the same. That there was no agreement or understanding between the Plaintiff and Said Elijah Lister that the plaintiff Should take Possession of Said Land and plaintiff denies all allegations relating thereto in the Said answer except that he took charge of Said land after it was so abandoned by Lister in Order to prevent waste and thereby loss to himself

He denies that Elijah Lister was in Law & in fact a Trustee for the Said Harriet M. Lister & that he held the title to Said Lands Sold to Boarmans Grun as such trustee and he denies each and every allegation in th Answer relating thereto. And he denies each and every allegation in Said answer not Specifically replied to. Having thus fully replied to the Answer Plaintiff asks Judgment in his favor - the appointment of a receiver and Such other & further relief &c as he has before prayed in his petition. M. C. Lawrence & Geo. C. Hamilton Attys for Plff

The State of Ohio Union County ss Finley D. Davis being Sworn Says the Statements made and allegations contained in the foregoing Reply are true as he verily believes

F. D. Davis

Sworn to by Finley D. Davis Plaintiff before me and Signed by him in my presence this 16th day of April 1878 W. M. Winget Clerk

And on the 16th day of September 1878 the following Answer was filed which reads to wit

Finley D. Davis vs Elijah Lister et al } Court of Comm Pleas Union County Ohio
Answer and Cross Petition of Robinson & Robinson.

Answer and Cross Pet. of Robinson Robinson

The Said Robinson & Robinson partners doing business in the State of Ohio in that name for Cross petition say that on or before the first day of April 1877 and before the Commencement of this action Said Elijah Lister & wife being indebted to Sterling Davis for rents of a farm by them rented of Said Sterling Davis deposited Said note first to become due as Stated in Said petition of the plaintiff with Said Sterling Davis as collateral Security for the payment of said rent & afterwards in the month of March 1878 the Said Sterling Davis Sold and delivered to these defendants on the advice and at the request of said Listers Said note first to become due for full value in the usual course of business and these defendants had no Knowledge of any kind of this action but they became and were the purchasers of Said note then and thereby from Said Sterling Davis for full value without without any notice of any claim of Said plaintiff - These defendants therefore asks the Court to discharge Said Injunction So far as it relates to the $ 229 note due Aug 1st 1878 Mentioned in Said Mortgage & in Said petition

Robinson & Robinson in person

The State of Ohio Union County ss.

A B. Robinson being duly Sworn deposes and Says he believes

Journal Entry

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the Allegations of the foregoing Answer and Cross petition are true A. B Robinson
Sworn to before me & Signed in my presence this 16th of Sept 1878. W M Winget Clerk
And afterwards the following Reply was filed in said court which reads as follows to wit

2d Reply

Finley D. Davis Plff } Court of Common Pleas Union Co. Ohio
vs } Reply to Answers of Robinson & Robinson & J. M. Davids
Elijah Lister Harriet M Lister } The Plaintiff now comes and for Reply to
& Boanerges Green etals Defendants } said Answers says that he is not informed as
to the matters and things in said Answers set forth and therefore denies
each and every allegation contained in said replies and prays as he has heretofore
prayed. M. L. Laurence Atty for Plff.

State of Ohio Union County ss } Finley D. Davis being Sworn says the facts stated in
the foregoing Reply are true as he verily believes F. D. Davis
Sworn to by F. D. Davis Plff before me & Signed by him in my presence this 16th day of Sept 1878
W M. Winget Clerk

Afterwards on the 14th day of October 14. 1878 the following Entry was made in
the Journal of said Court which reads as follows to wit

Finley D. Davis Plff } Journal Entry Judgt $633.05 Int from Sept. 9. 1878
vs }
Elijah Lister etals Defendants } This day this cause came on to be heard & thereupon
came the parties and neither party requiring a Jury this cause was
by the parties submitted to the Court upon the Plaintiffs Petition Answer thereto of the
Defendants Elijah Lister Harriet M. Lister his wife Plffs Reply to said Answer the Answers
of J. M. Davids and Robinson & Robinson and the Reply of Plaintiff to said Answers
and the evidence The defendant P. J. Wyeth having having asked & obtained
leave to withdraw his Answer and Cross petition in this case and having dismissed
that branch of the case without prejudice to a future action. On Consideration whereof
the Court does dismiss the Injunction heretofore granted in this case by the
Probate Judge of Union County And on further consideration the Court finds that
there was due from the defendant Elijah Lister to the Plaintiff Finley D. Davis
on the first day of this term it being the 9th day of September 1878 on the
cause of action set forth in the petition the Sum of Six Hundred and
Thirty Three & 05/100 Dollars ($633 05/100) And the Court further finds that
Mrs Harriet Lister has invested in said lands the Sum of $360 00

It is therefore Considered Orderd and Adjudged by the Court
that the plaintiff Finley D. Davis recover of the Defendant Elijah
Lister the said Sum of Six Hundred Thirty Three & 5/100 Dollars so found
due with interest from September 9th 1878 and also his costs herein
expended taxed to $

To all of which finding and Judgment of the Court the defendants
Elijah Lister and Harriet Lister & enter their Exception

Journal Entry

W. M. Winget Clerk

Pleas before his Honor John L. Porter Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville in & for the County of Union and State of Ohio On the 20th day of September A.D. 1878. Heretofore on the 29th day of July 1878 the following Petition was filed with the Clerk of said Court which reads in the words following to wit

In this Court of Common Pleas of Union County Ohio

Richwood Union Building & Saving Association Plaintiff
vs
Noah Thompson & Cordelia Thompson Defendant

No. 2981

Petition

Petition

The Plaintiffs say that they are a Company duly Incorporated under the laws of the laws of the State of Ohio. That On the 10th day of December 1873 the Defendant Noah Thompson made and delivered to the plaintiff his promissory note of that date a copy of which is hereto attached marked "A" and thereby promised to pay to the plaintiffs the Sum of Four hundred dollars when the Association should be declared duly ended with interest on one hundred and fifty nine dollars from the date thereof for value received.

The defendants Noah Thompson and Cordelia Thompson On the 10th day of December A.D. 1873 to Secure the payment of said note executed and delivered to the plaintiff their Mortgage deed and thereby conveyed to the plaintiff and their assigns the following lands and tenements Situate in Richwood in the County of Union and State of Ohio to wit All of Lot No. One hundred and Sixty five (165) in J.S. Gills Addition to the Village of Richwood Union County Ohio. For a more Specific description reference is made to the Recorded plat of said Addition in the Recorders office at Marysville Ohio

The condition contained in said Mortgage deed are in Substance that Whereas the said Noah Thompson had executed and delivered to the Richwood Union Building & Saving Association of Richwood Ohio his promissory note dated the 10th day of December A.D. 1873 for the Sum of Four hundred dollars upon the following conditions Said Noah Thompson being a Member of the Association & having at a regular meeting of the Association bid a premium of Sixty & 25/100 dollars per Share of Stock for precidence in taking an advanced loan & having thereby obtained precidence and having received from said Association an advanced loan of One hundred and fifty nine dollars the full value of two Shares of Stock in said association On each of which two Shares of Stock he agreed to pay a weekly installment of twenty five cents and on One Hundred & fifty nine dollars Amount of said Advanced loan Exclusive of premium at the rate of Six per cent per annum in equal weekly payments of $0.19 on meeting nights of each week until said Association Shall be dissolved as provided in the Constitution thereof the taxes on the premiums. The Fire Insurance and premiums on said property. Ground rents thereon and all the fines and forfeitures according to the Constitution & By Laws of said Association.

That if the said Noah Thompson Should punctually pay to said association or its assignees the said weekly installments on said two Shares of Stock and the interest as above Stated. the taxes on said property. The fire Insurance Premium on said property. Ground rents thereon and all the fines and forfeitures according to the constitution and By Laws of said association then those presents to be void. But if the said Noah Thompson Should fail to pay to pay the said weekly installments of dues and interest as above Stated the taxes. Fire insurance Premiums Ground rents or fines and forfeiture when the Same respectively becomes or within ninety days after due

Jurat

Precipe

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then the amount of said Should become due and the Mortgage foreclosed.
On the 23d day Of April 1874 at 11 Oclock A.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on the record and was recorded May 21. 1874 BOOK page 47 - Plaintiffs say that the Board of Directors of said association has not decided the said Association legally ended. The said due has become absolute.
The weekly installments of Stated dues were paid in full up to and inclusive of February 3d 1877 but then ceased and no payment of said Stated dues have since been made upon said Two Shares of Stock since said 3d day of February 1877 The weekly installments of Stated dues upon each share is twenty five cents on said Two Shares the Stated dues aforesaid would be fifty cents per week from February 3d 1877 to July 27. 1878 which would make 77 payments of said Stated dues due on the said 27 day of July and which remains unpaid. the lowest fine assessed upon failure to pay said Stated dues at the time the failure to pay said Stated herein mentioned began was 5 cents per Share under the Constitution and By Laws of said Association and on Two Shares 10 cents per week for default in payment of Stated dues on said Two Shares which for Seventy Seven weeks would make Seven 70/100 dollars due & remaining unpaid upon said Seventy Seven installments of weekly dues upon two Shares of Stock as fines for nonpayment of said weekly dues. There has been no interest paid at any time upon said One hundred & fifty nine dollars in said note and Mortgage mentioned either by Noah Thompson or any person for him since February 3d 1877
There is due and remaining unpaid upon said indebtedness the Sum of thirty eight $\frac{50}{100}$ dollars of Stated weekly dues and fifty cents per week for Seventy Seven weeks and the said Sum of 10 cents per week as fines on said two Shares of Stock for Seventy Seven weeks making Seven & $\frac{70}{100}$ dollars now due of fines upon two Shares of Stock and making the aggregate Sum of Forty Six & $\frac{20}{100}$ dollars of Stated dues and fines unpaid with the interest on the said Sum of One Hundred & fifty nine dollars from the third day of February 1877 which remains unpaid and which makes a weekly installment of (19) nineteen cents per week.
The Plaintiff therefore prays that a just and true account of the Sums due upon said note and Mortgage may be taken and the said defendants Ordered to pay the same in a Short day to be named and upon failure to pay then that the said Mortgage may be foreclosed and the said premises Ordered to be Sold and the proceeds applied to the payment of the said Sums found due and for all proper relief
Cameron & Benton Attorneys for Plaintiff

Jurat — Y. B. Benton being duly Sworn Says he is one of the Attorneys of the plaintiff & duly authorized in the premises that they are a Corporation duly incorporated under the laws of Ohio and the facts Stated and allegations made are true as he verily believes
Y. B. Benton
Sworn to before me by Y.B. Benton and by him Subscribed in my presence this 29th day of July 1878
W. M. Winget Clerk

Precipe — To the Clerk - Issue Summons upon the petition in the above case to the Sheriff of Marion County Ohio returnable according to law amount claimed $60.00 and foreclosure of Mortgage
Cameron & Benton Attorney for Plaintiff

Thereupon the following writ of Summons was issued by the Clerk of said Court to wit

The State of Ohio } To the Sheriff of the County of Marion Greeting
Union County ss } We command you to notify Noah Thompson & Cordelia Thompson that they have been Sued by The Richwood Union Building and Saving Association in the Court of Common Pleas of Union County and that unless they answer by the 7th day of September A.D. 1878 the petition of the said

Building & Saving Association 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 August A. D, 1878
(P.B.) Witness my hand and the Seal of said Court this 29th day of July
A. D, 1878 W. M. Winget Clerk

Said Summons was returned filed and endorsed as follows to wit:
The State of Ohio Union County ss } Received this writ July 31st A.D, 1878 at 8 Oclock A.M.
The within named defendants not Summoned Fees $1.60 S. A. Guthery Sheriff

Afterwards the following writ of Summons was also issued by the Clerk of said Court to wit

2d Summons

The State of Ohio Union County ss } To the Sheriff of the County of Marion Greeting
We Command you to notify Noah Thompson & Cordelia Thompson
that they have Sued by The Richwood Union Building & Saving Association
in the Court of Common Pleas of Union and that unless they Answer by the 4th
day of September A.D, 1878 the petition of Said Building & Saving Associations 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 26th day of August A.D, 1878
(P.B.) Witness my hand and the Seal of said Court this 13th day of August
A.D, 1878 W. M. Winget Clerk

Said Summons was Endorsed "In action for Foreclosure of Mortgage" and was
returned Filed augt. 21st 1878 and endorsed by said Sheriff as follows to wit.

Sheriff's Return

The State of Ohio } Received this writ august 16th A.D, 1878 at 9 o'clock A. M and
Marion County ss } pursuant to its command I did on the 17th day of Day of
August 1878 Serve a true and certified copy of this Summons with the
endorsements thereon on each of the within named Defts by leaving copies at their
usual place of residence Fees $3.15 S. A. Guthrie Sheriff

Afterwards on September 20th 1878 the following Entry was made in the Journal of said Court to wit

Entry

Richwood U. B. & S. A. } Now came the plaintiff herein and the defendants
vs } being in default for answer and demurr the Court
Noah Thompson et al } find that the defendants have failed to pay to the
2981 plaintiffs the weekly installments of dues and the interest
as in the petition Set forth and that there is due to said Plaintiff
as dues to the first day of this term September T. 1878 the sum of $41.50
and as interest the Sum of $15.71. The Court further find that there
is due to said plaintiff from said defendants as and by way of fines
for the nonpayment of said dues as in the petition alleged the Sum of $8.30
making in all for dues interest and fines the Sum of $65.57 dollars
The Court further find that in Order to Secure to regular payment
of said dues and other indebtedness the said Noah Thompson & Cordelia
Thompson his wife executed and delivered to the plaintiff their certain
Mortgage in the petition described and on the premises therein described
that said Mortgage was on the 21st day of May 1874 duly recorded
in Book 1 B. L & L Co. page 47 of the Record of Mortgages of Union County
and the same is the first lien on the premises described in the petition
It is therefore considered by the Court that unless the said defendants
shall within ten days from the Entry hereof pay or cause to be paid to the
said plaintiff the said Sum of $65.57 So found due and to the Clerk
of this Court the costs herein taxed at $

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2689

Petition

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Then the defendants Equity of Redemption be foreclosed and said premises shall be Sold and an Order of Sale shall issue thereof to the Sheriff of Union County directing him to Sell said premises as upon execution and bring the proceeds into Court for further Order
W. M. Winget Clk

Pleas before his Honor John L. Porter 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 27th day of February A. D. 1877. Heretofore on the 29th day of December 1877 the following Petition was filed with the Clerk of said Court which reads

2689

George Armstrong Plaintiff
VS
Abraham Hedges Defendant
} Court of Common Pleas Union Co. O.

Petition

Plaintiff Says that on the 4th day of October 1873 the defendant Abraham Hedges executed and delivered to Wm G. Beatty his Several promissory notes That two of said notes of which the following are copies with the endorsement thereon were by due course of trade conveyed to him to wit $45 Co Richwood October 4th 1873 September 13th 1876 I promise to pay to the Order of Wm G. Beatty forty five dollars at 6 per cent interest from Sept 13th 1873 Value received Abraham Hedges
$45 Co Richwood Ohio October 4th 1873 - Sep. 13th 1877 after date I promise to pay to the Order of Wm G. Beatty forty five dollars at 6 per interest from Sept. 13th 1873
Value received Abraham Hedges
Each note endorsed as follows "Pay John Beatty or oder without recourse Wm G. Beatty
I assign within to Geo Armstrong or Order with of Mortgage & guarantee
Collection by due course of law - John Beatty
Plaintiff Says he is now the legal Owner and holder of the two above described Notes and that on said 4th day of October 1873 the said Abraham Hedges made and delivered to said Wm G. Beatty to secure the payment of said notes including the two above described a Mortgage deed for the following described real Estate to wit In Lot No 350 in Beattys addition to the Town of Richwood in said County of Union. That said Mortgage deed was duly recorded (in) the Mortgage Records of said County Book 10 page 406 Jan. 1874. Plaintiff says that said Mortgage deed had a condition thereunder written as follows Provided Nevertheless that Whereas the said Absalom Hedges has made and delivered to said Wm G. Beatty his 4 Several promissory for the purchase Money of said premises Now if the said Abraham Hedges shall well and truly pay or cause to be paid said Notes According to the tenor thereof then these presents shall be void. Plaintiff Says that no part of the within described notes have ever been paid and that there is now due on the said notes the Sum of $90 Co with the interest thereon from the 13th day of Sept. 1873. Therefor Plaintiff prays Judgement against the defendant Abraham Hedges for said Sum of $90 Co and the interest thereon from Sept. 13th 1873 and for costs and that said Lot No 350 may be Ordered to be appraised advertised and Sold as upon Execution and the Judgment So to be rendered paid from the proceeds thereof and for all necessary relief the case may demand P. R. Kerr Atty for Plaintiff
State of Ohio Union Co SS } P. R. Kerr being Sworn says he is the Attorney for Plaintiff in this case and that he is a nonresident of said County of Union and that he believes the Statements & Allegations in the foregoing Petition are true
P. R. Kerr

Jurat — Sworn to before me Subscribed in my presence this 28th day of Dec 1877
G. B. Hamilton Jr. P

Precipe — The Clerk will issue Summons for defendant directed to the Sheriff of Union County Ohio returnable according to law P. R. Kerr Atty for Plff
And thereupon the following writ of Summons was issued which is as follows to wit.

Summons — The State of Ohio } To the Sheriff of the County of Union Greeting
Union County ss } We command you to notify Abram Hedges that he has been sued by George Armstrong in the Court of Common Pleas of Union County and that unless he Answer by the 2d day of February A. D. 1878 the petition of the said George Armstrong 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 14th day of January A.D. 1878
Witness my hand and the Seal of said Court this 4th day of January
A.D. 1878 W. M. Winget Clerk

This Summons was Endorsed "In action of for Judgment & foreclosure of Mortgage
January 14th 1878 Summons returned filed Endorsed by the Shff as follows to wit
The State of Ohio Union County ss Received this this writ January 4th A.D. 1878 at
10 Oclock A.M. And pursuant to its personally Served on the defendant
Abraham Hedges by delivering to him an attested copy on the 8th day of January
1878 Fees $2.30 J. J. Miller Shff By W. H. Houk Depty

Afterwards On the 27th day of February 1878 the following Entry was made in the Journal of said Court which reads in the words and figures to wit,

Journal Entry — George Armstrong vs Abraham Hedges } No. 2689

This day this cause came on to be heard upon the Petition of the Plaintiff filed herein and the defendant Still failing to Answer or demur to said Petition and the Court being fully advised in the premises do find that there is due the plaintiff from the defendant Hedges the Sum of $113.75 as he has alleged in his petition And the Court further finds that the Mortgage described in said petition has become absolute. It is therefore decreed by the Court that said Mortgage be foreclosed and unless said defendant pay the said Sum of money in five days that an Order issue to Sheriff of said County to appraise advertise and Sell as upon Execution the lands described in said petition and pay said Judgment and costs from the proceeds thereof.

Afterwards the following Order of Sale was issued by the Clerk of said Court to wit

Order of Sale — The State of Ohio } To the Sheriff of said County Greeting.
Union County ss } Whereas at a Term of the Court of Common Pleas held at Marysville in & for said County on the 27th day of February A.D. 1878 in the Cause of George Armstrong Plaintiff and Abraham Hedges Defendant it was Ordered Adjudged and decreed as follows to wit.

That unless said defendant (pay) the Sum of $113.75 and the costs herein expended in 5 days from said date that an Order issue to the Sheriff of Union County commanding him to cause the Lands in the petition of the plaintiff commanding described to be appraised & Sold according to law & bring the proceeds into Court

Description of Lands.

In Lot No 350 In Beattys addition to the Town of Richwood Union County Ohio

We Therefore Command You That You proceed to carry said

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Proof of Notice

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Order judgement and Decree into execution agreably to the laws thereof and that you expose to Sale the above discribed real estate under the Statute regulating Sales on Executions and that you apply the proceeds of such Sale in Satisfaction of said Judgement and decree with costs and interest as Specified therein and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof.

Witness my Signature as Clerk of said Court at Marysville this 9th day of August 1878 W. M. Winget Clerk

Said Order of Sale was returned filed Oct. 9th 1878 and Endorsed by the Sheriff as follows

The State of Ohio Union County ss. In Obedience to the Command of the Order of Sale hereto annexed I did on the 9th day of August 1878 Summon J. P. Beatty J. S. Loveless and W. H. Loveless three disinterested freeholders of said who were by me duly Sworn to view and appraise the Lands and tenements therein described and afterwards on the 9th day of August A.D. 1878 said Appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at One hundred (100) Dollars a certified copy of said Appraisal I further with deposited in the office of the Clerk of the Court of Common Pleas of said County And on the 14th day of August 1878 I caused to be advertised in the Marysville Tribune a newspaper printed and published and of general circulation in Union County) Said Lands and tenements to be Sold at public Sale at the door of the Court House in said County On the 21st day of September A.D. 1878 at 1 Oclock P. M. of said day, And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit 5 consecutive weeks and in pursuance to said notice I did on said 21st day of Sep. A.D. 1878 at the time and place above mentioned proceed to offer said lands and tenements at public Sale at the door of said Court House and then and there came John Beatty who bid for the same the Sum of Sixty Seven (67) Dollars and said Sum being more than two thirds of the appraised value thereof and said John Beatty being the highest and best bidder therefor I then and there publicly Sold and Struck off said lands and tenements to him for said Sum of Sixty Seven dollars Fees Sheriffs Sales $5.27 Appts 1.50 Printing 6.00 = $12.77

J. J. Miller Sheriff

Sheriffs Sale. Common Pleas Court. Union County Ohio

George Armstrong vs Abraham Hodges } Order of Sale

By virtue of the above Stated writ to me directed from the Court of Common Pleas of Union County Ohio I will offer at public out cry at the door of the Court House in Marysville in said County on Saturday September 21st 1878 at or about one Oclock P. M. of said day the following property In Lot No. 350 in Beatys addition to the Town of Richwood Union County Ohio Appraised at $100 J. J. Miller Sheriff of Union County O.

P. R. Kerr Attorney for Plaintiff Aug. 20. 1878

The State of Ohio Union County ss. } The undersigned being duly Sworn says that a copy of the annexed notice was published for thirty days in the "Marysville Tribune" a news paper of general circulation in Union County the first publication beginning with August 20th 1878 J. H. Shearer

Sworn to and Subscribed before me this 24th day of Ohio 1878

W. M. Winget Clerk

And afterwards on the 14th day of October 1878 the following was entered in the Journal of said Court which read in the words following to wit:

No 2689

George Armstrong }
vs }
Abraham Hedges } This day this cause came on to be heard On motion of the Plaintiff and on his producing the return of the Sheriff of the Sale made under former Order of this Court. And the Court being advised in the premises and upon carefull examination of the said Sheriff being satisfied that the same have been in all respects in conformity to law and the Orders of this Court

Sale Confirmed

It is Ordered that said proceedings and Sale be and are hereby approved and confirmed. And it is further Ordered that the said Sheriff convey to the purchaser John Beatty by deed in fee Simple the lands and tenements so sold a writ of possession is awarded to put said purchaser in possession of said premises

And the Coming now to distribute the procedes of Sale Amounting to Sixty Seven dollars. It is Ordered that the Sheriff out of the money in his hands pay 1st. the costs in this action taxed at $
2d To the Plaintiff George Armstrong the Amt heretofore found due him with interest to wit $113.75

W M. Winget

Pleas before his Hon. John L Porter Presiding Judge at a Court of Common Pleas begun and held at the Court house in Marysville within and for the County of Union & State of Ohio on the 14 Oct. 1878. Term to open on Dec. 2d 1877 Pet. filed to wit

No 2693

How Machine Sewing Machine Co } Court of Com. Pleas Union Co. Ohio
vs Plaintiffs }
F C. Smith Alexander Gandy & } Petition.
George Armstrong Defendants } The Plaintiffs say that they are a Company formed for the purpose of doing business in Ohio under the firm name of the

Petition

How Sewing Machine Co. and not Incorporated as such.
Plaintiffs Complain of the defendants for that on the 26th day of Nov. 1873 the defendant F C. Smith executed and delivered his several promissory notes to one Wm G. Beatty payable to said Wm G. Beatty or order and that one of said notes of which the following is a copy (with the endorsements thereon) to wit
$31 00 Richwood Nov. 26th 1873 - Sep. 13th 1877 after date I promise to pay to the Order of Wm G. Beatty thirty one dollars at 6 per cent interest from Sep. 13th 1873 Value received
F C. Smith
Endorsed as follows pay John Beatty or Order without recourse Wm G Beatty I assign within to Geo. Armstrong or order with benefit of Mortgage and Guaranty by due course of law John Beatty - Pay Hiram Cockeral without recourse George Armstrong - Pay How Sewing Machine Co H. Cockeral.
was duly assigned to them and they are now the owners & legal holders thereof
Plaintiffs say that the said F C. Smith to secure the payment of said 4 several notes one of which the above described is a copy bing the last of ~~said~~ the 4 to come due gave to said Wm G. Beatty a Mortgage deed for the following real estate Situate in said County of Union to wit In Lot No. 388 in Beatty's addition to the Town of Richwood in said County That said Beatty caused the same to be recorded in the mortgage records of said County Jan 6th 1874 Book 10 page 407.
That said Mortgage had a condition thereunder written as follows Provided nevertheless that whereas the F C. Smith has executed and delivered to said Wm G. Beatty his 4 promissory notes of even date herewith

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Answer & Cross Pet.

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for the Sum of $31 as per Chas money of Said premises each bearing interest from Sept. 13th 1873 now if the Said Smith Shall pay Said notes according to the tenor thereof then these presents Shall be void. Plaintiff Says that the defendants Alex Gandy and George Armstrong claim an interest in Said premises and therefore prays that they may be notified of this proceeding and required to offered and set up their Lerral claims. Plaintiff Says that there is now due and unpaid on the above described note the Sum of $38.20 for which he asks Judgment against the defendant F.C. Smith with interest from the filing of this petition and that Said premises to wit Said Lot No. 388 be deemed by the Court to be appraised advertised and Sold as upon execution and the Judgment so to be rendered paid out of the proceeds of Said Sale and for all proper and equitable relief the case may demand P.R. Kerr Atty for Plaintiffs

State of Ohio Union County SS } P.R. Kerr being Sworn Says he is the Attorney for Plaintiffs in this action and that Said Plaintiffs are Nonresidents of Said County of Union and he believes the Statements and allegations in the foregoing petition to be true P.R. Kerr

Sworn to before me and Subscribed in my presence this 28th 1877

G. B. Hamilton J.P.

Precipe The Clerk will issue Summons for defendant F.C. Smith to Sheriff of Union Co. returnable according to law Judgt & foreclosure of Mtgage P.R. Kerr Atty for Plffs

Thereupon the following writ of Summons was issued by the Clerk of Said Court which reads viz

Summons The State of Ohio Union County SS } To the Sheriff of the County of Union Greeting We command you to Notify F.C. Smith that he & Others have been Sued by the Howe Sewing Machine Co. in the Court of Common Pleas of Union and that unless He Answer by the 2d day of February A.D. 1878 the petition of the Said Howe Sewing Machine Co. 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 14th day of January A.D. 1878

L.S.

W. M. Winget Clerk

Summons Endorsed "In action for Judgment & foreclosure of Mtgage and returned filed Jany. 14. 1878 and duly endorsed by the Sheriff are as follows to wit.

Shffs Returns The State of Ohio Union County SS } Received this Writ January 4th A.D. 1878 at 10 oclock A.M. and pursuant to its command Served on the dfendant leaving a true copy of this writ with the endorsements thereon at his usual place of residence on the 8th day of January 1878 Fees $2.30 J.J. Miller Shff. By W.H. Hauk Dept.

And on the 16th day of February 1878 the following Answer was filed in Said case to wit

Answer & Cross Pet. Howe Machine Co. vs F.C. Smith et al } Court of Com. Pleas Union County O. Cross Petition of George Armstrong.

And now comes the Said defendant George Armstrong and waives the issuing and Service of process and hereby enters his appearance herein and Says that he admits all the allegations in Plaintiffs petition and Says that he is the owner and legal holder of one of the desenbed in Plaintiffs petition of which the following is a copy—

$31.00 Richwood Nov. 26th 1872. September 13th 1876 after date I promise to pay to the Order of William G. Beatty Thirty One 00/100 Dollars at Six per cent Interest from Sept. 13th 1873 Value received F.C. Smith

Endorsed as follows Pay John Beatty without recourse W.G. Beatty

Pay George Armstrong W.G. Beatty. Dfendant George (Says) that Said note is of the notes described in the Mortgage referred to (in) the Plff Petition

and that he has an interest (in) the premises described to the extent of said note. That no part thereof has been paid, therefore defendant asks that an account be taken of the amount due him on said Note and that the priority of liens may be determined said premises decreed to be Sold as upon execution and his claims paid out of the proceeds thereof according to said decree of priority so to be rendered

P. R. Kerr Atty for Defendant Geo. Armstrong

State of Ohio Union County ss.

P. R. Kerr being Sworn says he is Attorney for Geo Armstrong defendant and that the said Armstrong is a non resident of said County and the facts Stated in the foregoing Cross petition are as he believe P. R. Kerr

Jurat — Sworn to before me and Subscribed in my this 16th of Feby 1878 W. M. Winget Clerk

On the 27th of February 1878 the following Entry was made in the Journal of Said Court to wit

Howe S. M. Co — Court of Com. Pleas Union County O.

Entry Judgt Decree & Order of Sale

vs. } This day this cause came on to be heard upon the petition
F. C. Smith et al } of the Plaintiff and cross petition of George Armstrong the other defendant
Still failing to answer or demur to the Petition and cross petition

and the Court being fully advised the premises do find that there is due from the defendant F. C. Smith the Sum of $39.30 as he has alleged in his petition and there is due the defendant George Armstrong from defendant F. C. Smith the Sum of $39.30 as he has alleged in his Cross petition. And the Court further find that the Mortgage described in said plaintiffs petition has become Absolute.

It is therefore decreed by the Court that said Mortgage be foreclosed and that unless said defendant Smith pay within 5 days said Amts then that an Order issue to (the) Sheriff of Union County to Advertise and Sell the premises described in Plffs petition as upon Execution and bring the proceeds into Court for further Order

Afterwards the Clerk of said Court issued the following Order of Sale which reads to wit

Order to Sell

The State of Ohio } To the Sheriff of said County Greeting
Union County ss } Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 11th day of March A.D. 1878 in the cause of Howe Sewing Machine Co. Plaintiff and F. C. Smith and George Armstrong defendants it was Ordered Adjudged and decreed that unless the defendant F. C. Smith pay to the Plff the sum of $39.30 and to the Deft George Armstrong $39.30 within 5 days that an Order issue to the Sheriff of Union Co. Commanding him to Sell according to law the premises described in Plffs petition and bring the proceeds into Court for its future Order. Situate in the County of Union and State of Ohio. Being In Lot No 388 in Beattys addition To the Town of Richwood Ohio. We Therefore command You That you proceed to carry said Order Judgement and decree into execution agreeably to the tenor thereof and that You expose to Sale the above described Real Estate under the Statute regulating Sales on execution and that you apply the proceeds of Such Sale in Satisfaction of said Judgment and decree with costs & interest as Specified therein and you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

(L.S.) Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 9th day of August 1878

W. M. Winget Clerk

Said Order was returned filed and Endorsed by the Sheriff as follows

The State of Ohio } The within described lands and tenements
Union County ss } having been appraised on a former writ in

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the same case by the oaths of S. M. Blake J. B. Miller & J. P. Brookins three disinterested freeholders of the said County who were by me duly sworn to view and appraise the lands and tenements therein described and afterwards on the 15th day of March A. D. 1878 said appraisers returned to me under their hands and seals that they did upon actual view of the premises estimate and appraise the real value in money of the same at Eighty dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 14th day of August 1878 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 21st day of September A.D. 1878 at One O'clock P.M. of said. And having Advertised the said lands & tenements for more than thirty days previous to the day of sale to wit 5 consecutive weeks and in pursuance to said notice I did on said 21st day of September A.D. 1878 at the time and place above mentioned proceed to offer said lands and tenements at public sale at the door of said Court House and then & there came John Beatty and bid for the same the Sum of Fifty three Dollars and said Sum being more than two thirds of the appraised value thereof and said John Beatty being the highest and best bidder therefor, I then and there publicly sold and struck said lands and tenements to him for said sum of Fifty three dollars Fees $9.17

Sheriffs Return

J. J. Miller Sheriff

Sheriffs Sale Court of Common Pleas Union County O.
Howe Sewing Machine Co } Order of Sale.
vs } By virtue of the above Stated writ from
F. C. Smith et al } said Court to me directed I will offer at

Notice

Public Sale at the door of the Court House in Marysville Ohio Saturday September 21st 1878 at or about the hour of One o'clock P. M. of said day the following described premises to wit Situate in the County of Union and State of Ohio being In Lot No 388 in Beattys addition to the Town of Richwood Appraised at $80.00

J. J. Miller Sheriff

P. R. Kerr Atty for Plaintiff August 14th 1878

The State of Ohio } The undersigned being duly Sworn says that a copy
Union County ss } of the annexed Notice was published for thirty days in the Marysville Tribune a newspaper of general circulation in the County of Union the first publication beginning with August 14th 1878

J. H. Shearer

Sworn to before me and signed in my presence this 24th day of Oct. 1878

W. M. Winget Clerk

And on the 14th day of October the following entry was made in the Journal of said Court which reads in the words following to wit

No. 2693

Howe Sewing Machine Co. } This day this Cause came on to be heard
vs } and on Motion of the Plaintiff and
F. C. Smith et al } upon his producing the return of the Sheriff of this Sale made

Confirm of Sale

under a former Order of this Court and the Court upon a careful examination of said proceedings of the Sheriff being Satisfied that proceedings and Sale are in all respects in conformity to law and the Order of this Court It is Ordered that (said) proceedings and Sale be and the same are hereby confirmed And it is further Ordered that said Sheriff convey to the purchaser John Beatty.

John Beatty

by and in fee Simple the Lands and tenuments So Sold, And the Court Coming now to distribute the proceeds of said Sale Amounting to $ 53 00
it is Ordered that the Sheriff pay out of the money in his hands
1st The costs in this action Taxed at $ 2d To the defendant Geo Armstrong
the Sum of $ 39 30 with interest from date of Judgement To Feb 27th 1878
3d To the Plaintiff Howe S. M. Co $ 39 30 with interest from date of Judgment
or So much thereof as said proceeds will pay after paying said 1st & 2d
Items as above Stated

Attest W M Winger Clerk

Pleas before His Honor John L. Porter Presiding Judge at a Court of Common Pleas begun and held at the House in Marysville within & for the County of Union and State of Ohio on the 27th day of February A.D. 1878. Heretofore on the 29th day of December 1877 the following Petition was filed with the Clerk of said Court to wit

No. 2692

The Howe Sewing Machine Company Plff
vs
Jesse Redman & George Armstrong Defts

Petition
Court of Common Pleas Union Co. Ohio

Petition

The Plaintiffs Say they are a Company formed for the purpose of doing business in the State of Ohio under the firm name of the Howe Sewing Machine Co and not incorporated as Such and complain of the defendant for that on the 15th day of Dec. 1873 Jesse Redman the defendant executed and delivered to Wm G. Beatty or order and Plaintiffs say that one of said notes of which the following is a copy to wit,

$ 30 20/100 Richwood Ohio December 15th 1873. September 13th 1877 After date I promise to pay to the Order of Wm G. Beatty thirty and 20/100 Dollars at 6 per cent Interest from Sept 13th 1873 Value received
Jesse Redman

Endorsed as follows - Pay John Beatty or order without recourse W. G. Beatty.
I assign the within to Geo. Armstrong or order with benefit of Mortgage and the collection by due course of law
John Beatty
Pay Hiram Cockeral or oder without recourse Geo Armstrong. Pay Howe S. M. Co
Hiram Cockeral. was assigned to the Plaintiffs are they are now the legal owners and holders thereof. Plaintiffs Say there is now due and unpaid on Said note the Sum of $ 38 25. Plaintiffs Say that to Secure the payment of 4 Several promissory notes given at the Same time of the above notes of which the above described note is one Said Jesse Redman executed and delivered to Said Wm G. Beatty a Mortgage deed upon the following real estate Situate in the following real estate situate in the County of Union aforesaid to wit. In Lot No. 373. in Beattys addition to the Town of Richwood in Said County. which Mortgage has a Condition therein written as follows Provided nevertheless that whereas the Said Jesse Redman has this day executed to the Said W. G. Beatty, his 4 Several promissory notes for $ 30 20/100 each for the purchase money of Said Lot No. 373. each Note note bearing interest at 6 per ct. from the 13th day of Sept. 1873.
Now if the Said Jesse Redman Shall pay notes according to the tenor thereof then these presents Shall be void. Said Mortgage was by Said W. G. Beatty cause to be recorded on the 6th day of Jan 1874 in the Mortgage Records of Said County Book 10 page 410 of Said Records.
Plaintiffs Say that Said defts Geo. Armstrong claims an interest in Said premises and asks that he be notified of this action and required to appear and Set up his Said claims.
Plaintiffs ask Judgement against Said Jesse Redman for the Sum of $ 38 25

and interest thereon from Dec. 13th 1877 and costs of this Suit and that said premises be ordered by the Court to be appraised advertised and Sold and said Judgment so to be rendered paid from the proceeds of said Sale and for proper and equitable relief the case may demand P. R. Kerr Atty's for Plaintiffs

State of Ohio Union Co. ss. } P. R. Kerr being Sworn says he is the Atty. for the Plaintiffs
Joint in this action and that said Plaintiffs are Nonresidents of said County and now absent therefrom and that he believes the Statements and allegations in the foregoing Petition to be true P. R. Kerr

Sworn to before me and Subscribed in my presence this 28. day of Dec. 1877 G. B. Hamilton J.P.

I hereby waive the issuing of process and enter the appearance of Geo. Armstrong herein P. R. Kerr Atty for Geo. Armstrong.

Precipe The Clerk will issue Summons for Capt. Jesse Redman directed to Sheriff of Union County O. returnable according to law P. R. Kerr Atty for Plaintiff

Thereupon the following writ of Summons was issued which reads as follows to wit

Summons The State of Ohio Union County ss } To the Sheriff of the County of Union Greeting.
We Command you to Notify Jesse Redman that he & another have bin Sued by The Howe Sewing Machine Co. in the Court of Common Pleas of Union County and that unless he answer by the 2d day of January A.D. 1878 the petition of said Howe Sewing Machine Co. 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 14th day of January A.D. 1878

Witness My hand and the Seal of said this 4th day of January A.D. 1878
W. M. Winget Clerk

This was endorsed For action for Judgment & foreclosure of mortgage and was duly returned filed Endorsed by the Sheriff as follows to wit

The State of Ohio Union County ss } Received this Writ January 4th A.D. 1878 at 10 o'clock A.M. And pursuant to its Command Served on the defendant Jesse Redman by leaving a certified copy of this writ with the endorsements thereon at his usual place of residence on the 8th day of January 1878 Fees $2.30 J. J. Miller Sheriff By W. H. Houtz Depty

Afterwards the following Answer & Cross petition was filed in said case which reads to wit

Howe S. M. Co. } Court of Com. Pleas Union Co. O. Cross Petition of Geo.
Answer & Cross Pet. vs } Armstrong And now comes the Defendant Geo. Armstrong
Jesse Redman et al } and waives process and enters his appearance herein and says he is the legal holder of one of the notes described in Pltffs petition of which the following is a copy

$30 00 Richwood O. Dec. 15th 1873 Sept. 13th 1876 after date I promise to the Order of William G. Beatty thirty dollars at 6 per cent interest from Sep 13th 1873 value Rec'd Jesse Redman

Defendant says he admits all the facts stated in Plaintiffs Petition and says that he the defendant has an interest in said premises described in the mortgage in said petition to the extent of said note and that no part of the same has been paid Wherefore Defendant prays that an account be taken of the amount due him upon said note that said premises be decreed to be sold as upon Execution and defendants claim be paid from the proceeds thereof according to the priority of liens as shall be determined by the Court P. R. Kerr Atty for Defendant

State of Ohio Union County ss } P. R. Kerr being Sworn says he is the Attorney for the Defendant Geo. Armstrong and that said Defendant is a Nonresident of said County and that the facts stated in this Cross petition are true as he believes P. R. Kerr

Sworn to before me and Subscribed in my presence
this 16th day of Feby 1878
W. M. Winget Clerk

Afterwards on the 27th day of February 1878 the following Entry was made in the Journal of said Court

Howe Sewing Machine Co } Court of Com. Pleas Union Co. O.
vs
Jesse Redman et al } This day this cause came on to heard upon the petition of the Plaintiff and Cross petition of the Defendant Geo. Armstrong and the other defendants Still failing to Answer or demur to said Petition. And the Court being fully advised in the premises do find that there is due the Plaintiff from the defendant Jesse Redman the Sum of $38 35 as he has alleged in his petition And there is due to the defendant George Armstrong from the Defendant Jesse Redman the Sum of $38 35 as he has alleged in his Cross petition And the Court further find that the Mortgage described in Plaintiffs petition has become absolute.

Entry

Judgt & Salord.

It is therefore decreed by the Court that said Mortgage be foreclosed and unless defendant Jesse Redman shall pay said Sum of money within 5 days that an Order issue to the Sheriff of Union County to Appraise Advertise and Sell as upon Execution the premises described in Plaintiffs Petition and bring the proceeds into Court for further Order

Attest W. M. Winget Clerk

Pleas before his Honor John L. Poler Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville in & for the County of Union in the State of Ohio on the 7th day of February 1879. Heretofore on the 23rd day of July 1878 the following Petition was filed with the Clerk of said Court which reads to wit

No 2972

J. J. Burdge } In the Court of Common Pleas Union Co Ohio
vs
Alexander Gandy
Eliza Gandy Lee & Co &
H. Sabine } Petition.

The Plaintiff Says

Petition

1st On the 12th day of April A.D. 1877 the Defendant Alex Gandy made and delivered to Lee & Co. his certain promissory Note of that date and thereby promised to pay the said Lee & Co. the Sum of Ninety four dollars and Sixty three ($94 63/100) with interest thereon at 8 pr cent in Six months after the date thereof for value received a true of said Note is as follows

$94 63/100 Richwood April 12th 1877 Six months after date we for value received promise to pay to the Order of Lee & Co at Richwood Ohio ninety four 63/100 dollars We hereby authorize any Attorney at to appear for us or either of us in any Court of Record in the State of Ohio or elsewhere and waive the issuing and Service of process and confess Judgement in favor of the holders of said Note against us or any One or more of us for the Amount of said Note and interest and interest on said Judgement at the rate of 8 pr cent together with costs of Suit and release all errors and waive all right of ~~Appeal~~ Second Trial in said action Witness our hand and Seal this 12th day of April 1877 Alex. Gandy [Seal]

Indorsed on said Note is the following "Pay J. J. Burdge or order Lee & Co"

2. The defendant Alex Gandy on the 12th day of April A.D. 1878 to secure the payment of said Note Executed and delivered to said Lee & Co his mortgage deed and thereby conveyed to the Lee & Co or assignees the following Lands and Tenements Situate in said County of Union and State of Ohio described as follows Situated in the Incorporated Village of Richwood being a lot of land owned by G. W. Court bounded and described as follows All of the land lying between the Beatty addition to said Village of Richwood on the west

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Precipe

Summons

and the land of the heirs of Ross on the East and the lands of G.W. Court recently deeded (6) James Butler on the South and the lands of W.P. Hozier on the North being the same Ld Sold to said Alex Gandy by the said G.W. Court containing 2 & 3/4 acres

2d The conditions contained in said deed was in substance that if the said Alex Gandy should well and truly pay the said note as aforesaid at its maturity with the interest thereon then the said Mortgage deed should be void otherwise in full force effect

3d On the 21st day of April A.D. 1877 at 10 o'clock A.M. the Mortgage was delivered to the Recorder of said County of Union to be him entered on the record and was Recorded the same day

4th The said deed has become absolute There is due and remaining unpaid upon said indebtedness the sum of ninety four dollars & 63/100 and interest from the 12th day of April A.D. 1877 at 8%

5th On the 6th day of Dec. A.D. 1876 the defendants Alex Gandy & Eliza Gandy Executed a Mortgage deed to the Defendant H Sabins on said premises to secure and conditioned to pay the sum of $114 00 dollars and which Mortgage was given the said H Sabins to Indemnify him as Surety for the said Alex Gandy and which Mortgage was on the 6th day of December A.D. 1876 to the Recorder of said County to be entered by him on record and was recorded Dec. 20th 1876

7 The plaintiff does not Know whether the said defendant H. Sabins has at this time any Subsisting lien upon said premises and he demands proof of the same

8. The plaintiff J.J. Burdge Says that on the 22d day of February A.D. 1878 the said Lee & Co. assigned and transferred said Mortgage Deed and Note to him for a valuable consideration and that he is the owner of said Note and Mortgage and that the same and that the same is due and unpaid.

9th Therefore the plaintiff asks that his said Mortgage may be foreclosed the priorities of liens determined the said lands & tenements ordered to be sold and the proceeds applied to the payment of the debt due him and Execution awarded for the balance

W L. Sewell Atty for Pltff

J.J. Burdge being duly Sworn Says that he believes the facts set forth in this his foregoing petition to be true

J.J. Burdge

Sworn to before me by J.J. Burdge and by him Subscribed in my presence this 23d day of July A.D. 1878

W.M. Winget Clerk By Jabez Randall Deply

To Clerk Issue Summons to Sheriff of Champaign County Ohio upon the petition in the above case Returnable according to law for Alex Gandy & Elizabeth Gandy amount claimed $94 63/100 with interest from the 12th day of April A.D. 1877.

Thereupon the following writ of Summons was issued which reads as follows

The State of Ohio Union County ss To the Sheriff of the County of Champaign Greting

We command you to notify Alexander Gandy and Eliza Gandy that they and others have been sued by J.J. Burdge in the Court of Common Pleas of Union County and that unless they Answer by the 24th day of August A.D. 1878 the petition of the said J.J. Burge 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 5th day of August A.D. 1878

Witness my hand and the Seal of said Court this 23d day of July A.D. 1878

W.M. Witness Clerk By Jabez Randall Deply

Said Summons was endorsed "Indorsed in Action for foreclosure Amt claimed $94 63/100 with interest from the 12th day of April A.D. 1877 and this Summons was returned filed and duly endorsed by the Shff as follows to wit,

Over

The State of Ohio Champaign County ss Received this writ July 25th A.D. 1878 and pursuant to its command I did on the same day the within named Eliza Gandy by delivering to her a true copy of the writ and on same day I served the within named Alexander Gandy by leaving a true copy of this writ at his usual place of residence Fees $6.05 Sheffs return

Saml C. Boles Shff Champaign Co. Ohio

Also the following Summons was issued which reads in the following words to wit The State of Ohio Union County ss To the Sheriff of the County of Union Greting We command you to Notify Hylas Sabine that he and others ben Sued by J.J. Burge in the Court of Common Pleas of Union County and that unless they answer by the 24th day of August A.D. 1878 the petition of the said J.J. Burdge against them filed in the Clerks office of said Court such petition will be taken as true and Judgement rendered accordingly Summons to Union Co

You will make due return of this Summons on the 5th day of August A.D. 1878

Witness my hand and the Seal of said Court this 24th day of July A.D. 1878

W. M. Winget Clerk By Jabez Randall Deputy

Said Summons was Endorsed "In Action for foreclosure Amount Claimed $94 63/100 with interest from the 12th day of April 1877 and was returned filed and duly endorsed by the Sheriff of said County as follows to wit. Sheffs Return

The State of Ohio Union County ss. Received this writ July 24th A.D. 1878 at one oclock P.M. and pursuant to its command Served the same July 31st 1878 by delivering to the within named Hylas Sabine a certified copy of this writ with the endorsements thereon Fees $ 2.50

J.J. Miller Sheriff

Afterwards the following answer and Cross Petition was filed in case to wit

J.J. Burdge vs Alex Gandy H. Sabine et al

Court of Com Pleas Union County O.

Answer and Cross Petition Answer of Sabine

and now comes the Defendant H. Sabine and files this his Answer and Cross Petition in this action and Says that on or about the 1st day of Dec 1876 he became Surety for Stay of Execution upon the Docket of J.B. Sidle Justice of the Peace in Claibourne Tp Union County O. on a Judgment in favor of the Bank of Richwood against the said Alex Gandy for $114 00 the said Gandy on or about the same time executed and delivered to said H. Sabine a Mortgage deed of the premises described in Plaintiffs Petition as follows to wit in the Incorporated Village of Richwood in said County and being a lot of land formerly owned by G.W. Court bound and described as follows all of the land lying between the Beatty addition to the Village of Richwood on the west and the lands of the heirs of Hiram Ross on the East and the lands of G.W. Court recently Sold to James Butler on the South Yard of W.P. Hazen on the north containing 2 2/3 acres as indemnity against loss by reason of becoming Surety as aforsaid that said Mortgage deed was left for Record with the Recorder of said County on the 6th day of Dec. 1876 and Recorded same day that said Mortgage deed has become absolute by reason of the failure of said Gandy to pay or cause to be paid said Judgment on the Docket of said W.J. Woods Justice of the Peace that said Gandy has removed from the County of Union and has no property in said County other than the premises herein described that by reason of the default of said Gandy to pay said

Judgment the same Obligations said defend taken of by reason of Sale of Sa be 1st a appr Defendan Burdge h said petit

State of O for said the State in the foreg Sworn to 1878 On the 12th J.J. Burd vs Alex Gand Ga It is consid him in tha there is due descried pr per annum It is there of the said due as afo And it is Defendant plaintiff to of Suit an cause the appraised proceeds o matters all other and on the J.J. Burd vs Alex Gandy that on or him and before Geo. of Isaac

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Answer & Cross Pet. of Woodruff

Judgment he the defendant H. Sabine has been unable to pay & satisfy the same and that he has so satisfied said Judgement by his own obligations to said Bank of Richwood owners of said Judgement Wherefore said defendant H. Sabine prays Judgment that an account may be taken of the indebtedness of the said Alex Gandy to the said H. Sabine by reason of the premises and that an Order issue from this Court for the Sale of said premises as upon Execution and that the proceeds thereof be 1st applied to the payment of said indebtedness to said H. Sabine Defendant H. Sabine says that he admits that said Plaintiff J. J. Burdge has a Mortgage upon said premises as alleged in his said petition but that the Mortgage of this Dependant is prior thereto

P. R. Iler Atty for H. Sabine

State of Ohio Union Co. ss P. R. Iler being Sworn says he is Attorney for said Defd H. Sabine and that said Sabine is now absent from the State of Ohio and that he believes the Statements & allegations in the foregoing Cross petition are true P. R. Iler

Sworn to before and Subscribed in my presence this 9th day of Sep. 1878 W. M. Winget

first

On the 12th day of October 1878 the following Entry was made in the Journal of said Court viz

J. J. Burdge vs Alex Gandy et als — Foreclosure of Mortgage

And now comes the said J. J. Burdge by Robinson & Piper his Attorneys and the Defendants Alex Gandy & Eliza Gandy and Lee and company still failing to demur or Answer

Answer & Cross Pet. of Woodruff

It is considered that said Plaintiff is entitled to an account of money due him in the premises and the Court after hearing the evidence do find that there is due to the said plaintiff on the Note and Mortgage in the petition described the Sum of One Hundred & Two & 20/100 dollars with interest at 8 per cent per Annum from the 12th day of October A. D. 1878

It is therefore considered by the said Court here that the said Plaintiff recover of the said Defendant Alex Gandy the said Sum of $102 20/100 the Sum so found due as aforesaid with eight per cent interest And also his costs taxed to $

And it is further Ordered Adjudged and decreed that in case the said Defendant Alex Gandy fails for ten days from this date to pay to the said plaintiff the said Sum of $102 20/100 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 tenments in the petition described to be appraised advertised and Sold according to law and bring the proceeds of said Sale into Court for further Orders and as to all matters of priorities of liens and distribution of proceeds and all other matters this cause is continued.

And on the 12th day of November 1878 the following Cross Petition was filed to wit

J. J. Burdge Plaintiff vs Alex Gandy et al Defendants — In the Court of Common Pleas Union County O

And now comes J. J. Woodruff and by leave of the Court is made a party defendant in this action and files Answer and Cross petition herein & Says that on or about the 15th day of Jan. 1877 a Judgement was taken against him and the said Alexander Gandy jointly for the Sum of $93 00 including costs before Geo. B. Hamilton a Justice of the Peace of said County in favor of Isaac Eberly & Co. That prior to said time to wit on or about the 1st ~~day~~

of Jan 1876 the said Alexander Gandy as the said J.J. Woodruff became Surety on the docket of said Justice for Stay of Execution on a certain Judgment in favr of said Isaac Ebrly & Co for the Sum of $155 & Costs and against H.B. Woodruff and W.L. Rogers that at the time of the expiration of said Stay said Woodruff and said Rogers was Insolvent and unable to said Judgment & failed and neglected to do so and are Still insolvent and unable to pay said Judgment Whereupon on or about the 1st of Nov 1876 the said J.J. Woodruff Surety as aforesaid paid to said Geo. B. Hamilton on said Judgment of $155 — the Sum of $75 — the balace of said Judgment Still remaining unpaid Judgment was taken against the said Alex Gandy and J.J. Woodruff for the Sum of $93 — on which Judgment the said J.J. Woodruff paid to said Justice on or about the 1st of Feb 1877 the Sum of $25 — Whereupon the said Isaac Ebrly & Co caused a Transcript of said Judgment to be filed in this Court and Execution issued and levied upon the premises discribed in Plaintiffs petition said Transcript was filed with the Clerk of this Court on the 16th day of April 1877 said premises were Appraised Advertized & offered for Sale by the Sheriff and returned not Sold for want of bidders Whereupon on or about the first Of May 1878 the said J.J. Woodruff procured the balance of said Judgment & interest & costs to be paid to the Clerk Of this Court to wit $104 — by one Michael Kramer to whom said Judgment was assigned by said Ebrly & Consideration therof. That afterwards the J.J. Woodruff to wit on the 15th day of August 1878 paid to said M. Kramer said $104 — with interest and took an assignment from said M. Kramer. That said Alexander Gandy has never paid upon said Judgment any thing except the Sum of Six dollars which was made out of the Sale of Some property taken on Execution. That said Judgment became a lien upon the premises described in Plaintiffs petition by reason of the filing of the Transcript thereof as aforesaid and prior to the Mortgage lien of Plaintiff Wherefor the Defendant J.J. Woodruff prays that an account be taken of the Amt. due him in equity from the said Alexander Gandy by reason of the aforesaid Judgment interest & costs paid as aforesaid and that he may Subrogated to rights of the rights of the said Ebrly & Co by reason of the assignments to him aforesaid and that upon the Sale of said premises as prayed for in plaintiffs Petition said Amt so to be found due Defendant Woodruff from the said Gandy be paid out of the proceeds thereof and that the Same may be adjudged to be a prior lien and better lien than the Mortgage lien of the Plaintiff upon said premises And for all other and further relief the case may in equity demand P. R. Kerr Atty for Deft J.J. Woodruff

State of Ohio Union County ss. J.J. Woodruff being Sworn says the Statements and Allegations in the foregoing cross petition are true J.J. Woodruff
Sworn to before me and Subscribed in my presence this 11th day of Nov. 1878
M. W. Hill J.P.

Afterwards the following Order of Sale was issued which reads as follows to wit
The State of Ohio } To the Sheriff of said County — Greeting
Union County ss. } Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 12th day of October A.D. 1878 in the cause of J.J. Burdge Plaintiff and Alex. Gandy et als Defendants it was Ordered adjudged and decreed as follows to wit. That in case the said defendants fails for ten days from this date to pay to the Plaintiff the Sum of $102 20

Order of Sale

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Order of Sale

with costs of Suit an Order issue to the Sheriff of said County commanding him to cause the Lands and tenements in the petition described to be appraised and Sold according to law and bring the proceeds of said Sale into Court for further Orders.

Description of Lands. Situate in Union County and State of Ohio and in the Incorporated Village of Richwood being a lot of land formerly owned by G.W. Coons bounded and described as follows all of the land lying between the Beatty Addition to the said Village of Richwood on the West and the land of the heirs of Rose on the East and the lands of G.W. Coons recently deeded to James Cutler on the South and the lands of W.P. Hazen on the North being the same lot Sold to Alex Gandy by the said G.W. Coons Containing 2 2/3 acres

We therefore Command you That you proceed to carry said Order Judgment and decree into execution agreeable to the tenor thereof and that you expose to Sale the above described real estate Under the Statute regulating Sales on and that you apply the proceeds of such Sale in Satisfaction of said Judgments and decree with costs and interest as Specified therein and that you make of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Witness my Signature as Clerk of said Court of Common Pleas and the Seal of said Court at Marysville this 12th day of November 1878

W.M. Winget Clerk

Said Order was returned filed and Endorsed by the Sheriff as follows to wit,

The State of Ohio } In obedience to the command of the Order of Sale hereto annexed
Union County SS } I did on the 19th day of November 1878 Summon L. Frank Gile Andrew Watson and Winget Harriman three disinterested freeholders of said County who were by me duly Sworn to view and appraise the Lands and tenements therein described and afterwards On the 19th day of November A.D. 1878 said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real value in Money of the same at One hundred & thirty (130) Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 27th day of November 1878 I caused ~~xxxx~~ ~~to be xxxxxx~~ to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said Lands and tenements to be Sold at public Sale at the door of the Court House of said County on the 4th day of January A.D. 1879 at One oclock P.M. of said day. And having advertised the said Lands and tenements for more than thirty days previous to the day of Sale to wit five consecutive weeks and in pursuance to said Notice I did on said 4th day of January A.D. 1879 at the time and place above mentioned proceed to offer said Lands and tenements at public Sale at the door of said Court House and then and there came J.J. Woodruff who bid for the same the Sum of Eighty Seven (87) Dollars & said Sum being more than two thirds the appraid value thereof and said J.J. Woodruff being the highest and best bidder thereof I then and there publickly Sold and Struck off said Lands and tenements to him for said Sum of Eighty Seven dollars

Costs Shff $7.51 Appr. 1.50 Printer 9.00 = $18.01 J.F. Miller Sheriff

Notice. Sheriff's Sale. Common Pleas Court Union County. O.

J. J. Burge
vs
Alexander Gandy et al

Order of Sale.

By virtue of the above Stated writ from said Court to me directed I will offer at public Sale at the door of the Court House in Marysville in said County on Saturday January 4th 1879 at or about the hour of One oclock P.M. of said day the following described Lands and tenements Situate in the County of Union

and State of Ohio and in the Incorporated Village of Richwood being a lot of land formerly owned by G.W. Courts bounded and described as follows All of the land lying between the Beatty addition to said Village of Richwood on the west and the land of the heirs of Rose on the east and the lands of G.W. Courts recently deeded to James Butler on the South and the lands of W.P. Hazen on the north being the same lot sold to Alexander Gandy by said G.W. Courts containing 2⅓ acres. Appraised at $130.00 Terms of Sale Cash Nov. 27th 1878

The State of Ohio } J. J. Miller Sheriff of Union County Ohio
Union County SS } The undersigned being duly Sworn Says that a copy of the Annexed Notice was published for five Consecutive weeks in the Marysville Tribune a News paper of general circulation in the County of Union the first publication beginning with Nov. 27. 1878 W. O. Shearer

Jurat Sworn to and Subscribed before me this 6th day of February 1879
W. M. Winget Clerk

On the 7th day of Febuary 1879 the following Entry was made in the Journal of said Court to wit.

J. J. Burge } Court of Com. Pleas Union County O.
vs } This day came the Plaintiff by his Attorneys Robinson & Piper
Alexander Gandy et al } and also came the Defendants H. Sabine by his Atty P.R. Kerr and this cause coming on to be heard upon the Motion of said Defendant to confirm the Sale heretofore made by Order of the Court of the premises in plaintiffs Petition by the Sheriff of said County. And said Defendant produced to the Court the return of the Sheriff of said Sale and the Court being fully advised in the premises do find that said Sale was in all respects in accordance of law and the Order of this Court Wherepon it is Ordered and adjudged by this Court that said Sale be and the Sale be and the same is hereby confirmed and and Said Sheriff is hereby Ordered to make to the purchaser of said premises J. J. Woodruff a deed of Conveyance of said premises in pursuance of Law.
And the Court coming now to the question of distribution of the proceeds of said Sale Do Order that the Sheriff pay first the taxes due upon said premises 2d Pay the costs taxed in this suit and 3d to the Defd. H. Sabine his claim as setforth in Cross petition filed herein to wit $114.00 and that he bring the residue of said proceeds if any there be into Court for further Order.

Attest) W. M. Winget Clerk

Pleas before His Honor John L. Porter 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 14th day of October 1878 Thereupon on the 29th day of December 1877 the following Petition was filed in said Court which reads to wit

No 2691 The Howe Sewing Machine Company Plaintiffs
vs
Alexander Gandy and George Armstrong Defendants } Court of Common Pleas Union County Ohio Petition.

Petition The plaintiffs say they are Company of Persons doing business in the State of Ohio under the firm name of the Howe Sewing Machine Company and not incorporated as such and that they complain of the Defendants for that on the 13th day of Dec. 1873 the said Alexander Gandy executed & delivered to one Wm G. Beatty his 4 several promisory notes and the following is a true copy of the 4th one of said notes to wit.

$37.00 Richwood Union County Ohio Dec. 13th 1873 — September 13th 1877

Jurat

Precipe

Waiver of Summons

Summons

after date I promise to pay to the Order of W G Beatty Thirty Seven Dollars at 6per cent
interest from the 10th day Sept. 1873 Value received Alex Gandy
Endorsed as follows Pay John Beatty or order without Recourse Wm G Beatty
I assign within to Geo. Armstrong or Order with benefit of Mortgage and Guaranty
collection by due Courts of Law John Beatty. Pay Hiram Cockrell or order without
Recourse George Armstrong — Pay Howe Sewing Machine Co. H. Cockrell
Plaintiffs Say they are now the legal Owners and holders of said Note with benefit of
the Mortgage herein described — Plaintiffs Say that in Order to Secure the payment of said
4 several Notes including the one above described the defendant Alex Gandy executed
and delivered to said Wm G. Beatty his Mortgage deed for the following premises to wit,
Situate in Union Co. Ohio and being In Lot No. 389 in Beatty's Addition to the Town
of Richwood in said County which Mortgage had a Condition thereunder written as
follows Provided nevertheless that whereas the said Alex. Gandy has this day executed
to the said Wm G. Beatty or order his 4 promissory notes for $37 00 each this note given
for purchase money of said premises Now if the said Alex Gandy shall well and
truly pay said notes according to the tenor thereof then these presents shall be void
That said Mortgage was duly Recorded in the Mortgage Records of said
County on January 6th 1874 Book 10 page 408 of said Records.
Plaintiffs further Say that defts George Armstrong claims an Interest in said
premises and therefore asks that he may be Notified of this proceeding and required
to Answer and Set up his said interest
Plaintiffs Say there is now due and unpaid on said note herein described
the Sum of $42,45 for which Amount they ask Judgment against the said defts
Alex Gandy with interest from filing of the Petition and that said discribed premises
to wit Lot No 389 in Beatty's addition of the Town of Richwood be decreed by
the Court be appraised advertised and Sold as upon Execution and the Judgment
so to be rendered paid from the proceeds of said Sale &c for all necessary relief
P. R. Kerr Atty for Plaintiff

State of Ohio }
Union County ss } P. R. Kerr being Sworn Says he is the Attorney of the Plaintiffs
in this case and they are nonresidents of and now absent from said County
of Union and that he believes the Statements and allegations in the foregoing
Petition to be true
P. R. Kerr

Jurat — Sworn to before me and Subscribed in my presence this 28th day of Dec. 1877 G. B. Hamilton J P

The Clerk will issue Summons to the Defts Alex Gandy and direct the Same to
Sheriff of Champaign Co Ohio returnable according to law P. R. Kerr Atty for Plaintiff

Praecipe — I hereby waive the issuing of process and enter the appearance of Geo Armstrong
herein
P. R. Kerr Atty for Geo Armstrong

Waiver of Armstrong

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 the County of Champaign Greeting

Summons — We command you to Notify Alexander Gandy that he & another have been Sued by
The Howe Sewing Machine Co. in the Court of Common Pleas of Union County and
that unless he answer by the 9th day of February A.D. 1878 the petition of the said The
Howe Sewing Machine Co 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 21st day of January A.D. 1878
Witness my hand and the Seal of said Court this 12th day
Of January A.D. 1878
W. M. Wingt Clerk

And said Summons was Endorsed as follows to wit In action for Judgment
and foreclosure of Mortgage and was returned & filed Jany 21. 1878 Endorsed to wit

Shffs Return

The State of Ohio Champaign County ss } Received this writ January 14th A.D. 1878 and pursuant to its command I did on the 15th day of January 1878 Serve the the within named Alexander Gandy by leaving a true copy of this writ at his usual place of Residence Fees $4.50 Sam'l C. Buler Shff of Champaign Co. Ohio

On the 27th day of February 1878 the following Entry was made in the Journal of Said Court Viz

Howe Sewing Machine Co. } Court of Com. Pleas Union County O.
vs } This day this Cause came on to be heard upon the
Alexander Gandy et al } Petition of the Plaintiff an Cross petition of the Defendant George Armstrong and the other defendants Still failing to Answer or demur to Said petitions, and the Court being fully advised in the premises do find that there is due from the defendant Alexander Gandy to the Plaintiff the Sum of $46.88 as he has alleged in his petition and that there is due the Defendant George Armstrong as he has alleged in his cross petition the Sum of $46.88 And it is further found by the Court that Said Mortgage described by in Plaintiffs petition has become Absolute. It is therefor decreed by the Court that Said Mortgage be foreclosed and that unless the Said Gandy Shall pay Said amount in 5 days that an Order issue to the Sheriff of Said County of Union to appraise advertise and Sell as upon execution the premises in Plaintiff's petition and bring the proceeds into Court for further Order.

Entry & Decree

Afterwards the following Order of Sale was issued by the Clerk of Said Court which reads to wit

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

Whereas at a term of the Court of Common Pleas held at Marysville in and for Said County on the 27th day of February A.D. 1878 in the cause of Howe Sewing Machine Co Plaintiff And Alexander Gandy & George Armstrong Defendant. It was Ordered adjudged and decreed as follows to wit. That unless the defendant Alex. Gandy pay to the plaintiff $46.88 and to the defendant Geo Armstrong $46.88 & costs of Suit within 5 days that an Order issue to the Sheriff of Union County commanding him to Sell according to Law the premises described in Plaintiffs Petition and bring the proceeds into Court Situate in Union Co. Ohio Being In Lot No 389 in Beattys Addition to the Town of Richwood. We Therefore Command You That you proceed to carry Said Order Judgement and decree into execution agreeably to the tenor thereof and that you expose to Sale the above described Real Estate under the Statute regulating Sales on Execution and that you you apply the proceeds of Said Sale in Satisfaction of Said Judgement and decree with costs and interest as Specified therein and that you make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof and bring this Order with you

Order of Sale

Witness my Signature as Clerk of Said Court of Common Pleas and the Seal of Said Court at Marysville this 9th day of August 1878 A.D.

W. M. Winget Clerk

Shffs Return

The State of Ohio Union County ss } The within described lands & tenements having been appraised on a former writ in this Same case by the oaths S. M. Blake J. B. Mills & J. P. Brookins three disinterested freeholders of Said County who were by me duly Sworn to view and Appraise Said lands and tenements therein described and afterwards on the 15th day of March A.D. 1878 Said appraisers returned to me under their hands and Seals that they did upon actual view of the premises estimate and appraise the real Value in Money of the Same at Eighty five dollars A certified copy of Said appraisal I forthwith deposited in the office of the Clerk of the

Shffs Return

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Confirm of Sale

Court of Common Pleas of said County. And on the 14th day of August 1878 I caused
Shffs Return
to be advertised in the Marysville Tribune (a newspaper printed and published and of general
circulation in Union County) said lands and tenements to be Sold at public Sale at the door
of the Court House of said County on the 21st day of September A.D. 1878 at one
o'clock P.M. of said day And having advertised said lands and tenements for more
than thirty days previous to the day of Sale to wit. five consecutive weeks and in
pursuance of said notice I did on said 21st day of September A.D. 1878 at the
time and place above mentioned proceed to offer said lands and tenements at
public Sale at the door of said Court House and then there came John Beatty
who bid for the same the Sum of Fifty Seven 50/100 Dollars and said sum
being more than two thirds the appraised value thereof and said John Beatty
being the highest and best bidder thereof I then and there publicly Sold & Struck
off said lands and tenements to him for said Sum of Fifty Seven 50/100 Dollars

Shffs fees $3.17 Printers $6.00 $9.17 J.J. Miller Sheriff

And on the 24th of Oct. 1878 the Proof of publication was filed in said case which reads to wit

Howe Sewing Machine Co } Sheriffs Sale.
vs } Court of Common Pleas of Union County Ohio
Alexander Gandy et al } Order of Sale.

By virtue of the above Stated writ from said Court to me directed
I will offer at public Sale at the door of the Court House Marysville Union County Ohio
On Saturday September 21. 1878 at or about the hour of One o'clock P.M. of said day
the following described premises to wit. Situate in Union County Ohio being In
Lot No. 389 in Beattys addition to the town of Richwood. Appraised at $85.00
August 14. 1878. P.R. Kerr Atty for Plff J.J. Miller Sheriff

The State of Ohio Union County ss } The undersigned being duly Sworn says that a copy
of the annexed Notice was published for thirty days in the Marysville Tribune
a newspaper of general circulation in the County of Union the first publication beginning
with August 14th 1878 W.A. Shaver
Sworn to and Subscribed before this 24th day of October 1878 Wm. Winget Clerk
And on the 14th of October 1878 the following Entry was made in the Journal of said Court to wit

Confirm of Sale

Howe Sewing Machine Co } This day this cause came on to heard on Motion
vs } of the Plaintiff and upon his producing the return
Alex Gandy et. al, } of the Sheriff of the Sale made under former Order of this Court and the
Court upon careful examination of the proceedings of said Sheriff being Satisfied
that said proceedings have been in all respects in conformity to the Law & the Order of
this Court. It is Ordered that said proceedings & Sale be and the same are hereby
Confirmed and it is further Ordered that said Sheriff convey to the purchaser John
Beatty by deed in fee Simple the lands & tenements so Sold and a writ of possession
is awarded to put the purchaser in possession of said premises. And the Court
coming now to distribute the proceeds of said Sale - Armstrong to Fifty Seven 50/100 dollars
It is Ordered that said Shff. pay out of the money in hands first the costs in this action
taxed at $ 2d To George Armstrong Defendant the Sum of $46.88 with interest from date
of Judgement and the balance if any there be to plaintiff Howe Sewing M. Co

Attest Wm Winget Clerk

Pleas before his Honor John L. Porter Presiding Judge at a Court of Comm on Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union in the State of Ohio on the 12th day of September A.D. 1878

No. 2993 Heretofore to wit on the 3d day of August 1878 the following Petition was filed with the the Clerk of Said Court which reads to wit

Joseph B. Linsly Plaintiff } Court of Common Pleas
vs } Union County Ohio
William T. Jones & Mary A. Jones Defendants } Petition

Plaintiff says that the Defendant William T. Jones on the 2d day April 1877 executed & delived to him a certain promissay note which the following is a true copy

Petition $500 one year after date I promise to pay to Joseph B. Linsly or order Five Hundred dollars with 8 per cent interest Value Rec'd April 2d 1877 William T. Jones

Plaintiff further says the Defendants William T. Jones and Mary A. Jones to secure the payment of said Note on said 2d day of April 1877 executed and delivered to said Plaintiff a Mortgage Deed by which they conveyed to said Plaintiff his heirs & assigns the following Real Estate Situate in Said County of Union & described as follows Lots No. Nine Ten Eleven Twelve and Thirteen (9-10-11-12&13) in Courts Subdivision of Twenty Eight & One half acres of land bought by him (Courts) of Cyre Landon as Recorded Plat of Said Subdivision duly Recorded among the Records of Said County for a more particular understanding of the location of Said Lots. Which Mortgage deed was duly recorded in Mortgage Book No. 13 April 14th 1877 That Mortgage deed had a Condition therein written as follows "That whereas Said Wm T. Jones has executed to Said Joseph B. Linsly his promissory note of even date herewith for Five Hundred dollars with 8 per cent interest from date due in one year from date. Now if the Said Jones faithfully pays Said note when it becomes due Then these presents Shall be Void. & S. & Mortgaged & Plaintiff's the conditions of the Said Mortgage deed have been broken and Said Mortgage deed has become Absolute.

That Said note has not been paid nor any part thereof that there is due & unpaid thereon the Sum of $500 with 8 per cent pr interest from April 2d 1877 Wherefore Plaintiff Prays Judgment against Said Wm T. Jones for the Sum of $500 with 8 per cent interest from April 2d 1877 And that Said Mortgage may be foreclosed and Said premises therein described be Ordered to be appraised advertised and Sold and payment to be made of Said Judgment So to be rendered out of the proceeds thereof

P. R. Kerr Atty for Plaintiff

State of Ohio Union County S.S. } Joseph B. Linsly the Plaintiff being duly

Jurat Sworn Says the allegations in the foregoing Petition are true

J. B. Linsley

Sworn to before me and Subscribed in my presence this 31st day of July 1877

W. B. Stubert Notary Public Union Co. Ohio

Precipe The Clerk will issue Summons for Defendants to Sheriff of Union County returnable according to Law Endorse Amount Claimed $500 with 8 per ct interest from April 2d 1877 and prayer for foreclosure P. R. Kerr Atty for Plaintiff

Thereupon the following Summons was issued by the Clerk of Said Court which reads to wit

Summons The State of Ohio } To the Sheriff of the County of Union Greeting
Union County SS } We command you to Notify William T. Jone and Mary A Jones that they have been Sued by Joseph B. Linsly in the Court of Common Pleas of Union County and that unless they Answer by the 31st day of August A.D. 1878 the petition of the Said Joseph B. Linsly against them filed in the Clerks Office of Said Court Such petition will be taken as true & Judgement rendered accordingly

Writs Returns

You will [illegible]
Witness [illegible] J.S.
Said Summons [illegible]
Sept 8 [illegible] from [illegible]
The State of [illegible]
Union Co[illegible]
to the [illegible]
and at the [illegible]
named W[illegible]

No 2993

and after [illegible]
J. B. Li[illegible]
vs
W. T. Jone[illegible]
premises fo[illegible]
and Mar[illegible]
Same is a[illegible]
and dec[illegible]
So found [illegible]
from this Co[illegible]
Sell as up[illegible]
the Amou[illegible]

Howe Sew[illegible]

A. W. Fran[illegible]
On th[illegible]
A.D. 1877 th[illegible]
The Howe[illegible]

2696

A. W. Fra[illegible]
Y[illegible]
the State
Petition Company
that on [illegible]
delivered
of which
Sep. 13th [illegible]
One & 40/100
endorsed
I assign
guarant[illegible]
Pay to [illegible]
Pay to [illegible]
Plaintiff
that they

You will make due Return of this Summons of on the 12th day of August A.D. 1878
Witness my hand and the Seal of said Court this 3d day of August A.D. 1878
W. M. Winget Clerk

Said Summons was endorsed as follows "In action for Foreclosure of Mtgage Amt claimed $500 with 8% int from April 2d 1877 and was duly returned filed and endorsed by said Sheriff as follows to wit

Sheffs Return

The State of Ohio } Received this writ August 3d A.D. 1878 at one O'clock P.M. and
Union County ss } pursuant to its command Served the Same August 9th 1878 by delivering
to the within Mary A. Jones a certified copy of this writ with the endorsements thereon
and at the same time (August 9th 1878) leaving at the usual place of residence of the within
named W.Y. Jones a certified copy of this writ with the endorsements thereon

J.J. Miller Sheriff

And afterwards on the 12th day September 1878 was Entered in the Journal of said Court to wit

No 2913

J. B. Linsly vs W.Y. Jones et al } This day this cause came on to be heard upon the Petition of the Plaintiff and the Defendants still failing to Answer or demur thereto and the Court being fully advised in the premises find there is due from the Defendant to the Plaintiff upon his note and Mtgage as he has alleged in his petition the Sum of $557.43 and that the Same is a lien the premises described in Plaintiffs petition. Wherefore it is Ordered and decreed by the Court, that upon the failure of the Defendant to pay said amount so found to be due with 8 per cent interest in ten days from this date an Order issue from this Court to Sheriff of Union County commanding him to appraise advertise and Sell as upon Executions the said premises and pay to Plaintiff from the proceeds the Amount of $557.43 with 8 per cent interest from this date.

W.M. Winget Clerk

2696

Howe Sewing Machine Co vs A. W. Franklin et al } Pleas before his Honor John L. Porter Presiding Judge at a Court of Common Pleas begun and held at the Court House in Marysville within and State of Ohio

On the 27th day of February A.D. 1878 Heretofore on the 29th day of December A.D. 1877 the following petition was filed with the Clerk of said Court which reads to wit

The Howe Sewing Machine Company Plaintiff vs A. W. Franklin Ross Scott and Geo. Armstrong Defts } Court of Common Pleas Union Co. Ohio } Petition,

Petition

The plaintiffs say they are a Company of persons doing business in the State of Ohio under the firm name of The Howe Sewing Machine Company and not incorporated as such and complain of the Defts. for that on the 4th day of October 1873 the said A.W. Franklin made and delivered to One Wm G. Beatty or order 4 Several promissory Notes the 4th one of which notes the following is a Copy "$29.20 Richwood O. Oct 4th 1873 Sep. 13th 1877 after date I promise to pay to the Order of W.G. Beatty Thirty One 40/100 dollars at 6 per cent interest from Sep 13th 1873 Value received A.W. Franklin endorsed as follows Pay John Beatty or Order without recourse W.G. Beatty I assign within to Geroge Armstrong or order with benefit of Mortgage and guarantee collection by due course of law John Beatty
Pay A. Wisam Cockrell or order without recourse Geroge Armstrong
Pay Howe Sewing Machine Company A. Cockrell

Plaintiffs Say the above described note is now in their possession and that they are and that they are the legal owners and holders thereof

Plaintiffs Say that the said defendant A.W. Franklin for the purpose of securing the said Note including the one above described executed & delivered to said W.G. Beatty his Mortgage deed for the following Real estate Situate in Union County and being In Lot No. 380 in Beatty's Addition to the Town of Richwood in said County That said Mortgage had a condition thereunder written to wit Provided Nevertheless that whereas the said A.W. Franklin has executed and delivered to said W.G. Beatty or order his 4 promissory Notes for the Sum of $31.42 each given for purchase Money for said Lot No. 380 Now if the said A.W. Franklin shall well and truly pay said Notes according to the tenor thereof then these presents shall be void. That said Mortgage was was duly Recorded in the Mortgage Records of said County Book 10 page 403 Jan. 5th 1874. Plaintiff Says that Ross Scott & George Armstrong each claim an interest in said premises and ask that they may be Notified of this Proceeding and required Answer and Set up their said interests

Plaintiff says that said Defts A.W. Franklin has not paid said note nor any part thereof and that there is now due & unpaid thereon the Sum of $39.40 thereby said Mortgage has became Absolute therefore Said plaintiffs pray Judgement against said Defts A.W. Franklin for said Sum of $39.40 with interest thereon from the filing of this petition and that said premises be deemed by the Court to be appraised advertised and Sold as upon Execution the Judgment So to be rendered by the Court paid from the proceeds thereof and for necessary relief

P.R. Kerr Atty for Plffs

Jurat — State of Ohio Union County ss. P.R. Kerr being Sworn Says he is the Atty for Plaintiff in this Suit that they are non resident of and are now absent from said County and that he believes the Statements and allegations in the foregoing petition to be true

P.R. Kerr

Sworn to before me and Subscribed in my presence this 28th day of Dec. 1877

G.B. Hamilton J.P.

Praecipe — The Clerk will issue Summons for the Defts Ross Scott & A.W. Franklin directed to the Sheriff of Union County Returnable according to law P.R. Kerr Atty for Plff

I hereby waive the issuing of process and enter the appearance of Geo. Armstrong herein

P.R. Kerr Atty for Armstrong

Summons — Afterward the following writ of Summons was issued by the Clerk of said Ct

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

We Command you to Notify A.W. Franklin and Ross Scott that they (or either) have been Sued by The Howe Sewing Machine Co. in the Court of Commons Pleas of Union County and that unless they Answer by the 2d day of February A.D. 1878 the petition of said Howe Sewing Machine Co 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 14th day of January A.D. 1878

(L.S.) Witness my hand and the Seal of said Court this 4th day of January A.D. 1878 W.M. Winget Clerk

and said Summons was endorsed Judgement and foreclosure of Mortgage

P.R. Kerr Plffs Atty

January 14 1878 Summons returned filed and endorsed by the Sheriff to wit

The State of Ohio ss. Received this writ January 4th A.D. 1878 at 4 o'clock

Union County ss. P.M. and pursuant to its command personally served on the defendants A.W. Franklin and Ross Scott on the 8th day of

---

Gross Pet. of Armstrong

Jurat

Journal Entry

Petition

2695

January 18
Sheriff's fee
Afterwards
Howe Se
v
A.W. Fran
Of One of
$31.43/100
the Order
1873 Va
Defend an
interest in
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Execution
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attorney fo
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On the 27
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A.W. F
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George Arm
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Sheriff of U
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The How
Charles

January 1878 delivering to each of them a certified copy of this writ with the endorsements thereon
Sheriffs fees $3.10 J. J. Miller Sheriff By W. H. Houk Deputy
Afterwards on the 16th of February 1878 the following Cross petition was filed in said case to wit

Howe Sewing Machine Co } Court of Common Pleas Union County O.
vs } Cross Petition
A. W. Franklin et al } And Comes George Armstrong Defendant and waives

Cross Pet. of Armstrong

notice and Enters his appearance herein and says that he is the legal holder
of One of the Notes discribed in Plaintiffs Petition of which the following is a copy
$31 4/100 Richwood O October 14th 1873 Sep. 13th 1876 after date I promise to pay to
the Order of William G. Beally thirty One 4/100 dollars 6 per cent interest from Sep 13th
1873 Value received A. W. Franklin
Defendant Says that he admits all the facts Stated and Says that he claims an
interest in the premises discribed in Mortgage referred to in said petition that the said
note is secured by said Mortgage and that the same or any part thereof has never
been paid Wherefore this defendant prays that an account may be taken of the
amount due him on said note and that said premises may be sold as upon
Execution & his claim be paid from the proceeds thereof according to the priority of
liens as the same shall be determined by the Court P. R. Kerr Atty for Deft.
State of Ohio Union County ss P. R. Kerr being Sworn Says that he is the
Attorney for said defendant George Armstrong and that the defendant is a non resident
of said County and that the facts Stated in this Cross petition are true as he believes

Jurat

P. R. Kerr
Sworn to before me and Subscribed in my pruance this 16th day of Feby 1878
W. M. Winget Clerk

On the 27th day of Feby 1878 the following Entry was made in the Journal of said Court to wit

Howe Sewing Machine Co. } Court of Common Pleas Union County Ohio
vs } This day this cause came on to be heard upon
A. W. Franklin et al } the petition of the Plaintiff and Cross Petition of

Journal Entry

George Armstrong Defendant and the other defendants Still failing to answer
or demur to said petition and the Court being fully advised in the premises
do find that there is due from the defendant A. W. Franklin to the Plaintiff the
Sum of $37.00 as he has alleged in his petition and that there is due the defendant
George Armstrong from said Defendant A. W. Franklin the Sum of $37.00 and the Court further
find that the Mortgage discribed in Plaintiffs Petition has become Absolute
It is therefore decreed by the Court that said Mortgage be foreclosed and that unless said
defendant A. W. Franklin pay the said Sums of money within 5 days that an Order issue to the
Sheriff of Union County to appraise advertise and Sell the premises discribed in said petition
as upon Execution and bring the proceeds thereof into Court for further Order.

Attest W. M. Winget Clerk

X
2695

Pleas before his Honor John L. Porter Presiding Judge at a Court of Common Pleas begun
and held at the Court House in the Town of Marysville within & for the County of Union and
State of Ohio on the 27th day of February 1878 Heretofore on 29th day of December 1877
the following Petition was filed with the Clerk of said Court which reads as follows to wit

Petition

The Howe Sewing Machine Company Plaintiffs } Court of Common Pleas
vs } Union County Ohio
Charles Baldwin and George Armstrong Defts } Petition.

The Plaintiffs Say they are a Company of Persons doing business in the

State of Ohio under the name of The Howe Sewing Machine Co. and not Incorporated as such and complains of the defendants for that on the 25th day of Dec. 1873 the defendant Charles Baldwin made and delivered to one Wm G. Beatty his 4 promissory notes the 4th of which the following is a copy $41oo Richwood O Dec. 25th 1873. Sept. 13th 1877 after date I promise to pay to the Order of W. G. Beatty forty one dollars at 6 per cent interest from Sept. 13. 1873 Value received Charles Baldwin
Endorsed as follows Pay John Beatty or order without recourse Wm G. Beatty
I assign within to Geo. Armstrong or order with Benefit of Mortgage & Guarantee collection by due course of law John Beatty. Pay Hiram Cockerill
Or order without Recourse Geo. Armstrong.
Pay Howe Sewing Machine Company H. Cockerill

Petition Continued

Plaintiffs Say that in Order to Secure the payment of said notes including One herein described the said Charles Baldwin executed and delivered his Motgage deed to the said Wm G. Beatty for the following described premises Situate in said County of Union being In Lot No. 364 in Beatty's addition to the Town of Richwood in said County that said Mortgage and had a Condition thereunder written as follows Provided Nevertheless that Whereas the said Charles Baldwin has made and delivered to said W.G. Beatty his 4 promissory notes for $41oo each for the purchase money of said premises now if the said Charles Baldwin shall well & truly pay said notes according to the tenor thereof then these presents shall be void
That said Mortgage deed was duly recorded in the Mortgage records of said County Book 10 Page 44 Janry. 9th 1874.
Plaintiff Says that the defendant George Armstrong claims an interest in said premises and asks that he may be notified of this procuding and required to set up his claim.
Plaintiffs Say there is due and unpaid on said above described note the Sum of $41oo. dollars with interest thereon from Sep. 13th 1873 whereby said Mortgage Wherefore plaintiff prays Judgment against the said Charles Baldwin for said Sum of $41oo dollars with interest thereon and that said premises may be decreed by this Court to be Appraised Advertised and Sold as upon Execution and the proceeds thereof applied to the payment of said indebtedness and for all proper relief.
P. R. Kerr Atty for Plaintiff

Jurat

State of Ohio Union County ss } P. R. Kerr being Sworn Says he is the Attorney for Plaintiffs in this action and that they are nonresidents of said County of Union and now absent therefrom and that he believes the Statements and allegations in the foregoing petition to be true
P. R. Kerr
Sworn to before me and Subscribed in my presence this 28th day of Dec 1877
G. B. Hamilton J.P.

Precipe

The Clerk will issue Summons for defendant Charles Baldwin directed to Sheriff of Marion County returnable according to Law
P. R. Kerr Atty for Plaintiff

Waiver of Armstrong

I hereby waive the issuing of process and enter the appearance of George Armstrong herein
P. R. Kerr Atty for Geo. Armstrong

Summons

Thereupon the following writ of Summons was issued by the Clerk of said Court
The State of Ohio } To the Sheriff of the County of Marion Greeting
Union County ss } We command you to notify Charles Baldwin that suit and others have been sued by The Howe Sewing machine Co

in the Court of Common Pleas of Union County and that unless they answer by the 9th day of February A.D. 1878 the petition of the said Howe Sewing Machine Co. against them filed in the clerks of said Court such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 21st day of January A.D. 1878

Witness my hand and the Seal of said Court this 12th day of January A.D. 1878

W. M. Winget Clerk

This Summons was endorsed "An action for Judgement & foreclosure of Mortgage and was returned & filed Jany 21st 1878. Endorsed by said Sheriff as follows to wit.

Sheffs return

The State of Ohio } Received this writ January 15th A.D. 1878 at 8 o'clock A.M. and
Marion County ss } pursuant to its command I served the same on the 17th day of January A.D. 1878 by leaving a true Copy of this writ with the endorsements thereon at the usual place of residence of the within Defendant Charles Baldwin

Fees of Sheriff $3,90

S.A. Guthrie Sheriff

Afterwards on the 16th day of February 1878 the Cross petition was filed in said Court to wit.

Cross Pet.

Howe Sewing Machine Co } Court of Com. Pleas. Union County Ohio
vs } Cross Petition.
Charles Baldwin et al }

And comes the defendant and waives the issuing and service of process and enters his appearance herein and says that he admits all the facts stated in plaintiffs petition and that he the defendant is the legal holder of one of the notes described in Plaintiffs petition of which note the following is a copy

$41 00 Richwood O. Dec. 25th 1873 Sep. 13th 1876 after date I promise to pay to pay to the Order of Wm G. Beatty forty one dollars 6 per cent interest from the 13th day of Sep. 1873 Value Received Charles Baldwin

Defendant says this note nor any part thereof has never been paid and that the payment of said note was secured by the Mortgage referred to in plaintiffs petition and he claims an interest in said premises therein described to the extent of said note.

Wherefore Defendant prays that an account may be taken of the amount due him on said note and that said premises may be sold as upon Execution and payment of his claim paid from the proceeds thereof according to priority of liens determined by the Court

P. R. Kerr Atty for Deft Geo. Armstrong

Affid

State of Ohio } P. R. Kerr being sworn says he is the Attorney for the defendant Geo
Union County ss } Armstrong that said defendant is a nonresident of said County and that he believes the allegations in the foregoing Cross Petition to be true

P. R. Kerr

Sworn to before me and Subscribed in my presence this 16th day of Feby 1878

W. M. Winget Clerk

Entry

Afterwards on the 27th 1878 the following Entry was made in the Journal of said Court to wit

Howe Sewing Machine Co } Court of Common Pleas Union County Ohio
vs } This day this cause came on to be heard upon the
Charles Baldwin et al } Petition of the Plaintiff and cross petition of George Armstrong Defendant and the other defendants still failing to answer or demur to said Petition and the Court being fully advised in the premises do find that there is due the Plaintiff from the defendant Charles Baldwin the Sum of $52 00 as he has alleged in his petition and that there is due the said George Armstrong as he has alleged in his cross petition from the said Defendant Charles Baldwin the Sum of $52 00 and the Court further find that the Mortgage described in Plaintiffs Petition has become absolute It is therefore Ordered and decreed by the Court that unless said Defendant Baldwin pay said sums within 5 days

that an Order issue to Sheriff of Union County to Appraise advertise and Sell as upon Execution the property described in said petition and that the proceeds thereof be brought into Court for further Order

W. M. Weigel. Clerk

No 2727

Edward Stubblefield & others
vs
Leonard Dawn & others

Pleas before Honorable John L. Porter Judge at a court of common Pleas begun and held at the court house in the town of Marysville within and for the county of Union and State of Ohio on the 15th day of February A.D. 1879. Heretofore to-wit-on the 11th day of January A.D. 1878 a Petition was filed with the Clerk of said Court which reades as follows viz:

Petition

Edward Stubblefield. Margaret & George Solomon John Stubblefield. Jane & William Fair. Jamene Stubblefield Albertine & Jacob Scott. Tennessee & Robert Hale. Joseph Laing Richard Laing. George R Laing. Rebecca & John D. Stone Jane & Thomas W. Denson Mary Catlet. Nannie W. Booth and David Mulford. Plaintiffs

Against

Leonard Dawn. John H. Sterling. James L. Fisk William McElroy and Cornelius Fisk. Defendants

In the Court of Common Pleas of the County of Union in the State of Ohio-

The said Plaintiffs say that they have a legal estate in and are entitled to the possession of the following real estate in said County of Union to-wit the four thousand seven hundred and sixteen, ten thousandths parts of the four hundred and forty one acres known as the Middle Lot of the Stubblefield Survey of No 9901 and 10780 which Middle Lot is described as follows and which Middle Lot has been recently divided by the defendants into five Lots as follows. Leonard Dawn 224 29/100 acres.

Being part of Da Mil Surveys No 9901 & 10780 in Jackson township in the county of Union and State of Ohio- Being the North half of a Lot of Land as the Middle One third part of said Survey as Set off to John H Robinson in the partition of said Survey Bounded and described as follows-

Beginning in the North line of said Survey at the North East corner of the West one third part of said Survey Set off to Robert Robinson in said partition of said Survey and known as the Stewart Robinson Lands. Thence with the North line of said Survey N. 81° E. 172 poles to the North west corner of the Lot known in the partition of said Survey as the East one third part thereof Set off to Robt M Briggs in said partition Thence with the west line of said Briggs Lot S. 9° E 206 poles to the corner of Land in possession of John H Sterling.

Thence with said Sterlings line S. 8° W. 175 poles to the east line of the Stewart Robinson Lands- Thence with the East line of Stewart Robinson No 9 W 203 poles to the place of beginning Containing 224 29/100 acres

John H. Sterling - 124 1/4 Acres

Being part of Da Mil Survey Nos 9901 & 10780 in Jackson Township in the County of Union and State of Ohio. Being a part of the Middle one third part of said Survey as Set off to John H. Robinson in the Partition of said Survey, Bounded and described as follows- Beginning in the East line of the Lot known as the west one third of said Survey as Set off to Robert Robinson in the said

partition of said Survey, now known as the Stewart-Robinson Lands at a point 20 6 poles S. 9° E from the North East Corner of said Stewart-Robinson Lands Being at the South West corner of Leonard Damm 22¼ acre Lot- Thence with Leonard Damms South line N 81° E 176 poles to the west line of the Lot known as the East one third part of said Survey as set off to Robt-M. Briggs in the said Partition of said Survey. Thence with the said Briggs line S 9° E 113 3/100 poles to a corner of Lands in possession of Fish Thence with Fish's line S. 81° W 176 poles to the E line of the Stuart-Robinson Lands Thence with the line of said Stuart-Robinson N. 9° W. 113 3/100 poles to the said corner of Leonard Damm, Containing 124/100 acres

Wm. McElroy Jun 25 acres

Being part of Va Mil. Surveys Nos 9901 & 10780 in Jackson township in the county of Union and State of Ohio. Being a part of the Middle one third part of said Survey Set off to John H. Sterling in the partition of said Survey Bounded and discribed as follows- Beginning in the South line of said Survey known as the Greenville Treaty line at the South east corner of the west one third part of said Survey as Set off in said partition of said Survey to Robert Robinson now known as the Stewart Robinson Lands. Thence with the East line of said Stewart Robinson N. 9° W. 91 82/100 poles to the South west corner of Lands in possession of John H. Sterling- Thence with said Sterlings line N. 81° E. 43.37 poles to a corner of Jos. Fish Thence with the west line of said Fish S. 9° E. 91.82 poles to the said Greenville Treaty line. Thence with the said Treaty line S. 81° W. 43.37 poles to the place of Beginning containing 23 acres.

Cornelius & or James L. Fish 43 acres

Being part of Va Mil Surveys Nos 9901 & 10780 in Jackson Township in the County of Union and State of Ohio. Being the a part of the South half of the Middle one third part of said Survey Set off to John H. Robinson in the partition of said Survey- Bounded and described as follows. Beginning in the South line of said Survey known as the Greenville Treaty Line at a point in said line distant 43.37 poles N. 81° E from the South East corner of the west one third part of said Survey as Set off in said partition of said Survey to Robert Robinson now known as the Stuart-Robinson Lands which is the South East corner of Wm McElroys 25 acre Lot- Thence with said McElroys line N. 9° W. 91 82 poles to the South line of Lands in possession of John H. Sterling- Thence with said Sterlings line N. 81° E 78.41 poles. Thence S. 9° E. to the said Greenville treaty line 91.82 poles Thence with the said Treaty line S. 81° W 78.41 poles to the place of beginning Containing 45 acres.

Jas L. Fish 30 acres.

Being Part of Va Mil Surveys Nos 9901 & 10780. in Jackson township in the County of Union and State of Ohio. Being part of the South half of the Middle one third part of said Surveys Set off to John H. Robinson in the Partition of said Survey. Bounded and described as follows. Beginning in the South line of said Survey at the South west corner of East-one third part of said Survey Set off to Robt M. Briggs in the said partition of Surveys- Thence with the said Survey line known as the Greenville Treaty line S 81° W 32.22 poles- Thence N 9° W 91.82 poles to Sterlings line. Thence N. 81° E 32.22 poles with Sterlings line to the west line of the said Briggs Lot. Thence with the said Briggs line S. 9° E 91.82 poles to the place of beginning containing 30 acres And the defendants unlawfully keep the plaintiffs out of the possession of the premises aforesaid. The defendants from the first day of January 1878 have unlawfully kept the plaintiffs out of the possession of the premises

in the first count mentioned to the plaintiffs damage one dollar.

The plaintiffs therefore pray judgment against defendants for the recovery of the possession of the said premises and for said sum of one Dollar damage aforesaid. Robinson & Piper Pltffs Attys

The state of Ohio Union County ss.

David Imelford one of the plaintiffs being duly sworn deposes and says the allegations of the foregoing petition are all true as he believes.

D. Imelford

Sworn to before me & subscribed in my presence this 11th of Jany 1878.

W. M. Wright Clerk

The defendants above named viz Leonard Dawn, John H. Sterling Cornelius Fish Wm M. McElroy James L. Fish by their attorneys A. J. Sterling come & waive process & enter their appearance in the above case. Jan 11th 1878

A. James Sterling

Afterward on the 4th day of Feb 4th 1878 the following answer was filed with the Clerk of said Court which reads as follows. viz

Edward Stubblefield Margaret & George Solomon
John Stubblefield, Jane and M. E. Fair Damond Stubblefield
Albertine & Jacob Scott, Tennessee & Robert Hall, Joseph
Ewing, Richard Ewing George R Ewing, Rebecca & John
D. Stone Jane & Thomas W. Denson, Mary Catlett
Nannie Booth & David Imelford Plaintiffs

Court of Common Pleas Union County Ohio

against

Leonard Dawn John H. Sterling James L. Fisk
Wm McElroy and Cornelius Fish. Defendants

Answer

The defendants come and for their answer say that they admit that they occupy the several lots or tracts of land described as being divided and occupied by them in the petition of the plaintiffs

They deny each and every other allegation contained in said petition.

Sterling & Ayers. Attys for Defendants

State of Ohio Union County ss. James L. Fish one of the defendants being by me first duly sworn says the facts stated and allegations made in the above answer are true as he believes. J. L. Fish

Sworn to before me by James L. Fish and dijned by him in my presence this 1st day of February A.D. 1878. W. H. Ferguson Notary Public (Seal)

Afterward on the 20th day of March 1878 the following Entry was made on the Journal of said Court which reads as follows. viz;

Entry

Edward Stubblefield Margaret Solomon, & George Solomon, John Stubblefield Albertine & Jacob Scott, Tennessee Hall & Robert Hall, Joseph Ewing, Richard Ewing, George R. Ewing Rebecca & John D Stone, Jane & Thomas ~~Stone~~ W. Denson Mary Catlett, Nannie W. Booth & David Imelford

Against

Leonard Dawn, John H. Sterling, James L. Fish
Wm McElroy and Cornelius L. Fish Defendants.

This day come the parties and submitted this cause to the court and waived a trial by jury and thereupon the court being fully advised in the premises do find for the plaintiffs on the issues joined between them and therefore it is considered ordered and adjudged by the court that plaintiffs recover of the said Leonard

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Damm the four thousand seven Hundred & Sixteen five Thousandth parts of the 224 20/100 acres in said petition described as in said Damms possession.

Also that the plaintiff recover from said John H. Sterling the same proportion of the said 12 4/10 acres in his possession as set forth in said petition.

Also that the plaintiffs recover of said Wm McElroy the same proportion of the 25 acres in said petition described as in his possession

Also that the plaintiffs recover of Cornelius E. Fish the same proportion of the 45 acres in said petition described as in his possession.

Also that plaintiffs recover of said James L. Fish the same proportion of the 30 acres in said petition described as in his possession. And it is further considered ordered and adjudged by the Court that plaintiffs recover of each of said defendants the Sum of One cent damages by them sustained by reason of the premises together with one fifth of their costs each expended in this case taxed to $

And thereupon the said Leonard Damm John H. Sterling, James L. Fish Wm McElroy and Cornelius E. Fish each applied for their allowance to them each the benefit of the occupying Claimants Law for pay for improvements made upon said premises and thereupon the Court being fully informed in the premises do allow said Motion and the said defendants are hereby allowed the benefits of said occupying claimants Law by which a jury is to be called to make appraisement according to law of the value of improvements made on each of said lots and the value of the land without improvements and the value of the rents as required by law and for that purpose this cause is continued.

Afterward to-wit on the 30th day of September 1878 the following order was issued (by order of the Plaintiffs) which reads as follows viz

Order

The State of Ohio. To the Sheriff of Union County, Greeting;

Whereas on the 20th day of May 1878 Edward Stubblefield, Margaret and George Solomon, John Stubblefield Jane and W. L. Fair Samuel Stubblefield Albertine & Jacob dec'd, Jennie & Robert Hall, Joseph Young, Richard Young George R. Young, Rebecca & John D. Stone, Jane & Thomas W. Brown, Mary Catlett Nannie W. Booth and David Mulford Plaintiffs

Against

Leonard Damm, John H. Sterling, James L. Fish William McElroy and Cornelius Fish defendants, In a certain civil action lately pending in our Court of Common Pleas within and for the said County of Union for the parts of the following Lands and Tenements to. wit;

1st 224 27/100 acres in the possession of Leonard Damm described as follows Being part of Va Mil Surveys No 9901 & 10780 in Jackson Township in the County of Union and State of Ohio. Being the North half of a lot of land known as the Middle one third part of said said Survey as set off to John H. Robinson in the partition of said Survey Bounded and described as follows. Beginning in the north line of said Survey at the North East corner of the west one third part of said Survey set off to Robert Robinson in said partition of said Survey and now known as the Stewart Robinson Lands. Thence with the North line of said Survey N. 81° E 173 poles to the north west corner of the lot known in the partition of said Survey as the East one third part thereof set off to Robert M. Briggs in said partition. Thence with the west line of said Briggs Lot S. 9° E 2 0 6 poles to the corner of Lands in possession

of John H. Sterling- Thence with said Sterlings line S. 81° W. 175 poles to the east line of the Stewart-Robinson Lands. Thence with the east line of Stewart-Robinson N. 9° W. 205 to the place of beginning.

2d 124/10 In possession of John H. Sterling

Being part of Da Mil Survey No 9901 & 10780 in Jackson township in the County of Union and State of Ohio. Being a part of the Middle one third part of said Survey as set off to John H. Robinson in the Partition of said Survey. Bounded and described as follows. Beginning in the east line of the lot known as the west one third of said Survey as set off to Robert Robinson in the said partition of said Survey now known as the Stewart-Robinson Lands at a point 205 poles S. 9° E from the north east corner of said Stewart-Robinson Lands being at the South west corner of Leonard Daums 224 acre lot-

Thence With Leonard Daums South line N 81° E 175 poles to the west line of the lot known as the east one third part of said Survey as set off to Robert M Briggs in said partition of said Survey- Thence with the said Briggs line S. 9° E. 113 3/100 poles to a corner of land in possession of Fish Thence with Fishs line S 81° W. 175 poles to the East line of Stewart-Robinson Lands thence with the line of said Stuart-Robinson N 9° W. 113 13/100 poles to the said corner of Leonard Daum-

3d- 23 acres In possession of William McElroy.

Being part of Da Mil Survey No 9901 & 10780 in Jackson township in the County of Union and State of Ohio. Being a part of the Middle one third part of said Survey set-off to John H. Robinson in the partition of said Survey, Bounded and described as follows- Beginning in the South line of said Survey known as the Greenville Treaty line at the South east-corner of the west one third part of said Survey as set off in said partition of said Survey to Robert Robinson Now known as the Stuart-Robinson Lands- thence with the east line of said Stewart-Robinson N 9° W 91 82/100 poles to the South west corner of Lands in possession of John H. Sterling- Thence with said Sterlings line N 81° E. 43.57 poles to a corner of Ja's L. Fish- Thence with the west line of said Fish S 9° E 91,82/100 poles to said Greenville Treaty line- Thence with the said Treaty line S. 81° W. 43.57 poles to the place of beginning-

4th- 15 Acres in possession of Cornelius L. Fish

Being part of Da Mil. Survey No 9901 & 10780 in Jackson Township in the County of Union and State of Ohio. Being a part of the South half of the Middle one third part of said Survey set off to John H Robinson in the partition of said Survey-

Bounded and described as follows; Beginning in the South line of said Survey known as the Greenville Treaty line at a point in said line distant 43.57 poles N. 81° E from the South east-corner of the west one third part of said Survey as set off in said partition of said Survey to Robert Robinson, Now known as the Stuart-Robinson Lands, Which is the South E Corner of Wm McElroy 26 acre lot- Thence with said McElroy line N. 9° W. 91.82 Poles to the South line of lands in possession of John Sterling Thence with said Sterlings line N. 81° E. 78.41 poles- Thence S. 9° E. to the said Greenville Treaty line 91.82 poles- Thence with the said Treaty line S. 81° W 78.41 poles to place of beginning-

5th- 30 Acres in possession of James L. Fish-

Being Part of Da Mil Survey No 9901 & 10780 in Jackson township in the county of Union and State of Ohio- Being Part of the South half of the

South half of the middle one third part of said Survey set off to John D. Robinson in the Partition of said Survey. Bounded and described as follows. Beginning at the South line of said Survey at the south west corner of East one third part of said Survey set off to Robt M. Briggs in the said partition of Survey. Thence with the said Survey line, known as the Greenville Treaty line. S. 81° W 52.22 poles. Thence N 9° W 91.82 poles to Sterlings line. Thence N. 81° E. 52.22 poles with Sterlings line to the west line of the said Briggs lot. Thence with the said Briggs line S. 9° E 91.82 poles to the place of beginning.

And Whereas, also, upon the rendition of said judgment one said Court of Common Pleas, on application for that purpose granted to the said Leonard Dawn. John D. Sterling James L. Fish. William McElroy and Cornelius Fish, the benefits of the Statute for the relief of occupying Claimants; We therefore command you that without delay by the oaths of C. S. Robertson. T. M. Bodley. John Curry. Andrew Berghtler John Markee. A. P. Harvey. Corsen Bird. David Middleton. G. W. Donnelley. John Liggett. John D. Trickey and J. M. Keller. and upon a view of the premises you cause to be made a just and true assessment of the value of all lasting and valuable improvements made upon the lands and tenements aforesaid by the said Leonard Dawn John D. Sterling. James L. Fish. William McElroy and Cornelius Fish, or by any person or persons under whom the said Leonard Dawn John D. Sterling. James L. Fish. William McElroy and Cornelius Fish hold the same previous to the 11th day of January A.D. 1878 and also in like manner, you cause to be made a just and true assessment of the damages, if any, which the said lands & tenements may have sustained by waste together with the just annual value of the rents and profits which the said Leonard Dawn. John D. Sterling. James L. Fish. William McElroy and Cornelius Fish may have received from the same from and after the 20th day of May A.D. 1878 deducting the amount of such rents & profits from the Estimated value of the lasting and valuable improvements aforesaid; Also that in like manner, you cause to be made a just and true assessment of the value of the said lands and tenements on the 20 day of May 1878 Exclusive of the improvements made thereon and of the damages sustained by waste as aforesaid; and of this writ make Legal Service and due return.

Witness Wm Winget Clerk of our said Court of Commn Pleas at Marysville this 30th day of September A.D. 1878
Seal
W. M. Winget Clerk

Afterward to-wit on the 31st day of October 1878 said Order was returned and filed Endorsed as follows viz:

Sheriff's Return

Pursuant to the Command of this writ I did on the 3rd day of October 1878 Summon the within named Jurors to be and appear before me at Richwood Ohio on Thursday the 10th day of October 1878 at 10 o'clock A. M of said day and at said time and place I called said Jurors when only C. S. Robertson. Corsen Bird. John Markell. John D. Trickey A. P. Harvey and J. M. Keller answered to call. The other Jurors named in the writ not responding. I proceeded to Summon. W. B Stubert. L. Webster. William Cassiday. James Mulvain A. W. Briggs and John Moores Sr and after qualifying the

above named Jurors according to the Statute in such case made and provided & conducted said Jurors to the lands described in this writ and on the 11th day of October 1878 after actual view of the premises therein described said Jurors made return to me as per Statement hereunto attached to which reference is hereby made. Jurors Fees C.D. Robertson $6.00 John Markell $6. A.P. Harvey $6.00 Gorham Bird $6.00 John W. Trickey $6.00 J.M. Fowler $6.00 L. Webster $5.00 J.W. Bridge $5.00 W.B. Stubert $5.00 James Mulvain $6.00 John Moorman $6.00 William Cassiday $6.00 Sheriff Fees $9.00

J.J. Miller Sheriff

Copy of Jury

Edward Stubblefield et al
vs
Leonard Damm et al

Court of Common Pleas Union County, Ohio.

Occupying Claimants

We the Jury being duly empannelled and Sworn, do upon actual View of the 25 acres in the possession of Wm McElroy find and say that we Estimate the valuable improvements thereon at Two Hundred dollars. And Value We Estimate the value of said Land in the State of Nature Jan 11th 1878 at Three hundred & Seventy five dollars, And we find no waste has been committed thereon - And we Estimate the value of the rents of said Land since Jan 11. 1878 at Ten dollars. W.B. Stubert Seal C. Bird Seal C.D. Robertson Seal Wm Cassiday Seal John Moore Seal John Markill Seal A.P. Harvey Seal J.M. Fowler Seal L. Webster Seal J.W. Trickey Seal Jas Mulvaine Seal J.W. Bridge Seal

Edward Stubblefield & others
vs
Leonard Damm & others

Court - Common Pleas Union County Ohio

Occupying Claimants

We the Jury being duly empannelled and Sworn, do upon actual view of the 30 acres of said Land in possession of James L. Fish and also the 20 acres purchased by said J.L. Fish of C.E. Fish find and Say that We Estimate the valuable improvements thereon at Fourteen Hundred dollars - And we Estimate the value of said Land in the State of Nature Jan 11th 1878 without said improvements at Six Hundred and Fifty dollars - And We find there was no Waste committed on said Land - And we estimate the value of the rents of said Land since the 11th of January 1878 at Seventy dollars - Oct 15th 1878.
W.B. Stubert Seal Gorham Bird Seal C.D. Robertson Seal Wm Cassiday Seal John Moore Seal John Markill Seal A.P. Harvey Seal J.M. Fowler Seal L. Webster Seal J.W. Trickey Seal James Mulvain Seal J.W. Bridge Seal

Edward Stubblefield & others
vs
Leonard Damm & others

Court of Com Pleas Union Co Ohio

2727

Occupying Claimants

We the Jury being duly empannelled and Sworn do upon our actual View of the 45 acres of said Lands less the 20 acres conveyed by C.E. Fish to James L. Fish in possession of Cornelius E. Fish Say that we estimate the value of the improvements thereon at Two Hundred dollars - And we estimate the value of said Lands in a State of Nature without said improvements on the 11th of Jany 1878 at Three Hundred and Seventy five dollars - And we find waste has been committed on said Lands to the amount of Twenty Three dollars - And We Estimate the rents thereof since January 11 1878 at

William B. Stubert Seal

Coram Bird Seal John Moore Seal C.S. Robertson Seal A.P. Harvey Seal W. Bridge Seal Wm Cassiday Seal John Marble Seal J.M. Keller Seal L. Webster Seal J.H. Trichey Seal James Mulvain Seal

Edward Stubblefield & other

vs

Leonard Dawn & others, occupying Claimants } Court of Com Pleas within & for said Ohio

We the Jury being duly Sworn do depose & say that upon actual view of the 220¾ acres in the possession of Leonard Dawn described in the writ We do find as follows viz.

The Value of the improvements made thereon prior to Jany 11, 1878 we estimate at Four Thousand Seven Hundred & Eighty Five Dollars

The Value of Said Lands in a State of Nature without the Said improvements We estimate at Two Thousand Six Hundred & forty Six Dollars

And We find the Said Dawn has not Committed any waste, and the Value of the rents Since January 11th 1878 We estimate at one Hundred and Seventeen dollars. W.B. Stubert Seal C. Bird Seal Wm Cassiday Seal John Moore Seal John Marble Seal A.P. Harvey Seal James Mulvain Seal C.S. Robertson Seal J.M. Keller Seal L. Webster Seal J.H. Trichey Seal J.W. Bridge Seal

Edward Stubblefield & al

vs

Leonard Dawn & others, Occupying Claimants } Court Com Pleas within & for said Ohio

We the Jury being duly Sworn do Say that upon actual view of the 124 acres in the possession of John W. Sterling, do assess the valuation of the improvements thereon at Twelve Hundred and forty dollars,

And we Value the Said Lands in a State of Nature without the improvement at Fourteen Hundred & Eighty Nine & 00/100 Dollars - and we find No waste has been committed thereon - And We estimate the Value of the rents thereof Since Jany 11th 1878 at Thirty Nine dollars, W.B. Stubert Seal C. Bird Seal Wm Cassiday Seal C.S. Robertson Seal John Moore Seal John Marble Seal A.P. Harvey Seal J.M. Keller Seal L. Webster Seal J.H. Trichey Seal James Mulvain Seal J.W. Bridge Seal

Afterward to wit on the 10th day of February 1879 The Entry was made on the Journal of Said Court which reads as follows viz:

Edward Stubblefield Margaret Solomon. George Solomon.
John Stubblefield. Jane Fair. Wm G. Fair Samuel Stubblefield
Albertine Scott. Jacob Scott. Tennessee Hall. Robert Hall
Joseph Laing. Richard Laing. George R. Laing. Rebecca Stone
John D. Stone Jane Henson. Thomas W. Henson Mary Catlett Booth
Nannie W. Booth and David Mulford Plaintiffs

2727 against

Leonard Dawn. John W. Sterling. James L. Fisk
Wm McElroy Cornelius Fisk. Defendants

Occupying Claimant Law Proceedings.

This day came the parties aforesaid and Submitted this cause to the Court to confirm the report of the Sheriff and the Verdict of the Jury under the occupying Claimants Law and the Court being fully advised in the premises do find Said report and verdict of the Jury correct and legal and Thereupon the Same are by the order of the Court confirmed and Therefore the said Claimants of the Lands above

named as plaintiff to whom said lands were adjudged do come and elect to surrender their title in said lands so recovered by them to the said defendants in consideration of the sums to be paid them which said jury estimated to be the value there of without the improvements thereon together with the rents since said action was commenced and thereupon it is considered ordered and adjudged by the court that said plaintiffs have the right to make said election under the statute and that unless said defendants will pay for same as aforesaid they shall surrender the possession of said lands. Whereupon the occupants of the land as aforesaid accepted to pay for the said lands at said valuation rather than be evicted therefrom and ask the court to fix the reasonable terms on which such payments shall be made-

Whereupon the court being fully advised in the premises do fix the payments as follows viz. One third in hand, one third in six months & one third in twelve months from the first day of this term with six per cent interest from said date.

It is therefore considered, adjudged & decreed by the court that said plaintiffs execute to said defendants each a deed of conveyance conveying to said defendants in fee simple the 47/16 / 10000 parts of the land which each of said persons are shown by the records in this case to be possessed of and which the plaintiffs are shown to have been entitled and that in default of the execution of such deed in ten days that this decree shall operate as a conveyance thereof-

And it is further ordered and decreed that said Wm Mc Elroy shall pay to said plaintiffs One Hundred & Fifty Eight dollars in satisfaction of the rents & valuation of said land in his possession containing 25 acres described in the petition as follows. One third on demand. one third on or before 3d inst & one third Feby 3d inst all with interest from Feb 3d 1879 all of which sums remain a lien on said 25 acres of land, and in default of payment of either sum for ten days that execution issue for the same.

Wm McElroy $158.00

And it is further ordered and decreed by the court that said J. L. Fish pay to said plaintiffs Three Hundred and thirty nine & 55/100 dollars in satisfaction of the rents and valuation of the 50 acres in his possession as shown by said records. to be paid as follows viz one third in hand, one third on or before 3d inst & one third Feby 3d inst all with interest from Feby 3. 1879 all of which sums shall remain a lien on said 50 acres until paid and if default of payment of either sum for ten days be made afterdue then an order of sale shall issue for the sale of said 50 acres to satisfy such payment.

J. L. Fish $339.55

And it is further ordered and decreed by the court that John H Sterling pay to said plaintiffs seven hundred and twenty & 70/100 in satisfaction of the rents and valuation of the 47/16 / 10000 of the 124 acres in his possession as shown by said record - to be paid as follows viz one third in hand one third on or before 3d inst one third Feby 3d 1879 and in default of either payment for ten days then an order of sale shall issue for the sale of said 124 acres to satisfy such payment and lien shall be had on the same until payments are made-

J. H. Sterling $720.70

And it is further ordered and decreed by the court that the Cornelius & Fish pay to said plaintiffs One Hundred Seventy six 85/100 in satisfaction of the value of said 47/16 / 10000 of the 25 acres shown to be in his possession by the said records. To be paid one third in hand one third on or before 3d inst & one third Feby 3d next all with interest from Feby 3d 1879. And in default of payment for ten days an order of sale shall issue for the sale of said 25 acres to satisfy the same. and a lien on said land shall remain until payments are made-

C. & Fish $176.85

Leonard Dunn 6/30/80

2548

Petition

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And it is further ordered and decreed by the Court that said Leonard Dawn shall pay to said plaintiff Thirteen hundred and three dollars in satisfaction of the rent & value of the said 4716/10000 of said 220½ acres of land shown by the records to be in his possession. to be paid one third in hand, one third one & one third 1 & 3 years with interest from Feby 3d /75 and in default of payment for ten days that an order of sale issue for the sale of said 220½ acres to satisfy same. and a lien for deferred payments to remain until paid.

It is ordered that the plaintiffs pay all costs of the proceedings under this order for the benefit of the occupying claimant law & if default be made thereof for ten days that Execution issue therefor and that defendants pay all costs made prior to said order.

W. M. Winget Clerk

2548

James Fullington et al
vs
John Hawley et al

Pleas before his Honor John L Porter Judge of the Court of Common Pleas begun and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the 17th day of September A.D. 1877.

Heretofore to-wit, on the 16th day of August 1877, a Petition was filed with the Clerk of said Court which reads as follows viz

Petition

James Fullington Charles Phillis & W. W. Woods Plaintiffs
vs
John Hawley and Melinda W. Hawley his wife Defendants

Com'n of Common Pleas Union County Ohio

Cause of action No 1

The plaintiffs say that this their first cause of action is founded upon a promissory note of which the following is a copy.

$2650.00 Marysville O September 14th 1876.

Nine Months after date, as principal debtors, We jointly and severally promise to pay to the order of Fullington, Phillis & Woods Two Thousand, Six Hundred & Fifty dollars for value received with 8% interest from date payable annually and we hereby dispense with demand of payment on this note and authorize any attorney at law to appear for us, or either of us at anytime after the same shall become due, in any court of record in the State of Ohio, or Elsewhere, and waive the issueing and service of process and confess judgment against us or either of us, in favor of the lawful holders of this Note, for the amount of said Note, with Eight per cent interest payable 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 14th day of Sept 1876

(Signed) John Hawley Seal

There are no credits thereon. There is due from the defendant John Hawley to the plaintiffs on said note the sum of Two thousand Six Hundred & Fifty dollars with interest from September 14th 1876 at the rate of Eight per cent per annum, payable annually. Said James Fullington, Charles Phillis and W. W. Woods are doing business under the firm name of Fullington Phillis & Woods, and said promissory note is made payable to them under their said firm Name.

The plaintiffs ask judgment on this their first cause of action against the defendant John Hawley for said sum of Two Thousand,

Praecipe

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Summons

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Sheriffs Return

Entry

Six Hundred and Fifty dollars with interest thereon from September 14th 1876 at the rate of Eight per cent per annum payable annually.

Cause of action Number 2.

The plaintiffs say that this their second cause of action is founded upon a mortgage that the defendants John Hawley and Melinda W. Hawley his wife on or about the 15th day of September 1876. to secure the payment of the note set forth in their first cause of action executed and delivered to the plaintiffs their mortgage deed of that date and thereby conveyed to the plaintiffs their heirs and assigns the following lands and tenements, situate in said County of Union Ohio and bounded and described as follows, to-wit; Beginning at a stake at a corner of Jacob Parthemores Land; thence with a line line of his Land. N 34° 11' W. 121 poles to a stake Witness a hickory 12. inches in Diameter. S. 63½° E ⁹/₁₀ of a pole; thence N 83° 45' E. 81 poles to a stake in the Amasa Payne Road; thence with said road S 49° 15' 25 poles to the centre of the D. M & P. Rail Road; thence with said road. 92 poles. to the north line of Howards land and south line of Asa Carys Land; thence with their line S 4° 25' E 137 ¹⁰/₁₀ poles to a stake corner of Le Seyers land; thence with his line and the line of J. Parthemores land S. 56° 15' 124 ⁹/₁₀ poles; thence with Parthemores fence S. 34¼° W 72 ⁹/₁₀ poles to the beginning containing One hundred & four & One Fourth (104¼) acres more or less. Being part of D. M. Surveys Nos 3053-5292 & 12398- The conditions Contained in said mortgage deed was in substance "that whereas the John Hawley has executed and delivered unto the said grantees in their firm name of Fullington Phellis & Woods or order his promissory note of even date herewith calling for the sum of $2650cc due in nine months from its date bearing interest from date at 8% per annum payable annually until paid Now if the said Grantor or his heirs and assigns shall well and truly pay the above described promissory Note when the same shall become due, to said grantees or their heirs and assigns according to the tenor thereof then this obligation shall be void, otherwise to remain in full force" Said Mortgage was delivered to the Recorder of Union County Ohio to be by him recorded on the 14th day of September 1876 at 4½ Oclock. P.M; and it was recorded on the 15th day of September 1876 in Record of Mortgages Volume 12 Page 533 The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Two Thousand Six hundred and fifty dollars with interest thereon at the rate of Eight per cent per annum from the 14th day of September 1876 payable annually. The plaintiffs ask that said Mortgage may be foreclosed; the amount due thereon ascertained the said Lands and tenments ordered to be sold to pay the judgment which they ask in their first cause of Action and such other and further relief &c M. C. Lawrence, Pltffs atty.

The State of Ohio Union County ss.

W. W. Woods one of the plaintiffs, being Sworn says the statements made and 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 16th day of August A.D. 1877. W. M. Wright Clerk.

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Praecipe

James Fullington et al Pltffs
vs
John Hawley et al Defts

Union Common Pleas

Clerk Issue a Summons for defendants returnable according to law. Endorse "Plaintiffs ask Judgment for $2650.00 with interest at Eight per cent per annum thereon from September 14th 1876 payable annually and foreclosure of Mortgage
August 16th 1877 M. C. Lawrence Plaintiffs attorney

Afterward on the 16th day of August 1877 a Summons was issued which reads as follows.

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting;
We command you to notify John Hawley and Melinda Hawley that they have been sued by James Fullington Charles Phillis and W. W. Woods in the Court of Common pleas of Union County, and that unless they answer by the 15th day of September A.D. 1877 the petition of the said James Fullington et al 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 August A.D. 1877. Witness my hand and the seal of said Court. This 16th day of August A.D. 1877. W. M. Winget Clerk

(Seal)

Endorsed, Plaintiffs ask judgment for $2650.00 with interest at Eight per cent per annum thereon from Sept 14th 1876. Payable annually, and foreclosure of Mortgage.

Returned & filed Aug 27th 1877 Endorsed as follows, viz

Sheriffs Return

The State of Ohio Union County S.S. Received this writ August 16th 1877 at One O'Clock P.M., and pursuant to its command, Summoned the within named defendants August 25th 1877 by delivering to the said John Hawley a certified copy of this writ with the endorsements thereon, and on the same day Summoned Melinda W. Hawley by leaving at her usual place of residence a certified copy of this writ with the endorsements thereon. Fees $1.60 J. J. Miller Sheriff.

Afterward on the 24th day of September 1877 the following entry was made on the Journal of said Court which reads as follows, viz;

Entry

James Fullington Charles Phillis and W. W. Woods Plaintiffs
vs
John Hawley and Melinda W. Hawley his Wife Defendants

This day this Cause came on to be heard the defendants being in default, and neither party requiring a jury the cause was submitted to the Court by the plaintiffs upon the petition testimony and Exhibits on consideration whereof the Court finds the allegations of the petition true, and that there was due from the defendant John Hawley to the Plaintiffs upon the note set forth in the petition on the 17th day of September 1877 the sum of Two thousand Eight Hundred and Sixty three & 75/100 Dollars ($2863.75) which sum bears interest at the rate of Eight per cent per annum payable annually from that date, and is a lien on the lands and tenements in the petition described by virtue of the mortgage therein referred to. It is therefore considered ordered and adjudged by the Court that the plaintiffs James Fullington Charles Phillis and W. W. Woods recover of the defendant John Hawley the said sum of $2863.75 so found due with interest at Eight per cent per annum

from the 17th day of September 1877 and also their costs herein expended taxed to ℔ And it is further considered ordered adjudged and decreed by the court that in case the defendants fail for ten days from this date to pay said Plaintiff's said sum of $2863.76 with interest at eight per cent per annum from the 17th day of September 1877 and costs of Suit. That an order of Sale issue to the Sheriff of Union County for the time being commanding him to proceed to appraise advertise and Sell the Lands and tenements in the Petition described as upon Judgments at Law, and that he bring the proceeds arising from such Sale into court for its further order.

~~Attest~~ W. M. Winget. Clerk.

No 2013

Joseph L. Dickelman
vs
James Leeper et al

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court in the town of Marysville within and for the County of Union and State of Ohio on the 4th day of September A.D. 1878. Heretofore, to-wit on the 10th day of August 1878, a Petition was filed with the Clerk of said Court which reads as follows Viz:

Petition

Joseph L. Dickelman Plaintiff
against
James Leeper, Anna E. Leeper, C. J. Barker, John M. Barker, William Stillings & Morris W. Hill, Defendants

The Plaintiff says:

1st On the 20th day of September A.D. 1876 the defendants James Leeper and Anna E. Leeper made and delivered to plaintiff their two promissory notes of that date and thereby promised to pay to plaintiff or order the sum of $300.00 on or before April 1st 1878 with interest from date and $300.00 on or before April 1st 1879 with interest from date for value received (Copies of said notes are hereto attached marked "A" & "B" respectively)

2d The defendants James Leeper and Anna E. Leeper on said 20th day of September A.D. 1876 to secure the payment of said promissory notes executed and delivered to Plaintiff their mortgage deed delivered to plaintiff their mortgage deed and thereby conveyed to plaintiff his heirs and assigns the following Lands and tenements situate in said County of Union and State of Ohio and in the township of Allen. Being the South half of Virginia Military Survey No. 3150 Patented August 7th 1807 to Joseph Jackson and others. Said Survey containing Two Hundred acres and being the half of the premises conveyed to F. Edwards by the Administrator of Amariah Davidson by deed November 2d 1830 the premises hereby conveyed being the South half of said Survey and being One Hundred and One acres more or less and being the same premises conveyed by Wm T. Reed to said Joseph L. Dickelman Sept 23d 1873. The condition contained in said Mortgage deed was in substance that if the said James Leeper and Anna E. Leeper or any one for them should well and truly pay the aforesaid promissory notes with the interest thereon when due according to the tenor thereof then these presents to be void otherwise to be and remain in full force and virtue in Law.

3rd On the 2nd day of October A.D. 1876 at 2/3 o'clock P.M. the

said mortgage was delivered to the Recorder of said County to be by him Entered on Record and was recorded on the 6th day of October 1876 in Record of Mortgage Book 12 Pages 555 and 556. 4th The said deed has become absolute. There is now due and remaining unpaid upon said indebtedness the sum of Three Hundred Dollars with interest from the 20th day of September A. D. 1876.

5th The Plaintiff says that after the execution and delivery of said notes and mortgage and the record of said mortgage said James Leiper and Anna E. Leiper sold and conveyed said premises to the defendants C. J. Barker and John W. Barker subject to said mortgage said C. J. and John W. Barker as Plaintiff is informed, then and there assuming and agreeing to pay the notes set forth in Plaintiffs petition - Said arrangement being between said James and Anna E. Leiper and said C. J. and John W. Barker and not with the Plaintiff - Plaintiff further says defendants William Stillings and Morris W. Hill have or claim some interest in the premises described above but the nature or extent of which Plaintiff is unable to state. Plaintiff therefore asks that said C. J. Barker, John W. Barker William Stillings and Morris W. Hill be each required to answer and set forth what interest if any they have or claim in said premises. 6th The Plaintiff therefore asks judgment for the sum of Three Hundred Dollars with interest thereon from the 20th day of September A. D. 1876 and that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of said indebtedness and for all proper relief.

A. T. Carpenter Attorney for Plaintiff

The State of Ohio Union County ss

A. T. Carpenter being sworn says that he is the attorney of the above named Plaintiff duly authorized in the premises. That said Plaintiff is a non resident of said County of Union and now absent therefrom - Affiant further says that the facts stated and allegations made in the foregoing petition of Plaintiff are true as he verily believes.

A. T. Carpenter

Sworn to by A. T. Carpenter before me and signed by him in my presence this 10th day of August A. D. 1878

W. R. Winget Clerk

Praipe To Clerk. Issue summons upon petition in above entitled case returnable according to law - Endorse "Amount claimed $300.00 with interest from September 20th 1876 and foreclosure of mortgage."
A. T. Carpenter attorney for Plaintiff.

Copies of notes

"A." $300.00 Marysville Ohio September 20th 1876

"On or before April 1st 1878 after date I promise to pay to the order "of Joseph L. Dickelman Three Hundred Dollars at 6% interest from "date value received"

"James Leiper"
"Anna E. Leiper"

"D" $300.00 Maysville Ohio September 20th 1876

"On or before April 1st 1877 I promise to pay to the order of Joseph L. "Dickeman Three Hundred dollars at 6 % interest from date value "re received "James Lesper"
"Anna E. Lesper"

We hereby waive the issuing and service of Summons in above entitled Case and Enter our appearance herein. "Annie E. Lesper"
"J. D. Lesper" "William Stillings."

Afterward on the 10th day of August A.D. 1878 a summons was issued which reads as follows.

Summons The State of Ohio Union County SS: To the Sheriff of Union County Greeting. We Command you to notify C.J. Parker John V. Barker and W.W. Hill that they and others have been sued by Joseph L. Dickeman in the Court of Common Pleas of Union County, and that unless they answer by the 2nd day of September A.D. 1878. the petition of the said Joseph L. Dickeman 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. 1878.

Witness my hand and the seal of said Court, this 10th day of August A.D. 1878. W.W. Wright Clerk.

Endorsed. Foreclosure of mortgage Amount Claimed $300.00 with interest from September 20th 1878.

Returned and filed August 19th 1878 Endorsed as follows viz:

Sheriffs return The State of Ohio Union County, SS. Received this writ August 10th A.D. 1878 at 3 oclock P.M., and pursuant to its Command Served the same by leaving a certified copy thereof with the endorsements thereon at the residence of the within named W.V. Hill August 16th 1878 and by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named C.J. Parker August 17th 1878 and at the same time delivering a certified copy thereof with the endorsements thereon to the within named John V. Barker. Fees $4.00 J.J. Miller Sheriff

Afterward on the 9th day of October 1878 the following Entry was made on the Journal of said Court which reads as follows viz.

To 3015 Entry Joseph L. Dickeman

vs

James Lesper, Anna E. Lesper C.J. Parker, John V. Barker, Wm Stillings, W.W. Hill.

And now comes the said Joseph L. Dickeman by A.T. Carpenter his attorney and the said defendants still failing to answer or demur to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises and the Court after hearing the evidence do find that there is due to the said plaintiff on the notes and mortgage in said petition described the sum of $335-45 with interest thereon from the first day of the present term of this Court. It is therefore considered by the Court here that the said plaintiff recover of the said defendants the said sum of $335-45 with the interest thereon from the 9th day of September A.D. 1878 the sum so as aforesaid found

2901 Petition

due and also his costs taxed to $

And it is further ordered and adjudged that in case the said defendants fail for three days from the close of this term of the Court to pay to the said plaintiff the said sum of $335 ⁰⁰/₁₀₀ with the interest thereon from the 9th day of September 1878 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 tenements in said petition described to be appraised advertised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum so found due with costs of suit, and that he bring the remainder if any, of the proceeds of said sale, after the satisfaction of the debts and costs aforesaid into Court to await the further orders of the Court in the Matter thereto

Attest W. H. Wright Clerk

Charles D. Merritt
vs
George Temple

2901

Pleas before his Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 17th day of April A. D. 1878. Thereafter to wit: on the 17th day of April 1878 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Charles D. Merritt, Plaintiff
vs
George Temple. Defendant

In Union County Court of Common Pleas. Petition

The Plaintiff Charles D. Merritt for his petition against the said defendant says, That in or about the month of January 1878 he the said plaintiff was the owner and possession of about Seventy head of valuable hogs sound well and free from disease. The said defendant well knew the facts above stated. The defendant then had charge of a certain boar hog which was then and there infected and diseased with certain contagious and infectious disease and had been recently exposed to a certain infections and contagious disease all of which the defendant well knew and the said defendant did then and there at the County of Union and State of Ohio aforesaid knowingly and purposely suffer and permit the said exposed and infected and diseased hog of which he had charge as aforesaid to come in contact and to mingle through and with the said swine of the said plaintiff, by means of which wrongful and unlawful acts of the said defendant the hogs of the said plaintiff caught contracted and died of the said infections and contagious disease, to the damage of the said plaintiff in the sum of five hundred dollars. Wherefore the said plaintiff asks judgement against the said defendant for said sum of five hundred dollars his damages aforesaid so as aforesaid sustained and for all proper relief

Cameron & Benton Attorneys for Plaintiff

The State of Ohio Union County ss. Charles D. Merritt being first

duly sworn says the facts stated and the allegations made in his foregoing Petition are true as he verily believes "C. D. A. Merritt"
Sworn to before me by said Charles D. A. Merritt and by him subscribed in my presence this 17 day of April 1878
W. M. Wright Clerk

Charles D. Merritt Plaintiff
vs
George Temple Defendant
Summons

Union County Court of Common Pleas.

State of Ohio Union County ss. Charles D. Merritt being first duly sworn deposes and says that he has Commenced in the Court of Common Pleas of Union County and State of Ohio a civil action against the said George Temple to recover the sum of Five Hundred dollars damage, which the said Plaintiff has sustained by Reason of the defendants unlawfully and knowingly suffering and permitting a certain Exposed infected and diseased with a contagious disease Swine of which the defendant had charge and control to come into contact with and mingle with the hogs of the Plaintiff, whereby the hogs of the Plaintiff Sickened and died of said infectious and Contagious disease And the affiant says said Claim is just and that he believes he ought to recover said sum of money and that the said Defendant unlawfully fraudulently and Criminally Contracted and incurred the obligations aforesaid and for which said suit is brought and further the deponent saith not.

C. D. A. Merritt

Sworn to before me by said Charles D. A. Merritt and by him subscribed in my presence this 17th day of April 1878
W. M. Wright Clerk

Praecipe — Endorsed: "Clerk issue a Summons in this Case for the said defendant Returnable according to law Amount Claimed $500.00

Summons — Afterwards on the 24th day of April A. D. 1878 the following Summons was issued which reads as follows viz:

The State of Ohio Union County ss. To the Sheriff of Union County greeting: We Command you to notify George Temple that he has been sued by Charles D. Merritt in the Court of Common Pleas of Union County, and that unless he answer by the 25th day of May A. D. 1878. the petition of the Charles D. Merritt 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 6th day of May A. D. 1878.

Seal — Witness my hand and seal of said Court this 24th day of April, A. D. 1878
W. M. Wright Clerk.
By Tabor Randall, Deputy.

Sheriffs Return — Returned and filed endorsed as follows April 26th 1878
The State of Ohio Union County ss. Received this writ April 24th A. D. 1878 and Pursuant to its Command served the same April 25th 1878 by delivering to the within named George Temple a certified copy of this writ with the Endorsements thereon
Sheriffs Fees $2.70
J. J. Miller Sheriff

2901 Entry

Afterward on the 4th day of May 1878 the following Answer was filed with the clerk of said court which reads as follows viz:

Answer

Charles D. St. Mernit Plaintiff
vs
George Temple Defendant
} Court of Common Pleas Union Co. Ohio.

Answer

The defendant George Temple now comes and for his answer to the petition of plaintiff filed herein says: That he denies each and every allegation therein contained. Defendant therefore asks the court that he be adjudged to go hence without day and recover his costs herein.

A. T. Carpenter Attorney for Defendant

The State of Ohio Union County ss. George Temple defendant being first duly sworn says that the facts stated and allegations contained in his foregoing answer are true as he verily believes (Signed) George Temple

Sworn to by George Temple before me and signed by him in my presence this 4th day of May A. D. 1878

W. M. Wright Clerk

Afterward on the 11th day of February 1879 the following entry was made on the journal of said court which reads as follows to wit:

2901 Entry

Charles D. Mernit
vs
George Temple
} Now came the parties herein by their attorneys and also came the following named persons as jurors to wit: L. L. Webster J. R. Thornton L. E. Baker, Benjamin Beem, J. C. Hull J. E. Harriman, Lory Ford Israel Fogle, H. S. Hood, Bolivar Hayes J. L. Borger J. G. Gammons who were duly impaneled and sworn according to law: And the said jury having heard the testimony adduced said cause was continued until tomorrow morning at half past 8 o'clock.

And afterward on the 12th day of February 1879 the following Entry was made on the journal of said court to wit:

2901 Entry

Charles D. Mernit
vs
George Temple
} This day again came the said parties by their attorneys and also came the jury heretofore impaneled and sworn and the said jury having heard the argument and charge of the court retired to their room in charge of the Sheriff for deliberation.

And now come the said jury into Open Court with their verdict in writing and signed by their foreman and say.

We the jury in this case, being duly impaneled and sworn do find and say that we find for the Plaintiff in the sum of $245.50 and $14.73 interest. In all $260.23. J. C. Hull Foreman

And afterward on the 14th day of February 1879 the following Entry was made on the journal of said court which reads as follows to wit

2901 Entry

Charles D. Mernit vs George Temple
} The jury in this action having on a former day of

this Court rendered a verdict for the Plaintiff and assessed his damage at $260 23/100 and no motion for a new trial having been made, It is therefore considered by the Court that the said Plaintiff recover from the said defendant the said Sum of Two hundred and sixty and 23/100 dollars together with his costs herein expended taxed to $

Attest H. M. Wright clerk

Summons

2716

Oliver Lockwood et als
vs
Freuck Lockwood et al

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas Begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 20 day of May 1878 Heretofore to wit! on the 9th day of January 1878 a Petition and affidavit was filed with the Clerk of said Court which reads as follows Towit!

Petition and affidavit

Summons Petition and Affidavit

Oliver Lockwood - J. W. Lockwood and Erastus Lockwood
vs
Freuck Lockwood and Angeline Lockwood

The Plaintiffs say that on or about the 14th day of April 1849 the last will and testament of Israel Lockwood late of Union County Ohio, deceased, was admitted to Probate in the Court of Common Pleas of said County, for record of which, see Administration Record No 3 Page 318 in the Probate Court of said County

That by the terms of said last will and testament the lands herein after mentioned were devised to Angeline Lockwood, one of the defendants herein during the time of her natural life if she should not again marry She being at the Probate of said will the widow of said Israel Lockwood dec'd - and at her death or remarriage the lands were to descend to the children of said Israel in equal proportions or shares - the child or children of any who who should die taking the share which it or their parent would have taken. That said Angeline Lockwood elected to take under said will as appears of Record, and has ever since occupied or controlled said land under said last will and testament

That said Israel Lockwood left surviving him the following Children to wit! Oliver, J. W. Amanda, Erastus, George, Malinda M. Freuch, Israel C. and Edward Lockwood. That Edward Lockwood subsequently died leaving the following Children to whom his share of said lands descibed subject to said life Estate of said Angeline Lockwood, Said lands are known as the Israel Lockwood farm lying northwest of the village of Newton Union County, Ohio, and are the same lands conveyed to said Israel Lockwood by two deeds as follows, one from Duncan McArthur, dated November 30th 1839. for record of which see Book No. 2 Page 398, of the Record of deeds in the Recorders office of Union County Ohio and one from Magg, Vance dated March 22nd 1836 for record of which see Book No 5 Page 147 of Records of deeds in said Recorders office. The lands so conveyed by Duncan McArthur

Teing in T. 7. Survey No. 3462 and those conveyed by Maggy Vance Teing in T. 7. Survey No 12472. That these parties plaintiff bring this action for themselves and in the interest of the other children and grand children herein Tefore named except the said Fruck Lockwood and Angeline Lockwood the defendants. That said Fruck Lockwood is now and has for almost two years last past Tren a tenant of the said Angeline Lockwood, and in possession of said premises, which are in said will of Israel Lockwood estimated to contain about two hundred and fifty acres. That said Fruck Lockwood has cut, carried away and sold a large quantity of valuable grow timbr which was standing upon said lands when he took possession of the same, and is now cutting, hauling away and selling timber from said lands, which timber is valuable and will continue to cut, haul away and sell other timbr of value and in large quantities unless restrained by the injunction of the Court.

That the said Angeline Lockwood not only permits said waste to Te committed, but when requested to stop the commission of said waste refused to do so. That by the cutting and hauling of timbr already done a lasting damage has Tren done to said lands and unless restrained by the injunction of the Court great and irreparable injury and lasting damage will Te done to said lands and to the Estate in remainder to Te enjoyed by the plaintiffs and the other children and grand children of the said Israel Lockwood dec'd herein Tefore named. The plaintiffs therfore ask that the defendants Fruck Lockwood and Angeline Lockwood may Te made parties hereto - that a temporary or provisional injunction may issue restraining the said Fruck Lockwood and Angeline Lockwood from cutting any valuable timber now standing on said lands for the purpose of selling the same; and from hauling away or selling any valuable timbrs already cut, and that upon a final hearing the said defendants may Te perpetually injoined from committing any of the acts herein complained of - such as cutting, hauling away or selling any valuable timbrs now standing or lying on said lands and such other and further relief &c.

M. C. Lawrence Attorney for Plaintiffs

The State of Ohio Union County SS. Erastus Lockwood one of the plaintiffs Teing sworn says the facts stated and allegations contained in the foregoing petition and affidavit are all true.

(Signed) E. Lockwood

Sworn to Ty Erastus Lockwood Tefore me and Ty him signed in my presence this 9th day of January 1878. W. M. Winget Clerk

The State of Ohio Union County SS Erastus Lockwood Teing sworn says he and others have commenced an action for injunction in the Court of Common Pleas of Union County Ohio against Fruck Lockwood and Angeline Lockwood Ty filing the within petition, in the Clerks office of said Court; That John L. Porter Judge of the Court of Common Pleas of Union County is now absent

foresaid County; and this affidavit is made for the purpose of procuring a provisional or temporary injunction from the Probate Court of Union County (Signed) E. Lockwood.

Sworn to before me by him in my presence this 9th day of January 1878
W. M. Winget clerk

Petition — Oliver Lockwood et als vs Enoch Lockwood et al — In Union Common Pleas

Mr. Clerk; You will issue a summons in this action for the defendants Returnable according to Law. Endorse. "Injunction allowed" Jany 9th 1878 M. C. Lawrence Atty for Plaintiffs

Injunction allowed — Injunction allowed as prayed for in the petition on the plaintiffs giving bond in the sum of One Hundred Dollars conditioned according to law with sureties to the acceptance of the Clerk of the Court of Common Pleas of Union County Ohio. Fees $2.00 Paid by Plaintiffs
(Signed) John P. Coats Probate judge

Injunction Bond — Oliver Lockwood, J. W. Lockwood and Erastus Lockwood vs Enoch Lockwood and Angeline Lockwood, Defendants — Union Co Common Pleas

We bind ourselves to the said Defendants Enoch Lockwood and Angeline Lockwood in the sum of One Hundred Dollars that the said Plaintiffs Oliver Lockwood J. W. Lockwood and Erastus Lockwood shall pay to the said Defendants the damages they may sustain by reason of the injunction in this action if it be finally decided that the said injunction ought not to have been granted. January 9th 1878 (Signed) E. Lockwood, J. W. Lockwood. and J. A. Henderson.

This undertaking approved by me this ninth day of January 1878
W. M. Winget, Clerk of said Court.

Summons — Afterward on the 9th day of January 1878 a summons was issued which reads as follows viz; "The State of Ohio Union County SS. To the Sheriff of the County of Union Greeting; We command you to notify Enoch Lockwood and Angeline Lockwood that they have been sued by Oliver Lockwood J. W. Lockwood and Erastus Lockwood in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of February A.D. 1878 the Petition of the said Oliver Lockwood and others 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 January A.D. 1878.

Witness my hand and Seal, of said Court this 9th day of January A.D. 1878
W. M. Winget clerk

Seal

Sheriffs Return — Returned and filed January 21st 1878 Endorsed as follows viz;
The State of Ohio Union County SS. Received this writ January 9th A.D. 1878, at 2 oclock P.M. and pursuant to its command on the same day served the within named defendants by delivering to each of them a certified copy of this writ with the Endorsements thereon.
Sheriffs Fees $2.10 J. J. Miller Sheriff By W. H. Houk Dpt.

Answer — Afterwards to wit on the 27th day of January 1878 the following proceedings were had in said Court to wit
Oliver Lockwood et al vs Enoch Lockwood et al
Enoch Lockwood et al vs Oliver Lockwood et al
In Union Common Pleas
Now at this day come the parties by their attorneys and the Defendants Enoch Lockwood and Angeline Lockwood having heretofore filed their answer and cross petition herein, and the Plaintiffs Oliver Lockwood J. W. Lockwood and Erastus Lockwood having filed their reply thereto, and the issues joined thereon, and the cause being submitted to the Court for trial, and the Court having heard the evidence and the arguments of counsel and being fully advised in the premises, finds that the Plaintiffs have failed to sustain their petition by the evidence, and that the Defendants have sustained their cross petition by the evidence, and that the Defendants are entitled to the relief prayed for in their cross petition. It is therefore considered by the Court that the Plaintiffs Oliver Lockwood J. W. Lockwood and Erastus Lockwood have and recover of and from the Defendants Enoch Lockwood and Angeline Lockwood the sum of Two Thousand Seven Hundred and Sixteen Dollars and Fifty Cents, the amount of the purchase money of the premises described in the Petition and Cross Petition, and that the Defendants Enoch Lockwood and Angeline Lockwood have and recover of and from the Plaintiffs Oliver Lockwood J. W. Lockwood and Erastus

Afterward on the 12th day of January 1878 an answer to the foregoing petition and affidavit was filed with the clerk of said Court which reads as follows viz:

Answer

Oliver Lockwood and others, Plaintiffs
vs
Franck Lockwood and Angeline Lockwood, Defendants

In Union County Court of Common Pleas, Answer

The said Franck Lockwood and Angeline Lockwood defendants for answer to the petition in this case say-

They deny that they or either of them have committed or are threatening any of waste or grievances charged in the petition and deny each and every allegations and averment in the petition in that regard. The defendants say that the said Angeline Lockwood having said Estate in her possession has taken due care of the same.

That on said Estate there is about 80 acres of land wholly in timber and that by reason of gravel road improvements the taxes thereon have been largely increased and the said lands are wholly unproductive only so far as the same may be used for woods pasture

That by reason of fire having run over said land some of the timber has died and gone to decay and other of said timber is dying and going to waste in the same way. That the dead timber on said lands is wholly valueless to said Estate and to remove the same is an improvement and betterment of the same.

These defendants although they have paid the taxes on said woodland and kept up the improvements on the same have not destroyed the green or valuable timber but they have removed some dead and dying timber as they have freely might and ought to have done. But these defendants at the time this action was brought were not cutting, selling or threatening to cut or sell any timber from or on said lands. These defendants therefore ask the Court to dissolve said injunction and that these defendants may be dismissed from this suit with their reasonable costs and for all proper relief

Cameron & Benton
Attorneys for Defendants

State of Ohio Union County ss. Franck Lockwood one of the defendants being first duly sworn deposes and says that the facts stated and allegations made in the foregoing answer are true as he verily believes. (Signed) Franck G. Lockwood

Sworn to before me by Franck Lockwood and by him subscribed in my presence this 12th day of January 1878.

W. M. Wright Clerk

Afterward on the 20th day of May 1878 an Entry was made on the Journal of said Court which reads as follows viz:

to 2716

Oliver Lockwood, J. W. Lockwood and Erastus Lockwood Plaintiffs
vs
Franck Lockwood and Angeline Lockwood, Defendants

Now come the parties, by their attorneys, and thereupon this cause came on to be heard on the pleadings and evidence and was submitted to the court. On consideration whereof the Court do find on the issues joined, for the plaintiffs and that they are entitled to

the relief prayed for. It is therefore adjudged and decreed by the Court that the injunction heretofore granted in this action by the Probate Court of this County be and the same is hereby made perpetual. It is further considered and adjudged by the Court that the parties plaintiff plaintiff pay their own costs taxed to $ and that the parties defendant pay their own costs taxed to $ and that if default be made in payment by either party that an execution issue against the parties so in default.

Test W. M. Huget Clerk

No 2944

James Hoolan Plaintiff
vs
A. J. Smith Defendant

In the Court of Common Pleas Term and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 14th day of February A.D. 1879. Heretofore to wit; on the 20th day of July 1878 the following petition was filed with the Clerk of said Court which reads as follows to wit:

Petition on Appeal

James Hoolan
vs
A. J. Smith

To the Court of Common Pleas of Union County and State of Ohio - Petition on appeal -

The Plaintiff James Hoolan says. This case comes into this on the defendants appeal from a judgement rendered by J. R. Taylor J.P. The plaintiff says. That his cause of action is founded upon a promissory note of which the following is a true copy viz:

"On or before the first day of January 1878 for value rec'd I promise to pay James Hoolan or Bearer Sixty five dollars this November 10 "1877"

(Signed) A. J. Smith

The said sum of Sixty five dollars was money then loaned by the plaintiff to the defendant. There is due the plaintiff from the defendant upon said note the sum of sixty five dollar with interest from January 1st 1878 - for which sum he asks judgement and for all proper relief. Cameron and Burton Attorneys for Plaintiff

State of Ohio Union County SS. James Hollan being first duly sworn deposes and says the facts stated and allegations made in his foregoing petition are true as he truly believes (Signed) "James Hollan"

Sworn to before me by said James Hollan and by him subscribed in my presence this 20th day of July 1878 W. M. Huget Clerk

By Talcot Randall deputy

Afterwards on the 2nd day of September 1878 an answer to the foregoing petition was filed with the Clerk of said Court which reads as follows viz:

Answer to Petition

James Hollan Plaintiff
vs
A. J. Smith Defendant

Court of Common Pleas Union County Ohio

Now comes the said defendant A. J. Smith and for answer to the petition of plaintiff says he admits the making of the said note as set out in the plaintiffs petition but denies that he owes the plaintiff said sum of sixty five dollars or any other sum 2nd Defendant denies that he borrowed said sum of money of the plaintiff or any other sum at the time set out in the plaintiffs petition 3rd Defendant for further answer to the plaintiffs petition says. that at the time of the making of the note mon-

tioned it was agreed between the plaintiff and defendant if one
B. L. Connell should be ready and willing and able to make the said
Plaintiff a good and sufficient warranty deed of five acres of land
bought by the plaintiff of said Connell by the first of January A.
D. 1878 then the said sixty five dollars for which said note was
given should apply toward the payment due the said Connell from the
said plaintiff amounting in all to two hundred dollars due said
Connell on the first day of January A. D. 1878 on said land.
4th The defendant further says that he agreed with the said plain-
tiff to guarantee that the said Connell would be able and willing
to make said deed as aforesaid on the time as aforesaid.
5th Defendant further says the said Connell was indebted to him
for this same five acres of land which the said Connell had bought
of the defendant and that said money was coming to him for the
payment of said lands and would be due on the first day of Jan-
uary A. D. 1878. 6th Defendant further says that said money for the
said five acres of land bought of the said Connell by the said Plain-
tiff, and the defered payments for the said land were to be by notes
secured by mortgage directly to the defendant all of which were to
be executed on the said first day of January A. D. 878.
7th Defendant further says that the agreement between the plain-
tiff and the said Connell in relation to the said land was reduced
to writing and signed by the parties.
8th Defendant further says that on or about the first of January A.
D. 1878 and at various times before that time, the defendant and
the said B. L. Connell notified the plaintiff that they were ready
willing and able to make the said deed and execute all the papers
in pursuance of said agreement but the plaintiff neglected and
refused to accept said deed or Execute the said notes and mort-
gage to the defendant as per said agreement he was bound to do
and the defendant further says that he has ever ever willing and
able to perform all and singular the obligations imposed upon him
by said agreement. Defendant further says that said Woolam
is a man of very little property and that he would be wholly in-
able to recover his damage from him in an action at law, and
if he be compelled to pay said note it will be great loss and injur-
y to this defendant. Defendant therefore prays that he go hence with-
out day and recover his costs.

King and Kennedy
Attys for Defendant

The State of Ohio Union County ss. A. J. Smith being first duly sworn
deposes and says the facts set forth and allegations made in the
forgoing answer are as he believes true.

(Signed) "A. J. Smith"

Sworn to by the said A. J. Smith and by him subscribed in my pres-
ence this 2nd day of September A. D. 878 W. M. Winget Clerk

Afterward on the 21st day of September 1878 a Reply was filed
with the Clerk of said Court which reads as follows to wit:

No 2947 James Woolam Plaintiff vs. A. J. Smith, defendant } In Union County Court of Common Pleas. Reply

Reply to answer Defendant

The said Plaintiff for his reply to the answer of the said A. J. Smith says that he denies each and every allegation and averment with said answer contains. The Plaintiff therefore prays as he has always prayed for judgement as asked in his petition

(Cameron & Renton Attorneys for Plaintiff

State of Ohio Union County ss. James Hollam Plaintiff being first duly sworn deposes and says! the facts stated and allegations made in his foregoing reply are true as he truly believes

(Signed) "James Hollam"

Sworn to before me by said James Hollam and by him subscribed in my presence this 21st day of September 1878 W. W. Wright Clerk

Afterward on the 13th day of February 1879 an Entry was made on the Journal of said Court which reads of Follows viz:

No 2947

James Hollam vs A. J. Smith

Now came the parties by their attorneys; also came the following named persons as jurors to wit / H. L. Hood Bolivar Hayes, J. L. Borger D. J. Drummond, Norton Reed B. F. Martin, J. K. Andrews William Benson Daniel Anderson. M. Thompson Henry Wheeler & E. Hoyle. who were duly impanneled and sworn according to law. And the said jury having heard the testimony, the argument and Charge of the Court Retired to their room in charge of the Sheriff for deliberation. And now comes the said jury into Open court with their Verdict in writing signed by their foreman and say! "We the jury in this case being duly impannelled and sworn do find and say that we find for the Plaintiff and assess his damages at Sixty nine and 36/100 dollars.

M. Thompson Foreman"

And afterward on the 14th day of February 1879 another Entry was made on the Journal of said Court which reads as Follows viz:

No. 2947

James Hollam vs A. J. Smith

The jury in this action having on a former day of this term rendered a verdict for the Plaintiff and assessed his damages at $69 36 and no motion being made for a new trial, It is therefore considered by the Court that the said James Hollam recover of the defendant the said sum of $69 36 together with his costs herein expended. Attest W. W. Wright Clerk

Pleas before his Honor John L. Porter Judge at a court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 22nd day of February 1879. Hereto for to wit! On the 20th day of June A. D. 1878 a petition was filed with the clerk of said County which reads as follows to wit.

Petition

Asbury Gardiner Plaintiff

vs

William Robinson, J. J. Anderson, Sol Walker Defendants

In Union County Court of Common Pleas Petition

The said Asbury Gardner Plaintiff complains of the said William Robinson and J. J. Anderson defendants for that the said defendant William Robinson is the duly elected and qualified

Constable of Claytime Township in the County of Union aforesaid and on or about the 10th day of April 1878 the said defendants made their certain writing obligatory and thereby acknowledged themselves to owe and to be indebted to the State of Ohio in the sum of Five Hundred Dollars for the payment of which well and truly to be made they jointly and severally bound themselves their executors and administrators. The condition of said writing obligatory was that if the said William Robinson as such constable should well and truly and faithfully discharge the duties of constable all and singular the obligation to be void.

And the said plaintiff avers that the said William Robinson did not well and truly discharge the duties of his said office but on the contrary under and by virtue of his office and under color of the same the said Robinson as such constable on or about the day of 1878 had placed in his hands a pretended execution in favor of one Nile and against the plaintiff and under color of his office aforesaid and pretending to do his duty in that behalf the said Robinson did seize and take into his possession of the goods and personal property of the said plaintiff the following household and kitchen furniture to wit: One organ, one grind plane, three stoves, one top buggy two sets of block and tackles one, one horse wagon one meat chopper and other articles of household and kitchen furniture

And the said plaintiff avers that he is a head of a family and not the owner of a homestead and therefore demanded of the said Robinson to set off and allow to him in lieu of a homestead the articles above named and at the same time selected the same and then and there demanded the same to be set off and allowed.

But the said Robinson refused to allow or set off said articles and took and appropriated the same and wholly deprived the said plaintiff of any use or benefit thereof, to the damage of the plaintiff five hundred dollars for which he asks judgment.

Cameron & Union Attorneys for plaintiff

State of Ohio Union County ss Asbery Gardner being first duly sworn deposes and says the facts stated and allegations made in this foregoing petition are true as he believes

(Signed) "Asbery Gardner"

Sworn to by Asbery Gardner before me and by him subscribed in my presence this 22 day of June 1878 S. P. Mulford Notary Public

Precipe Endorsed, "Clerk, issue summons on the above petition. Amount Claimed $500.00

Afterward on the 22nd day of June 1878 the following summons was issued by the clerk of said Court which was as follows viz:

Summons The State of Ohio Union County ss. To the Sheriff of the County of Union greeting. We command you to notify William Robinson J. Anderson and Sol Walker that they have been sued by Asbery Gardner in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of July A.D. 1878 the petition of the said Asbery Gardner 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 July A.D. 1878

Witness my hand and the seal of said Court, this 22nd day of June A.D. 1878 W.M. Wright Clerk

(Seal)

Returned and filed July 1st 1878 Endorsed as follows viz:

The State of Ohio Union County ss. Received this writ June 22nd A.D. 1878 at Seven o'clock P.M., and pursuant to its command served the same June 25th 1878 by delivering to each of the within named William Robinson and Solomon Walker a certified copy of this writ with the endorsements thereon and on the same day leaving a certified copy of this writ with the endorsements thereon at the residence of the within named J.J. Anderson. Fees $3.20 J.J. Miller Sheriff

Afterward on the 20th day of September A.D. 1878 an amended petition was filed with the Clerk of said Court which reads as follows viz:

No 2957

Amended Petition

Asbury Gardner Plaintiff
vs.
William Robinson Defendant

To the Court of Common Pleas Union County and State of Ohio

The said Asbury Gardner Plaintiff complains of the said William Robinson J.J. Anderson and Sol Walker defendants for that the said defendant William Robinson is the duly elected and qualified Constable of Claibourne Township in the County of Union and State of Ohio aforesaid and on or about the 10th day of April A.D. 1878 the said defendants made their certain writing obligatory of that date and thereby acknowledged themselves to owe and be indebted and held and firmly bound to the State of Ohio in the sum of five hundred dollars for the payment of which they jointly and severally bound themselves and their heirs and assigns. Said writing obligatory was subject to a condition wherein it was provided among other things that if said William Robinson should duly honestly and faithfully discharge and perform all and singular his duties as such Constable according to law during his continuance in office and pay over all money that came into his possession according to law, then said writing obligatory to be void, a true copy of which writing obligatory is hereto attached marked "A" and made part hereof.

And the said plaintiff avers that about the month of May A.D. 1878 he was a resident and ever since has been of the State of Ohio and a head of a family and not the owner of a homestead and then and ever since he has been engaged in the business of butchering and agriculture and that he was not the owner of any car or of any ship or canoe or any wood chow frow ship or yarn or cloth manufactured therefrom. And that at said date the said William Robinson under and by virtue of his said office as constable had placed in his hands an execution against this plaintiff and that he did not well truly, duly or faithfully discharge the duties of his said office but under and by color of the same he levied upon the following property of the plaintiff which is personally exempt to wit: One wagon, one grind stone, three sleds, one meat chopper and other articles of

Copy of writing Obligatory

household and kitchen furniture and also levied upon one organ one top buggy two sets of block and tackles and other articles.

The affiant says that said articles said grind stone, said organ and wagon and all said property levied on were necessary for him and his family and this plaintiff then at the time of said levy and after the same and before sale notified the said William Robinson that he was the head of a family and a resident of the State of Ohio and not the owner of a homestead and that he did not own any cow sheep, swine, yarn or wool as aforesaid and then and there in lieu thereof and as being necessary for him and his family selected said articles, said grind stone, said organ, said meat chopper and block and tackles, and that they did not exceed in value the sum allowed by law in lieu of said specified articles and the amount that may be selected by law; and then and there the plaintiff required and demanded of the said Robinson to allow him said property as exempt by law and also demanded after the levy and before sale that all said property be set off and allowed to him under the homestead and exemption laws of said State but the said William Robinson knowing all the facts aforesaid refused to set off or allow the plaintiff any of the said property but took and carried away the same and wholly appropriated the same under his said Execution and this under color of his office and during the continuance of the same. The plaintiff avers that said articles sold for more than the amount of said Execution and cost but said Robinson kept and did not pay the same over according to law.

And this plaintiff avers that the said William Robinson did not well truly or faithfully discharge the duties of his office whereby an action has accrued to the plaintiff on the said writing obligatory.

The plaintiff says that by reason of the premises he has been damaged in the sum of five hundred dollars for which sum and interest he asks a judgment against the said defendants and for all proper relief. Cameron & Benton

Attorneys for plaintiff

State of Ohio Union County ss. Ashbury Gardner being first duly sworn deposes and says the facts stated and allegations made in his foregoing amended petition are true as he verily believes

(Signed) "A. Gardner"

Sworn to before me by said Ashbury Gardner and by him subscribed in my presence this 20th day of September 1878

W. H. Unger Clerk

Copy of writing obligatory

Know all men by these presents:

That we Wm H. Robinson and S. Walker and J. J. Anderson are held and firmly bound to the State of Ohio of Ohio in the sum of five hundred dollars, for the payment of which we hereby jointly and severally bind ourselves, heirs, assigns, Executors, and administrators

Whereas, the said Wm H. Robinson has been duly Elected and qualified as Constable in and for the Township of Claibourne County of Union and State of Ohio for the term of one year from the first day of April 1878 and until his successor shall be elected and qualified: Now if the

Said Wm H. Robinson shall safely keep and pay over to the proper persons in authority all moneys which may be collected or received by him, or which may otherwise come into his hands by virtue of his said Office, and shall duly, honestly and faithfully discharge and perform all and singular his duties as such Constable, according to law, during his continuance in Office then this obligation to be void, otherwise to be and remain in full force.

Signed and sealed by us this 10th day of April 1878. S. Walker S.S.
J. J. Anderson S.S.

The undersigned, Trustees of said Township of Claibourne hereby approve of the said S. Walker and J. J. Anderson as sureties of said Wm H. Robinson Constable, and the above bond is satisfactory.
(Signed) A. Manion, E. Hedges Trustees

State of Ohio Union County Claibourne Township. Before me P. E. Bamm Clerk of said Claibourne Township, aforesaid personally came W. H. Robinson who being sworn according to law says that he will support the Constitution of the United States, and that of the State of Ohio and that he will faithfully discharge his duties as Constable of Claibourne Township during his continuance in Office, and until his successor is Elected and qualified.

Sworn to and Subscribed before me this 10th day of April 1878
(Signed) P. E. Bamm Township Clerk

Afterward on the 24th day of September 1878 an Answer to the forgoing petition was filed with the Clerk of said Court which reads as follows viz:

Answer

Asbury Gardner
vs
Wm Robinson et als

Court of Common pleas Union County, Ohio

And now comes the defendants and for answer to Plaintiffs petition say that they deny each and every allegation in said petition contained except that the defendants Robinson is a Constable and has been qualified as such and gave bond, and that the defendants J. J. Anderson and S. Walker are Sureties on said bond as alleged in said petition and that the plaintiff is a head of a family and a resident of Ohio. Defendants say as a second Cause of defence that the plaintiff has a wife living and that he lives with his said wife and family upon certain Real Estate in Richwood in said County and said Plaintiff and his said family are now and have been since about the 1st day of April 1875 occupying said premises as a homestead and the Legal title to said premises so occupied by plaintiff is in the said wife of the plaintiff, and was in her at the time of the transactions complained of by Plaintiff as alleged to have occurred and long prior thereto

P. R. Kerr. Attorney for Defendants

State of Ohio Union County Ohio

Wm Robinson being sworn says he is one of the defendants in this case, and that he believes the allegations to be true

(Signed) W. H. Robinson

Sworn to before me and subscribed in my presence this 24th day of September 1878 W. M. Winget Clerk

On the 17th day of September an Entry was made on the journal of said Court which reads as follows viz:

No 2957 Journal Entry

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No 2957 Journal Entry

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No 2957 Journal Entry

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No 2957 Journal Entry

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No 2957 Journal Entry

Asbury Gardner
vs
W. Robinson et al

This day this cause came on to be heard on the demurrer to plaintiffs Petition and the Court being fully advised in the premises, do sustain said demurrer, whereupon plaintiff asked and obtained leave to amend his Petition by Saturday September 21st 1878

Afterward on the 24th day of September 1878 another Entry was made on the journal of said Court which reads as follows viz:

No 2957 Journal Entry

Asbury Gardner
vs
Wm Robinson et als

This day this cause came on to be heard upon the motion of the plaintiff for a continuance of this cause for reasons shown by affidavit of Plaintiff and the Court being fully advised in the premises do sustain said motion and this cause was upon the showing of the plaintiff continued to next term of this Court and the defendants have leave to amend their answer in 30 days from the rising of this Court. And it is ordered and adjudged by the Court that plaintiff pay the costs of this term.

Afterward on the 13th day of February 1879 an Entry was made on the journal of said Court which reads as follows viz:

No 2957 Journal Entry

Asbury Gardner
vs
William Robinson et al

Now came the parties herein by their attorneys; also came the following named jurors to wit: John Sellers, John Graves, Samuel Woods, C. Hinson, L. G. Nelson, J. R. Thornton, L. G. Ware, Benj. Allen, J. C. Hall, J. C. Harriman, Loy Ford, Isaac Fogle, and the said jury having heard the testimony and argument said cause was continued until tomorrow morning at half past eight o'clock.

And afterward on the 14th day of February 1879 another Entry was made on the journal of said Court which reads as follows viz:

No 2957 Journal Entry

Asbury Gardner
vs
William Robinson et al

This day again came the said parties by their attorneys and also came the jury herein for impaneled and sworn and the said jury having heard the charge of the Court retired to their room in charge of the Sheriff for deliberation. And now came the said jury into open Court with their verdict in writing, signed by their foreman, to wit: We the jury in this case being duly impaneled and sworn do find and say that we find for the plaintiff the sum of $146.08. J. C. Harriman Foreman

Afterward on the 22nd day of February 1879 another Entry was made on the journal of said Court which reads as follows viz:

No 2957 Journal Entry

Asbury Gardner
vs
William A. Robinson et al

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the motion of the said defendants for a new trial and was argued by Counsel. On consideration whereof and the Court being fully advised in the premises do require the said plaintiff to remit from said verdict the sum of said organ being all in excess of $68.50 with interest from April 10th 1878 and thereupon came the said plaintiff and

remitted from said verdict all in excess of $68.50 with interest as aforesaid and thereupon the Court overruled the said motion to set aside said verdict. It is therefore Considered ordered and Adjudged by the Court That the Plaintiff recover of the said defendants the said Sum of Seventy one and 92/100 dollars being the amount principal and interest of said verdict after the remitter together with his costs herein expended taxed to $ as to the taxing costs in the above judgement the defendants Except.

Attest W.M. Wright Clerk

3184

Ide & Wilson
vs
Richard Davis et. als.

In Pleas before his Honor John L. Potter Judge at a Court of Common Pleas begun and held at the Court House at Marysville within and for the County of Union and State of Ohio on the 7th day of February A.D. 1879

Heretofore to wit: on the 4th day of January 1878 a Petition was filed with the clerk of said Court which reads as follows viz:

Petition

Ide and O. F. Wilson doing business under the firm name and Style of Ide and Wilson Plaintiffs

vs.

Richard Davis, J. W. Scott & Wright Carriman Defendants

In Court of Common Pleas Union County Ohio. Petition

Plaintiffs say: That their cause of action is founded upon an account a copy a copy of which is hereby attached marked "A" and made a part of this petition,

Copy of account

("A") Columbus Ohio Sept 19th 1878

Richard Davis Rush Creek Union Co. O. Bought of Ide and Wilson

Due 4 mos from date. April 11th 1878

12	Mens goat & Lace	185	22.20	
12	Kid & Lace	150	18.00	
12	Kid Buttons	190	22.80	
12	Grain Bottoms	125	15.00	
12	Childs Grain Shoes	80	9.60	
12	Ladies Serge & Lace	1.30	15.60	
12	Miss Goat Button	1.60	19.20	
12	Ladies goat ties	1.35	16.20	
12	buckles ties	1.10	13.20	
12	grain Buskins	90	10.80	
12	Childs goat Button	1.15	13.80	
12	goat Button	90	10.80	
12	goat Lace	50	6.00	
12	Mens Buff Alexis	165	19.80	
12	Mens Plow Shoes	1.40	16.80	
12	Boys Buff alexis	135	16.20	
12	Youths Buff Alexis	1.10	13.20	
1	Mens Calf Boots		42.00	
1	Sioga Boots		3.00	
12	Mens goat & Lace	185	22.20	
12	grain Polish	1	12.00	
		Dray	30	$ 365.70
Septem 19	6% Interest from Aug. 11 to date			2.45

April 20

12	Ladies Grain S. Lace	125	$ 15	
12	Chicago Pat Fitted Shoes	110	13.20	
12	Pat Fitt Shoes	100	12.00	
		Tray	25	40.45
Septem 19th	6 % Interest		To date	20
				$ 408.80
	Notary Fee			40
				$ 409.20

The State of Ohio Franklin County SS. Before me a Notary Public in and for said County personally appeared O. F. Willson who being duly sworn says that - he is a member of the firm of Ide & Willson the owners of the account hereto attached; that said claim is correct, just and lawful as above stated; that no part of the same has been paid except as stated thereon; that there are no counter claims or set offs against the same to the knowledge of affiant, and that there is justly due the said Ide & Willson thereon the sum of Four hundred & nine 20/100 dollars and that they hold no security therefor whatever except a note herein attached for $400.00 in their favor drawn by Richard Davis, J. H. Scott and Winget & Harriman due & now from April 8th 878 with interest at 8% and given as collateral (Signed) O. F. Willson

Sworn to & before me and signed in my presence by said O. F. Willson this 20th day of September 1878. Charles F. Westmore

Notary Public Franklin County Ohio

There is due the plaintiffs on said account from the defendant Richard Davis the sum of Four hundred nine and 20/100 Dollars ($409.20) which they claim with interest from the 19th day of September A.D. 1878 the said Richard Davis for the purpose of securing the payment of the above account gave a note as collateral security and signed by the said Richard Davis J. H. Scott and Winget Harriman and of which the following is a copy.

"$400.00 Essex Ohio April 8th 878. Five months after date we promise to pay to the order of Ide & Wilson four hundred Dollars at Bank of Richwood, Richwood Ohio given as collateral with Eight per cent after due value received. (Signed) Richard Davis. J. H. Scott, Winget Harriman." The said Richard Davis has neglected and refused and still refuses and neglects to pay said account and plaintiffs claim that there is due from said defendants Richard Davis J. H. Scott and Winget Harriman to the said plaintiffs on said note as collateral security the said sum of four hundred Dollars with interest at 8% from September 8th A.D. 1878. Plaintiffs say that said Richard Davis is liable on said account as principal for the said amount of four hundred nine and 20/100 Dollars and said Richard Davis J. H. Scott and Winget Harriman are liable on said note as collateral security for the payment of said account. Plaintiff therefore asks judgment against said Richard Davis as principal for the sum of four hundred nine and 20/100 dollars at 6% from September 19th 1878 and plaintiff further asks judgment against

J. H. Scott and Wright Harriman on said note as security in the sum of four hundred dollars with interest at eight per cent from September 8th 1878 Robinson and Piper Attorneys for Plaintiffs

State of Ohio Union County ss

L. Piper being duly sworn says that he is one of the attorneys of the said Ide and Wilson duly authorized in the premises, that the said parties Ide and O. P. Wilson the plaintiffs herein are now residents of said County and are now absent therefrom and that the facts stated and allegations in the foregoing pleading of Ide and Wilson are as affiant believes true (Signed) L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 4th day of January A.D. 1879. W.W. Wright Clerk

Pracipe To Clerk. Issue Summons to Sheriff of Union County Ohio for the within named defendants returnable according to law. Endorse Amount Claimed $409.20 with Eight per cent interest from September 19th 1879 Robinson and Piper Attorneys for Plaintiffs

2964 Petition

Afterward on the 4th day of January 1879 a 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 the County of Union greeting. We command you to notify Richard Davis J. H. Scott and Wright Harriman that they have been sued by Ide & O. P. Wilson doing business under the firm name & style of Ide & Wilson in the Court of Common Pleas of Union County, and that unless they answer by the 1st day of February A.D. 1879 the petition of said Ide & Wilson 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. 1879.

Witness my hand and the seal of said Court this 4th day of January A.D. 1879. W.W. Wright Clerk.

Returned and filed January 13th 1879 Endorsed as follows viz:

Sheriffs Return

The State of Ohio Union County ss. Received this writ January 4th A.D. 1879 at 7 oclock P.M. And pursuant to its command served the same January 8th 1879 by delivering a certified copy thereof with the endorsements thereon to each of the within named Richard Davis Wright Harriman and J. H. Scott Fees $3.50 J. J. Miller Sheriff

And afterward on the 7th day of February 1879 an entry was made on the journal of said Court which reads as follows to wit:

No. 3187 Journal Entry

Ide & Wilson vs Richard Davis et als

And now come the said Ide & Wilson and the said Richard Davis, J. H. Scott and Wright Harriman or either of them having failed to demur or answer to the petition of the said Ide and Wilson it is considered that the said Ide and Wilson ought to recover the said sum of $409.20/100 with $9.11/100 the interest which the Court finds due on said sum up to the first day of this term of the Court against the said Richard Davis on said account. and it is further considered by the Court that the said Ide and Wilson ought to recover against the said J. H. Scott and Wright Harriman on said note as sureties for said Davis to said Ide and Wilson the sum of $400.00 together with the sum of $13.06/100 which the

Court finds due as interest on said note on the first day day of the term. It is therfore considered that the said Edwin Wilson recover against the said Richard Davis the said sum of $418 31/100 and against the said J.P. Scott and Winget Carriman the said sum $413 06/100 of the said sum of $418 31/100 as the sureties of said Davis with interest at 8% from February 5th 1879 together with their costs in and about their suit in this behalf expended taxed to $

Attest W.H. Winget

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Courthouse in the town of Marysville within and for the county of Union and State of Ohio on the 14th day of February A.D. 1879. Hereto for to wit: On the 19th day of August 1878 a petition was filed with the clerk of said Court which reads as follows viz:

2964 Petition

Court of Common Pleas Union County Ohio

Thomas Jones Plaintiff

against

James C. McCrary, William Roberts and S.P. Thompson Defendants

This cause comes into Court by transcript from the docket of L.B. Thompson a justice of the peace in and for the Township of Dover and County of Union and State of Ohio and the plaintiff says his action is founded upon a promissory note of which the following is a copy. Ten days Union County Ohio. Ninety months after date we or either of us, promise to pay Thomas Jones or order the sum of Eighty dollars for value received with interest at 8 per cent per annum. March the 10th 1877. James C. McCrary. William Roberts. S. P. Thompson. There are no credits thereon. There is due from the defendants to the plaintiff on said note, the sum Eighty dollars, which he claims with interest at eight per cent from the 10th day of March A.D. 1877 and for which he asks judgement

Jones and Lytle Attorneys for Plaintiff

State of Ohio Delaware County ss. Thomas Jones being sworn says that he believes the facts stated and allegations in the foregoing petition to be true, Thomas Jones.

Sworn to before me and signed in my presence this 16th day of Aug. A.D. 1878 F. M. Marriott Notary Public in and for Delaware County Ohio. Contested by Jones.

Afterward on the 13th of September 1878 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

Thomas Jones vs James McCrary et al

This day came on this cause upon the motion of defendants to strike the Petition from the files on the ground of the same being out of time and the Court being advised in the premises do sustain said motion and thereupon the plaintiff asked and obtained leave to file said petition instanter which is accordingly done and this cause is continued by consent of the parties.

And afterward on the 6th day of February 1879 an answer to the Petition was filed with the clerk of said Court which reads as follows viz:

Answer

Answer

Thomas Jones Plaintiff
vs
James McCrary, William Roberts and A. P. Thompson Defendants

Court of Common Pleas Union County Ohio Answer

And now comes James McCrary one of the said Defendants and says by way of Defence that the indebtedness of which said note is a part was made December 25th 1872 and that since said time several payments have been made thereon to wit: Decem 5th 1875 $75.00 January 6th 1876 $60.00 March 3rd 1877 $47.00. That the original note was $220.00 but that only $200 was received at its date. That the several payments refered to included usurious interest to wit 10 per cent as is also the $20.00 refered to usurious interest said defendant therefor demands that the four per cent usury refered to be computed as payment upon said original note and that said usury be deducted according to law. The defendant says further as a defense before this action was brought and on or about the 3rd day of September 1878 he tendered in payment of said note in the petition set forth the sum of $30.00 and the plaintiff then and has ever since refused to receive the same. The defendant has ever since been ready and willing to pay the same and has paid the sum of Fifty dollars into this Court, said sum of money ready to be paid to the plaintiff.

Andrew Stevenson & A. F. Hallpath Defendants Attorneys

State of Ohio Union County SS James McCrary being sworn according to law says that he is one of the defendants in the foregoing action and that the facts set forth and allegations made in the foregoing answer are true as he truly believes. (Signed) James McCrary

Sworn to before me and subscribed in my presence this 7th day of February A.D. 1879 W. W. Winget Clerk

And afterwards on the 14th day of February 1879 A Reply was filed with the Clerk of said Court which reads as follows viz:

Reply to answer of J. & W. McCrary

Thomas Jones Plaintiff
against
James McCrary, William Roberts and A. P. Thompson Defendants

Court of Common Pleas Union County Ohio. Reply to Answer

No 2964 Journal Entry

And now comes the Plaintiff Thomas Jones and for his Reply to the answer of the said Defendant James McCrary says, he denies the allegations of the answer of said defendant as therein set forth, and he says that the indebtedness and promissory note set forth in his said petition arose as follows. That on and prior to the 10th day of March 1877 one Reuben Freshwater and the said Defendant James McCrary were indebted to him upon a certain judgment which was given by the consideration of one A. B. Thompson a Justice of the Peace in and for Dover Township, Union County Ohio in the sum of $16.64 debt and $1.70 cost of suit which judgment was taken and rendered in a certain action wherein this plaintiff, Thomas Jones, was plaintiff and Reuben Freshwater and said defendant James McCrary were defendants which judgment was rendered on the 30th day January 1877. That on said 10th day of March 877 out of the process of a sale of the goods and chattles of said Reuben Freshwater the costs in said case together with $77.00 of said judgment were paid and that there remained yet due on said judgement, and unsatisfied, the sum of $88.5 which balance of said judgment was then

on said 10th day of March 1877 a valid and subsisting claim against the said James McCray, the Defendant herein, and that on said 10th day of March 1877 said judgment still remained and still being a valid and subsisting claim against said Defendant James McCray (the said Rendre Fichwater having been duly Executed so that nothing more could be collected from him by execution) this plaintiff and said Defendant James McCray made a full and complete settlement of said judgement and the said Defendant then and there gave his promissory note to plaintiff with said William Roberts and A.P. Thompson his sureties for the sum of $80.00 with interest at 8% due in one year after date, which note was given by said Defendant James McCray, and was accepted and received by this plaintiff in full satisfaction of said judgment and the same was then and there satisfied, and plaintiff says that the said note given, and received as aforesaid in full satisfaction of said judgment is the same note sued upon in this action, and this defendant denies that any part or portion of the consideration of said note was created in December 25th 1872 or that there ever was any judgment made upon the same or that any part or portion of said note is usurious or that any part or portion of the same is composed of usurious interest computed at the rate of ten per cent and he says that by reason of said note having been given in payment of said judgment as aforesaid, the said defendant is estopped from inquiring into or denying the consideration for which the same was given, and he therefore asks for judgment as prayed for in his said Petition. Jones & Sytle attorneys for Thomas Jones Plaintiff

State of Ohio Delaware County ss. Thomas Jones Plaintiff being sworn says he believes the facts stated and allegations contained in the foregoing reply to be true. (Signed) Thomas Jones

Sworn to by Thomas Jones before me and by him subscribed in my presence this day of February 1879. O.C. Towsley Justice of the Peace duly and for Delaware County Ohio. Fee $ paid by Plaintiff

Afterward on the 14th day of February 1879 an Entry was made on the Journal of said Court which reads as follows viz:

No 2964 Journal Entry

Thomas Jones Plaintiff
against
James McCray, Wm Roberts and A. P. Thompson Defendants

This day this cause came on for hearing on the demurrer of the defendant James McCray to the reply of the said Plaintiff and the same was argued by counsel and the Court being fully advised in the premises doth overrule said demurrer to which ruling the said Defendant James McCray did by his counsel at the time except and this cause came on further to be heard upon the petition, the answer the reply, the Exhibits and the evidence, and neither party demanding a jury the same was by agreement submitted to the Court and the Court having heard the same and being fully advised in the premises doth find that there is due the said Plaintiff on said note on the first day of this term with interest computed at the rate of 8% per annum, the sum of Ninety two and 15/100 Dollars. It is therefore

Considered and adjudged by the court that the said Plaintiff do
Recov- of the said defendants the said Sum of Sixty two and 5/100 Dollars
with interest thereon from the first day of this term computed at the rate
of 8% together with his costs herein taxed to $.

Attest W.W. Winget Clerk

No. 3046 — George Bishop Plaintiff / against / Peter Hynegar Defendant } Pleas before his Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 22nd day of February 1879. Thereof for to wit: On the 23rd of August 1878 a Petition was filed with the clerk of said Court which reads as follows viz:

Petition — George Bishop Plaintiff / vs / P. Hynegar Defendant } Court of Common Pleas Union County Ohio / Petition

1st Plaintiff says: This cause comes into this Court by way of appeal from the docket of the Justice of the Peace W. J. Hood of Claibourne Township Union County. 2nd That this Cause of action is founded upon a book account of which the following is a copy. P. Hynegar Dr. To George Bishop To Boarding hands for him as contractor of Grave Road from 1st of September 1876 to 20th of October 1876 @ 50 cts per day. Total amount $48 86

A copy of which is hereunto attached marked "A." There is due Plaintiff from said Defendant upon said account from 1st of September 1876 to 20th of October 1876 the Sum of $48 86 for which he asks judgment and costs. Stevenson & Kellogg Attorneys for Plaintiff.

State of Ohio Union County ss. George Bishop Plaintiff being sworn according to law says that he believes the statements and allegations of the foregoing Petition to be true. (Signed) George Bishop.

Sworn to by Geo Bishop before me and signed by him in my presence this 29th day of August 1878. W.W. Winget Clerk

Afterward on the 23rd day of August 1878 an appeal Bond was filed with the clerk of said Court which reads as follows viz:

Appeal Bond — George Bishop / vs / Peter Hynegar } Judgment before W. J. Hood J. P. Claibourne Township Union County Ohio

Whereas on the 31st day of July A.D. 878. The said Peter Hynegan obtained a judgment against the said George Bishop on the docket of the said W. J. Hood J. P. for costs and the said George Bishop intends to appeal therefrom to the Court of Common Pleas of Union County. Now therefore I George Bishop and E. Burns of Marysville do hereby pursuant to the statute in such case made and provided promise and undertake in the sums and to the amount of fifty dollars that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment & costs and also that the said appellant will prosecute his appeal to effect and without unnecessary delay (signed) George Bishop Emanuel Burns.

Afterward on the 22nd day of February 1879 an Entry was made on the Journal of said Court which reads as follows viz:

Journal Entry — George ... Peter- ... alleg... tiff in ... Court ... Sum of ... Pleas ... Term a... and for ... 87 ... filed ... William ... J. J. Mc... $117 50 ... promise ... Entire ... Day ... "date ... several ... proceed ... after ... of suit, ... without ... to cred... "EE." ... The ... interest ... County ... tion & ... the amo... I have ... above ... within ... now ob... And a... Sons." "... of said ... which ... the Seco... Robinson ... State ... to law ... Grubbs ... H. Grub... sent ... in the ...

Petition in case to 2507

Journal Entry

George Bishop Plaintiff
vs
Peter Hynegar Defendant

Petition in case No 2507

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are true and that he is indebted to the plaintiff in the sum of Fifty five dollars. It is therefore considered by the Court that the plaintiff recover from the said defendant the said sum of Fifty five dollars and his cost herein expended.

Attest W.M. Winget Clerk

Pleas before his Honor Joshua T. Porter Judge at a Court of Common Pleas Terms and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the day of 87 Heretofore to wit on the 26th day of July 877 a Petition was filed with the Clerk of said Court which was as follows to wit:

William H. Grubbs Plaintiff
vs
J. J. McNeal Defendant

The plaintiff says: That his action is founded upon a promissory note of which the following is a copy:

$117.50 Broadway O. February 2nd 1877. Two months after date I promise to pay to the order of James Grubbs and Sons one Hundred Seventeen and 50/100 Dollars with current Exchange at New York. Payable at Bank of Marysville Marysville Ohio without defalcation value received with interest at 8%. The makers and Endorsers severally waive Presentment for payment Protest and notice of Protest and non payment of this note and agree that if collected after maturity ten per cent attorney fees shall be added and in case of suit, judgment for same, shall be included in judgment on note without any relief whatever from valuation or appraisement laws No credits allowed on this note unless endorsed on back by payee." (Signed) J. J. McNeal

The following endorsements appear on said note. I own a half interest of 208 acres of land in my own name in the town of Pike County of Pike and State of Ohio which is worth at a fair valuations $1600.00. It is not encumbered by mortgage or otherwise except the amount of $ and the title is perfect in me in all respects I have stock and personal property to the amount of $500.00 over and above my debts and liabilities Stand and signed at the time the within note was made and for the purpose of procuring the credit now obtained. (Signed) J. J. McNeal

And also a further Endorsement as follows to wit: "James Grubbs & Sons." "W. H. Grubbs." There is due from the defendant to the plaintiff of said note the sum of One hundred seventeen and 50/100 Dollars which he claims with interest at Eight per cent per annum from the second day of February 1877 and for which he asks judgment Robinsons and Piper Plaintiffs attorneys.

State of Ohio Union County ss. L. Piper being duly sworn according to law says he is one of the attorneys of the above named William H. Grubbs duly authorized in the premises: that said plaintiff William H. Grubbs is a non resident of said County of Union and now absent therefrom and that the facts stated and allegations made in the foregoing pleading of William H. Grubbs are as affiant believes

time. L. Piper" Sworn to before me by L. Piper and by him subscribed in my presence this 26 day of July 1877 W.H. Wright Clerk

Precipe

To Clerk: Issue Summons upon the petition in the above case returnable according to law: Amount claimed $114.50 Dollars with interest at 8% from February 2nd 1877. Robinsons and Piper Plaintiffs Attorneys

Summons

And afterwards on the 8th day of September A.D. 1878 a 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 the County of Union Greeting. We Command you to notify James E. McNeal that he has been sued by William H. Grubbs in the Court of Common Pleas of Union County and that unless he answer by the 6th day of October A.D. 1877 the Petition of said William H. Grubbs 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 September A.D. 1877. Witness my hand and the seal of said Court, this 8th day of September A.D. 1877. W.H. Wright Clerk

Seal

Returned and filed September 17th 1877 Endorsed as follows viz:

Sheriffs return

The State of Ohio Union County SS. Received this writ September 8th A.D. 1877 at 10 oclock A.M. And pursuant to its command I served the same September 11th 1877. By delivering to the within named J. J. McNeal a certified copy of this writ with the endorsements thereon. Fees $1.50

J. J. Miller Sheriff. By W.H.H. Dept.

And also on the 8th day of September 1877 another petition was filed with the Clerk of said Court which reads as follows viz:

Petition in case No 2603

William H. Grubbs Plaintiff

against

J. J. McNeal Defendant

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. $100.00/100 Broadway O. February 2nd 1877 Six months after date I promise to pay to the order of James E. Nubbs and Son one hundred dollars with current exchange on New York Payable at Bank of Maysville, Maysville Ohio without defalcation value received with interest at 8%. The makers and endorsers severally waive presentment for payment, protest and notice of protest and non payment of this note and agree that if collected after maturity ten per cent attorney fees shall be added and in case of suit judgment for same shall be included in judgment on note. Without any relief whatever from valuation or appraisement laws. No credits allowed on this note unless endorsed on back by payee. (Signed) J. J. McNeal

The following endorsements appear on said note. I own a half interest of 208 acres of land in my own name in the town of Pike County of Pike and State of Ohio which is worth at fair valuation $1600.00 It is not encumbered by mortgage or other except the amount of $ and the title is perfect in me in all respects. I have stock and personal property to the amount of $500 over and above my debts and liabilities. Stand and signed at the time the within note was made and for the purpose of procuring the credit now obtained.

(Signed) J. J. McNeal

Precipe

Summons in case No 2603

Seal

No 2507 Entry

Amount

also "James Grubb and Sons." There is due from the defendant to the Plaintiff on said note the sum of one hundred dollars which he claims with interest at eight per cent from the 2nd day of February A.D. 877 and for which he asks judgment. Robinson & Piper Attorneys for Plaintiff.

State of Ohio Union County SS L. Piper being duly sworn says he is one of the attorneys of the above named William H. Grubb duly authorized in the premises that said William H. Grubb is not a resident of said County and now absent therefrom and that the facts stated and allegations in the foregoing petition are true as he verily believes "L. Piper."

Sworn to before me by L. Piper and by him subscribed in my presence the 8th day of September A.D. 877. W.M. Wright Clerk.

Recipe To Clerk: Issue Summons upon the petition in the above case to the defendant D. J. McNeal returnable according to law, Amount Claimed one Hundred dollars ($100) with interest at eight per cent from the 2nd day of February A.D. 877. Robinson and Piper attorneys for Plaintiff. Endorsed "I am good for costs" "W. H. Robinson" Approved W.M. Wright Clerk

Afterward on the Eighth day of September a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons in Case No 2603

The State of Ohio, Union County SS. To the Sheriff of the County of Union Greeting: We command you to notify D. J. McNeal that he has been sued by William H. Grubb in the Court of Common Pleas of Union County, and that unless he answer by the 6th day of October A.D. 877 the Petition of said William H. Grubb 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 September A.D. 1877. Witness my hand and the Seal of said Court, this 8th day of September A.D. 1877. W.M. Wright Clerk.

(Seal)

Returned and filed September 17th 1877. Endorsed as follows viz: The State of Ohio, Union County SS. Received this writ September 8th A.D. 1877 at 10 o'clock A.M. And pursuant to its command I served the same September 11th 1877 by delivering to the within named J.J. McNeal a certified copy of this writ with the endorsements thereon. J.J. Miller Sheriff By W.H. Houk Deputy Fees $1.50.

And afterward on the 15th day of October A.D. 1877 an entry was made on the Journal of said Court which reads as follows viz:

No 2507 Entry

William H. Grubb against J.J. McNeal } Ordered to be consolidated with case No. 2603

And afterward on the 2nd day of February 1878 an answer to the petitions in case 2507 and 2603 (Consolidated) was filed with the Clerk of said Court which reads as follows viz:

Answer

William H. Grubb Plaintiff
against
J.J. McNeal Defendant
} Court of Common Pleas Union County Ohio
Answer

The defendant now comes and files this his answer to the two suits of the plaintiff Nos 2507 and 2603 which suits were by the

order of the Court Consolidated and for his answer says that on the 2nd day of February 1877 he purchased of James Grubbs and Sons one organ for the sum of $217.50 and it was for the purchase of this organ that said notes described in the petition of the plaintiff were given and he says that there was a written warranty given him on said Organ at the time of his purchase of the same of which the following is a copy "This certifies that Style Concerto No 3+802 of our Manufacture is in every respect a first class instrument, that the materials used in its Construction are of the first quality, the wood thoroughly seasoned and that all the work is finished in the first and most skillful manner and we do hereby warrant it for six years from date against failure of any part except such as may be caused by accident misuse or neglect New York May 10th 1875 Horace Waters & Sons.

Said written warranty it signed by Horace Waters & Sons of New York and the same was given to him as their warranty and said James Grubbs & Sons made the same warranty though not in writing other than as set up in the one of Horace Waters and Sons. The said James Grubbs & Sons made said warranty of said Horace Waters & Sons their warranty in all respects to the said defendant J. J. McStal. This defendant says that said Organ was not such as it was by said James Grubbs & Sons warranted to him to be, He says it was only a five octave organ and to be an organ such as warranted to him should have had six octaves It is defective in tone and is otherwise defective. This defendant says that said organ if it had been such a one as it was warranted to be it would have been worth the $217.50 being the sum for which he gave said notes but he says by reason of said defects it was not worth over $120. He therefore says that he ought not to be adjudged to pay to the Plaintiff a greater sum on said notes than $120. He says at the time he purchased said organ he informed said James Grubbs & Sons that he was no judge of such an instrument and would rely entirely on the warranty that it was such an instrument as warranted to be. He therefore asks that he be allowed as an offset against said notes the sum of one hundred Dollars and the interest thereon at 8 per cent from the date of said notes. And such relief as the case demands. "Sterling & Ayers" Attorneys for defendants.

State of Ohio Union County ss D. J. McStal being by me first duly sworn says he is the defendant in the above suit and he says that the facts stated and allegations made in this his answer are true as he believes (Signed) "D. J. McStal"

Sworn to before me by D. J. McStal and signed by him in my presence this 2nd February 1878 W. M. Wright Clerk

Afterward on 2nd day of March 1878 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No 2603 & 2507

W. H. Grubbs vs D. J. McStal } This day this cause came on to be heard upon the motion of the plaintiff for leave to file reply in twenty days from sitting of this court and the Court being fully advised in the premises do grant said leave And this cause is continued.

And afterward on March 18th 1878 a reply to the foregoing answer of the defendant was filed with the clerk of said Court which reads as

2603
2507
Reply

Entry

2603
2507
Consolidated

Followeth viz:

2603
2507
Reply

William H. Grubbs Plaintiff
vs
J. J. McNeal Defendant
} Court of Common Pleas Union County Ohio

And now comes the plaintiff and for reply to said defendants answer says he admits the warranty of the organ in said answer mentioned. Plaintiff further says that defendant bought said Organ on the 19th day of August 1875 and gave therefor his four promissory notes of that date for fifty dollars each and running four six, nine, and twelve months respectively. On the 2nd day of February said defendant executed and delivered to the plaintiff his two promissory notes one for $100.00 and the other for $117.50 the seventeen and 50/100 dollars being interest and protest fees on said four promissory notes up to said 2nd day of February 1877. and at that date to wit: February 2nd 1877 said plaintiff delivered to said defendant the said four promissory notes cancelled and satisfied in full by said two promissory notes dated on said February 2nd. Plaintiff further replying to said answer says he denies each and every allegation therein contained except as herein already admitted.

Plaintiff prays judgment as in his petition. Robinson & Piper Attorneys for Plaintiff.

State of Ohio Union County, ss. L. Piper being duly sworn according to law says he is one of the attorneys of the above named plaintiff duly authorized in the premises: that the plaintiff is a non resident of said County and now absent therefrom and that the facts stated and allegations made in the foregoing reply are true as he verily believes

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 18th day of March A.D. 1878. W.W. Winget Clerk

Afterwards on the 8th day of May A.D. 1878 an Entry was made on the Journal of said Court which reads as follows viz:

2603
2507
Consolidated

William H. Grubbs
vs
J. J. McNeal
} Union Common Pleas - Entry

This day came the parties to this suit and thereupon this cause came on for hearing upon the motion and showing of the defendant for a continuance, whereupon the Court being fully advised in the premises do sustain said motion and thereupon the said case was continued to the next term at the costs of the defendants for this term - With leave to defendant to amend answer in 20 days from rising of Court and leave to plaintiff to reply in 40 days from rising of Court.

And afterward on the 30th day of September 1878 an Entry was made on the journal of said Court which reads as follows viz:

Entry

William H. Grubbs
vs
J. J. McNeal
} This day came the parties by their attorneys and this cause came on to be heard upon the motion of the defendant to continue this cause. On Consideration whereof and the Court being fully advised in the premises do order that this cause be continued at the costs of the defendant.

And afterward on the 5th day of February 1879 an Entry was

Entry 2507 and 2603 Consolidated

made on the Journal of said Court which reads as follows viz: W. H. Grubbs vs D. D. McNeal } Now came the parties herein by their attorneys, also came the following named persons as jurors to-wit: L. G. Webber, Hon. B. R. Thurston, L. Baker, Benjamin Deem, J. C. Hunt, J. E. Hamman, Lory Ford, Israel Fogle, H. S. Hood, Dalton Hays & L. Borger, J. VanPearse, (Talisman) And the said jurors having heard the testimony adduced, said cause was continued until tomorrow morning at eight and one half o'clock.

On February 6th 1879 another Entry was made on the Journal of said Court which reads as follows, "W. H. Grubbs vs. D. D. McNeal"

Entry 2507 and 2603

This day again came the said parties by their attorneys and also came the jury herein before impaneled and sworn: And the said jury having heard the charge of the court retired to their room in charge of the Sheriff for deliberation. And now came the said jury into open Court with their verdict in writing signed by their Foreman and say: We the jury in this case being duly impaneled and sworn do find and say that we find for the plaintiff and assess the amount in his favor at $217.50 with interest from date of notes as called for on notes. Henry S. Hood, Foreman

Another Entry was made on the Journal of said Court on the same day which reads as follows viz:

Nos 2504 & 2603 Entry

William H. Grubbs vs D. D. McNeal } This day this cause came on to be heard upon the motion of the defendant for a new trial - was argued by Counsel and submitted to the Court. And the Court being fully advised in the premises do overrule said motions, to all of which rulings of the Court the defendant by his Counsel Excepts.

Feb 6/79 Another Entry was made on the Journal of said Court which reads as follows viz:

Nos 2504 & 2603 Entry

William H. Grubbs vs D. D. McNeal } The jury in this action having on a former day of this term rendered a verdict for the plaintiff for the sum of two hundred fifty two and 52/100 dollars. It is therefore considered by the Court that the said plaintiff recover against the said defendant the said sum of $252.52/100 as aforesaid found due from the said defendant to the said plaintiff and also his costs in and about his suit in this behalf Expended taxed $

Attest W. M. Wright Clerk

Pleas before his honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio, on September 12th 1878, Thereto for to-wit on the 6th day of August 1878 a Petition for Partition was filed with the Clerk of said Court which reads as follows viz:

To the Court of Common Pleas of Union County and State of Ohio Petition

Hardin R. Pickett By his next friend Barton H. Pickett Plaintiff

vs.

John J. Stewart, John R. Pickett, James F. Pickett & Isabel Pickett Viola Pickett, Alley Pickett, Sarah E. Dall and Alexander Dall Harriett Kent and Sylvester Kent, John W. Innis, John Edgar Harriott, Sarah & Isabel Harris Newton L. Haines Eliza J. Boyer and William H. A. Boyer,

Your Petitioner Hardin R. Pickett who is a minor and brings and prosecutes this action by his next friend Barton H. Pickett, Respectfully Rep-

results that on or about the month of October 1865 one Joseph F. Pickett departed this life intestate and without issue leaving Rebeckah Isabel Pickett his widow. The said Joseph F. Pickett died seized in Fee simple of the following Real Estate situate in the said County of Union and State of Ohio. Bounded and described as follows, Part of survey No 2991- Beginning at a stake the north East corner of Lot No 9 in said survey No 2991 Thence S- 10-24- 82½ Poles to an ash. Sugar and Iron wood, Thence S. 80-20. 116 Poles to an Ironwood, Elm and Sugar. Thence S- 80- E- 82 2/3 Poles to two Sugars and a Beech, Thence N- 80- E- 116 2/3 Poles to the place of Beginning and being the North half of the above described tract. The said Joseph F. Pickett acquired title to said real Estate by Purchase and not by devise, descent or deed of gift. After the death of the said Joseph F. Pickett the said Isabel his widow intermarried with one Mulen Benton and afterwards died without issue leaving the said Mulen Benton her husband which, The said Isabel Benton made her last will and testament which after her death in the year 1871 was duly admitted to Probate in the County of Delaware Ohio that being the County which the said Isabel Benton last dwelt a copy of which last will is now on file and Recorded in the Office of the Probate Judge of the said County of Union.

The said Isabel Benton by said last will devised the whole of said Real Estate to the said Mulin Benton for and during his natural life and after the death of the said Mulin Benton the the said testator in said last will provided that said Real Estate should go to the following Persons to wit: To Eliza J. Cartland ⅓ thereof in Fee To Rhoda J. Pickett ⅓ thereof in Fee. To John W. Norris ⅓ thereof in Fee. To John C. Harnan and Sarah J. Harris in equal parts ⅓ thereof in Fee. Afterward about the 20th day of August 872 the said Rhoda J. Pickett departed this life intestate unmarried and without issue. The said Rhoda J. Pickett left her brothers and her next of kin and legal representatives to wit: Your Petitioner, John R. Pickett, Hola Pickett, James F. Pickett, Alley Pickett her brothers and Sarah E. Pickett, Harriett Pickett, Isabel Pickett and Hola Pickett her sisters her only heirs at law. The said Sarah E. Pickett intermarried with one Alexander Doll, they now reside in Delaware County Ohio. The said Harriett intermarried with one Sylvester Hunt. They reside in the said County of Union. The said Mulin Benton has since departed this life so that his life estate in the said premises has terminated. The said Eliza J. Cartland has intermarried with W. A. H. Boyer, they now reside in the County of

The said Sarah J. Harriett has intermarried with Newton L. Harris. The heirs of Joseph F. Pickett claim some interest in said land. The said John C. Stewart claims to have bought out the other heirs of said Isabel Benton but his deeds do not appear of record and he is made a party that all questions of title may be fully settled and determined. Your Petitioner has a legal estate in the undivided 1/32 part of said premises and the said John R. Pickett, James F. Pickett Alley Pickett, Isabel Pickett, Hola Pickett, Sarah E. Doll

To the Court of Common Pleas of Union County and State of Ohio Petition

Harriett Kent have each a 1/2 part thereof. As to the interest of the other devisees of the said Isabel and the said John H. Stewart they are required required to be set up else the said petitioner will claim from the Record that said John H. Stewart has no interest therein and that the other devisees of said Isabel have the parts and portions devised to them respectively. Your Petitioner therefore prays that a summons may issue to Each of said parties and all the several rights and interests may be fully settled and determined by the finding and decree of this Court and that partition may be had of said Premises, so that the parties may enjoy their interests in severalty and that the share of the said Petitioner may be offset and a division made in such manner as may be equitable and just and for all proper relief. Cameron & Burton Attorneys for Petitioner.

State of Ohio Union County ss. Barton H. Pickett being first duly sworn deposes and says that he is the next friend and agent of the said Harden R. Pickett duly authorized in the premises that said Harden R. Pickett is an infant under 21 years of age and the facts stated and allegations made in the forgoing petition of the said Harden R. Pickett are true as he verily believes. (Signed) B. H. Pickett

Sworn to before me by said Barton H. Pickett and by him subscribed in my presence this 5th day of July 1878. W.W. Winget Clerk

Precipe To the Clerk: Issue summons upon the forgoing Petition returnable according to law direct to the Sheriff of Union County for John H. Stewart John R. Pickett, James F. Pickett, Isabel Pickett, minor over 14 years of age, Hola Pickett, minor under 14 years of age, Alley Pickett minor under 14 years of age. Harriett Kent, Sylvester Kent, John W. Ferris, John E. Harriett, Sarah Isabelle Harris, Newton L. Harris Eliza J. Boyer William A. H. Boyer. To the Sheriff of Delaware County, for Sarah E. Dow and Alexander Dow, Indorse Equitable relief and partition.

Afterwards on the 6th day of August A.D. 1878 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons The State of Ohio Union County ss. To the Sheriff of the County of Union greeting: We command you to notify John H. Stewart, John R. Pickett, James F. Pickett, Isabell Pickett minor over 14 years of age, Hola Pickett minor under 14 years of age, Harriett Kent Sylvester Kent, John W. Ferris John E. Harriett, Sarah Isabel Harris, Newton L. Harris, Eliza J. Boyer and A. H. Boyer that they have been sued by Harden R. Pickett by his next friend Barton H. Pickett 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. 1878. Witness my hand and the seal of said Court, this 6th day of August A.D. 1878. W.W. Winget Clerk.

Aug 19/78 Returned and filed Endorsed as follows viz:

Sheriffs Return The State of Ohio Union County ss. Received this writ August 6th A.D. 1878, at one oclock P.M., and pursuant to its command served the same August 13th 1878 on John H. Stewart, John E. Harriett and Harriett Kent by delivering to each of them a true and certified copy of this writ with the endorsements thereon and on the same day served on John R. Pickett, James F. Pickett and Sylvester Kent by leaving at each of

Answers their re... the Endo... etc. Ha... a true a... Isabel ... residing ... said Pe... the Endo... ned E... vis and ...sed "J H...

And ... filed ... Harden ...

John H. ... Isabel P... and Alex... John W. ... Newton L...

And ... arate An... swer an... part of ... purcha... and her... wife an... land- ... premis... his inju... Attorney ...

The Si... ned de... tions Co... "J. J. Stew... Sworn ... presence ...

And ... on the Jo... Harden ... By his ne...

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Default

Journal Entry No 2998

their respective places of residence a certified copy of this writ with the Endorsements thereon, and on the same day served Isaac Pickett, Cola Pickett and Alley Pickett by delivering to each of them a true and certified copy of this writ with the endorsements thereon and Isabel Pickett Cola Pickett and Alley Pickett being minors and residing with their father Barton Pickett & left at the residence of said Barton Pickett three true and certified copies of this writ with the Endorsements thereon one for each of said minors, the within named Eliza J. Boyer, A. C. Boyer, Newton Harris, Sarah Isabel Harris and John W. Harris not found in my County. Fees $1.75 Endorsed "In action for Equitable Relief & Partition." J. J. Miller Sheriff

And afterward on the 9th day of September 1878 an answer was filed with the Clerk of said Court which reads as follows viz:

Answer

Hardin R. Pickett by his next friend Barton C. Pickett

Against

John H. Stewart, John R. Pickett, James F. Pickett, Isabel Pickett, Cola Pickett, Alley Pickett, Sarah E. Doll and Alexander Doll, Harriet Hunt and Sylvester Hunt, John W. Harris, John Edgar Harriott, Sarah Isabel Harris, Newton L. Harris, Eliza J. Boyer and William A. C. Boyer

In Court of Common Pleas Union Co. Ohio

Answer

And now comes the defendant John H. Stewart and for his separate Answer to the petition of Plaintiff says. That he is the legal owner and entitled to the possession of the undivided three fourths part of the premises described in Plaintiffs petition. That he has purchased and holds deeds for the interests of said Eliza J. Custard and her husband, John W. Harris and wife, John H. Harriott and wife and Sarah J. Harriott (now Sarah J. Harris) and her husband. This defendant therefore asks that in the partition of said premises the three fourths part thereof may be assigned to him and his rights therein fully protected by the Court and for all proper relief

J. J. Stewart Attorney for defendant A. J. Carpenter

The State of Ohio Union County ss John H. Stewart the above named defendant being sworn says that the facts stated and allegations contained in this foregoing answer are true as he verily believes.

"J. J. Stewart"

Seal

Sworn to before me by John H. Stewart and signed by him in my presence this 4th day of September A.D. 1878. J. B. Cole Notary Public

And afterward on the 12th day of September 1878 an Entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No 2998

Hardin R. Pickett
By his next friend
vs
John H. Stewart et als

On motion of the said Plaintiff and it appearing to the Court that the said defendant Isabel Pickett is a minor over fourteen years of age and has neglected in person to apply for the appointment of a guardian for the suit for more than twenty days after the return of the summons and it further appearing that Cola Pickett and Alley Pickett are minors under 14 years of age and have no guardian, It is therefore ordered that John L. Broderick be and he is hereby appointed guardian for the suit for the said Isabel Pickett Cola Pickett and Alley Pickett and thereupon came the said

John M. Brodnick and accepted said appointment and filed his answers herein on behalf of said minors.

Afterward on the 12th day of September 1878 an answer was filed with the Clerk of said Court which reads as follows viz:

Answer of Minors

Harden R. Pickett By his next friend Barton W. Pickett Plaintiff

vs.

John J. Stewart and others Defendants

In Partition

Answer of the guardian ad litem

And now comes the defendants Isabel Pickett, Hola Pickett, Alley Pickett minors by their guardian John M. Brodnick who is especially appointed for this suit and for answer to the petition of the said plaintiff say: They are minors and know nothing of the matters herein and therefor deny the same and ask the protection of the Court. "John M. Brodnick, Attorney for these defendants."

And afterward on the 12th day of September 1878 an Entry was made on the Journal of said Court which reads as follows viz:

Entry to 2998 In partition

Harden R. Pickett By his next friend

vs

John J. Stewart et als

And now came the said Harden R. Pickett By Cameron & Denton his Attorneys and thereupon this cause came on to be heard upon the petition of the said plaintiff the answer of the said John J. Stewart together with the answer of the minor Defts and testimony and was argued by Counsel. On Consideration whereof the Court do find that the defendants have all been duly notified, and the Court find that the lands in the petition described was acquired by the said Joseph F. Pickett deceased by purchase and not by devise descent or deed of gift and the Court do further find that said land descended to the said Isabel Pickett and that said Isabel Pickett intermarried with the said Stulin Denton and that she has departed this life leaving a will as stated in the petition that said will has been duly admitted to Probate of Record and that said Stulin Denton has departed this life as stated in said petition. The Court further finds that the defendant J. J. Stewart has purchased and now is the owner in fee simple of the interests of the persons set forth in his answer and that said John M. Stewart is the owner in fee simple and entitled to the undivided three fourths (3/4) of said premises. And that said Rhoda J. Pickett has departed this life intestate leaving as her only heirs and legal Representatives her brothers and sisters to wit. the Plaintiff Harden R. Pickett the defendants John R. Pickett, James F. Pickett, Alley Pickett, Sarah E. Doll, Harriett Kent Isabel Pickett, Hola Pickett and that each of the heirs of the said Rhoda Pickett above named are seized in fee simple of the undivided one thirty second part of premises. And that said parties are tenants in common in said premises with the petitioner. 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 S. Murry, S. H. Dunbrow, J. B. Dondua. Partition be made of said lands in the following proportion to wit. to the said John J. Stewart three fourths part thereof To the said Harden R. Pickett one thirty second (1/32) part thereof. To the said John B. Pickett, James F. Pickett, Alley Pickett, Sarah E. Doll, Harriett Kent Isabel Pickett Hola Pickett each one thirty

Writ of Partition

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(1/32) part thereof. And it is further ordered that the Sheriff return his proceeding in the premises forthwith

Writ of Partition

Afterward on the 21st day of September A.D. 1878 a Writ of Partition was issued by the Clerk of said Court which reads as follows viz:

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 S. Mowry, S.W.H. Durbrow and J.B. Dowdna, you cause Partition to be made of the following described premises situate in the County of Union and State aforesaid, to wit: Part of Survey No 2991. Beginning at a stake the North East corner of lot No 9- in said survey, thence N. 10° W. 82½ Poles to an ash Sugar and Ironwood- Thence S. 80. W. 116 Poles to an Ironwood, Elm and Sugar, Thence S. 80. E. 82⅔ Poles to 2 Sugars and a Beech- Thence N. 80. E. 116⅔ Poles to the place of Beginning and being the North half of the above described tract, among the persons named herein, and in the following proportions, to wit: To John J. Stewart ¾ part, to Harden Pickett 1/32 part to John R. Pickett, James F. Pickett, Alley Pickett, Sarah E. Doll, Harriett Kent, Isabel Pickett and Hola Pickett each 1/32 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 Harden R. Pickett by his next friend is petitioner, and the said J. J Stewart and 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 said Court of Common Pleas, at the Court House in Marysville this 17th day of September A. D. 1878. W. M. Winget Clerk.

Sheriffs Return

Returned and filed September 21st 1878 Endorsed as follows viz: As Commanded by the forgoing Writ of Partition, I have Executed the same by the oaths of Andrew S. Mowry, S.W.H. Durbrow and J. B. Dowdney Causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand, This 21st day of September A.D. 1878. J. J. Miller Sheriff. Sheriffs fees $4.45 A.S. Mowry surveyor $3.00 Commissioners $3.00

Commissioners Report

Harden R. Pickett &c
against
John J. Stewart & others
} Union County ss. Court of Common Pleas.
- In Partition -

According to the Command of the Writ of Partition in this case issued, and on the 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 opinion that said lands cannot be divided without manifest injury and we do estimate the value of the same at fifteen hundred dollars. We also return a corrected description of said lands as follows. Beginning at a stone in place of an ash, Sugar and Ironwood (gone) in the East line of survey No 2991 and South East corner to a lot of land conveyed by Lyne Starling to Patrick Ryan on the 2nd day of May 1843 Thence with the South line of said lot of land S. 80° W. 116 Poles to a stone, Ironwood, Elm and Sugar. Thence S. 10° E. 41⅓ Poles to a stone Thence N. 80° E. 116⅓ Poles to a stone in the East line of said survey

No 2991. Thence S 10 ° W. 41 1/3 Poles to the beginning. Containing 30 acres more or less, Part of survey No 2991. Given under our Hands, this 20 th day of September A. D. 1878. Andrew S. Mowry. S. M. H. Durbraw. J. B. Dowden Commissioners.

And afterward on the 14 th day of October 1878 an Entry was made on the Journal of said Court which reads as follows viz:

No 2998 Entry — Hardew R. Pickett by his next friend Barton W. Pickett vs. John J. Stewart et als } In Partition

On Motion to the Court by Cameron & Denton Counsel for said Petitioner and upon producing the return of the sheriff and the report of said Commissioners heretofore appointed and the same having been examined by the Court here and found in all respects correct and in conformity to law. It is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed and therefore neither of 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 to which time this action is continued.

Afterward on the 6 th day of November A. D. 1878 an Order of Sale in Partition was issued by the Clerk of said Court which reads as follows viz:

Order of Sale in Partition — 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 September Term A. D. 1878 in a certain Petition for Partition, now pending in said Court, wherein, Hardew R. Pickett by his next friend was Petitioner and John J. Stewart et als were Respondents We Command you that, without delay, you proceed to sell at Public auction the lands and tenements in said Petition described, viz: Part of Survey No 2991- Beginning at a stake, the north East corner of lot No 9 in said Survey- Thence S 10° W 82 1/2 Poles to an ash, Sugar and Ironwood Thence S. 80- W- 116 Poles to an ironwood Elm & Sugar- Thence S- 80- E- 82 2/3 Poles to 2 Sugars and a Buck, Thence North 80- E- 116 2/3 Poles to the place of beginning and being the north half of the above described Tract. Appraised at $1500 00; And that your proceedings in the premises you make return to our said Court of Common Pleas at their next term; and have you then and there this writ. Witness my hand and the seal of the said Court, at Maysville this 6 th day of November A. D. 1878. W. M. Winget Clerk.

Sheriffs return — Returned and filed 12 th 1878 Endorsed as follows viz: 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 printed and in general circulation in Union County Ohio: and on the 14 th day of December A. D. 1878 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 and tenements described in this writ: and then and there came John J. Stewart who bid for the same the sum of Twelve Hundred ($1200) Dollars and said sum being more than two thirds the appraised value: and he being the highest and best bidder he was declared the purchaser. Sheriffs fees $15- 30 Printers fees $10 00

J. J. Miller Sheriff of Union County Ohio.

Affidavit of Publication — Afterward

Entry No 2998 — John H.

Afterward on the 6th day of February 1879 the following notice of Publication was filed with the clerk of said Court which reads as following:

Notice of Publication

Hardin R. Pickett, by his next friend
vs
John J. Stewart et al.

Court Common Pleas Union County O.
Order of Sale in Partition.

By virtue of the above stated writ from said Court to me directed, I will offer at public sale at the door of the Court House in Marysville Ohio on Saturday December 14th 1878 at or about one o'clock P.M., of said day the following property to wit: Part of Survey No. 2991 Beginning at a stake, the north east corner of lot No 109 in said survey: thence N. 10° W. 82½ poles to an ash, sugar and ironwood; thence S. 80. W. 116 poles to an ironwood, Elm and sugar; thence S. 80 E. 82 2/3 poles to a sugar and a beech, thence north 80 E. 116 2/3 poles to the place of beginning and being the north half of the above described tract To be sold free from dower Appraised at $1.500 Terms of Sale. One third in hand. The remainder in two equal annual payments, having interest at six per cent and secured by mortgage on the premises sold. J. J. Miller Sheriff of Union County Ohio. Cameron & Denton Attorneys for Plaintiff Nov. 13, 1878- $20.80

The State of Ohio, Union County ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with November 13th, 878 "W. C. Shearer"

Sworn to and subscribed before me, this 6th day of February 1879
W.M. Wright Clerk.

Afterward on the 24th day of February 1879 an Entry was made on the Journal of said Court which reads as follows viz:

Entry No 2998

Hardin R. Pickett
vs.
John H. Stewart

And now came the said Hardin R. Pickett by Cameron and Denton his counsel and on his motion and on producing the report of the Sheriff of his sale made under the former order of this Court and the Court being fully satisfied on Examination that said sale has been made according to law it is ordered that said proceedings and sale be, and the same is hereby approved and confirmed and the said sheriff is ordered to duly executed to convey said premises to the said purchaser in fee simple and it is further ordered that the said sheriff out of the moneys in his hands pay first the costs of this suit including a counsel fee of $+2.50 to be taxed at $ and that of the residue he pay to the said Hardin R. Pickett one equal 1/32 part thereof. The said John R. Pickett the one equal 1/32 part thereof. The said James E. Pickett the 1/32 part thereof. The said Alley Pickett the one equal 1/32 Part thereof. To Isabel Pickett the one equal 1/32 Part thereof To the said Hale Pickett the one equal 1/32 Part thereof, To the said Sarah E. Doll the one equal 1/32 Part thereof To the said Harriet Hunt the one equal 1/32 part thereof. And to the said John H. Stewart the one equal 3/4 part thereof. Attest W.M. Wright Clerk

Pleas before His Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 18th day of May A. D. 878

Heretofore to wit: On the 26th day of March 1878 a Petition was filed into the clerks of said Court which reads as follows viz:

No 2838 Petition

John M. Fleming Plaintiff
Against
Nettie Fleming Defendant
} Court of Common Pleas Union County Ohio

The Plaintiff says: He has been a resident of the State of Ohio for the year last past and is at the present time a bona fide resident of the said County of Union. 2 On the 18th day of March 1875 at Leesburg Township in the County of Union and State of Ohio he was married to the defendant and he has ever since conducted himself toward the said Nettie Fleming as a faithful and dutiful husband. 3 The issue of said marriage was the following child towit: James C. Fleming aged Seventeen months. 4 The defendant regardless of her Marital duties on or about the 20th day of November 1877 at the House of the Plaintiff in the town of Mansfield Union County Ohio did commit adultery with one Thomas B. Benton and at various other times and places at the home of Plaintiff in said Village of Mansfield since said time has the defendant committed adultery with the said Benton; And the plaintiff since learning said facts with regard to said adultery to wit: on January 28th 1878 has left the defendant and now resides with James A. Hoskins in Leesburgh Township Union County Ohio. 5 The Plaintiff prays that he may be divorced from said Nettie Fleming and that the custody of said child may be decreed to him, and that he may have such other and further relief as equity may require. Stevenson & Mallpraths Attorneys for Plaintiff.

The State of Ohio Union County SS. John M. Fleming being duly Sworn according to law says, That he is the Plaintiff in the foregoing action and that the matters and things set forth and allegations in the foregoing Petition are true as he verily believes. "John M. Fleming."

Sworn to before me and subscribed in my presence this 26th day of March 1878 W.W. Winget Clerk.

Precipe

John M. Fleming vs Nettie Fleming } Court Common Pleas Union County Ohio To Clerk: Issue summons upon the foregoing Petition returnable according to law and deliver copy of Petition to Sheriff for service Endorse "Divorce and Custody of child prayed for." Stevenson & Mallpraths Attorneys for Plaintiff.

Afterward on the 8th day of April 1878 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio Union County SS} To the Sheriff of the County of Union Greeting: We command you to notify Nettie Fleming that She has been sued by John M. Fleming in the Court of Common Pleas of Union County and that unless she answers by the 27th day of April A.D. 1878 the Petition of the said John M. Fleming 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 8th day of April A.D. 1878. Witness my hand and the Seal of said Court, this 26th day of March A.D. 1878. W.W. Winget Clerk.

Seal

Returned and filed Endorsed as follows April 8th 1878 viz:

Sheriffs Return

The State of Ohio Union County SS Received this writ March 26th A.D. 1878 And pursuant to its Command served the same April 4th 1878 by de

Answer

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Entry No 2838

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livering to the within named Nettie Fleming a certified copy of this writ with the Endorsements thereon and at the same time delivered to the said Nettie Fleming a certified copy of Petition for divorce. Fees $2.00 J. J. Miller Sheriff

Answer

Afterward on the 11th day of May 878 an answer to the foregoing Petition was filed with the Clerk of said Court which reads as follows viz. "In the Court of Common Pleas of Union County Ohio"

John M. Fleming Plaintiff
vs
Nettie Fleming Defendant

The defendant Nettie Fleming for her answer to the Plaintiffs petition says she admits that she is the wife of said plaintiff and that they were married on or about the 18th of March 1875 and that the said issue James C. Fleming is their only issue, The defendant denies each and every other allegation and averment in the petition contained and not herein admitted. Having thus fully answered, the defendant asks that the Plaintiff in this action shall not have a divorce granted him on those grounds and that she may go hence and recover her Costs. D. W. Ayers Attorney for Defendant.

And afterward on the 18th day of May 1878 an Entry was made on the Journal of said Court which reads as follows viz:

Entry to 2838

John M. Fleming
vs.
Nettie Fleming
} Court of Common Pleas Union County, Ohio

This Cause came on for hearing, was submitted to the Court upon the pleadings and evidence, on consideration whereof, the Court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said John M. Fleming and Nettie Fleming be, and the same hereby is, dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care Education and control of the said child of the parties hereto be until further order confided to the said John M. Fleming exclusively. And the said Nettie Fleming is hereby enjoined from interfering in any manner with said child and from visiting said child until further order of Court. It is further considered by the Court that the said John M. Fleming Plaintiff pay the costs of this proceeding: and execution is awarded.

Attest W. W. Wright Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 16th day of September A. D. 1878. Heretofore to wit: on the 20th day of July 1878 a Petition

Petition

was filed with the Clerk of said Court which reads as follows viz:
To the Court of Common Pleas within and for the County of Union and State of Ohio.
Mathew Johnson Plaintiff
vs.
Sarah Johnson Elizabeth Rollins Dillard Rollins Robert E Green the heirs of Eliza A Green the heirs of Margaret Stout Mathias Furrow & Isabel Furrow Hiram Sovil and Mary Jane Sovil Defendants

The Plaintiff Mathew Johnson says that about the year A.D. 1850 one David Johnson of said County of Union departed this life leaving Sarah Johnson his widow and Wilson, James and the Petitioner Mather his only sons and Elizabeth, Eliza A. Mary J. Margaret and Isabel his only daughters all of whom were living at the time of the decease of the said David Johnson.

The said David Johnson died intestate seized in fee simple of the following described Real Estate viz: Situate in the said County of Union and State of Ohio and part of Virginia Military survey No. 4815 and bounded and described as follows viz: to wit: Part of survey No 4815 and bounded and described as follows. Beginning on the N. Bank of Mill Creek at 2 Pawpaws and Buckeyes a Southwesterly corner to Michael Brokes Thence with Brans line N. 7. E. 226 poles to two Beeches and Sourwood Thence N. 82 ½ W. 82 Poles to two Treches and small ash. Thence S. 7- W. 242 Poles to three Treches, Thence S. 89. E. Poles Crossing Mill Creek twice to the place of Beginning estimated to Contain one hundred and twenty acres. The said estate of David Johnson was fully settled and all his debts paid and the Petitioner bought out and fully paid to all the other heirs of the said David Johnson for their full and just proportion of the said Real Estate and took from them deeds of quit claim for their said interests and estate except the share of the said James whose interest and share in the said Estate still remained and who held in common with the Petitioner. That on or about the month of August A. D. 1866 the said James Johnson departed this life intestate leaving no widow child or Children (having never been married) The interest and share of the said James in said estate descended to his brothers and sisters aforesaid including the Petitioner after the death of said James to wit: about the year 1872 the said Wilson Johnson sold and conveyed his entire interest in said Premises to the Petitioner. The said Eliza A. intermarried with one Robert E. Green and by him had several Children and on or about the 1st day of April 1870 said Eliza A. died intestate leaving the said Robert and the said children viz: Clark Green, Mary Green, Lafayette Green, Carleton Green and Cynthia Green who reside in Kansas. The said Margaret intermarried with one Alfred Stout and by him had several children and on or about the 1st day of March 1878 the said Margaret departed this life leaving the said Alfred and said children viz: Mary Stout, Sarah Stout William Stout Eliza Stout, Wilson Stout. The said Isabel intermarried with one Mathias Furrow, they now reside in Hardin County Ohio. The said Mary Jane intermarried with Hiram Sovil, they now reside in Union County Ohio. The said Elizabeth intermarried with Dillard Rollins Their residence is

The Petitioner avers that he has fully paid

Praecipe

Summons issued to Sheriff of Union County

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to said Sarah Johnson for her dower right in said premises but the same was never assigned. The said Sarah gave the petitioner a deed for the said dower. The petitioner avers that he has fully paid said Isabel for all her interest in said lands except her interest in Jane's portion and on the 14 day of September 1852 she made her deed therefor to the petitioner and acknowledged the same before D. Sowle a Justice of the Peace but the said Justice failed to make a full and correct certificate of the same. But all the purchase money was paid and the petitioner has been in the peaceable and quiet possession of said premises since the year 1852. The petitioner is seized in fee simple and equitably entitled to the 5/56 of said premises and to the dower of said Sarah in the remainder. The heirs of the said Eliza A. Green 5/56. the heirs of Margaret Stout 5/56 the said Isabel Furrow 5/56 the said Elizabeth Rollins 5/56 the said Mary J. Sowle 5/56 the interest of said heirs being subject to the dower of said Sarah Johnson. The petitioner prays that the dower of the said Sarah may be assigned in some just manner to protect the rights of the petitioner and that the estate and interest of the said Mathew Johnson in said premises may be fully determined and his title quieted. That all deeds and papers necessary may be reformed so as to show the truth and that partition may be made of said premises as equity may require and for all proper relief. Cameron & Benton Attorneys for Plaintiff.

The State of Ohio Union County ss. Mathew Johnson being first duly sworn deposes and says that he is the petitioner on the foregoing petition and the facts stated and allegations made in his foregoing petition are true as he truly believes

"Mather his mark Johnson", Sworn to before me by said Mather Johnson and by him subscribed in my presence this 20th day of July 1878 W. M. Wright Clerk, By Tabor Randall Deputy.

Afterward on the 30th day of July, 1878 a Praecipe was filed with the Clerk of said Court which reads as follows viz:

Praecipe

Mathew Johnson
vs
Sarah Johnson and others

In Union Common Pleas No 2970

The Clerk will please issue a summons in this case directed to the Sheriff of Union County Ohio for Sarah Johnson, Mary J. Sowle, Mathias Sowle, Alfred Stout, Mary Stout, Sarah Stout-Minor under 14, William Stout-minor under 14, Eliza Stout Minor under 14, Wilson Stout-minor under 14. Also issue summons to Sheriff Hardin County Ohio for Isabel Furrow and Mathias Furrow. Returnable according to law. "Cameron & Benton" Attorneys.

Afterward on the 30th day of July 1878 a Summons was issued to the Sheriff of Union County by the clerk of said Court which reads as follows viz:

Summons issued to Sheriff of Union County

The State of Ohio Union County ss To the Sheriff of the County of Union, Greeting: We command you to notify Sarah Johnson Mary J. Sowle, Mathias Sowle, Alfred Stout, Mary Stout, Sarah Stout Minor under 14 years of age, William Stout minor under 14 years, Eliza Stout minor under 14 and Wilson Stout minor under 14 years

that they have been sued by Mather Johnson in the Court of Common Pleas of Union County, and that unless they answer by the 31st day of August A.D. 1878 the petition of the said Mather Johnson 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 August A.D. 1878. Witness my hand and the seal of said Court, this 30th day of July A.D. 1878" W.W. Winget Clerk"

Clerks

Sheriffs Return

Returned and filed Endorsed as follows viz: The State of Ohio, Union County SS, Recived this writ July 30th A.D. 1878 at — oclock — M, and pursuant to its Command I served the same on the within named Sarah Johnson, Mary J. Sowrie, Mary Stout, William Stout and Elizabeth Stout by delivering to each of them a certified copy of this writ with the endorsements thereon this 9th day of August 1878. Also served a copy of this writ on the within named Sarah Stout by delivering to her a certified copy of this writ with the endorsements thereon this 10th day of August 1878 and the said Sarah Stout being at the time an inmate of the Union County Infirmary, I served this writ on E.L. Price by delivering to him a certified copy of this writ with the endorsements thereon This 10th day of August 1878 the said E.L. Price being at the time Secretary of the Board of Directors of said Infirmary. Alfred Stout, Wilson Stout and Mathias Sowrie not found in this County Fees $8.20 J. J. Miller Sheriff By G. C. Edwards Deputy.

Legal notice

On July 30th 1878 another Summons was issued by the Clerk of said Court which reads as follows viz:

Summons directed to Sheriff of Hardin Co.

The State of Ohio Union County ss. To the Sheriff of the County of Hardin Greeting: We Command you to notify Isabella Furror and Mathias Furror that they have been sued by Mathias Johnson in the Court of Common Pleas of Union County and that unless they answer by the 31 day of August A.D. 1878 the petition of said Mathias Johnson 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 August A.D. 1878 Witness my hand and the seal of said Court this 30th day of July A.D. 1878 W.W. Winget Clerk

Clerks

Returned and filed August 8th 1878 Endorsed as follows viz: The State of Ohio, Hardin County ss. Recived this writ August 1st A.D. 1878 at 12 oclock M. and pursuant to its Command I served the same August 6th 1878 by delivering a certified copy hereof with the endorsements thereon to each of the within named, Isabella Furror and Mathias Furror. Fees $3.30 G.W. Dare Sheriff, Hardin County Ohio.

And afterward on the 12th day of August 1878 an answer was filed with the Clerk of said Court which reads as follows viz:

Answer

Mather Johnson Plaintiff
Against
Sarah Johnson, Elizabeth Rollins Dillard Rollins Robert P. Green The heirs of Eliza A. Green. The heirs of Margaret Stout, Mathias Furror, Isaac Furror Hiram Sowille and Mary Jane Sowille Defendants

In Court of Common Pleas Union County Ohio
Answers of Mathias Furror Isaac Furror Hiram Sowille. Mary Jane Sowille, William Stout. Eliza E. Perkins

William Perkins, Mary M. Hildreth and Enos Hildreth heirs of Margaret Stout deceased.

"And now come the said Defendants Mathias Farron Isabella Farron Hiram Fowrie and Mary Jane Fowrie, William Stout, Eliza E. Perkins, William Perkins, Mary M. Hildreth, Enos Hildreth heirs of Margaret Stout deceased and for answer to the Plaintiffs Petition say that they admit as alleged in said petition they are entitled to the one fifty sixth part of said premises as set forth in said petition, and they further admit that said Plaintiff has had peaceable and quiet possession since August 1866 of said premises, and they therefor ask the Court for a reasonable allowance in their favor for rents issues and profits of their respective shares in said premises since said August 1866. and for such other and further relief as equity may require. A. Stevenson H. C. Laurence, Attys for said Defendants

The State of Ohio Union County ss Mathias Farron being duly sworn says that he is one of the Defendants above named and that the facts set forth and allegations in the foregoing Answer of said Defendants are as he believes true. Mathias his X mark Farron

Sworn to before me and subscribed in my presence this 12th day of August 1878 W. M. Wright Clerk

Afterward on the 18th day of September 1878 a Legal notice was filed with the clerk of said Court which reads as follows viz: To Elizabeth Rollins, Dillard Rollins, Robert B. Green, Clark Green, Mary Green Lafayette Green, Carleton Green, Cynthia Green, Alfred Stout Mary Stout Sarah Stout, William Stout, Eliza Stout Dixson Stout Mathias Henson, Isabel Henson, Hiram Fowrie, Isabel Fowrie and Sarah Johnson. You are each notified that on the 20th day of July 1878 Mathew Johnson filed his petition in the Office of the clerk of the Court of Common Pleas of Union County, and State of Ohio against you, setting forth among other things that said Mathew Johnson is the owner in fee simple of 51-56 of the following described Real Estate situate in said County and being part of survey No. 4815 beginning on the north bank of Mill creek at two Sycamore and Buckeye, a Southwesterly corner to Michael Drake's, thence with Drake line South 7 E. 226 poles to two Beeches and ironwood; thence North 82 1/2 W. 82 poles to two Beeches and a small ash; thence South 7 W. 242 poles to three Beeches. thence South 89 E. 85 poles Crossing Mill Creek twice to the place of beginning, Containing 120 acres more or less. That the parties above named have interest in said land: Also that certain deeds executed to said Mathew Johnson by some of said parties are defective and ought to be corrected and that the dower of Sarah Johnson ought to be assigned, The prayer of the petition is that the right of all said parties to said land, and the portions of each may be fully determined by the Court and the defective deeds reformed and that partition may be made of said premises, and the dower of said Sarah Johnson assigned, so as to protect the petitioner and for general relief Cameron & Benson attorneys for petitioner.

Legal notice

The State of Ohio Union County. ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for six consec-

ution was in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 3rd 1878 "J. H. Steers". Sworn to and subscribed before me, this 18th day of September 1878 W. M. Winget Clerk.

Afterward on the 16th day of September 1878 an entry was made on the journal of said Court which reads as follows viz:

Entry No 2940 — Mathew Johnson, Plaintiff vs Sarah Johnson and Others } Be it remembered that on motion of the said Plaintiff Mathew Johnson and it appearing to the Court that Cynthia Green, Carleton Green, Lafayette Green, Mary Green and Wilson Stout are minors and Eliza Stout, William Stout are minors and that they have neglected until this date to apply for the appointment of a guardian it is ordered that Andrew Stevenson be and he is hereby appointed guardian for the suit for the said minors. And thereupon came the said Andrew Stevenson guardian for the suit and accepted said appointment and filed his answer.

Another Entry was made on the journal of said Court on September 16th 1878 which reads as follows viz:

Entry No 2940 in Partition — Mathew Johnson vs Sarah Johnson } This day came this cause on to be heard upon the petition of the said Plaintiff, the answer of the guardian additions and the pleadings in the case together with the Exhibits and testimony and was argued by Counsel. On consideration whereof and the Court being fully advised in the premises do find that due and legal notice of the filing and pending of the petition in this case has been given to the defendants as required by law and the Court do further find that all the facts stated in the said petition are true that said petitioner has purchased and is the owner of the several interests claimed in his petition that he has paid for the same and that the respective deeds ought to show that fact to be in accordance with the truth and that the Plaintiffs title as to that regard should be quieted. The Court do further find that the said Sarah Johnson is entitled to have her dower assigned to her in said premises subject to the Plaintiffs rights. The Court do further find that said Plaintiff is seized in fee simple of the undivided fifty one fifty sixths 51/56 part of the said premises and that the said Isabel Rollins and Elizabeth Rollins are each seized in fee simple of the undivided one fifty sixth 1/56 part thereof, that said Alfred Stout is entitled by Courtesy in the 1/56 part thereof and said Robert P. Green is entitled to an estate by Courtesy in 1/56 part thereof, and that all said interests are subject to the dower of said Sarah Johnson, And the Court do further find that said Clark Green, Mary Green, Lafayette Green, Carleton Green and Cynthia Green are each entitled to 2/80 part thereof subject to the said dower and Courtesy, and that said Alfred Stout is entitled to Courtesy in the 1/56 part thereof subject to the said dower and that Mary Stout, Sarah Stout, William Stout, Eliza Stout, Wilson Stout have each an estate in fee simple in the 2/80 part of said premises subject to the dower aforesaid and the Courtesy of the said Alfred Stout, and no reason appearing why Partition should not be made. It is therefore ordered adjudged and decreed that the said Sarah Johnson be endowed of one full equal third part of said premises and that subject thereto

Writ of Partition and Dower — Partition of ... iff of the ... entered and ... ed Comm... to the said ... oaths of ... the said ... portions ... entitled. Comm... bounds ... subject ... Sheriff ... And as ... And ... and ... The State ... ing: ... Heard, ... assigned ... County, ... master ... same ... sale, ... Part of ... Benjamin ... Green ... Brace ... N. 82 ½ ... 242 ... Twice ... subject ... and in ... To Isabel ... Rollins ... Sarah ... Robert ... Fayette ... pursuant ... within ... for Par... Petition... And ... said pre... the sale ... free from ... strictly ... Virtue ...

partition of said Estate to be made and that an order issue to the Sheriff of the said County of Union Commanding him that by the oaths of James Herd David Hoover and Three disinterested and judicious free holders of the vicinity who are hereby appointed Commissioners for that purpose to set off and assign such dower to the said Sarah Johnson according to law and that by the like oaths of the said Commissioners he cause to be set off and divided to the said plaintiff and to each of the said defendants the lands and portions of the said Estate to which they are herein & for already found entitled. And it is further ordered that if in the opinion of the said Commissioners said premises cannot be divided by metes and bounds without injury to the value thereof they appraise the same both subject to and also free from dower. And of his proceeding herein the said Sheriff is ordered to make due return without unnecessary delay. And as to other matters this cause is passed.

And afterwards on the 29th day of September 1856 a writ of Partition and Dower was issued by the clerk of said Court which reads as follows viz:

Writ of Partition and 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 James Herd, David Hoover and A. S. Mowry you cause to be set off and assigned to Sarah Johnson widow of David Johnson, late of said County, deceased, one full equal third part of the Real Estate hereinafter described: And that in like manner, by the same oaths of the same men, you cause Partition to be made of the following real estate, situate in the said County of Union and State of Ohio. Part of U.M. Survey No 4815. Bounded and described as follows viz: Beginning on the North Bank of Mill creek at 2 Paw Paws and Buckeyes a Southwesterly corner to Michael Brakes. Thence with Brakes line N. 7. E. 226 Poles to 2 Beeches and Ironwood. Thence N. 82 1/2 W. 82 Poles to 2 Beeches and small Ash. Thence S. 7. W. 242 Poles to 3 Beeches - Thence S. 89. E. 85 Poles crossing Mill Creek twice to the Place of Beginning Estimated to Contain 120 acres subject to said dower Estate, among the persons named herein, and in the following proportions to wit: To Mathew Johnson 5/56 Part To Isabel Simons 5/56 Part. To Mary J. Storrie 5/56 Part. To Elizabeth Rollins 5/56 Part. To Alfred Stout for life remainder to Mary Stout Sarah Stout, William Stout, Eliza Stout and Wilson Stout 5/56 Part Robert B. Green for life remainder to Clark Green, Mary Green, Lafayette Green, Carleton Green and Cynthia Green 5/56 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 and Dower, wherein the said Mathew Johnson is Petitioner, and Sarah Johnson and others are respondents.

And it is further ordered that if in the opinion of said Commissioners said premises cannot be divided by metes and bounds without injury to the value thereof they appraise the same both subject to and also free from Dower and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith.

Witness my hand and seal of the Court of Common Pleas at the

Court House in Marysville this 19th day of September A. D. 1878 A. M.
Trimble clerk

Sheriff Return

Returned and filed endorsed as Following: Oct 11th 1878. As Commanding by the Foregoing writ of Partition and Dower, I have Executed the same by the oaths of James Hord, David Casack and A. S. Mowry 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 11th day of October A.D. 1878. Sheriffs Fee $3.25 Commissioners $3.00 A. S. Mowry Surveyor $3.00 J. J. Miller Sheriff By T. C. Edwards Deputy.

Commissioners Report

Commissioners Report: Mathew Johnson against Sarah Johnson et Others. Union County, ss. Court 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 sworn, and upon actual view of the premises, we are of opinion that the said lands are an entirety and cannot be divided without manifest injury and we do estimate the value of the same subject to said Dower estate at $2.760.00 and we do estimate the value of the same free from dower at $3.600.00 Given under our hands this 9th day of October A. D. 1878. James Hord David Kosack A. S. Mowry Commissioners

Afterward on the 14th day of October 1878 an entry was made on the Journal of said Court which reads as follows viz:

Entry to 2940

Mathew Johnson
vs.
Sarah Johnson et al

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners herein appointed herein and on the motion to confirm the same, and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have appraised the same both subject to and free from dower and said widow has elected to take her interest in money and said Commissioners have returned their said appraisement and the Court having examined the same and found said return and proceedings in all respects correct and in conformity to law and therefore do approve and confirm the same. And therefore neither of said parties electing to take the said premises at their appraised value on motion of the plaintiff it is ordered that said premises be sold at public sale free from dower. And that an order issue therefor to the Sheriff of Union County. And that said Sheriff return his proceedings to this court at the next term thereof.

And afterward on the 2nd day of January 1879 an order of Sale in Partition was issued by the Clerk of said Court which reads as follows viz:

Order of Sale in Partition

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 September term A. D. 1878 in a certain Petition for Partition now pending in said Court, wherein Mathew Johnson was Petitioner and Sarah Johnson et al were respondents We Command you that, without delay, you proceed to sell at public

Sheriff Return

Entry to 2940

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auction the Lands and tenements in said petition described, to wit: Situate in said County of Union and State of Ohio. Being part of V.M.S No. 4815. Bounded & described as follows, to wit: Beginning on the North Bank of Mill Creek at 2 Sycamore and Buckeye a Southwesterly Corner to Michael Brakes. Thence with Brakes line N. 7° E 226 Poles to 2 Buckeye and Box wood - Thence N 82 1/2 W. 82 Poles to 2 Beeches and Small ash Thence S. 7-30 242 Poles to 3 Beeches. Thence S-89-E. Crossing Mill Creek twice to the place of Beginning Estimated to Contain One Hundred and twenty (120) acres, Appraised at $5600 per pound, 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 and there this writ. Witness my hand and seal of the said Court at Marysville this 2nd day of January A.D. 1879 Jno. Orris Clerk

Sheriffs Return

Returned and filed February 20th 1879 Endorsed as follows viz: By Command by this writ, I have caused the lands and tenements herein described, to be duly advertised for thirty next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio: and on the 15th day of February A.D. 1879 at one oclock P.M. on said day at the door of the Court House, in said County, I offered for sale, at public auction, the landsand tenements described in this writ and then and there came Mathew Johnson who bid for the same Twenty four Hundred and one (2401) Dollars and said sum being more than two thirds the appraised value: and he being the highest and best bidder was declared the Purchaser. Fees $12.80 J. J. Miller Sheriff Union County Ohio.

And afterward on the 20th day of February 1879 an Entry was made on the journal of said Court which was as follows viz:

No 2970 Entry

Mathew Johnson
vs
Sarah Johnson et als

This day came the Parties by their Attorneys and on motion of the Plaintiff and upon producing the Return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being fully satisfied on Examination that the same have been had in all respects according to law the said proceedings and sale are hereby approved and confirmed, And the said Sheriff is ordered by and duly Executed to convey said premises said premises to the Purchaser Mathew Johnson in Fee Simple free from dower. And the said Sarah Johnson having asked that in lieu of her dower its value be paid her in money The Court finds the just and reasonable value of said dower interest to be two hundred and forty eight and 50/100 dollars. And coming now to the question of distribution and the consideration of the matters set forth in the answer and reply the Court finds that the taxes and improvements made by the said Mathew Johnson equal the value of the rents and profits of said land. It is ordered that the Sheriff out of the proceeds of said sale pay first the taxes due upon said premises, 2nd The costs and Expenses of this proceeding including an attorney

fee of sixty dollars to Cannon and Benton taxed to $60.00, 3rd that he pay the said Sarah Johnson the amount due her in lieu of dower in the residue he pay to the said Nathan Johnson the 51/56 part thereof and to each of the said defendants the proportions to which they have hereto for been severally found due.

Attest W.W. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 25th day of February 1878. Hereto for to wit: On the 19th day of January 1878 a petition was filed with the clerk of said Court which reads as follows viz:

No 2758 Petition

Richwood Union Building and Savings Association Plaintiff

vs.

George B. Tucker and Sarah A. Tucker, F.W. Marriott Executor of H.V. Marriott and P.R. Kerr assignee of Geo. B. Tucker

Defendants

Court of Common Pleas Union County O.

Plaintiff is an association duly incorporated under the laws of the state of Ohio. On the 14th day of August A.D. 1873 the defendant George B. Tucker made and delivered to said association his promissory note of that date and thereby promised to pay to the said plaintiff the Richwood Union Building and Loan Association Six Hundred dollars to be paid in installments until the said association should be dissolved according to the Constitution and By laws thereof - A copy of said note is hereto attached marked "A". The defendants George B. Tucker and Sarah A. Tucker on the 14th day of August A.D. 1873 to secure the payment of said note executed and delivered to the plaintiff their mortgage deed and thereby conveyed to the plaintiff and assigns the following lands and tenements situate in the incorporated village of Richwood County of Union and State of Ohio and bounded and described as follows to wit: All of Out Number Two Hundred and Seventy four (274) in H.V. Marriotts addition to the town of Richwood Ohio - For more specific reference is hereby made to the record of the plat of said addition to said town duly recorded in the Records of the Recorders office in Marysville Ohio

The condition contained in said Mortgage deed was in substance that: Whereas the said George B. Tucker has executed and delivered to the Plaintiff a promissory note of even date with said Mortgage for the sum of Six Hundred dollars upon the following condition to wit: the said George B. Tucker being a member of said association and having at a regular meeting thereof bid a premium of 63 per cent for precedence in taking an advanced loan and having thereby obtained said precedence and having received from said association two hundred and twenty two dollars the full value of three shares of stock in said association, on each of which three shares of stock he agreed to pay a weekly installment of 25/100 Dollars and on Two Hundred and twenty two dollars, the amount of said advanced loan exclusive of premium for precedence he agreed to pay interest at the rate of six per cent per annum in equal weekly payments of 26/100 Dollars each at each weekly meeting in each months of said

association until said association shall be dissolved as provided for in the Constitution thereof the taxes on the premises conveyed by said mortgage, the fire insurance premium on said property, ground rents thereon and all the fines and forfeitures according to the Constitution and By laws of said association.

Now if the said George B. Tucker shall punctually pay to the said association or its assigns the said weekly installments on the said three shares of stock and the interest as above stated, the taxes on the property conveyed by said mortgage the fire insurance premium on said property the ground rents thereon and all the fines and forfeitures according to the Constitution and By laws of said association then said mortgage to be void. But if the said George B. Tucker shall fail to pay the weekly installments or the installments of interest as above stated the taxes fire insurance premiums, ground rents or fines and forfeitures when the same respectively become due or within ninety days after due then the Amount of said loan shall become due and said mortgage should be foreclosed. On the 5th day of April 1876 at 3 o'clock P.M. said mortgage was delivered to the Recorder of said County to be by him entered on record and was by him duly recorded on the 20 day of May A.D. 1876 in Book 81 Page 39 of the record of Mortgages of said County of Union The said and was become absolute. Default in the Payment of said dues and interest was made on the 9th day of September A.D. 1876 and nothing has been paid upon said installment of stated dues or interest since that date to this date January 19th 1878 making seventy one Payments of weekly installments of stated dues and interest now due and remaining unpaid. Seventy one Payments of stated dues at 25 cts upon each of said three shares per week making 75 cents per week of 71 weeks making $53.25 and 71 Payments of 26 cents per week as interest making $18.46 due as interest on said loan also seventy one fines of 5 cents each upon each of said shares upon each default in Payment of weekly installments of stated dues making $10.65 making the total sum due on Jan 19th 1878 $82.36 on which said sum the Plaintiff claims with interest from January 19th 1878. Plaintiff is informed that F.W. Marriott as executor of H.F. Marriott has some interest in said premises. Plaintiff is informed that said George B. Tucker has made assigned of the personal and real Estate to P.R. Kerr of said County and asks to have him made a party defendant. Plaintiff therefore asks that said mortgage may be foreclosed, the said premises ordered to be sold and proceeds applied to the payment of said debt and execution awarded for balance, and said F.W. Marriott as said executor be made party defendant and for such other and further relief as equity, and good conscience may require

Robinsons and Piper Attorneys for Plaintiff

State of Ohio Union County ss. J. P. Brookins being duly sworn says he is the Secretary of the Richwood Union Building and Loan

Association duly authorized in the premises and that the facts stated and allegations in the foregoing pleading of the said association are as herein true. (Signed) J. P. Brookins,
Sworn to before me by J. P. Brookins and by him subscribed in my presence this 18th day of Jan. A. D. 1878 W. J. Wood J. P.

Copy of Note

$600.00 No. 6. "A" Richwood, Ohio, August 14th 1873. On Demand I Promise to Pay to the Richwood Union Building & Saving Association the sum of Six Hundred Dollars & interest, on an advanced loan of Two hundred and twenty two Dollars the full amount on 3 Shares of stock in said Association owned by me, on each of which I agree to pay a monthly installment of 25/100 Dollars per week and on two hundred and twenty two Dollars I agree to pay interest at the rate of six per cent per annum in weekly installments of 26/100 Dollar each without any relief whatever from valuation or appraisement Laws: all to be paid until the said association is dissolved according to the Constitution and By Laws thereof. Witness. G. B. Tucker
I certify the above to be a true copy of the original. J. P. Brookins Secy.

Precipe

To Clerk: Issue summons upon the petition in the above cause returnable according to law. Endorse foreclosure of Mortgage. Robinson & Piper Attorneys for Plaintiff.

And afterward on the 19th day of January 1878 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County Greeting: We Command you to notify George B. Tucker and Sarah Tucker and F. W. Marriott Executor of H. T. Marriott, that they have been sued by the Richwood Union Building & Saving association, P. R. Kerr assignee of G. B. Tucker in the Court of Common Pleas of Union County, and that unless they answer by the 16th day of February A. D. 1878 the petition of the said Richwood Union Building & Saving association 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 28th day of January A. D. 1878. Witness my hand and the seal of said Court, this 19th day of January A. D. 1878. W. W. Wright Clerk" Endorsed. "Inaction for foreclosure of Mortgage"

Seal

Returned and filed January 26th 1878 Endorsed as follows viz:

Sheriffs Return

The State of Ohio Union County ss. Received this writ January 19th A. D. 1878 and pursuant to its Command served the same January 23rd 1878 by delivering, each to the within named George B. Tucker Sarah Tucker and F. W. Marriott as executor of H. T. Marriott Dec'd a Certified Copy of this writ with the endorsements thereon. Fees $3.00 J. J. Miller Sheriff

And afterward on the 25th day of February 1878 an entry was made on the Journal of said Court which reads as follows viz:

No 2758

Richwood Building and Saving association
vs.
George B. Tucker et als Defendants

This day this cause on to be heard upon the petition of the Plaintiff and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true. That the defendant George B. Tucker has failed to pay to the Plaintiff the weekly installments of dues and interest as in the petition

Petition

set forth and that there is due to said plaintiff as dues to the date of this decree the sum of $57.00 and as interest the sum of $19.76,

The Court further find that there is due to said plaintiff from said defendant George B. Tucker as and by way of fines for the non payment of said dues as in the petition alleged the sum of Eighty Eight and 76/100 Dollars. The Court further find that in order to secure the regular payment of said dues and other instalments as well as those hereafter to become due the said George B. Tucker and Sarah A. Tucker his wife executed and delivered to this plaintiff their certain mortgage in the petition described and on the premises therein described: That said mortgage was on the 2nd day of May A. D. 1874 duly recorded in Book 1 Page 39 of the records of mortgages of said Union County and that the same is the first lien on the premises in the petition described. It is therefore considered by the Court that unless the said defendants shall within ten days from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $88.76 so found due and to the clerk of this Court the costs taxed herein to $ with interest from this date according to the terms of said mortgage and the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale issue therefor to the sheriff of said County of Union directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Attest W.W. Wright Clerk

Be it remembered that before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 14th day of October A.D. 1878. Heretofore to wit on the 7th day of September 1878 a petition was filed with the clerk of said Court which reads as follows viz:

Petition

James Fullington, Charles Phillis, W.W. Woods Plaintiffs
vs.
J.L. Bland Defendant

} Court of Common Pleas Union County Ohio

The Plaintiffs pray: That James Fullington, Charles Phillis and W.W. Woods are a firm doing business under the name firm and style of Fullington, Phillis and Woods in Marysville Ohio. In accordance with law of the State of Ohio made and provided therein.

1st That on the 29th day of August 1876 the defendant J.L. Bland made and delivered to the plaintiffs his promissory note of that date, and thereby promised to pay to the plaintiffs or order the sum of Seven hundred and fifty dollars on or before September 1st 1878 for value received of which the following is a true copy thereof. "$750.00 Marysville Ohio August 29th 1876. On or before September 1st 1878 as Principal debtor, we jointly and severally promise to pay to the order of C.L. Robinson Seven hundred and fifty dollars for value received with 8% 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 with Eight Per cent 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 day of 187

Signed J. L. Bland (Seal)

2nd The defendant on the 29th day of August A.D. 1876 to secure the payment of said note executed and delivered to the plaintiff his mortgage and thereby conveyed to the plaintiff his heirs and assigns the following lands and tenements situated in said County of Union described as follows. Being in the village of Marysville Union County Ohio to wit - And designated as the north half of lot sixty two (62) in the Village of Marysville Union County Ohio. The condition contained in said mortgage deed was in substance, that if the said J. L. Bland shall pay or cause to be paid to the said C. L. Robinson or order the sum of Seven hundred and fifty Dollars on or before the 1st day of September 1878 with eight per cent interest from August 29th 1876 then these presents shall be void otherwise to remain in full force and virtue of the law. 3rd On the day of August A.D. 1876 at o-clock M. the said mortgage was delivered to the recorder of said County to be by him entered on record and was recorded August 1876.

4th The said deed has become absolute - There is due and remaining unpaid upon said indebtedness the sum of Seven hundred and fifty Dollars with interest at eight per cent from August 29" 1876 5 The plaintiffs say that they are the legal owners of said mortgage and that the same was legally endorsed over to them by C. L. Robinson August 1878 6th The plaintiffs ask 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.

R. L. Woodburn Attorney for Plaintiff -

State of Ohio Union County ss. W. W. Woods being sworn says that he believes the facts stated and allegations in the foregoing petition to be true as he verily believes. W. W. Woods. Sworn to before me and signed in my presence this 7th day of September 1878. A. H. Beightler Notary Public (Seal).

Praecipe Clerk: Issue summons upon the petition in the above case returnable according to law - Amount Claimed $750 with interest at 8% from Aug- 29th 1876 - on Foreclosure of Mortgage. R. L. Woodburn attorney.

Summons The State of Ohio, Union County ss. To the Sheriff of the County of Union, Greeting! We command you to notify John L. Bland that he has been sued by James Fullington, Charles Phillis and W. W. Woods in the Court of Common Pleas of Union County, and that unless he answers by the 5th day of October A.D. 1878, the petition of the said Fullington, Phillis and Woods 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 September A.D. 1878. Witness my hand and the seal of said Court, this 7th day of September A.D. 1878 W. H. Wright Clerk

(Seal)

Sheriffs Return No 3078

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Notice of Sheriffs Sale

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Order of Sale

Sheriffs Return

The State of Ohio Union County ss. Received this 11th September 7th A.D. 878 at one oclock P.M., and pursuant to its command served the same September 12th, 878 by delivering a certified copy thereof with the endorsements thereon to the within named John L. Bland Fees 90 cents J. J. Miller Sheriff.

And afterwards on the 14th day of October 1878 an entry was made on the Journal of said Court which reads as follows viz:

James Fullington et als. vs. J. L. Bland. No 3048

And now comes the said plaintiffs by R. L. Woodrum their attorney and the said defendant still failing to answer or demur to said petition, it is considerd that the said plaintiff is entitled to an account of the money due him in the premises, and the Court after hearing the evidence do find that there is due to the said plaintiff on the note and mortgage in said petition described the sum of Eight Hundred and Seventy Six dollars. It is therefore considered by the said Court Etc, that the said plaintiff recover of the said defendant the sum of eight Hundred and seventy six dollars, the sum so found due as aforesaid, and also his costs laid to $ And it is further ordered and 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 plaintiff the said sum of Eight Hundred and seventy six dollars 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 tenements in said petition described to be appraised advertised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum so found due, with costs of suit.

Notice of Sheriffs Sale

Afterwards on the 18th day of December 878 the following notice of Sheriffs sale was filed with the Clerk of said Court which reads as follows viz: Common Pleas Court Union County Ohio James Fullington et als vs. J. L. Bland. Order of sale. "By virtue of the above stated writ from said Court to me directed, I will offer at Public sale at the door of the Court House in Marysville, Ohio on Saturday, December 21st 878 at or about the hour of 1 oclock P.M., of said day the following real Estate situated in County of Union and in the Village of Marysville Towit: Being in the village of Marysville Ohio, and designated as the North half of the Lot No 62 in said Village J. J. Miller Sheriff. R. L. Woodrum Attorney for Plaintiffs

The State of Ohio Union County ss. C. M. Merion being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Union County Journal" a news paper of general circulation in the County of Union, the first publication beginning with November 18th 878 C. M. Merion." "Sworn to and subscribed before me this 18th day of December 1878. Wm. Winget Clerk.

Order of Sale

And afterwards on the 11th day of November 878 an order of sale was issued by the Clerk of said Court which reads as follows viz:

The State of Ohio Union County ss. To the Sheriff of said County - Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville

ia and for said County, on the 14th day of October A.D. 87 in the cause of James Fullington and others Plaintiffs and J.L. Bland Defendants it was ordered, adjuged and decred as follows toirt: That in case the said defendant fails for ten days from the close of this term of Court to pay to the said Plaintiff the sum of $896.00 That an order issue to the Sheriff of Union County Commanding him to cause to be appraised and sold according to law and apply the procuds of said sale in satisfaction of the said sum so found due with costs of Suit. Description of Lands. Being in the Village of Marysville Ohio and designated as the north half of the Lot No 62 in said Village. We therefore Command you that you procud to carry said order, judgment and decree into execution agreably to the tenor thereof and that you expose to sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the procuds of such sale in satisfaction of said judgment and decree with costs and interest as specified therein: and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof. And bring this order with you. Witness my signature as clerk of said Court of Common Pleas, and the seal of said Court at Marysville this 11th day of November 1878. W.W. Wright Clerk

Sheriffs Return filed Dec. 21st 1878

The State of Ohio Union County ss. In obedience to the command of the Order of Sale hereto annexed, I did, on the 14th day of November 1878 summon Levi Longstreth, Lawrence Martin and C.L. Price three disinterested Free holders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterwards on the 14th day of November A.D. 878 said Appraisers returned to me under their hands and seals that they did upon actual view of the premises Estimate and appraise the real value in money of the same at Sixteen hundred (1600) Dollars. A Certified copy of said appraisal I forthwith deposited in the Office of the clerk of the Court of Common Pleas of said County. And on the 18th day of November 1878. I caused to be advertised in the Union County Journal (a news paper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 21st day of December A.D. 878 at one oclock P.M. of said day. And having advertised the said lands and tenements for more than thirty days prious to the day of sale, to wit: five consecutive weeks: and in pursuance to said notice, I did on said 21st day of December A.D. 878 at the time and place above mentioned proceed to offer said lands and tenements at public sale, at the door of said Court House and then and there came John Bland who bid for the same the sum of Eleven hundred and fifteen (1115) Dollars and said sum being more than two thirds of the appraised value thereof, and said John Bland being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Eleven hundred and fifteen (1115) Dollars. J.J. Miller Sheriff Sheriffs Fees $24.92 appraisers fees $1.50 Printers fees $6.20,

Afterward on the 24th day of December 1878 an answer and Cross Petition were filed with the Clerk of said Court which reads as follows Viz:

Answer and Cross Petition of J. L. Bland

Copy of Account

Answer and Cross Petition of T. Liggett

James Fullington Charles Phillis and W. W. Woods
against
J. L. Bland, Defendant

Court of Common Pleas
Union County Ohio
Answer & Cross Petition

And now Comes Templeton Liggett, by leave of Court and enters his appearance herein and files this his answer and cross petition herein and says: That there is due to him from the defendant J. L. Bland upon an account (a copy of which is hereto attached marked "A") the sum of Thirty three 57/100 dollars ($33.57) with interest thereon from the 20th day of April A.D. 1878. That said account is overdue and no part of said sum has been paid, that said account is a balance due for work and labor performed and materials furnished by the said Templeton Liggett (and his former partner Dake whose interest has since been purchased and is now owned by Templeton Liggett) for the said J. L. Bland and by virtue of a contract and agreement with said J. L. Bland in accordance with which contract Templeton Liggett and his former partner Dake - who are Carpenters - built a dwelling house upon Lot No 62 in the Village of Marysville County of Union and State of Ohio (being the same premises described in plaintiffs petition herein) the said Templeton Liggett says that on the 5th day of May A.D. 1877 he made out an account in writing of the materials furnished and labor performed by him as aforesaid and on said day made oath thereto according to law (it being within four months after furnishing said materials and performing said labor) and on said 5th day of May 1877 said Templeton Liggett filed the same in the Recorders Office of Union County Ohio (said County of Union being where said materials were furnished and said labor performed) which account so made and filed was recorded by said Recorder agreeably to law on the 1st day of June 1877 in Record of Mechanics Liens Vol. 2 Page 122. The said Templeton Liggett has therefore created a lien in his favor on the dwelling house aforesaid and the lot upon which it stands which is paramount to the mortgage lien of plaintiff but prior to all other liens or claims against said premises. The said Templeton Liggett therefore asks judgment against said J. L. Bland for the sum of $33.57 with the interest thereon from the 20th day of April A.D. 1878 and that his lien be enforced, and that said property may be sold and that after the satisfaction of plaintiffs claim that his said claim may be ordered to be paid out of the remainder of the proceeds of said sale and for all proper relief. A. T. Carpenter Attorney for Liggett.

The State of Ohio Union County ss. Templeton Liggett above named defendant being sworn says the facts stated and allegations contained in his foregoing answer and cross petition are true as he verily believes.

"Templeton Liggett"

Sworn to by Templeton Liggett before me and signed by him in my presence this 24th day of December A.D. 1878 W. W. Wright Clerk

Copy of Account

"A" Marysville Ohio May 4th 1874. J. L. Bland Dr. To Dake & Liggett To Building House $500.00 To 1 extra door $5.00 Total $505.00 Credit By cash on account $352.50 By Buggy hire $5.00 $357.50 Balance due

$149.00. May 21st 1877 Recd on above $80.00
Apr 20 1878 " " " 34.00 $117.00 "Dake and Liggett"

Afterwards on the 10th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

No 3078

Fullington Phillips and Woods
vs.
J. L. Bland

On motion of the Plaintiff and on his producing the return of the sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser John Bland by deed in fee simple the lands and tenements so sold and a writ of possession is awarded to put said purchaser in possession of said premises

The Court find that since the mortgage given to Plaintiff by defendants upon which said premises were sold in this action that the defendant J. L. Bland conveyed same by deed of general warranty to Bland who is a minor - and orders after all liens are paid that balance be paid to J. L. Bland who is the guardian of said Bland, and the Court coming now to distribute the proceeds of said sale amounting to $1115.00 it is ordered that the Sheriff out of the money in his hands pay First the costs of this action taxed at $43.96 Secondly to the Plaintiff Fullington Phillips Woods the amount heretofore found due him with interest to wit: the sum of Eight Hundred and Ninety Eight 55/100. Thirdly. To Liggett and Dake Thirty dollars the amount found due them. Fourthly To J. L. Bland, guardian of Bland the balance of the money remaining in his hands to wit the sum of One Hundred and Forty two 49/100 dollars ($142.49)

Attest W. M. Winget Clerk

Pleas before His Honor John L. Potter Judge at a Court of Commons Pleas begun and held at the Court House in the town of Hagerstown within and for the County of Union and State of Ohio on the 25th day of February 1878

Heretofore to wit: On the 8th day of December A. D. 1877 a Petition was filed with the Clerk of said Court which reads as follows viz:

Richmond National Bank Plaintiff
vs
Edward D. Judd, Lucy A. Judd Simpson Price Francis Baldwin, and John W. Parish Defendants

Court of Common Pleas. Union County Ohio

Petition

Petition

The plaintiff says

It is an incorporated company duly incorporated under the laws of the United States under the name and style of the "Richmond National Bank" and doing a general banking business at Richmond in the County of Wayne State of Indiana This its first cause of action is founded upon a promissory note of which the following is a copy with the endorsements thereon.

"$475.00 Richmond Indiana September 20th 1875 On or before October 1st 1877 the subscribers of Rush Creek P. O. Union County and State of Ohio promise to pay to the Robinson Machine Works or order Four hundred and seventy five dollars payable at the Bank

of Richwood, Richwood O. For value recivd, with interest at 6 per cent from date, also reasonable attorneys fees to be added to the principal if, on the maturity of this note the same or any part of it remains unpaid and is collected by an attorney by suit or otherwise and we hereby authorize any attorney at law to appear for us in any action on this note at any time after the maturity thereof in any Court of Record in the State of Ohio waive the issuing and service of process against us and confess judgment in favor of said Robinson Machine Works against us for the amount which may be due with costs of suit and do waive and release all errors in said Proceedings and Petition in error, Edward D. Judd Simpson Price, Francis Baldwin. The following Endorsement appears upon said note "Robinson Mach Works Pay W. E. Robinson," Plaintiff says it is the owner of said note having received it in due Course of trade before due and for which said note the Plaintiff paid a valuable consideration. There is due the Plaintiff on said Promissory note from the said defendants Edward D. Judd Simpson Price and Francis Baldwin the sum of Four hundred and seventy five dollars which the Plaintiff claims with interest from September 20th 1875. Second Cause of action The Plaintiff further says that on September 20th A. D. 1875 the defendants Edward D. Judd, Simpson Price and Francis Baldwin made and delivered to the Robinson Machine Works their Promissory note of that date and thereby promised to pay to Robinson Machine Works or order the sum of Four hundred and seventy five dollars on October 1st 1877 then for value recievd, which said note was endorsed as herein before set forth and which said note has come into the possession of the Plaintiff in the regular course of trade for a valuable consideration as herein before set forth the Plaintiff herein now being the owner of the same. The defendants Edward D. Judd and Lucy A. Judd on the 24th day of September A. D. 1875 executed and delivered to the said Robinson Machine Works their mortgage deed and thereby conveyed to the said Robinson Machine Works their assigns or Legal Representatives the following lands and tenements situate in the County of Union and State of Ohio. Being part of survey No 10,051 in the Virginia Military district and bounded as follows. Being part of the Liberty Judd farm on the west end. East and West sixty nine and 119/629 a pole in length, north and South seventy eight and 5/8 poles Twenty seven (27) acres in said Marion County and seven (7) acres in said Union County be the same more or less. The condition contained in said mortgage deed was in substance that if the said Edward D. Judd Simpson Price and Francis Baldwin should pay or cause to be paid the said promissory note herein before set forth with others in said mortgage mentioned when the same became due with the interest thereon then said mortgage deed to be void otherwise to be and remain in full force and virtue in law. On the 27th day of September 1875 at 3 o'clock P.M. the said mortgage was delivered to the Recorder of said Union County

Ohio to be Fine entered on record and was recorded on the 29th day of September A.D. 1875 in Book 11 page 529 of Record of Mortgages of said County of Union. On the 2nd day of October 875 at 10 o'clock A.M. said mortgage deed was delivered to the Recorder of said Marion County Ohio to be by Him Entered on Record and was recorded the same day in said Marion County Record of Mortgages Volume 9 Page 644. The said deed has become absolute There is due and remaining unpaid upon said indebtedness the sum of Four hundred and seventy five dollars with interest from the 20th day of September A.D. 1875. Plaintiff is informed that John W. Paisch has some interest by way of Mortgage lien on said premises of which Plaintiff requires prop.

Plaintiff asks judgment for said sum of Four hundred and seventy five dollars with interest from September 20th 1875 and 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 and that said John W. Paisch be made party Defendant and for all proper relief. Robinson and Piper Attorneys for Plaintiff

State of Ohio Union County ss L. Piper being duly sworn says he is one of the attorneys of the above named Plaintiff the Richmond National Bank duly authorized in the premises and that the facts stated and allegations in the foregoing petition are as affiant believes true and that said Plaintiff is not a resident of the said County neither is any member of said Corporation a resident of said County Union nor within said County at this time to the knowledge and belief of this affiant "L. Piper"

Sworn to before me by L. Piper and by him subscribed in my presence this 8th day of November A.D. 1877 W. M. Winget Clerk

Pracipe To Clerk: Issue summons upon the petition in the above case to Edward D. Judd Lucy A. Judd Simpson Rice and Francis Baldwin returnable according to law. Endorse "Foreclosure of mortgage" Amount claimed $475.00 with interest from September 20th A.D. 1875. Robinson and Piper Attorneys for Plaintiff.

Summons And afterward on the 8th day of December A.D. 1877 a Summons was issued by the Sheriff of said Court which reads as follows viz:

The State of Ohio Union County ss. To the Sheriff of the County of Union greeting We command you to notify Edward D. Judd Lucy A. Judd. Simpson Rice and Francis Baldwin that they and another have been sued by the Richmond National Bank in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of January A.D. 1878 the petition of the said Richmond National Bank 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 17th day of December A.D. 1877. Witness my hand and the seal of said Court this 8th day of December A.D. 1877 W. M. Winget Clerk

Sheriffs Return Returned and filed December 17th 1877 Endorsed as follows viz:

The State of Ohio Union County, ss. Received this writ Dec 10th A.D. 1877 at one o'clock P.M., and pursuant to its command on December 14th 1877 I served the same on each of the within named Edward D. Judd, Lucy A. Judd and Simpson Rice by delivering to each a certified copy of this writ with the endorsements thereon and on the same day left a certified copy at the within named Francis Baldwin's place of residence. Sheriffs Fees

Entry No 2665

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Answer of Francis Baldwin

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No 2665 Entry

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+.95 J. J. Miller Sheriff By S. M. Landon Deputy.
afterward on the 7th day of February 1878 an entry was made on the
Journal of said Court which reads as follows viz:
Entry No 2665 — Richmond National Bank vs Edward D. Judd et als — This day this cause came on to be heard on the motion of the defendant Francis Baldwin for leave to file answer and cross Petition in this case. The Court being fully advised in the premises sustain said motion and leave is granted to said defendant to file said answer and cross petition instanter, Answer and cross petition filed.
And afterward on the 4th day of February 1878 an Answer to the foregoing petition was filed with the Clerk of said Court which reads as follows viz:
Answer of Francis Baldwin — Richmond National Bank Plaintiff vs Edward D. Judd, Simpson Price and Francis Baldwin — Court of Common Pleas Union County Ohio — Separate Answer & Cross Petition of Francis Baldwin

And now comes the defendant Francis Baldwin, and by leave of Court obtained herein, says that he signed the note described in Plaintiffs Petition as surety only, and asks that judgment be rendered against said defendants, Judd and Price as principals and that if judgment is rendered against him the said Francis Baldwin that it be against him as surety only. The said defendant further says by way of Cross Petition that said mortgage described in said Plaintiffs Petition was given to secure the payment of said note therein described and also a note for $215.00 to the same parties dated the Robinson Machine Co. That he the said defendant signed said note of $215.00 as surety only. That said note of $215.00 and the interest thereon has been paid by said defendant Francis Baldwin, and there is due to him from the defendants Judd & Price the said sum of $215.00 and the interest thereon, and the costs expended by and about a suit for the same in Marion County and that said mortgage described in said Plaintiffs Petition to the benefit of him the said Baldwin by reason of the payment of said claim of $215.00 by him and said defendant Baldwin asks that said mortgage may be foreclosed and the lands described in Plaintiffs Petition be ordered by the Court to be sold as upon execution and that the said liens and priority of liens may be determined by the Court and that said defendants claim may be ordered to be paid out of the proceeds of said sale of said lands and for all other relief the case may demand. P. R. Kerr attorney for defendant Baldwin. State of Ohio Union County ss. Francis Baldwin being sworn says the statements and the allegations in the foregoing answer are true. "Francis Baldwin." Sworn to before me and subscribed in my presence this 4th day of February 1878 W. W. Winget Clerk

Afterward on the 25th day of February 1878 an entry was made on the journal of said Court which reads as follows viz:
No 2665 Entry — Richmond National Bank vs. Edward D. Judd et als — This day came the parties by their attorney and thereupon this cause came

on to be heard upon the petition of Plaintiff and Answer and Cross Petition of Francis Baldwin, Exhibits and testimony and was submitted to the Court, on consideration whereof the Court do find, that the defendants Edward D. Judd and Simpson Bice as principals and Francis Baldwin as surety owe to the plaintiff the sum of five hundred forty two and 6/100 dollars ($542 6/100) with interest from February 1878 in manner and form as the plaintiff hath in his petition alleged. Therefor it is ordered, adjudged and decreed that if the defendants fail for ten days from the entry of this decree to pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the said sum of $542 6/100 with interest from February 4th 1878 that an order issue to the Sheriff of the said County of Union Commanding him to appraise advertise and sell the premises in the petition described and bring the proceeds into Court for further order and that Execution be awarded for the balance.

Order of Sale

Afterward on the 6th day of January 1879 an order of Sale was issued by the Clerk of said Court which reads as follows viz:

The State of Ohio, Union County, ss. To the Sheriff of said County: Greeting Whereas at a term of the Court of Common Pleas held at Marysville in and for said County, on the 25th day of February A.D. 1878 in the cause of Richmond National Bank Plaintiff and Edward D. Judd and others defendants, it was ordered, adjudged and decreed as follows to wit: That if the defendants fail for 10 days from the entry of this decree to pay or cause to be paid the cost in this suit to the clerk of this court and to the plaintiff the sum of $542 6/ with interest from February 4th 1878. That an order issue to the Sheriff of Union Co. O. Commanding him to sell according to law the premises described in Plaintiffs Petition and bring the proceeds into Court for further order.

Description of Premises

Situate in the Counties of Union and Marion and State of Ohio. Being part of Survey No 10051 in U. Tn. Survey Bounded as follows, Viz: Part of Liberty field farm on the West end, East and West 69 119/629 poles in length North and South 78 5/8 poles 27 acres in said Marion County and 7 acres in said Union County be the same more or less. Appraised at $680.00. We therefor command you, That you proceed to carry said order, judgment and decree into Execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating Sales on Execution and that you apply the proceeds of such sale in satisfaction of said judgment and decree with costs and interest as specified therein: and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 6th day of January 1879 W. W. Wright Clerk.

Sheriffs Return

The State of Ohio Union County ss. In obedience to the command of a former order of sale in this same case I did, on the 15th day of March 1878 summon Thomas W. Bridge George W. Latimore and Thomas Rine, three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described and afterward on the 15th day of March A.D. 1878, said appraisers returned to me under their hands and seals that they did, upon actual view of the Premises estimate and appraise the real value in money of the same at six hundred and Eighty dollars a

Notice of Sheriffs sale

No 2665

Certified Copy of said appraisal forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, And on the 8th day of January 1879 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said Lands and tenements to be sold at public sale, at the door of the Court House of said County on the 8th day of February A.D. 1879 at one oclock P.M. of said day, And having advertised the said lands and tenements for more than thirty days prano to the sale, towit: five consecutive weeks; And in pursuance to said notice, I did on said 8th day of February A.D. 1879 at the time and place above mentioned proceed to offer said lands and tenements at public sale at the door of said Court House and then and there came John Moore who bid for the same the sum of Four hundred and fifty four ($454) Dollars and said sum being more than two thirds of the appraised value thereof and said John Moore being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Four hundred and fifty four ($454) Dollars. Sheriffs fees $11.00. Printers fees $9.00. Printers fees $9.00 J. J. Miller Sheriff

Notice of Sheriffs sale

On the 14th day of February 1879 a notice of Sheriffs Sale was filed with the clerks of said Court which reads as follows viz:

Court of Common Pleas Union County Ohio. Order of Sale

Richmond National Banks vs Edward D. Judd et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer at public outcry at the door of the Court House in Marysville in said County, On Saturday February 8th 1879 at or about the hour of one oclock P.M. of said day the following described lands towit: Situate in the Counties of Union and Marion and State of Ohio, being part of survey number 1005 in the U.S. Survey bounded as follows. Being part of the Liberty Judd farm on the west end, East and West 69 11/629 rods in length north and south 78 5/8 rods - 27 acres in said Marion County and 7 acres in said Union County & the same more or less.

Appraised at $680.00 Terms Cash J. J. Miller Sheriff of Union County Ohio.

"State of Ohio Union County ss"

The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with Jan 8. 1879. W. O. Steard.

Sworn to and subscribed before me, this 14th day of February 1879 "W. M. Winget Clerk."

Afterwards on the 21st day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

No 2665

Richmond National Banks vs Edward D. Judd and others

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

And it is further ordered that the said Sheriff convey to the purcha-

ser John Moore by deed in fee simple the lands and tenements so sold and a writ of possession is awarded to put the purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to four hundred and fifty four dollars ($454) it is ordered that the Sheriff out of the money in his hands pay. First. The costs in this action taxed to $83 46 Secondly The taxes on said premises delinquent or otherwise including the taxes of the year 1876 $ 33 60 Thirdly To the Plaintiff the Richmond National Bank the balance of said sum remaining in his hands to wit the sum of $336 94 Dollars to be applied as a credit upon Plaintiffs judgment against the said defendants. And there still remaining due to the said Richmond National Bank the sum of Dollars it is considered that it recover the same from the defendants Edward D. Judd, Simpson Price and Francis Baldwin and Execution is awarded therefor.

Attest W.W. Wright Clerk

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David Loudenback Plaintiff
Against
Samuel Gladden

Be it remembered that on the 30th day of September A.D. 1878. Henderson in the Court House in Marysville within and for the County of Union and State of Ohio on the 30th day of September 1878 a petition was filed with the clerk of said Court which reads as follows viz:

Petition

David Loudenback Plaintiff
Against
Samuel Gladden Defendant

Court of Common Pleas Union County Ohio

The Plaintiff says: 1st On the 17th of June A.D. 1876 the defendant Samuel Gladden made and delivered to one Griffith Kelly his promissory note, in the words and figures following to wit: "$525-00 Urbana O. June 17, 1876 One year after date I promise to pay Griffith Kelly or order the sum of five hundred and twenty-five dollars with interest at 8 per cent per annum for value received" "Samuel Gladden" 2nd On the 17th day of June A.D. 1876, the defendant Samuel Gladden made and delivered to one Griffith Kelly his promissory note, in the words and figures following to wit: "$525-00 Urbana O. June 17th 1876. Eighteen months after date I promise to pay Griffith or order the sum of five hundred and twenty five dollars with interest at 8 per cent per annum for value received. "Samuel Gladden" 3rd The defendant Samuel Gladden, on the 17th day of June A.D. 1876. to secure the payment of said notes, executed and delivered to said Griffith Kelly his mortgage deed and thereby conveyed to said Griffith Kelly his heirs and assigns the following lands and tenements situate in said County of Union and State of Ohio, to wit: Being part of Virginia Military survey No 1530 conveyed to George Pennington by Albert Galloway Admr. of James Galloway decd. Beginning at a Burr oak and two Hickories in original survey and corner to Samuel Miller thence S. 37° E. 178 poles to two Hickories and corner to Joel Haines land: Thence S 53° E. 73 1/2 poles to three Dogwoods & Hickory: Thence N 37° W. 178 poles to two white oaks and Elm; thence S. 53° W 74 1/2 poles to the Beginning. Containing eighty two acres of land more or less. Being the same premises conveyed to Horace M. Roberts by Isaac W. Runyon & wife by deed dated August 17th 1868. Also part of same survey Beginning at a point where the south line of the A. & G.W. Railway crosses the line between Isaac Manox and John H. Youngs land, thence with

said line between said young & Mattox in a southeasterly direction 68 rods to a stake and stone, thence southwesterly on a line parallel to said Railway line 15 rods to a stake and stone: thence in a northwesterly direction and parallel to said line between young and Mattox to the south margin of said Railway: thence with said Railway line in a northeasterly direction to the beginning, containing six acres more or less. Also part of survey no. 12308 in the name of Mary Dance described as follows, Beginning at the original southeastern corner of said survey, formerly pack Hickory, Ash, Sugar and Beech, thence S. 37° 38' W. with the original line of the survey 30 1/2 poles to a stake on the west line of said Railway & 3 feet from the centre of the tracks thereof, southeasterly corner of Mrs. Conyills land in same survey: thence S. 37° 12' W. parallel to said Railway tracks 95 8/100 poles to a stake in the original south line of the survey: thence N. 55° E. with said line connecting the course 89 1/2 poles more or less to the beginning subject to the right of way land through the same owned by the said Railway Company and containing 5 1/2 acres more or less exclusive of the strip of land owned by said Railway Co. Hereby intending to convey all of the above tracts except so much thereof as was conveyed by Griffith Kelly and wife to Longecker on the day of March, 187- the land hereby conveyed bounded on north west by the Atlantic and Great Western Rail Road, N. E. by land of Robert Smith and others S. E. by land of Storey, and south west by land of Longecker & containing forty four acres. The condition contained in said mortgage deed was in substance, that if the said Samuel Gladden should pay to the said Griffith Kelly or his assigns, the said sum of money with the interest when the same should become due then said mortgage should be void; otherwise it should be and remain in full force and virtue, & on the 1st day of August A. D. 1876 at 1 o'clock P.M. the said mortgage was delivered to the recorder of said County, to be by him entered on record and was recorded on the 2nd day of August 1876 Vol 2 page 479 of said County record of mortgages to which reference is had.

On the 29th day of August A.D. 1876 the said Griffith Kelly indorsed and delivered the said note and mortgage to the plaintiff who is now the holder and owner thereof, The said deed has become absolute. No part of said indebtedness has been paid and there is now due thereon from the defendant Samuel Gladden to the plaintiff the sum of one thousand and fifty dollars with interest from the 17th day of June 1876 at the rate of Eight Percent per annum.

6. The Plaintiff prays judgment for said sum of one thousand and fifty dollars with interest thereon from the 17th day of June 1876 at the rate of eight per cent per annum, that said mortgage may be foreclosed the said premises ordered to be sold, and the proceeds applied to the payment of such judgment so as aforesaid to be rendered, and execution awarded for the balance (signed) David Londenback Plaintiff

The State of Ohio Union County ss David Londenback being sworn says that he believes the facts stated and allegations in his foregoing petition, to be true (signed) "David Londenback"

Sworn to by David Londenback before me, and by him subscribed in

my presence this 30th day of September A.D. 1878 W. M. Wright Clerk.

On September 30th 1878 the following answer was filed with the Clerk of said Court which reads as follows viz:

Answer

David Loudenback Plaintiff
Against
Samuel Gladden Defendant

} Court of Common Pleas Union County

"And now comes the said Samuel Gladden defendant who waives the issuing and service of process and enters his appearance to the action of David Loudenback Plaintiff, and by way of answer herein says that he does owe the Plaintiff the sum of one thousand and fifty dollars with interest thereon from the 17th day of June 1876, at the rate of eight per cent per annum, as the Plaintiff in his petition hath alledged, and he hereby consents that the Plaintiff have judgment and order of sale as he in his petition hath prayed. (Signed) S. C. Gladden"

And afterward on the 30th day of September 1878 an entry was made on the journal of said Court which reads as follows viz:

3097 Entry

David Loudenback
vs
Samuel Gladden

} This cause came on to be heard upon the petition and answer of the defendant and the intervention of a jury thereupon the said cause was submitted to the Court, On consideration whereof the Court finds that there is due and owing from said defendant Samuel Gladden to the plaintiff the sum of twelve hundred and forty two dollars and three cents, as the plaintiff hath in his petition alleged. It is also found by the Court that on the notes confessed by the plaintiff the defendant contracted to pay interest at the rate of eight per cent per annum from the date of said notes. It is therefore ordered and adjudged by the Court that the said plaintiff do recover of the said Samuel Gladden defendant the said sum of twelve hundred and forty two dollars and three cents, with interest from this date at the rate of eight per centum per annum until paid and the costs herein taxed to [illegible] and in default thereof for ten days, it is further ordered that an order issue to the Sheriff of Union County, Commanding him to cause the lands and tenements in the said petition described to be appraised, advertised and sold according to law and that he apply the proceeds thereof, or so much thereof as may be necessary to the payment of such judgment and costs - And that he bring the residue of such proceeds into Court to abide its further order - and continued.

And afterward on the 29th day of November 1878 an Order of Sale was

Order of Sale

issued by the Clerk of said Court which reads as follows viz: "The State of Ohio" Union County ss. To the Sheriff of said County greeting: Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the 30th day of September A. D. 1878 in the cause of David Loudenback Plaintiff, and Samuel Gladden Defendant, it was ordered, adjudged and decreed as follows, to wit: That an order issue to the Sheriff of Union County Ohio Commanding him to cause the lands and tenements in the Plaintiffs petition described to be appraised advertised and sold according to law and bring the proceeds of said sale into Court to abide its future order.

(Seal)

Sheriffs Return

Description

Situate in the County of Union and State of Ohio, Being Part of U. M. Survey No. 15309 conveyed to George Hemminger by Albert Galloway admr. of James Galloway. Beginning at a burr oak and 2 Hickories in original survey and corner to Samuel Miller. Thence S 37° E. 178 poles to 2 Hick-

ries Comr to Joel Haines land, Thence N. 53° E. 73½ poles to 3 Dogwoods and Hickory. Thence N. 37° W. 178 poles to 2 white Oaks and Elm, Thence S 53° W. 74½ poles to the Beginning containing Eighty two acres & land more or less. being the same premises conveyed to Horace M. Roberts by Isaac N. Runyon and wife by deed dated Aug. 17th 1868. Also part of same survey, Beginning at a point where the north line of the A. T. & W. Railway crosses the line between Isaac Madar and John H. Young land. Thence with said line between said Madar and Young in a southeasterly direction 68 poles to a stake and stone; Thence southwesterly on a line parallel to said Railway line 5 rods to a stake and stone: Thence in a northwesterly direction and parallel to said line between young & Madar to the south margin of said Railway: Thence with said Railway line in a northeasterly direction to the Beginning containing six acres more or less. Also part of U. M. Survey No. 2308 in the name of Maggie Vance described as follows. Beginning at the original southeastern corner of said survey formerly Jack Hickory, Ash, Sugar and Beech Thence N. 3° 38 W. with the original line of the Survey 30½ poles to a stake on the west line of said Railway + 3 feet from the corner of the track thereof. Southeasterly corner of Thos Cowgills land in same survey: Thence S. 37° 12 W. parallel to said Railway track 95 8/100 poles to a stake in the original south line of the survey: Thence N. 53° E. with said line correcting the course 89½ poles more or less to the Beginning. Subject to the right of way land through the same owned by the said Railway Co. and containing 5½ acres more or less exclusive of the strip of land owned by said Railway Co. Hereby intending to convey all of the above tracts except so much thereof as was conveyed by Griffith Kelly and wife to Longecker on the day of March 1875. The land hereby conveyed bounded on Northwest by the Atlantic and Great Western Rail Road, N. E. by land of Robert Smith and others. S. E. by land of Stout and southwest by land of Longecker and containing ++ acres. We therefor command you, That you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate under the statutes regulating Sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein: and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof and bring this order with you. Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court at Marysville This 29th day of November 1878. "W. M. Winget Clerk"

(Seal)

Sheriffs Return

The State of Ohio, Union County } ss. In obedience to the command of the Order of Sale hereto annexed, I did on the 4th day of December 1878 summon J. C. Helm, John Powers and Eli Stout three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 4th day of December A. D. 1878, said appraisers returned to me under their hands and seals that they did upon actual view of the premises

Estimate and appraise the real value in money of the same at Twenty Seven 50/100 (27.50) Dollars per acre. A Certified Copy of said appraisal & forth with deposited in the Office of the Clerk of the Court of Common Pleas of said County, And on the 11th day of December 1878 & caused to be advertised in the Marysville Tribune (a Newspaper Printed and Published and of general Circulation in Union County) said lands and tenements to be sold at Public sale at the door of the Court House of said County, on the 11th day of January A.D. 1879 at one o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of Sale Court, Six Consecutive weeks, and in pursuance to said notice, & did on said 11th day of January A.D. 1879, at the time and place above mentioned proceed to offer said lands and tenements at Public Sale, at the door of said Court House, and then and there came David Londenbeck who bid for the same the sum of Sixteen dollars per acre and said sum being more than two thirds of the appraised value thereof and said David Londenbeck being the highest and best bidder thereof, & then and there publicly sold and struck off said lands and tenements to him for said sum of Sixteen Dollars per acre. & Sheriffs fees 8 + 50 Appraisers fees 8.50 Printers fees 21.00. J. J. Miller Sheriff. Returned and filed January 13th 1879 Endorsed as above.

And afterward on February 6th 1879 a notice of Sheriffs Sale was filed with the Clerk of said Court which reads as follows Viz: Court of Common Pleas Union County O. "Order of Sale"

Notice of Sheriffs Sale

David Londenbeck
to
Samuel Gladden

By virtue of the above stated writ from said Court to me directed I will offer at Public sale at the door of the Court House in Marysville Union County Ohio, Saturday January 11th 1879 at or about the hour of one o'clock P.M., of said day, the following real estate to wit: Situate in said County of Union and State of Ohio being part of U.S. Survey No. 530 & conveyed to George Hennings by Albert Galloway Administrator of James Galloway: Beginning at a Burr oak and two hickories in original line of survey and corner to Samuel Miller, thence S. 34° E. 178 poles to two hickories, corner to Joel Hains land, thence S. 53 E. 73 1/2 poles to three dogwoods and a hickory, thence S. 37° W 178 poles to two white oaks and elm thence S. 53° W. 74 1/2 poles to the beginning containing eighty two acres of land more or less being the same premises conveyed to Horace M. Roberts by Isaac N. Runyon and wife by deed dated August 17th 1868. Also a part of same survey beginning at a point where the south line of the A.T.& W. Railway crosses the line between Isaac Mallox and John H. Youngs land: Thence with the said line between said Mallox and Young in a southeasterly direction 68 rods to a stake and stone: thence south westerly on a line parallel to said Railway line 15 rods to a stake and stone: thence in a northwesterly direction: and parallel to said line between Young and Mallox to the south margin of said Railway: thence with said Railway line in a northeastern direction to the beginning. containing containing six acres more or less. Also part of U.S. Survey No. 2308 in the name of Maggie Vance described as follows: Beginning at the original south eastern corner of said survey formerly Jack hickory, ash, sugar and beech: thence N. 34° 38 W. with the original line of the survey 30 1/2 poles to a stake on the west line of said Railway 43 feet feet from the corner of the brick thence southeasterly corner of Thomas Cow-

to 3094 Entry

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N. 55° E. with said line, crossing the corner 89/2 poles more or less, to the
beginning subject to the right of way, land through the same, owned by the
said Railway Company, and containing 5/2 acres more or less excluding of
the strip of land owned by said Railway Co. hereby intending to convey all
of the above tract except so much thereof as was conveyed by Griffith Neely
and wife to Longnecker, on the day of March 1870. The land hereby
conveyed, bounded on the northwest by the Atlantic and Great Western Rail-
road, N. E. by land of Robert Smith and others S. E. by land of Moore and
South west by land of Longnecker and containing 4+ acres. Appraised
at $27.50 per acre. Terms cash J. J. Miller Sheriff of Union County Ohio
The State of Ohio Union County ss. The undersigned being duly sworn
says that a copy of the annexed notice was published for five consecutive
weeks in the Marysville Tribune a news paper of general circulation in
the County of Union, the first publication beginning with Dec 11th 1878.
"U. O. Shearer" Sworn to and subscribed before me this 6th day
of February 1879 W. H. Wright Clerk.

And afterward on the 6th day of February 1879 an entry was made on the
journal of said Court which reads as follows viz:

No 3094 Entry

David Loudenback vs Samuel Gladden

On motion to the Court by the Plaintiff and on pro-
ducing the return of the Sheriff of this County of the sale
of the real estate in the Petition described made by him
on the 11th day of January 1879 to David Loudenback the said Plaintiff on
an order of sale issued in this case and dated the 25th day of November A.
D. 1878 and the Court on examination of said proceedings and being sat-
isfied that said sale has been made in all respects in conformity to law
it is ordered that said proceedings and sale be and the same are hereby
approved and confirmed and the said Sheriff is ordered to execute and
deliver to the said purchaser, David Loudenback a deed in fee sim-
ple for the lands and tenements so sold, and it is further ordered by the
Court that the said sheriff distribute and pay out the moneys arising
from the sale of said lands and tenements as follows. 1st The costs here-
in taxed to $37.00 2nd To the said David Loudenback the sum of $147.00
the same being in full of taxes paid by him and which were a lien on said
lands and tenements at the date of sale. 3rd And the residue amounting
to $652.00 to the said David Loudenback on his judgment and mortgage
lien herein - and the said residue not being sufficient to pay the said
judgment and mortgage lein of said Loudenback in full, no further or-
der as to distribution is made

Attest W. H. Wright Clerk

Pleas before his Honor John L. Porter Judge at a term of Common Pleas begun
and held at the Court House in the town of Marysville within and for the Coun-
ty of Union and State of Ohio on the 13th day of September A. D. 1878. Be it for
to wit: on the 21st day of June 1878 a petition was filed with the clerk of said
Court which reads as follows viz:

Court of Common Pleas Union County Ohio
Petition

Petition

S. H. Lee Plaintiff
against
William H. Davis
Maria Davis
George Harriman &
D. L. Triplett Defendants

For interest. Interest to be paid annually value received. W. H. Davis

The following indorsement appear on the back of said note. May 6th 1876- For value received I hereby assign this note and the mortgage given to secure the same to D. L. Triplett - I waive demand and notice "George Harriman" February 28th 1878 For value received I hereby assign and transfer this note and the mortgage given to secure the same to S. H. Lee "D. L. Triplett"

The defendant William H. Davis is liable on said note as maker and the defendants George Harriman and D. L. Triplett as indorsers. On the 6th day of May A.D. 1876 the said George Harriman for a full fair and valuable consideration sold, indorsed and delivered said note to D. L. Triplett who on the 28th day of February A.D. 1878 for a full fair and valuable consideration sold indorsed and delivered said note to the plaintiff who is now the legal owner and holder thereof. On the day said note became due no part of it was paid although then presented to the said William H. Davis for payment at which the said George Harriman and D. L. Triplett had then due notice. There is now due from the defendants to the plaintiff on said note the sum of Six Hundred and ninety six Dollars with interest on Forty Eight Dollars @ 8% from the 6th day of May A.D. 1878 and for which plaintiff asks judgment.

First Cause of action: The plaintiff says that this his first cause of action is founded upon a promissory note of which the following is a copy with the indorsements thereon. $600. Richwood O. May 6th 1876 Two years after date I promise to pay to the order of George Harriman Six Hundred Dollars with interest. Interest to be paid annually value received. W. H. Davis

Second Cause of action - The plaintiff for his second cause of action says. That the defendants William H. Davis and Maria Davis on the 6th day of May A.D. 1876 to secure the payment of the promissory note set forth in plaintiffs first cause of action executed and delivered to said George Harriman their mortgage deed and thereby conveyed to said George Harriman, his heirs and assigns the following lands and tenements situate in the Township of Washington in the County of Union and State of Ohio and bounded and described as follows towit: Beginning at a stone in the centre of the Essex and East Liberty Road and in the West line of Lot No 2 of the subdivision of Survey No 9918. Thence with said line S 10¼ E. 79 56/100 Poles to a stone corner to E. L. Rogers land Thence with his north line S 79½ ° W 75 48/100 Poles to a stone corner to said E. L. Rogers land and in the West line of said survey No 9918 Thence with said line N. 9¾ W. 53 36/100 Poles to a stone in the centre of the Essex and East Liberty Road. Thence with the centre of said Road N. 60° E. 79 20/100 Poles to the beginning containing Thirty acres and one Hundred and Fifty three Poles of land, The condition contained in said mortgage deed was in substance that if the said William H. Davis or any one for him should well and truly pay the Promissory note set forth in Plaintiffs first Cause of action with the interest thereon, according to the tenor thereof to the said George Harriman his Executors administrators and assigns then these presents should be void otherwise to be and remain in full force and virtue in law-

Praecipe

To Clerk
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On the 6th day of May A. D. 1876 at 12 o'clock P.M. the said mortgage was delivered to the Recorder of said County & by him entered on Record and was recorded on the same day in Record of Mortgages of Union County Ohio Volume 12 Pages 371 & 372. & he said and has from absolute. There is now due and remaining unpaid upon said indebtedness the sum of Six Hundred & Ninety Six Dollars with interest on Forty Eight dollars @8% from the 6th day of May A.D. 877 and interest on Six Hundred & Forty Eight Dollars @ 8% from the 6th day of May A.D. 1878. The Plaintiff therefore asks Judgment against said defendants for the sum of Six Hundred and Ninety Six Dollars with interest @ 8% on Forty Eight Dollars from May 6th 1877 and interest on Six Hundred and Forty Eight Dollars @8% from the 6th day of May A.D. 878 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 all proper relief. A. T. Carpenter Attorney for Plaintiff.

The State of Ohio Union County ss. A. T. Carpenter being sworn says that he is the attorney of the above named Plaintiff duly authorized in the Premises. That said Plaintiff is a non resident of said County of Union and is now absent therefrom. Affiant further says that the facts stated and allegations contained in the foregoing petition of Plaintiff are true as affiant verily believes.

(Signed) A. T. Carpenter

Sworn to by A. T. Carpenter before me and signed by him in my presence this 21st day of June A. D. 1878. W. W. Winget Clerk.

Praecipe — To Clerk: Issue summons upon above petition for William H. Davis, Maria Davis and George Harriman made returnable according to law, Endorsed "Amount claimed $696.00 @ 8% interest on $48.00 from May 6th 1877 & 8% interest on $648.00 from May 6th 878 and for closure of mortgage A. T. Carpenter Attorney for Plaintiff

And afterwards on the 21st day of June A.D. 878 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio, Union County, ss. To the Sheriff of the County of Union, Greeting: We command you to notify William H. Davis, Maria Davis and George Harriman that they have been sued by S. H. Lee in the Court of Common Pleas of Union County, and that unless they answer by the 20th day of July A.D. 1878 the petition of the said S. H. Lee 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 July A.D. 1878. Witness my hand and the seal of said Court this 21st day of June A.D. 1878. W. W. Winget Clerk

(Seal)

Sheriffs Return — Returned and filed endorsed as follows viz: on the 1st day of July 1878. The State of Ohio Union County, ss. Received this writ June 21st A.D. 1878 at Four o'clock P.M., and pursuant to its command served the same June 26th 1878 by delivering to the within named Mariah Davis a certified copy of this writ with the endorsements thereon and on the same day by leaving each of the within named William H. Davis and George Harriman a certified copy of this writ with the endorsements thereon at their usual place of residence. Fees $4.30 "J. J. Miller Sheriff"

And afterward on the 13th day of September 1878 an entry was made on the Journal of said Court which reads as follows viz:

No 2956 Journal Entry

S. H. Lee
vs
William N. Davis Maria Davis
George Harriman and D. L. Triplett

And now comes the said S. H. Lee by A. S. Carpenter his attorney and the said defendants still failing to answer or demur to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises and the court after hearing the evidence do find that there is due to the said plaintiff on the note and mortgage in said petition described the sum of Seven Hundred and Eighteen and 68/100 dollars with interest @ 8% from the first day of the term. It is therefore Considered by the Court here that said plaintiff recover of said defendants the said sum of Seven Hundred and Eighteen and 68/100 the sum so found due as aforesaid with the interest at 8% from September 9th A.D. 1878 and also his costs taxed to $ And it is further ordered and adjudged that in case the said defendants fail for three days from the 13th day of September A.D. 1878 to pay to the said plaintiff the said sum of Seven Hundred and Eighteen and 68/100 Dollars with the interest thereon at 8% from the first day of this term so as aforesaid found due with costs of suit an order issue to the Sheriff of said 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 the said sum so found due with costs of suit.

And afterward on the 23rd day of October 1878 an order of sale was issued by the Clerk of said Court which reads as follows viz:

Order of Sale

The State of Ohio Union County ss. To the Sheriff of said County, Greeting
Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 13th day of September A.D. 1878 in the cause of S. H. Lee Plaintiff and William N. Davis et als. Defendants, it was ordered, adjudged and decreed as follows, to wit: that in case the said defendants fail for three days from said date to pay to the said Plaintiff the sum of $718.68 with interest at 8% September 9th 1878 and costs of suit; that an order issue to the Sheriff of Union County Ohio commanding him to cause the lands and tenements in plaintiffs petition described to be appraised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum and costs of suits.

Description of Lands

Beginning at a stone in the centre of the Essex and East Liberty Road and in the west line of Lot No 2 of the subdivision of Survey No 9918 thence with said line S. 10¼° E. 79 56/100 Poles to a stone corner to E. L. Rogers land. Thence with his north line S. 79½° W. 75 48/100 Poles to a stone corner to said E. L. Rogers land and in the west line of said survey No 9918. Thence with said line N. 9° W. 53 36/100 Poles to a stone in the centre of the Essex and East Liberty Road. Thence with the centre of said road N. 60° E. 79 20/100 Poles to the beginning containing 30 acres 153 poles. We therefore command you, that you proceed to carry said order, judgment and decree into execution, agreeably to the laws thereof and that you expose to sale the above described Real Estate, under the Statute regulating sales on Execution, and that you apply the proceeds of

Sheriffs Return

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such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 23rd day of October 1878. Wm. Wright, Clerk

(Seal)

Sheriffs Return

The State of Ohio, Union County ss. In obedience to the command of the Order of sale hereto annexed I did, on the 30th day of October, 1878 summon John M. Pluey, Jacob Temple and Nathan Burnside three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described and afterward, on the 30th day of October A.D. 1878, said Appraisers returned to me under their hands and seals, that they did, upon actual view of the premises estimate and appraise the real value in money of the same at Thirty three dollars per acre. A certified copy of said Appraisal & forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 6th day of November 1878 I caused to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County on the 7th day of December A.D. 1878 at one oclock P.M. of said day, And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit five consecutive weeks; and in pursuance to said notice I did on said 7th day of December A.D. 1878, at the time and place above mentioned proceed to offer said lands and tenements at public sale at the door of said Court House and then and there came A. J. Carpenter Atty, who bid for the Plaintiff S. H. Lee, who bid for the same the sum of Twenty two and 5/100 dollars per acre and said sum being more than two thirds of the appraised value thereof, and said S. H. Lee being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Twenty two and 5/100 Dollars per acre, Sheriff fees $5.72 Appraisers fees $1.50 Printing fees $10.00. J. J. Miller Sheriff.

On February 6th A.D. 1879 a notice of Sheriffs sale was filed with the Clerk of said Court which reads as follows viz:

Notice Sheriffs sale

Court of Common Pleas Union County, Ohio, Order of Sale

S. H. Lee vs Wm H. Davis

By virtue of the above stated writ 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, in said County, on Saturday December 7th 1878 at or about the hour of one oclock P.M. of said day the following property to wit: Beginning at a stone in the centre of the Essex and East Liberty Road, and in the West line of lot No 2 of the subdivision of Survey No 9918 thence with said line S. 10 1/4° E. 79 36/100 poles to a stone corner to E. L. Rogers land, thence with his north line S. 79 1/2° W. 75. 48/100 poles to a stone corner to said E. L. Rogers land and in the west line of said survey No. 9918 thence with said line N. 9° W.

53 36/100 Poles to a stone in the Centre of the Essex and East Liberty road Thence with the centre of said road N. 60° E. 79 20-100 Poles to the Beginning Containing 30 acres and 53 Poles. Appraised at $33 Dollars. J. J. Mulley, Sheriff.

The State of Ohio Union County ss The undersigned being duly sworn, says that a Copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a news paper of general circulation in the County of Union, the first publication beginning with November 6th 1878. W. O. Shearer

Sworn to and subscribed before me, this 6th day of February 1879

(signed) W. M. Wright Clerk

Journal Entry No 2956

And afterwards on the 21st day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

S. H. Lee vs Wm H. Davis et als

On motion of the said Plaintiff by A. T. Carpenter his attorney and on producing the return of the Sheriff of this County of a sale of real estate made by him on the 7th day of December A.D. 1878 to S. H. Lee (the Plaintiff) on an order of sale issued in this case and dated the 22nd day of October A.D. 1878 and the Court on examination of said proceedings being satisfied that said sale has been made in all respects in conformity to law it is ordered that the said sale and proceedings be and the same are hereby confirmed and the said Sheriff is ordered to make to the purchaser a deed for the lands and tenements so sold, And the Court coming now to the distribution of the Proceeds of said sale it is ordered that said Sheriff Pay 1st The costs of this action taxed to $31 63/100 2nd The taxes now due and a lien upon said land Amounting to $24 42/100 3rd That the balance of the Proceeds of said sale Amounting to $605 45/100 be paid to the Plaintiff to apply on his claim.

Attest W. M. Wright Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held in the town of Marysville within and for the County of Union and State of Ohio on the 9th day of October A.D. 1878. Heretofore to wit: on the 7th day of September A.D. 1878 an Petition was filed with the Clerk of said Court which reads as follows to wit:

Petition

C. W. Marshall, Plaintiff
Against
W. H. Davis C. S. Chapman Maria Davis and Philip Snider

Court of Common Pleas Union County Ohio. Petition

The Plaintiff says:

That on the 1st day of September A.D. 1877 the defendant W. H. Davis made and delivered to C. S. Chapman his three several Promissory notes of that date and thereby Promised to Pay to said C. S. Chapman or order the sum of One hundred and Twenty dollars in one year thereafter and the further sum of One hundred and Twenty dollars in two years thereafter and the further sum of One thousand Dollars in three years thereafter with eight per cent interest after maturity for value received (Copies of said notes are hereto attached marked "A" "B" & "C" respectively) and the defendants W. H. Davis and Maria Davis on the 8th day of September A.D. 1877 to secure the Payment of said notes executed and delivered to said C. S. Chapman this mortgage

deed and thereby conveyed to said C. S. Chapman his heirs and assigns the following premises situate in the Township of Washington County of Union and State of Ohio and bounded and described as follows towit: Beginning at a Pigeon Oak & W. corner to survey #998 thence with the north line of said Survey N. 79½° E. 15.50 Poles to a stone (Elm trees north 79½° E. 1 98/100 Poles) N. W. corner to Wm Davis land: thence with his line S. 10¾° E. 86 28/100 Poles to a stone in the centre of the Essex and East Liberty Road: thence with said Road, S. 60° W. 20 Poles to a stone in the W. line of survey #998: thence with said line N. 9¼° W. 34 28/100 Poles to a stone (2 A. 2. Dowse) N. E. corner to John McPeeks land, thence with his N. line S. 79½ W. 99¼ Poles to a stone N. W. corner to said McPeek's, thence with his west line S. 10° E. 39 25/100 Poles to a stone, thence S. 79½° W 63¼ Poles to a stone in the Haines Road. thence with said Road N. 9½° W. 103 Poles to a stone (Beech Maple and Sugar gone) S. W. corner to Henry Huninghs land, thence with his S. line N. 79½° E. 126½ Poles to a stone (Beech & Sugar gone) S. E. corner to said Huninghs land in the East line of Survey #9917. thence with said line S. 9¼° E. 5 68/100 Poles to the Beginning containing 74½ acres more or less- 65 acres in Survey #9917 and 9½ acres in Survey #9918. Also the following tract situate in the Township County and State aforesaid and bounded and described as follows: Beginning at a stone, white oak and Beech (gone) N. E. corner to Lot #2 of the subdivision of survey #9918 and in the north line of said survey, thence with said line S. 79¼° W. 56 48/100 Poles to a stone (Elm trees N 79¼° E. 3 88/100 Poles. Thence S. 10¾° E. 86 28/100 Poles to a stone in the centre of the Road from Essex to East Liberty. Thence with said Road N. 60° E. 59 72/100 Poles to a stone in the centre of said Road and in the east line of said Lot #2: Thence with said line N. 10¾° W. 66 68/100 Poles to the Beginning Containing 27 acres more or less, Also the following tract situate in the Township County State aforesaid and bounded and described as follows to wit: Beginning at a stone (White oak Standing, Beech gone North West corner to Lot #2 of the subdivision of survey #9918 and in the north line of said Survey: Thence with said line N. 79¼° E. 82 Poles to a stone. Beech and Ash N. E. corner to said Lot #2: Thence with the East line of said Lot S. 10¾° E. 38 32/100 Poles to a stone in the centre of the Road from Essex to East Liberty: Thence with said Road S. 60° W. 86 8/100 Poles to a stone in the centre of said Road and in the West line of said Lot #2: Thence with said line N. 10¾° W. 66 68/100 Poles to the Beginning containing 26 acres and 145 Poles more or less being the north part of Lot #2 of the subdivision of said Survey #9918.

The condition contained in said mortgage deed was in substance that if the said W. H. Davis should pay or cause to be paid to the said C. S. Chapman or his assigns the above described promissory notes with the interest thereon according to the true thereof then these presents to be void otherwise to be and remain in full force and virtue in law. 3rdly On the 12th day of September A.D. 1877 at 2½ oclock P.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 18th day of September A. D. 1877 in Record of Mortgages of said County - Book Volume 13 Page 469

4th On the 12th day of October A.D. 1877 for a full fair and valuable consideration said mortgage and said above described Promissory notes were sold assigned indorsed and transferred by said C. S. Chapman to the Plaintiff who is now the legal owner and holder thereof.
5th The defendant Philip Snider has or claims to have some interest in or claim upon said premises of the nature and extent of which Plaintiff is not advised and asks that he be required to answer and set up his claim if any he has. 6th The said deed has become absolute. There is now due and remaining unpaid from said defendant W. H. Davis to Plaintiff upon said indebtedness the sum of One Hundred & Twenty Dollars with interest thereon at 8% from the 1st day of September A.D. 1878. 7th The Plaintiff therefore asks judgment for the sum of One Hundred and Twenty dollars with interest @ 8% from the 1st day of September A.D. 1878 and that said mortgage may be foreclosed said premises ordered to be sold and the proceeds applied to the payment of said debt and for all proper relief.

A. J. Carpenter Atty for Plaintiff

The State of Ohio Union County ss. A. J. Carpenter being sworn says he is the attorney of the above named plaintiff duly authorized in the premises That said C. W. Marshall the plaintiff herein is a non resident of said County of Union and is now absent therefrom and that the facts stated and allegations contained in the foregoing petition are true as affiant verily believes "A. J. Carpenter"

Sworn to by A. J. Carpenter before me and signed by him in my presence this 6th day of September A.D. 1878 "Wm. Winget Clerk"

Praecipe To Clerk. Issue summons upon petition in above case for W. H. Davis and Maria Davis - Returnable according to law - Endorse "Action on note and mortgage, Amount Claimed $120.00 with interest at 8% from September 1st 1878 & Foreclosure of Mortgage A. J. C. "September 6th 78

We hereby waive the issuing and service of Process against us in above case and enter our appearance herein (signed) "Philip Snider" "C. S. Chapman"

Copy of Note "Exhibit A" $120.00 Marysville Ohio September 1st 1877. One year after date I promise to pay to C. S. Chapman or order at their office in Marysville Ohio, One Hundred & Twenty 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 with eight per cent 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 3rd day of September 1877 "W. H. Davis" (Seal) Endorsed C. S. Chapman" "Paid in full April 21st 1879"

$120.00 Exhibit "B" Marysville Ohio September 1st 1877. Two years after date I promise to pay to C. S. Chapman or order, at their office in Marysville Ohio One Hundred and Twenty 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

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Sheriffs Return

Separate answer of Philip Snider

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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, with Eight
per cent 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 be-
half. Witness our hands and seals this 3rd day of September 1877
(signed) "W.H. Davis" (Seal) Endorsed "C. S. Chapman"
"Exhibit C" $1.000.00 Maysville Ohio, September 1st 1877. Five years
after date I promise to pay to C. S. Chapman or order at this office in
Maysville Ohio- One Thousand - Dollars for value received, And we
hereby dispense with the demand of payment of this note, and author-
ize 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 against us, or either of us in favor of the holder or holders
of this note for the amount of said note with Eight per cent 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 3rd day of September
1877 (signed) W.H. Davis (Seal) Endorsed "C. S. Chapman"

And afterwards on the 7th day of September A.D. 1878 a Summons was
issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio Union County ss To the Sheriff of the County of Union
Greeting: We Command you to notify W. H. Davis and Maria Davis that
they and others have been sued by C. W. Marshall in the Court of Com-
mon Pleas of Union County and that unless they answer by the 5th day
of October A. D. 1878 the petition of the said C.W. Marshall 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 re-
turn of this Summons on the 16th day of September A. D. 1878. Witness
my hand and the seal of said Court this 7th day of September A.D. 1878
(Seal) W.M. Driggs Clerk

The Summons was returned and filed September 16th 1878 Endorsed as follows
Sheriffs Return — viz: "The State of Ohio Union County ss I Received this Writ Septem-
ber 7th A.D. 1878 at one oclock P.M., and Pursuant to its Command
Served the same September 13th 1878 by delivering a certified copy there-
of with the endorsements thereon to each of the within named W. H.
Davis and Maria Davis Fees $2.00 J. J. Miller Sheriff.

And afterwards on the 1st day of October 1878 an answer was filed with
the Clerk of said Court which reads as follows viz:

Separate Answer of Philip Snider

C.W. Marshall, Plaintiff
against
W. H. Davis, Maria Davis
C. S. Chapman & Philip Snider

Now comes the said defendant Philip
Snider and for his separate answer to
the petition of the Plaintiff say. That
his claim arose out of a tax sale of
the Premises described in Plaintiffs petition. Defendant further says
that on the 21st day of January A. D. 1878 in Pursuance of a notice
of the Auditor of Union County in such cases made and provided
the lands described in the Plaintiffs petition were offered for sale
by said Auditor at Tax sale for delinquent Tax, and that this
defendant became the purchaser of said land at said tax sale

That the same was sold on said day for the sum of three hundred and sixty seven and 40/100 Dollars and that said defendant Philip Snider has paid said sum of $367 40 said tax as aforesaid to the Treasurer of Union County Ohio on said day aforesaid. Defendant Philip Snider therefore prays that, upon the sale of said premises described in said petition as prayed for, that the said defendant have a decree of this Court ordering that said sum of three Hundred and sixty seven and 40/100 Dollars so paid by the defendant as said tax with the interest thereon from the 21st day of January A.D. 1878 with the lawful penalty of twenty five per cent thereon amounting to $91 85 be paid said defendant out of the money arising from the sale of said Real Estate, and for all proper relief. J.K. Kennedy Attorney for defendant Snider.

The State of Ohio Union County ss. Philip Snider first duly sworn says the facts set forth and allegations in the foregoing answer are, as he believes, true (signed) Philip Snider

Sworn to by the said Philip Snider before me and by him subscribed this the 1st day of October A.D. 1878 W.M. Wright Clerk

Afterwards on the 9th day of October 1878 an entry was made on the Journal of said Court which reads as follows viz:

C.W. Marshall
vs
W.H. Davis, Maria Davis
C.C. Chapman & Philip Snider

This day this cause came on for hearing upon the petition of Plaintiff and the separate answers of Philip Snider, the other defendants still failing to answer or demur to said petition and being in default it is considered that the said plaintiff is entitled to an account of the money due him in the premises and the Court after hearing the evidence do find that there is now due to the said plaintiff on the notes and mortgage in said petition described the sum of $120 16/100. It is therefore considered by the Court here that the said plaintiff recover of the said defendant W.H. Davis the said sum of $120 16 (with interest from the first day of the present term of this Court) 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 fails for three days from the close of this term of Court to pay to the said plaintiff the said sum of $120 16 with interest from the 9th day of September 1878 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 tenements in said petition described to be appraised advertised and sold according to law and bring the proceeds of said sale into Court subject to the further order of the Court herein, and as to the question of distribution and other questions raised by the separate answers of Philip Snider this cause is Continued

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 22nd day of February 1879 Hereinafter to wit: On the 13th day of April 1878 a Petition was filed with the Clerk of said Court which reads as follows to wit:

Court of Common Pleas Union County Ohio

Petition

Petition Joseph W. [illegible]

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Joseph W. Robinson Plaintiff
against
Eli Fourie and Susan Fourie Defendants

The Plaintiff says that on the 1st day of April A.D. 1877 the defendants Eli Fourie and Susan Fourie made and delivered to Plaintiff their promissory note of that date and thereby promised to pay to Plaintiff or order the sum of Two Hundred Dollars in one year after date thereof for value received (a copy of said note is hereto attached marked "A") The defendants Eli Fourie and Susan Fourie on said 1st day of April A.D. 1877 to secure the payment of said note executed and delivered to the Plaintiff their mortgage deed and thereby conveyed to Plaintiff his heirs and assigns the following lands and tenements situate in the Township of Allen in the County of Union and State of Ohio and in Virginia Military Survey No 3151 and bounded and described as follows to wit: Beginning at a stake in the Easterly line of said survey No 3151 and in the southerly line of the C.T. & V. Railway - Thence with the last mentioned line S 37½° W. 127 Poles to a stake in the centre of the Marysville and Bellefontaine Grave Road: Thence with the centre of said Road S. 7½° E. 20 Poles to a stake corner to Oliver H. Emboslands - Thence with a line of said land N. 37½° E. 109 70/100 Poles to a stake corner to said land in the Eastern line of said survey N. 3151. Thence with said line N. 35½° W. 28 20/100 Poles to the beginning containing 20 acres more or less. The condition contained in said mortgage deed was in substance that if said Eli Fourie and Susan Fourie or any one for them should well and truly pay the aforesaid promissory note when due according to the tenor thereof then these presents to shall be void otherwise to be and remain in full force and virtue in law - On the 17th day of April A.D. 1877 at 8½ o'clock A.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 16th day of April 1879 in Record of Mortgages of Union County Ohio Book 13 Page 268, The said deed has become absolute - There is now due and remaining unpaid upon said indebtedness the sum of Two Hundred Dollars with interest from the 1st day of April A.D. 1877. The Plaintiff therefore asks judgment against said defendants for the sum of Two Hundred dollars with the interest thereon from the 1st day of April A.D. 1877 and that said mortgage may be foreclosed, said premises ordered to be sold and the procuds applied to the payment of said debt and for all proper relief A. T. Carpenter Attorney for Plaintiff

The State of Ohio Union County ss - A. T. Carpenter being sworn says that he is the Attorney of the above named Plaintiff duly authorized in the premises - That said Plaintiff is a non resident of said County of Union and State of Ohio and is now absent therefrom and that the facts stated and allegations contained in the above pleading of the Plaintiff are true as affiant verily believes. A. T. Carpenter

Sworn to by A. T. Carpenter before me and signed by him in my presence this 13th day of April A.D. 1878. W. M. Wright Clerk, by Talon Randall Deputy

Praecipe To Clerk - Issue summons in above action returnable according to law Endorse "Action on note and mortgage - Amount claimed $200.00 with interest from April 1st 1877 and Foreclosure of mortgage"

A. T. Carpenter Attorney for Plaintiff.

Copy of Note

$200.00 Pottstown Union Co. Ohio April 1st 1877. One year after date I promise to pay the order of Joseph W. Robinson Two Hundred Dollars at Pottstown with interest at 6 per cent Value received. "Eli Fowrie" "Susan Fowrie"

And afterward on the 13th day of April A. D. 1878 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We Command you to notify Eli Fowrie and Susan Fowrie that they have been sued by Joseph W. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 11th day of May A. D. 1878 the petition of said Joseph W. Robinson 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 22nd day of April A. D. 1878. Witness my hand and the seal of said Court this 13th day of April A. D. 1878. "W. W. Wright Clerk"

(Seal)

Sheriffs Return

Returned and filed endorsed as follows viz: April 22nd 1878. The State of Ohio Union County, ss. Received this Writ April 13th 1878 at 7 o'clock P. M., and Pursuant to its command Served the same April 19th 1878 by delivering to each of the within named Eli Fowrie and Susan Fowrie a certified Copy of this writ with the endorsements thereon, Endorsed, In action on note and mortgage, Amount claimed $200.00 with interest from April 1st 1877 and Foreclosure of Mortgage. Fees 1.70

"J. J. Miller Sheriff"

And afterward on the 9th day of September 1878 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No 2888

Joseph W. Robinson vs Eli Fowrie & Susan Fowrie

And now comes the said Joseph W. Robinson by A. T. Carpenter his attorney and the said defendants still failing to demur or answer to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises and the Court after hearing the evidence do find that there is now due to the said plaintiff on the note and mortgage in said petition described the sum of $202 26/100 with interest thereon from the first day of the present term of this court.

It is therefore considered by the said Court here that the said plaintiff recover of the said defendant the said sum of $202.26 with interest thereon from the 9th day of September 1878 so as aforesaid found due together with his costs taxed to $ And it is further ordered and adjudged that in case the said defendant fails by the 1st day of January A. D. 1879 to pay to the said plaintiff the said sum of $202 26/100 with interest from the 9th day of September 1878 so as aforesaid found due with costs of suit, an order issue to the Sheriff of said County Commanding him to cause the lands and tenements in said petition described to be appraised advertised and sold according to law and apply the proceeds of said sale in satisfaction of the said sum so found due with costs of suit, and that he bring the balance of the proceeds of said sale into Court subject to the further order of the Court in the premises.

Order of Sale

The following Order of Sale was issued by the clerk of said of said County on the 14th day of January 1879 which reads as follows viz:

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The State of Ohio Union County ss. To the Sheriff of said County - Greeting:
Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 9th day of September A. D. 878 in the cause of Joseph W. Robinson Plaintiff and Eli Sowle et al. Defendants, it was ordered, adjudged and decreed as follows, to-wit: That in case the said defendants fails by the 1st day of January 879 to pay to said Plaintiff the sum of $202 36/100 with interest from the 9th day of September 878, with costs of suit, that an order issue to the Sheriff of Union County commanding him to cause the lands and tenements described in Plaintiff's Petition to be appraised and sold according to law and apply the procuds of said sale to the satisfaction of said sum and costs and bring the balance of the procuds into Court subject to ilo further order.

Description "Situate in the township of Allen, County of Union and State of Ohio and in U. M. Survey No. 3151 Beginning at a stake in the easterly line of said survey No 3151 and in the Southerly line of the A. & G. W. Railway - Thence with the last mentioned line S. 37 1/2 W. 137 Poles to a stake in the Centre of the Marysville and Bellefontaine Grave Road; Thence with the Centre of said road S. 71 1/2 & E. 29 Poles to a stake corner to Olivia H. Grubbs land, Thence with a line of said land N. 37 1/2 E. 109 70/100 Poles to a stake corner to said land in the Easterly line of said Survey No 3151. Thence with said line N. 35 1/2 W. 28 20/100 Poles to the beginning containing 20 acres more or less.

We therefore Command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof and that you expose to sale the above described Real Estate, under the Statute regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 14th day of January 1879. (Seal) Wm. Wright - Clerk."

Sheriffs Return Returned and filed endorsed as follows. Feby 22nd 1879 viz:
The State of Ohio Union County SS. In obedience to the command of the Order of Sale thereto annexed, I did, on the 20th day of January 1879 summon Clement Spain, William Jenkins and Eddy Spain three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterwards on the 20th day of January A. D. 879, said Appraisers returned to me, under their hands and seals that they did, upon actual view of the premises estimate and appraise the real value in money of the same at six hundred (600) Dollars, A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 20th day of January 1879 I caused to be advertised in the Marysville Tribune (a Newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 22nd day of Feb-

Petition No 3132

Notice of Sheriffs sale

Journal Entry No 2888

May A.D. 1879 at one oclock P.M. of said day. And having advertised the said lands and tenements for more than Thirty days previous to the day of sale to=wit: Consecutive weeks; and in pursuance to said notice, I did, on said 22nd day of February A.D. 1879 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House, and then and there came Moses Seiers who bid for the same the sum of Four hundred and two (402) dollars and said sum being more than two thirds of the appraised value thereof, and said Moses Seiers being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Four hundred and two (402) dollars. Sheriffs fees $12.86 Appraisers fees $1.50 Publishers fees $10.50 "J. J. Miller Sheriff of Union County.

On the 22nd day of February 1879 a notice of Sheriffs Sale was filed with the Clerk of said Court which reads as follows viz:

Joseph W. Robinson
vs
Eli Fourie et als

Court of Common Pleas Union Co. Ohio. Order of Sale
By virtue of the above stated writ to me directed from said Court, I will offer at public sale at the door of the Court house in Marysville Ohio on Saturday February 22nd 1879 at or about the hour of ten oclock A.M. of said day the following described real estate to=wit; Situate in the township of Allen County of Union and State of Ohio, and being part of U.S. survey No. 3151 Beginning at a stake in the Easterly line of said survey No 3151 and in the Southerly line of the A.T.&W. Railway; thence with the last mentioned line S. 37 1/2° W. 127 Poles to a stake in the centre of the Marysville and Bellefontaine gravel road thence with the centre of said road S 7 1/2° E. 29 Poles to a stake corner to Oliver H. Snowland;
thence with a line of said land N. 37 1/2° E. 109 40/100 Poles to a stake corner to said land in the Easterly line of said survey No 3151, thence with said line N. 35 1/2° W 28 20/100 Poles to the Beginning containing Twenty acres, more or less. Appraised at $600. Terms Cash. J. J. Miller Sheriff of Union County Ohio.

The State of Ohio Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for Five Consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with January 22nd 1879
(Signed) H. O. Shearer. Sworn to and subscribed before me this 22nd day of February 1879 Wm. Winget Clerk

First

Afterwards on the 22nd day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

Joseph W. Robinson
vs
Eli Fourie &
Susan Fourie

On motion of the said Plaintiff by A. T. Carpenter his attorney and on producing the return of the sheriff of this County of a sale of real estate made by him on the 22nd day of February A.D. — to Moses Seiers on an order of sale and dated the 14th day of January A.D. 1879, and the Court on examination of said proceedings, being satisfied that said sale has been made in all respects in conformity to law, it is ordered that the said sale and proceedings be and the same is hereby confirmed and the said Sheriff is ordered to make to the purchaser a deed for the lands and tenements sold and that a writ of possession issue to the sheriff of said County to put the purchaser in possession of said premises

And the Court coming now to the distribution it is ordered that said Sheriff out of the proceeds of said sale pay 1st The costs of this action taxed to $ 36 22/100 2nd The taxes now a lien on said premises amounting to $ 29 50/100 3rd The plaintiffs claim amounting to $ 207 82/100 + That the balance if applied upon the claims of the defendants H. D. Hosk and Benjamin Grubb as appears to the Court from their answer filed therein.

Attest W. M. Kinget Clerk"

Pleas before his Honor John L. Dorlo Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 3rd day of February A.D. 1879. Be it remembered to wit: On the 14th day of October 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition No. 3132

John L. Grossenbacher Plaintiff
vs
Fredrick Grossenbacher, Edward Grossenbacher
August Grossenbacher, Elise Grossenbacher
Julius Grossenbacher Emile Grossenbacher

} To the Court of Common Pleas of Union County and State of Ohio. Petition

Your Petitioner John L. Grossenbacher who resides in Woodes in the County of Wayne in the State of Ohio Respectfully represent that on or about the day of 1878 one John L. Grossenbacher late of said County of Union departed this life intestate unmarried without issue and That he died seized in fee simple of the following Real Estate Situate in the village of Marysville in the County of Union and State of Ohio and known as part of survey No. 3754. Beginning at a stake 4 poles S. 88 E. from the east line of lands of D. S. Hamilton in the S. Margin of Centre street, Thence South 1° W- 10- poles to a stake. Thence S. 88 W 4 poles to a stake. in the east line of said D. S. Hamiltons land. Thence with said line S. 1- E 10 poles 10 poles. to the South margin of Centre Street. Thence with the margin of Centre street. S. 72- E. to the beginning Containing 1/4 acres more or less, being the same land conveyed by John Weidman and wife to John L. Grossenbacher. The said lands came to the said John L. Grossenbacher by purchase and not by devise descent or deed of gift. The said John L. Grossenbacher left his brothers and sisters who have the next estate of inheritance in said lands and who are seized in fee simple in common in said land viz.

First Your Petitioner- Who is a brother of said deceased and who has a legal right to and is seized in fee simple of the undivided one seventh part thereof. Second, Fredrick Grossenbacher and Edward Grossenbacher brothers of said deceased and who are tenants in common and Coparceners with the said Petitioner and have each one seventh part thereof and who reside out of the United States in the Country of Switzerland. Third August Grossenbacher a brother of the said deceased who is seized in fee simple of the one seventh part thereof in common with the Plaintiff and who resides in West Dayton in the state of Ohio. Fourth Elise Grossenbacher a sister of the said deceased who is seized of one seventh part thereof in common with the Petitioner and who resides in Woodes in the State of Ohio. Fifth, Julius Grossenbacher and Emile Grossenbacher brothers of said deceased who are each seized in fee simple

of the one seventh part thereof in common with the petitioner and who reside in the State of Iowa at Union. Your petitioner desires to sell his interest in said premises in severalty. Your petitioner therefore prays that all of the said parties may be duly notified of the filing and pendancy of this petition and that a full and ample hearing may be had herein and that all interests and liens may be determined and a just order made in that behalf and that partition may be made of the said premises as equity may suggest and that all rights and interests of all said parties may be determined and protected and the part and portion of your petitioner set off to him in severalty and if said premises cannot be divided without injury then that such further orders may be taken as law or equity may require and for all proper relief. Cameron and Denton Attorneys for Plaintiff.

State of Ohio Union County ss. J. L. Cameron being first duly sworn deposes and say that I am one of the attorneys for the above named plaintiff John A. Grossenbacher duly authorized in the premises that said John A. Grossenbacher is not a resident of said County and is now absent therefrom and that the facts stated and allegations made in the foregoing petition are true as I truly believe. "J. L. Cameron"

Sworn to before me by said J. L. Cameron and by him signed in my presence this 14 day of October 1878 W. M. Wright Clerk.

Precipe — Clerk: Issue summons in this case for Elise Grossenbacher direct to the Sheriff of Wayne County Ohio returnable according to law.

Cameron & Denton Attorneys for Plaintiff

Summons — The following summons was issued by the clerk of said Court on the 8th day of November A. D. 1878 which reads as follows viz:

The State of Ohio, Union County ss. To the Sheriff of Wayne County: Greeting We command you to notify Elise Grossenbacher that he & others have been sued by John Grossenbacher in the Court of Common Pleas of Union County, and that unless she answer by the 7th day of December A. D. 1878 the petition of the said John Grossenbacher 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 18th day of November A. D. 1878. Witness my hand and the seal of said Court this 8th day of November A. D. 1878 W. M. Wright Clerk

Return — "I hereby acknowledge service of this summons and waive all further process this 11th day of November A. D. 1878. My appearance also entered (signed) "Elise Grossenbacher" Returned and filed November 15th 1878 Endorsed as above.

On October 14th 1878 an affidavit for publication was filed with the Clerk of said Court which reads as follows viz:

Affidavit for publication — John A. Grossenbacher Plaintiff

vs.

Fredrick Grossenbacher and others defendants

"In Union County Court of Common Pleas
"State of Ohio Union County ss"
J. J. L. Cameron being first duly sworn do depose and say that I am one of the attorneys for the above named plaintiff duly authorized in the premises that the said plaintiff is not a resident of said county of Union and is now absent therefrom and that this action is for the partition of real estate and determining the rights and interest of parties thereto and which Real

Writ of Partition — Estate is, [illegible] not to be [illegible] daub, Fr[illegible] in Swit[illegible] in the St[illegible] as who[illegible] fires to, se[illegible]

Sworn to [illegible] in my p[illegible]

And [illegible] made on [illegible] John A. G[illegible]

Journal Entry for Partition — Fredrick [illegible]

legal no[illegible] that they [illegible] Petition is [illegible] find that [illegible] in Jos Sw[illegible] and that [illegible] do find th[illegible] Grossenb[illegible] Grossenb[illegible] with said [illegible] are sized [illegible] that the [illegible]

It is the[illegible] Estate be [illegible] County of [illegible] Henders[illegible] interested [illegible] ty and no[illegible] cause to [illegible] of the sai[illegible] to which [illegible] is ordered [illegible] premises [illegible] without [illegible] to this Co[illegible] of this Pro[illegible] without [illegible]

And[illegible] tion was [illegible] viz:

greeting: [illegible] A. Hend[illegible] dition to [illegible]

Estate is situate in said County of Union. That service by summons cannot be made in this State (of Ohio) on the following named defendants, Fredrick Grossenbacher and Edward Grossenbacher who reside in Switzerland, August Grossenbacher who resides at Red Dayton in the State of Iowa. Julius Grossenbacher and Emile Grossenbacher who reside at Vinton in the State of Iowa. The said Plaintiff desires to secure service upon said parties defendant by publication.

(signed) "J. L. Cameron"

Sworn to before me by said J. L. Cameron and by him signed in my presence this 14th day of October 1878. "W. M. Winget Clerk"

And afterwards on the 3rd day of February A.D. 1879 an entry was made on the Journal of said Court which reads as follows viz.

Journal Entry in Partition

John A. Grossenbacher
vs
Fredrick Grossenbacher et als

Now came the Plaintiff herein by his attorney and his petition thereupon coming on to be heard the Court finds that all of the defendants have had due legal notice of the pendancy and demand of the said petition and that they are in default for answer and demurrer and that the said Petition is thereby confessed by them to be true. Thereupon the Court find that the said Plaintiff has a legal right to and is seized in fee simple of the lands and tenements in the petition set forth and that all the facts set forth in said petition are true. The Court do find that said defendants Fredrick Grossenbacher, Edward Grossenbacher, August Grossenbacher Elise Grossenbacher Julius Grossenbacher, Emile Grossenbacher are tenants in common with said Plaintiff on said premises and have each a right to and are seized in fee simple of the undivided one seventh part thereof and that the Plaintiff is entitled to partition of said premises.

It is therefore ordered adjudged and decreed that partition of said Estate be made and that an order issue to the Sheriff of the said County of Union Commanding him that by the oaths of James A. Henderson, Christopher Houston, F. J. Sager three judicious and disinterested Freeholders of the vicinity who are not akin of either party and who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said Plaintiff and to each of the said defendants the parts and proportions of the said Estate to which they are herein before severally found entitled. And it is ordered that if in the opinion of said Commissioners the said premises cannot be divided according to the demand of said writ without manifest injury to the value thereof they return that fact to this Court together with a just valuation of said Estate. And of this proceeding herein the said Sheriff is ordered to make due return without unnecessary delay.

And afterward on the 4th day of February A.D. 1879 a Writ of Partition was issued by the Clerk of said Court which reads as follows viz:

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 James A. Henderson, Christopher Huston and F. J. Sager you cause partition to be made of the following described premises situate in the

County of Union and State aforesaid to wit: Situate in the Village of Marysville and known as part of Survey No 3754. Beginning at a stake 4 Poles S-88-E. from the east line of D.H. Hamilton in the S. margin of Centre Street - thence South 1° W. 10 Poles to a stake - Thence N. 88° W. 4 Poles to a stake in the east line of said D.H. Hamiltons Land, thence with said line - N. 1° E. 10 poles to the South Margin of Centre Street - Thence with the S Margin of Centre Street S. 72° E. to the beginning Containing 1/4 acres more or less, among the persons named herein, and in the following proportions to wit: To John W. Grossenbachen 1/7 part, to Fredrick Grossenbachen 1/7 part, to Edward Grossenbachen 1/7 part, to August Grossenbachen 1/7 part to Elise Grossenbachen 1/7 part, to Julius Grossenbachen 1/7 part and to Emile Grossenbachen 1/7 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 John W. Grossenbachen Petitioner and the said Fredrick Grossenbachen et als 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 said Court of Common Pleas, at the Court House in Marysville this 4th day of February A.D. 1879. W.W. Wright Clerk (Seal)

Sheriffs return

Returned and filed February 4th 1879 Endorsed as follows viz: As Commanded by the Forgoing Writ of Portition, I have executed the same by the oaths of James A. Henderson, Christopher Houston and F. J. Sagey, Causing said Partition to be made as will appear by the Report of the Commissioners, herewith returned. Given under my hand, this 4th day of February A.D. 1879 Sheriffs Fees $2.65 Commissioners Fees $3.00 - J. J. Miller Sheriff -

Commissioners Report

John W. Grossenbaugh against Fredrick Grossenbaugh et als } In Partition

"According to the Command of the writ of Partition in this case issued, and on the 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; and we do estimate the value of the same at Seventeen (1700) hundred dollars Given under our hands, this 4th day of February A.D. 1879. J. A. Henderson, C. Houston, F. J. Sagey, Commissioners.

Fo. 3132 Entry In Partition

Afterward on February 8th 1879 a "Legal Notice" was filed in the Clerks of said Court which reads as follows viz: "August Grossenbachen who resides at West Dayton in the State of Iowa; Julius Grossenbachen & Emil Grossenbachen, who reside at Vinton in the State of Iowa; Edward Grossenbachen, who resides at Renan, Canton Bern in Switzerland; and Fredrick Grossenbachen, who resides at Renan Canton Bern, in Switzerland, are hereby notified that John W. Grossenbachen did on the 14th day October 1878, file in the office of the Clerk of the Court of Common Pleas of the County of Union and State of Ohio a Petition against you and others, setting forth that on or about the day of 1878 one John L. Grossenbachen late of said County of Union died intestate seized in fee simple of the fol-

Legal notice

lowing real Estate in the said County of Union and in the Village of Marysville and bounded and described as follows. Part of survey No 3754. Beginning at a stake 4 poles S. 88 E. East from the east line of land of D. H. Hamilton in the south Margin of Centre Street. Thence south 1° W. 10 poles to a stake; Thence North 88 East 4 poles to a stake in the east line of said D. H. Hamilton's land, Thence with said line N. 1° E. 10 poles to the south Margin of Centre Street: Thence with the south margin of Centre street S. 72 E. to the Beginning containing one fourth acre. That said John L. Grossenbacher died unmarried and without issue and that said land descended to the above named defendants, together with the Petitioner and Elise Grossenbacher who are the brothers and sister of said decedent and that certain liens are claimed on said land, and that each of the brothers and sisters of said John L. Grossenbachers are seized of the undivided one seventh part of said premises. The Prayer of said Petition is, that all interests and liens may be determined, and that Partition may be made of said real estate and all such orders taken as Equity may require, and general relief. Said Petition will be for hearing at the next Term of said Court. Said defendants are required to answer said petition on or before the 3rd Saturday after the 18th day of December A.D. 1878. "John H. Grossenbacher. "By Cameron & Bruton his Attorneys.

The State of Ohio Union County, ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for four consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with December 13. 1878. "John H. Shawes"

Sworn to and subscribed before me, this 8th day of February 1879

(signed) "Wm. Winget Clerk"

Afterwards on the 8th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

No 3132
Entry
for Partition

John L. Grossenbacher
vs.
Fredrick Grossenbacher

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same, And it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisment of said premises to wit: in the sum of $1700.00 the Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And it appearing to the Court that the said John L. Grossenbacher has elected to take the said premises at their appraised value: And has paid to each of the said defendants herein their respective portions of the same, the said Real Estate is hereby adjudged to the said John L. Grossenbacher, and the sheriff is ordered to convey the same to him accordingly by a deed in fee simple. And it is ordered that the costs of this action including a Counsel fee of $55.00 to Cameron & Bruton for their services herein taxed at $ to be paid by said de-

fendants and the plaintiff in equal parts.
Attest W.W. Wright Clerk

Pleas before his Honor Judge at a Court of Common Pleas
begun and held at the Court House in the town of Marysville within and
for the County of Union and State of Ohio on the 19th day of May A. D. 1877
Heretofore to wit on the 30th day of March 1876 a Petition was filed with
the Clerk of said Court which reads as follows viz:

Petition

William Roberts Plaintiff
against
Lafayette Whitsel Defendant

In the Court of Common Pleas Union County Ohio

The Plaintiff says that about the day of December 1872 he said
Conveyed to one John Cartmell by deed of General Warranty Lot No. Twenty
six (26) and Lot No. 40 (Forty) both in the village of Dover in said Coun-
ty of Union, (Situate the same lots now in the occupancy of the defendant)
for the sum of $1.000 and on which Cartmell paid the sum of $400 00 leav-
ing a balance due from said Cartmell to Plaintiff on the 26th day of No-
vember 1873 of $600 00 That on or about said last named date the said Cart-
mell sold and Conveyed said lots to the defendant, That the said de-
fendant then and there well knew that said John Cartmell was in-
debted to Plaintiff on the purchase money of said lots, in said sum
of $600 00 and thereupon it was arranged and agreed between said
Cartmell and Plaintiff that Plaintiff would surrender up (and he
did surrender up) to Cartmell the notes held by Plaintiff against said
Cartmell, and receive and take in lieu and place thereof the notes of
defendant for said sum of $600 00 and defendant having knowledge of
said arrangement between Cartmell & Plaintiff consented thereto, and did
on said 26th day of November 1873, Executed and deliver to Plaintiff his
three several Promissory notes of said date, for the sum of $200 00 each due
respectively in two, three, and four years after said date, with interest
from date, Said sum of $600 was thereby by defendant to Plain-
tiff instead of to said Cartmell on his contract with said Cartmell
Copies of said notes are hereto attached and made a part of this
Petition, That the first of said notes of defendant above described is
now overdue and no payment has been on said notes or either of them
to Plaintiff. And there is now due to Plaintiff from defendant on
said first note the sum of $200 with interest from the 26th day of No-
vember 1873. The Plaintiff therefore has a lien as vendor upon said Prem-
ises for the payment of said unpaid purchase money. Plaintiff therefore
asks judgment against defendant for the sum of Two Hundred dol-
lars with interest from the 26th day of November 1873. That said Premises
may be ordered to be sold and the proceeds applied to the payment of said
indebtedness now due and that the balance of said proceds of said
sale be ordered to be brought into Court subject to its future order when
the last two notes above described become due and for other proper relief
&c. Porter & Sterling Attorneys for Plaintiff.
The State of Ohio Union County- The Plaintiff William Roberts being
sworn makes oath that the facts stated in the foregoing Petition are
true as he believes (signed) "William Roberts"

Copies 1 of Notes

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Answer

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Sworn to by William Roberts before me and signed by him in my presence this 30th day of March 1876 W.M. Winget Clerk.

Copies of Note

$200 Two years after date I Promise to pay William Roberts or Trader the sum of two hundred dollars for value recivd in real estate with interest six per cent. Done Ohio Novmbr 26th 1873 "Lafayette Whitsel"

2nd $200 00 Three years after date I Promise to pay William Roberts or Trader the sum of two hundred dollars for value recivd in real estate with interest six per cent. Done O. Nov. 26th 1873 "Lafayette Whitsel"

3 $200 Four years after date I Promise to pay Wm Roberts or Trader, the sum of two hundred dollars for value recivd in real estate with interest six per cent. Done O. Novmbr 26th 1873 "Lafayette Whitsel"

Praecipe

Clerk; Issue a summons thereon according to law "Endorsed "Amount Claimed $200 with interest from Novmbr 26th 1873 & to enforce Vendors lien"

Mch 30th 1876 Porter & Sterling Attorneys for Plaintiff

And afterwards on March 30th A.D. 1876 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union greeting: We command you to notify Lafayette Whitsel that he has been sued by William Roberts in the Court of Common Pleas of Union County, and that unless he answer by the 28th day of April A.D. 1876 the Petition of the said William Roberts against him filed in the Clerk's 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 April A.D. 1876. Witness my hand and the seal of said Court, this 30th day of March A.D. 1876. W.M. Winget Clerk

Returned and filed April 10th 1876, Endorsed as follows viz:

The State of Ohio Union County, ss. Recivd this writ March 30th A.D. 1876, and Pursuant to its Command on the 6th day of March 1876 I served the within named defendant by leaving him a certified Copy of this writ at his place of residence, Fees $5.20 John C. Price Shff.

Afterward on April 28th 1876 an answer was filed with the Clerk of said Court which reads as follows viz:

Answer

William Roberts Plaintiff
vs
Lafayette Whitsel Defendant

} In Union County Court of Common Pleas — Answer

The said defendant Lafayette Whitsel now comes and for his answer to the Petition of the said plaintiff says: That he denies that he knew of any arrangement or agreement between said plaintiff and John Cartmell in regard to the matters in the petition mentioned and denies that he ever had any knowledge of the amount due from said Cartmell to plaintiff as purchase money for said Premises and denies that he ever knew of, consented to, or acquiesced in any arrangement whereby he became indebted to said plaintiff in the sum of six hundred dollars or in any other sum and denies the he ever executed or delivered to said plaintiff the three notes mentioned in the petition and denies that he ever executed either or any of said notes and denies that he ever at

any time assumed the indebtedness of the said Carmell to Plaintiff in any sum and denies that said Plaintiff has any lien whatever upon his said premises as under or otherwise and therefore the said defendant prays that he may go hence without day and recover his costs and for all proper relief. J. L. Cameron Attorney for defendant

State of Ohio Union County ss. Lafayette Whitzel being first duly sworn deposes and says the facts stated and allegations made in his foregoing answer are true as he truly believes. "Lafayette Whitzel"

Sworn to before me by said Lafayette Whitzel and by him subscribed in my presence this 15th day of April 1876. "W. M. Wright Clerk"

And afterwards on the 4th day of May 1876 an entry was made on the journal of said Court which reads as follows viz:

Journal Entry to 2021

William Roberts
vs
Lafayette Whitzel

This Cause is Continued by Consent of Parties with leave to Plaintiff to amend his Petition and make John Carmell a party defendant, herein, in forty days from the rising of this Court.

And afterwards on the 22nd day of July 876 a Supplemental Petition was filed with the Clerk of said Court which reads as follows viz:

Supplemental Petition

In the Court of Common Pleas Union County Ohio. Amended and Supplemental Petition.

William Roberts Plaintiff
Against
Lafayette Whitzel & John Carmell

The plaintiff by leave of the Court by way of amendment and supplement to his Petition filed herein against said Lafayette Whitzel asks that said John Carmell be made a party defendant thereto, And Plaintiff avers that the sum of $600 with interest from the 26th day of November 1873 is his due on the purchase money for the real estate described in the petition of Plaintiff hereby amended, from said Lafayette Whitzel, but if the Court should find upon the hearing of the case that said purchase money is not due from said defendant Whitzel but from said John Carmell, then Plaintiff asks judgment for said $600 or so much thereof as is now due against said John Carmell. And plaintiff avers that in any event he has a vendors lien upon said premises for the payment of said purchase money, And asks here, as he has already asked, that said premises be ordered to be sold, and the proceeds be applied to the payment of said indebtedness &c. Porter & Sterling Attorneys for Plaintiff

The State of Ohio Union County - The plaintiff William Roberts makes oath, that the facts stated in the foregoing pleading are true as he believes

(Signed) "Wm Roberts"

"Sworn to by William Roberts before me and signed by him in my presence this 22nd day of July 1876 W. M. Wright Clerk."

Praecipe

Issue a summons vs John Carmell &c. Endorse "Amount claimed $600 with interest from November 26th 1873 and to enforce vendors lien. July 22nd 1876 Porter & Sterling attorneys for Plaintiff

And on the same day (July 22nd 1876 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons on Supplemental Petition

The State of Ohio Union County ss. To the Sheriff of the County of Union, Greeting. We Command you to notify John Carmell that he has been sued by William Roberts in the Court of Common Pleas of Union County

and that unless he appear on the first day of the next term of the said Court to be holden at the Court House in said County on the 4th day of September 1876 being the 1st day of said term and answer the petition of said Plaintiff the same will be taken as confessed and judgment rendered accordingly. Witness my hand and seal of said Court this 22nd day of July A.D. 1876. "The State of Ohio Union County ss. I certify that the foregoing is a true copy of the original summons this 22nd day of July A.D. 1876. W. M. Wright Clerk." And certified copy of summons thereon indorsed.

Answer of John Carmell

And afterwards on the 4th day of September 1876 the Clerk of said Court received the answer of said John Carmell which reads as follows viz:

William Roberts
vs
Lafayette Whitzel et al

Lafayette Whitzel one of the defendants herein for answer to Plaintiffs petition says that he admits the allegations of said petition and that the premises therein described are subject to the payment of the purchase money therefor as alleged in said petition for Carmell to John Carmell. Lafayette Whitzel

Stated and subscribed in my presence this 4th day of September 1876. W. M. Wright Clerk.

Journal Entry to 2021

Submitted to the Court on the pleadings and proof and the Court finds that the case and the allegations of the petition are true and that there is due from the defendant John Carmell to the plaintiff the sum of $600 with interest from the 26th day of November 1873 and that the lands described in the petition and mortgaged to secure the payment of the purchase money therefor are the first and Lot No 1 in Block No 1 in the Town of Union and that the plaintiff have the first lien upon the same for the payment of said purchase money. It is therefore considered by the Court that the plaintiff recover of the said John Carmell the said sum of $600 with interest from the 26th day of November 1873 and the costs of this suit and that an order issue to the Sheriff of Union County to appraise

and that unless he answer by the 19th day of August A.D. 1876 the Petition of the said William Roberts against him filed in the Clerk's 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 31st day of July A.D. 1876. Witness my hand and the seal of said Court, this 22nd day of July A. D. 1876.

"The State of Ohio Union County ss. Received this writ July 22nd A.D. 1876. And pursuant to its command on the 25th day of July A.D. 1876. I served the within named John Cartmell by leaving a certified Copy of this at his usual place of Residence with the endorsements thereon Fees $1.40" Endorsed "Amount claimed $200.00 with interest from Nov. 26th 1873 and to enforce mechanics lien." John C. Brice Sheriff. The writ was returned endorsed as above on July 31st 1876 duly filed.

Afterwards on the 14th day of October 1876 an answer was filed in the Clerk's of said Court which reads as follows viz:

Answer of John Cartmell

William Roberts Plaintiff
Against
Lafayette Whitsel & John Cartmell

The said John Cartmell made a defendant herein now comes and for his answer to Plaintiffs original and amended and supplemental petition says that the facts stated and allegations made in Plaintiffs original petition are true as this defendant is ready to make appear and he therefore asks to go hence with his costs. Carpenter & Pudney Atty's for Cartmell.

"The State of Ohio Union County ss. John Cartmell the defendant herein being duly sworn says the facts stated and allegations made in his foregoing answer are true as he verily believes. (signed) "John T. Cartmell"

Sworn to by John Cartmell before me and signed by him in my presence this 14th day of September A.D. 1876 "W.W. Wright Clerk"

And afterwards on the 19th day of May 1877 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry Fo 2021

William Roberts Plaintiff
Against
Lafayette Whitsel and John Cartmell

"This day this cause came on to be heard on the petition and supplemental petition of the plaintiff and answers of the defendants and the cause being submitted to the Court and the Court having heard the testimony in the case and being fully advised in the premises do find that there is due from the defendant Lafayette Whitsel to the plaintiff upon the notes mentioned in the petition the sum of $482 and the Court does further find that the plaintiff has a mechanics lien on the lands described in his said petition for the same and which is the first and best lien on said premises to wit: Lot No (26) twenty six and Lot No (40) forty both in the Village of Dover in said County of Union and State of Ohio, and that the plaintiff is entitled to have the same sold for the payment and satisfaction of said lien. It is therefore considered, ordered, adjudged and decreed by the Court that unless said Lafayette Whitsel shall pay or cause to be paid to the plaintiff the said sum of $482.00 with the costs of this suit within ten days from the rising of this Court then that an order issue to the sheriff of said County Commanding him to proceed to appraise advertise and sell said lands described, according to

clair and that he bring the proceeds of said sale into Court for further orders, to all of which rulings and findings and orders of the Court the defendant Lafayette Whitsel then and there excepted.

Afterward on May 19th 1877 an entry was made on the journal of said Court which reads as follows viz:

No 2021 Journal Entry

William Roberts
vs
Lafayette Whitsel

And now come the said parties by their attorneys and thereupon this cause came on to be heard upon the motion of the said Lafayette Whitsel for a new trial and was argued by counsel. On consideration whereof it is ordered that the same be and is hereby overruled. To which ruling of the Court in overruling of said motion the said Lafayette Whitsel by his counsel excepted.

And afterward on the 13th day of June A. D. 1877 a petition in error was filed with the Clerk of the District Court which reads as follows viz:

Petition in error

Lafayette Whitsel Plaintiff
vs
William Roberts and John Cartmell

Union County District Court

The said Lafayette Whitsel complains of William Roberts for this, that at the April term A. D. 1877 of the Court of Common Pleas in and for said County of Union the said William Roberts recovered a judgment and decree against the said Lafayette Whitsel by the consideration of said Court in a certain action therein pending wherein the said William Roberts was plaintiff and the said Lafayette Whitsel and John Cartmell were defendants, an authenticated transcript of the docket and journal entrys in which case together with the original papers and pleadings and Bill of Exceptions taken in said proceedings and trial is filed herewith and made part hereof. And the said Lafayette Whitsel avers that there is manifest error in the said record and proceedings in this to wit: 1st That the facts set forth in the petition of the said William Roberts are not sufficient in law to maintain the aforsaid action thereof against the said Lafayette Whitsel. 2nd That the facts set forth in said petition of the said William Roberts are not sufficient in law if true to establish a lien as vendor or otherwise in favor of said William Roberts and against the said Lafayette Whitsel 3rd The finding of the Court in favor of the said William Roberts and against the said Lafayette Whitsel is against and contrary to the weight of the evidence and is contrary to law. 4th The said Court had no authority in law to make said finding and decree against the said Lafayette Whitsel. 5th The said Court erred in finding any amount due from the said Lafayette Whitsel to said William Roberts. 6th The Court erred in finding the amount due was a lien upon the premises in the petition mentioned and erred in finding that the said William Roberts was entitled to lien as vendor on said lands, 7th The Court erred in overruling the motion of the said Lafayette Whitsel to set aside said finding and grant a new trial. 8th The court erred in ordering said premises to be sold. 9th The facts set forth in said petition did not present a case for equitable relief - and the issues joined were not properly tried by the court without the intervention of a jury. 10th The said finding decrees and orders were given in favor of the said William Roberts when they should all have been in favor

Order of Sale

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of the said La Fayette Whitsel according to the law of the land. The said La Fayette Whitsel therefore prays that the said judgment decrees orders findings and proceeding of said Court of Common Pleas may be reversed vacated and held for naught and the said La Fayette Whitsel restored to all things he has lost by reason thereof. J. L. Cameron attorney for La Fayette Whitsel Plaintiff in error. The issuing and service of summons is hereby waived and the appearance of said defendants entered this 8th day of June 1877 (signed) Fleming & Ayers, attorneys for William Roberts, Carpenter & Rodney, atty for John Cartmell. J. L. Cameron"

On August 25th A.D. 1877 an order of sale was issued by the clerk of the Court of Common Pleas which reads as follows viz:

Order of Sale

The State of Ohio County ss. To the Sheriff of said County, Greeting: Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 19th day of May A.D. 1877 in the cause of William Roberts Plaintiff and La Fayette Whitsel et als. Defendant, it was ordered, adjudged and decreed as follows, To-wit: That unless the said La Fayette Whitsel shall pay or cause to be paid to the Plaintiff the sum of $482.06 with the costs of this suit within ten days from the rising of this Court then that an order issue to the Sheriff of said County Commanding him to proceed to appraise, advertise and sell said lands described according to law: and that he bring the proceeds into Court for further order. Description of lands to be sold To-wit" Lot #026 and Lot No #40 in the Village of Dover Union County Ohio We therefore command you, that you proceed to carry said order judgment and decree into execution agreeable to the term thereof and that you expose to sale the above described Real Estate under the statute regulating Sales on Execution and that you apply the proceeds of such sale in satisfaction of said judgment and decree with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 25th day of August A.D. 1877 Wm. Wright Clerk

(Seal)

Sheriffs Return

Returned and filed October 7th 1877 Endorsed as follows viz: The State of Ohio Union County } ss. In obedience to the Command of the Order of sale hereto annexed; I did, on the 25th day of August 1877, summon C. L. Price, Sol. Berg and Alf Scott three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described; and afterward on the 25th day of August A.D. 1877 said Appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at "Lot #026 at $600- and Lot #040 at $200 Dollars A certified copy of said appraisal & forthwith deposited in the office of the Clerk of the Court

Sheriffs Return

of Common Pleas of said County. And on the 29th day of August 877 it caused to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 26th day of Octobr A. D. 1877 at 10 oclock A. M. of said day. And having advertised the said lands and tenements for more than thirty days prious to the day of sale to wit: Five consecutive weeks: And in pursuance to said notice, did, on said 6th day of Octobr A. D. 877, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House and then and there came William Roberts who bid for the same the sum of Five Hundred and Thirty five Dollars and said sum being more than two thirds of the appraised value thereof: and said William Roberts being the highest and best bidder thereof, it then and there publicly sold and struck of said lands and tenements to him for said sum of Five Hundred & Thirty five Dollars. Prints. Sheriffs & appraisers fees $13.37 J. J. Miller Sheriff

Sheriffs sale

Afterward on Decembr 3rd 877 a notice of Sheriffs sale was filed with the Clerk of said Common Pleas Court which reads as follows viz: "Court of Common Pleas Union County O. Order of sale"

William Roberts
vs
Lafayette Whitsell et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the door of the Court house in Marysville Ohio on Saturday Octobr 6th 877 at or about the hour of ten oclock on said day the following described lands to wit: Lot No 26 and Lot No 40 in the Village of Dover Union County Ohio. Lot No 26 appraised at $600.00 Lot No 40 appraised at $200. J. J. Miller Sheriff of Union County Ohio. Sterling and Ayers Plaintiffs attorneys

Proof of publication

The State of Ohio Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the county of Union, the first publication beginning with August 29, 1877. "W. O. Shaw"

Sworn to and subscribed before me this 3rd day of Decmbr 1877 W. M. Wright Clerk

And afterward on the 5th day of January 1878 an entry was made on the Journal of the District Court which reads as follows viz:

Entry on District Court Journal

Lafayette Whitsell Plaintiff in error
vs
Against
William Roberts and John Carlin Defendants in error

This day this cause came on to be heard upon the petition in error the transcript and the original papers and pleadings from the Court of Common Pleas of Union County and was argued by the Counsel

On consideration whereof the Court finds there is no error in the records and proceedings of the Common Pleas Court. It is therefore considered by the Court that the judgment aforesaid be and the same is hereby affirmed and the said defendants in error is to recover of the said plaintiff in error their costs herein expended taxed to $ It is further ordered that this cause be Remanded to the said Court of Common Pleas of Union County to carry into execution the orders and judgments of this court. To which rulings orders and judgments of the District Court the plaintiff in error then and there excepted.

No 2021
Journal Entry

And afterward on the 22nd day of February 1879 an Entry was made on the Journal of said Court of Common Pleas which reads as follows viz:

William Roberts
vs
Lafayette Wheisel et als

"This day came on this cause to be heard on the motion of the defendant to set aside the sale made of the lot in the petition described and also on the motion of the plaintiff to confirm said sale, Thereupon the Court being fully advised in the premises do overrule the said motion to set aside said sale and sustain said motion to confirm the same and it is therefore ordered by the Court that said sale be and the same is hereby confirmed and the Sheriff of this County commanded to execute to said purchaser a deed in fee simple conveying said premises to said purchaser. And the Court further orders that out of the said purchase money the costs of this proceeding be paid which were made in the Common Pleas Court but not in the District and Supreme Courts on error, Second the taxes on said lot and third apply the balance upon the decree in plaintiffs favor and for the balance due plaintiff from Lafayette Wheisel an award of Execution is made.

Attest W. H. Wright Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 20th day of May A.D. 1878: Hereto for to wit: on the 13th day of April 1878 a petition was filed with the Clerk of said Court which reads as follows viz:

William H. Robinson Plaintiff
vs.
Alvin S. Bellus and Rhoda Bellus and Marysville Butter Tub and Spoke Company, Defendants

"The plaintiff says" On the 25th day of February A.D. 1876 the defendant A. S. Bellus made and delivered to plaintiff his promissory note of that date and thereby promised to pay to plaintiff the sum of Six Hundred dollars two years after date with eight per cent interest per annum. A copy of which said note is hereto attached marked "A" The defendants Alvin Bellus and Rhoda Bellus on the 25th day of February 1876 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 situated in the County of Union in the State of Ohio and in the Village of Marysville and bounded and described as follows: The west one half of in Lot number thirty five (35) in Marysville Ohio aforesaid- And being the same conveyed to him by A. F. Wilkins. On the 26th day of February at 8 o'clock 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 15th day of March A.D. 1876 in Vol 12 on page 198-199 of the Mortgage records of said County. The said deed has become absolute- There is due and remaining unpaid upon said indebtedness the sum of Six Hundred dollars with interest from February 25th 1876 at eight per cent. Plaintiff is informed that the Marysville Butter Tub and Spoke Company have some interest in said premises by way of Mortgage lien- The plaintiff asks that said Marysville

Butler Pub and Spoke Company to made parties defendant that said
Mortgage may be foreclosed the said premises ordered to be sold and pro-
ceeds applied to the payment of said debt and execution awarded for
balance. Robinson & Piper Attorneys for Plaintiff.
State of Ohio Union County ss. William H. Robinson being duly sworn
says the facts stated and allegations in the foregoing petition are true as he
verily believes "W. H. Robinson"
Sworn to before me by William H. Robinson and by him subscribed in
my presence this 13th day of April 1878. W. M. Wright Clerk By Jabez Ran-
dall Deputy.

Precipe — To Clerk, Issue summons upon the petition in the above case to Alvin
S. Bellus and Rhoda Bellus returnable according to law. Endorse Foreclo-
sure of Mortgage for $600.00 with 8% int. from February 25th 1876. Rob-
inson and Piper attorneys for Plaintiff.

Copy of note "A" — Two years after date I promise to pay William H. Robinson or order six
hundred dollars value received with interest at the rate of eight per cent
per annum. Marysville Ohio, February 25th 1876 (signed) "A. S. Bellus"
The Marysville Butter Tub and Spoke Company hereby waive the is-
suing and service of process and enter its appearance. (signed) Marys-
ville Butter Tub and Spoke Company, By L. Piper Secretary-
Fullington Phillis and Woods hereby waive the issuing and service of pro-
cess and enter their appearance in this case. "Fullington Phillis & Woods."

And afterward on the 13th day of April A.D. 1878 a summons was issued
by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio Union County ss. To the sheriff of the County of Union Greet-
ing: We command you to notify Alvin S. Bellus and Rhoda Bellus that
they have been sued by Wm H. Robinson in the Court of Common Pleas of Union
County, and that unless they answer by the 11th day of May A.D. 1878 the petition
of said Wm H. Robinson against them filed in the Clerk's 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 22nd day of April A.D. 1878
Witness my hand and the seal of said Court, this 13th day of April A.D. 1878
(signed) W. M. Wright Clerk

Sheriffs Return — Returned and filed April 22nd 1878 endorsed as follows viz: "In ac-
tion for foreclosure of Mortgage for $600.00 with 8% interest from Feby 25th 1876
The State of Ohio Union County ss. Received this writ April 13th A.D. 1878
and pursuant to its command served the same April 21st 1878 by deliv-
ering to each of the within named Alvin Bellus and Rhoda Bellus a
certified copy of this writ with the endorsements thereon. Fees 1.20" J. J. Allen Sheff.
And afterward on the 20th day of May 1878 an entry was made on the jour-
nal of said Court which reads as follows viz:

Journal entry to 2903 — William H. Robinson vs Alvin S. Bellus

And now comes the said William H. Robinson by Robinson and Piper his attorneys and the said defendants still failing to answer or demur to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises, and the Court after hearing the evidence do find that there is due to the said plaintiff on the note and mortgage in said petition described the sum of seven hundred four and 40/100 Dollars with interest from the

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first day of this term of Court at eight per cent. It is therefore considered by the said Court here that the said Plaintiff recover of the said defendant A. S. Bellus the said sum of seven hundred forty and 00/100 Dollars so as aforesaid found due and also his costs and so &

And it is further ordered adjudged and decreed that in case the said defendant A. S. Bellus fails for ten days from this date to pay to Plaintiff the said sum of seven hundred forty and 00/100 Dollars so as aforesaid found due with interest from the first day of this term of Court, And 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 be appraised advertised and sold according to law and apply the proceeds of said sale in satisfaction of said sum so found due with costs of suit-

Order of sale

And afterwards on the 3rd day of December 1878 an order of Sale was issued by the Clerk of said court which reads as follows viz:
The State of Ohio, Union County ss. To the Sheriff of said County Greeting:
Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 29th day of April A. D. 1878 in the cause of William H. Robinson Plaintiff and Alvin S. Bellus et als. Defendants, it was ordered, adjudged and decreed as follows, to-wit; that in case the said defendant A. S. Bellus fails for ten days from that date to pay to Plaintiff the sum of $ 704 00 with interest from the first day of this term of Court (April 29th 78) an order issue to the sheriff of said County of Union commanding him to cause the Lands and tenements described in the petition of Plaintiff described, to be appraised and sold according to law and apply the proceeds of said sale in satisfaction of said sum and costs of suit.

Description

Situate in the County of Union and State of Ohio and in the Village of Marysville, bounded and described as follows- The west half of the Lot number thirty five (35) in Marysville Ohio aforesaid. Reference the same conveyed to him by A. F. Wilkins. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on execution and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you. Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 3rd day of December 1878 W. H. Wright Clerk

Sheriff's Return

Returned and filed January 13th 1879 endorsed as follows viz:
The State of Ohio, Union County ss. In obedience to the command of the order of Sale hereto annexed I did, on the 7th day of December 1878 summon Philip Snider, Alf Scott, and George Heim three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 7th day of December A. D. 1878, said Appraisers returned to me un-

des this hands and seals that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at four hundred (400) dollars, a certified copy of said appraisal forthwith deposited in the office of the clerk of the Court of Common Pleas of said County, and on the 11th day of December 1878. I caused to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County) said land and tenements to be sold at public sale, at the door of the Court House of said County on the 11th day of January A.D. 1879 at one oclock P.M. of said day. And having advertised the said lands and tenements for more than thirty days prious to the day of sale, towit: five consecutive weeks; and in pursuance to said notice, I did, on said 11th day of January A.D. 879, at the time and place above mentioned proceed to offer said lands and tenements at public sale at the door of said Court House, and then and there came W. H. Robinson who bid for the same the sum of Three hundred and fifty (350) Dollars and said sum being more than two thirds of the appraised value thereof and said William Robinson being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Three hundred and fifty (350) dollars. Shiffs fees $3.00 appraisers fees $1.50 Printers fee $7.50 "J.J. Miller Shiff"

Notice of Shiffs sale

On the 6th day of February 1879 a notice of publication of Shiffs sale was filed with the Clerk of said Court which reads as follows viz:

Court of Common Pleas Union County Ohio- Order of sale

W. H. Robinson
vs
A.S. Bellus et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer at public vendue at the door of the court house in Marysville, in said County, on Saturday January 11th in 1879 at or about the hour of one oclock P.M. of said day, the following lands towit: Situate in the County of Union and State of Ohio, and in the village of Marysville described as follows: The west half of the Lot No 35 in Marysville, Ohio it being the same conveyed to him by A. F. Wiekins appraised at $400.00 Terms Cash. J.J. Miller Shiff of Union County Ohio

Proof of Publication

The State of Ohio Union County ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a news paper of general circulation in the County of Union, the first publication beginning with Dec. 11. 1878. "H.O. Sheard"

Sworn to and subscribed before me, this 6th day of February 1879.

(Signed) H. H. Winget Clerk.

Answer and Cross petition of Fullington Phillis & Woods

And afterward on the 22nd day of February 1879 an answer and cross petition was filed with the clerk of said court which reads as follows viz:

William H. Robinson Plaintiff
vs
A.S. Bellus and others Defendants

Court of Common Pleas Union County Ohio
Answer and Cross Petition of Fullington, P. & W.

And now come the defendants James Fullington, Charles Phillis and William H. Woods and say that they are partners in business under firm name and style of Fullington Phillis and Woods. That on the 17th day of September A.D. 1875 the defendant A.S. Bellus made and delivered to A. F. Wilkins now deceased his promissory note of which the following is a copy " On or before the first day of April A.D. 1877 I promise to pay

A. F. Wilkins or order two hundred and seventy five dollars with eight per cent interest from date for value received, September 19th 1875.
(Signed) "A. S. Bellus"
The defendant Alvin S. Bellus on the 17th day of September A.D. 1875 to secure the payment of said note executed and delivered to the said A. F. Wilkins his mortgage deed and thereby conveyed to the said Wilkins his heirs and assigns the following lands and tenements situate in the said County of Union State of Ohio and in the incorporated Village of Maysville to wit: Being the west half of the lot (No 35) thirty five in said Village of Maysville and for a more particular description reference is made to the recorded plat of said Village found in the Recorders office of Union County in the State of Ohio. and being same premises described in Plaintiffs petition. The condition contained in said mortgage deed was in substance that if the said Alvin S. Bellus should pay or cause to be paid unto the said A. F. Wilkins or his legal representatives the following note: "On or before the first day of April A.D. 1877 I promise to pay A. F. Wilkins or order two hundred and seventy five dollars with eight per cent interest from date for value received. September 17th 1875. (signed) "A. S. Bellus"
Then said mortgage deed to be void otherwise to be and remain in full force and virtue forever. Said note was given for balance of purchase money for said premises. On the 18th day of September A.D. 1875 at 2½ 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 September 20th A.D. 1875 in Vol 11 on page 574 of Mortgage records of said County. On said note and mortgage appear the following endorsements. "Maysville O. March 12. 1877. For value rec'd the within note is assigned to Frank Wilkins jr without recourse. (signed) Estate of A. F. Wilkins by Josiah Wilkins Ex'r.
"Maysville O. March 26th 1877. For value received the within note is assigned to Maysville Butter Tub and Spoke Co without recourse" (signed) A. F. Wilkins
For value received we assign the within note and mortgage to Bank of Maysville. Maysville O. March 29. 1878.
(signed) "Maysville Butter Tub & Spoke Co"
The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of two hundred and seventy five dollars with interest at eight per cent interest from said 17th day of September A.D. 1875. The defendants Fullington Phillis and Woods ask that said mortgage may be foreclosed the said premises ordered to be sold and proceeds applied to the payment of said debt and execution awarded for balance.
Robinson and Piper attorneys for Fullington Phillis & Woods.
State of Ohio Union County ss: William W. Woods being duly sworn says he is a member of the firm of Fullington Phillis and Woods duly authorized in the premises and that the facts stated and allegations in the foregoing pleading of Fullington Phillis and Woods are as he believes true "W. W. Woods"
Sworn to before me by William W. Woods and by him subscribed

in my Presence this 24th day of Febuary A.D. 1879 "W. M. Wright Clerk"
And afterward on the 22nd day of Febuary 1879 an entry was made
on the Journal of said Court which reads as follows viz:

No 2903 William H. Robinson Plaintiff
Journal Entry
vs
Alvin S. Bellus Others Defendants

On motion of Plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this court and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the Purchaser William H. Robinson by deed in fee simple the land and tenements so sold and the said Purchaser is hereby Surrogated to all the rights of the said Marysville Cutler Tub and Spoke Company or other lien holders so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said Purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to three hundred and fifty dollars it is ordered that the Sheriff out of the money in his hands pay- First- The costs of this action taxed to $ 28 23/100 (the taxes on said premises delinquent or otherwise including taxes of the year 1878 to be paid by said W. H. Robinson) Secondly- To Fullington Phillis and Woods the balance of the said money remaining in his hands to wit: the sum of three hundred fifty one 7/100 dollars to be applied as a credit upon the amount claimed in the answer and cross petition upon note and mortgage in the said answer and cross petition set forth and there still remaining due to the Fullington Phillis and Woods the sum of Twenty eight and 70/100 Dollars it is considered that the said Fullington Phillis & Woods recover the same from the defendant Alvin S. Bellus with 8% interest from February 19th 1879 and execution is awarded therefor. And there still remaining due to the said Plaintiff William H. Robinson the sum of seven hundred four and 70/100 dollars the full amount of his judgment with the interest on the same at eight per cent interest from date of the judgment to wit: the 29th day of April A.D. 1878 it is considered that the said William H. Robinson recover the same from the defendant Alvin S. Bellus and execution is awarded therefor.

Attest W. M. Wright Clerk

Petition

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 11th day of October A.D. 1878 Heretofore to wit: on the 20th day of August 1878 a petition was filed with the clerk of said Court which reads as follows viz:

E. S. Callendar Plaintiff
vs
Christopher Oliphant, Mary Oliphant his wife and James Williams as Assignee of Christopher Oliphant, Defendants

Court of Common Pleas
Union County Ohio

Petition

1st Plaintiff for first cause of action says the defendant Christopher Oliphant on the 15th day of April 1876 executed and delivered to Benjamin Grubbs his certain Promissory note of that date in the words and figures following to wit: "$200 April 15th 1876. Nineteen months after date I promise to pay to the order of Benjamin Grubbs Two Hundred ($200) Dollars at six per cent from date. Value received. (Signed) "Christopher Oliphant" Said note is endorsed by Benjamin Grubbs thus: "Benjamin Grubbs" 2nd For second cause of action Plaintiff says the defendant Christopher Oliphant on the 15th day of April 1876 executed and delivered to Benjamin Grubbs his certain Promissory note of that date in the words and figures following to wit: $300.00 April 15th 1876 Thirty one months after date I promise to pay to the order of Benjamin Grubbs Three Hundred ($300) Dollars at six per cent from date. Value received. Signed, "Christopher Oliphant," said note is indorsed thus "Benjamin Grubbs" on the back. That for a valuable consideration paid by this Plaintiff said Benjamin Grubbs Endorsed, transferred and delivered said notes to this Plaintiff who is now the legal holder and owner thereof. No credits are endorsed on said notes and no payments have been made thereon. 3rd The defendants Christopher Oliphant and Mary Oliphant his wife on the 15th day of April 1876 in order to secure the payment of said notes executed and delivered to said Benjamin Grubbs their mortgage deed and thereby conveyed to the said Benjamin Grubbs his heirs and assigns the following lands and tenements situate in said County of Union, State of Ohio and on the waters of Darby creek bounded and described as follows: Being part of Military survey No. 4312 Commencing in the County road in the westerly line of said survey and the Southwest corner of a lot of land now owned by Christopher Oliphant Thence N. 55-3/4° E. with Oliphants line 90 2/25 rods to stone corner in the line of a lot of land owned by Henry Poling, thence S. 36° E. with said Polings land 26 11/25 rods in said Polings line, thence S. 55-3/4° W. 90 2/25 rods to said County road to a stone, Thence N. 36° W. 26 11/25 rods to the beginning containing fifteen acres. The condition contained in said mortgage deed was in substance, that if the said grantors or their heirs and assigns should well and truly pay the above described notes and the interest thereon to the said grantee his heirs and assigns when the same should become due and payable according to the tenus and tenor thereof then this obligation to be void otherwise to remain in full force. 4th On the 28. day of November 1876 at eleven o'clock A. M. the said mortgage was delivered to the recorder of said County to be by him entered on record and was recorded on the first day of December 1876 in Vol 12 at Page 606 of Record of Mortgages of Union County Ohio. 5th On the 9th day of July 1878 said Christopher Oliphant having made an assignment for the benefit of his creditors James Williams was duly appointed assignee of said Christopher Oliphant by the Probate Court of Union County O. and is still acting as such assignee. Plaintiff therefore asks that he be made a party defendant herein and required to answer and set forth all

the liens to and upon said lands. 6th That said mortgage and above described has become absolute and there is due and remaining unpaid on said promissory note described in the 1st cause of action herein the sum of Two Hundred Dollars ($200) with interest thereon from the fifteenth day of April 1876 at the rate of six per cent per annum: that said note set out in the second cause of action will become due on the 15th day of November 1878. The plaintiff therefore asks judgment for $200 with interest from the 15th day of April 1876 and that said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds of such sale, or so much thereof as may be necessary, to be applied to the payment of the note set up in said first cause of action and the balance, if any to be held by the Court subject to its further order for the payment of said note set up in said second cause of action so to become due Execution awarded for the balance and for such other and further relief as equity may require. "By M. B. Gowey attorney"

The State of Ohio Union County ss. M. B. Gowey being sworn says he is the attorney of the above named E. S. Callendar duly authorized in the premises, that the said E. S. Callendar is not a resident of said County of Union and is now absent therefrom. That the facts stated and allegations contained in the foregoing pleading of E. S. Callendar are as affiant believes true (Signed) M. B. Gowey.

Sworn to by M. B. Gowey before me and signed by him in my presence this 20th day of August 1878. "A. J. Carpenter Notary Public"

Praecipe

E. S. Callendar Plaintiff
vs
Christo the Oliphant Mary Oliphant his wife, and James Williams Assignee of Christo the Oliphant. Defendants

To the Clerk: Issue summons upon the petition in the above case returnable according to law. Endorse "Amount claimed $200.00 with interest from April 15th 1876 & Foreclosure of Mortgage & Equitable relief. "M B Gowey, Attorney for Plaintiff

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting. You are commanded to notify Christo the Oliphant, Mary Oliphant his wife and James Williams Assignee of Christo the Oliphant that they have been sued by E. S. Callendar in the Court of Common Pleas of Union County and that unless they answer by the 21st day of September A. D. 1878 the petition of the said E. S. Callender against them filed in the Clerk's 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 September A.D. 1878. Witness my hand and the seal of said Court, this 21st day of August A.D. 1878 "W. M. Wright Clerk"

Sheriffs Return

The State of Ohio Union County ss. Received this writ August 21st A. D. 1878 at one o'clock P. M., and pursuant to its command served the same August 24th 1878 by delivering a certified copy thereof with the endorsements thereon to each of the within named Christo the Oliphant, Mary Oliphant his wife and James Williams assignee of Christo the Oliphant Fees $2.50

Returned and filed August 26th 1878 endorsed as above. "J. J. Miller Sheriff"

And afterward on the 11th day of October A. D. 1878 an entry was made on the Journal of said Court which reads as follows viz:

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Order of sale

Description

3034 E. S. Callendar
vs
Christopher Oliphant Mary Oliphant his wife
and James Williams Assignee

Journal Entry

And now comes the said E. S. Callendar by his attorney and the said defendants still failing to answer or demur to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises and the court after hearing the evidence do find that there is due to the said plaintiff on the note and mortgage in said petition described the sum of $200.00 with interest thereon from the 15th day of October 1878 of this court. It is therefore considered by the said Court here that the said plaintiff recover of the said defendant Christopher the said sum of $200.00 the sum so found due as aforesaid with interest thereon from the 15th day of October A. D. 1878 and also his costs taxed to $ And it is further ordered and adjudged that in case the said defendant fails for three days from the close of this term of Court to pay to the said plaintiff the said sum of $200.00 with the interest thereon from 15 day of October 1878 so as aforesaid found due with costs of suit an order issue to the Sheriff of said County of Union 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 or so much thereof as may be required in satisfaction of the said sum so found due with costs of suit and that he bring the balance of the proceeds of said sale into Court subject to the further order of the Court in the premises. And thereupon upon application of James Williams leave is granted to said James Williams to enter their appearance and file answers and set up their liens upon said premises within 30 days from the rising of this Court.

And afterwards on the 23rd day of October A. D. 1878 an order of sale was issued by the Clerk of said Court which reads as follows viz: "The State of Ohio Union County ss. To the Sheriff of said County- Greeting: Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 11th day of October A. D. 1878 in the cause of E. S. Callendar Plaintiff and Christopher Oliphant and others Defendants, it was ordered, adjudged and decreed as follows, to wit: That in case the said defendant fails for five days from the close of this term of Court to pay to Plaintiff $200.00 with interest from October 15th 1878 and the cost of suit an order issue to the Sheriff of Union County Ohio commanding him to cause the lands and tenements described in the Plaintiffs Petition to be appraised and sold according to law and apply the proceeds thereof to the satisfaction of said claim and bring the balance into Court for further order. Description- Situate in the County of Union State of Ohio and on the waters of Darby creek. Part of Military survey No. 312 Beginning in the County road in the Westerly line of said survey and the S. W. corner of a lot of land now owned by Christopher Oliphant. Thence N. 55-3/4° E. with Oliphants line 90 2/25 rods to a stone corner in the line of a lot of land owned by Henry Poling

Order of sale

Description

Thence S. 36° E. with said Polings land 26 11/25 rods in said Polings line. Thence S 55 3/4° W. 90 2/25 rods to said County road to a stone. Thence N. 36° W. 26 11/25 rods to the beginning containing 15 acres. We therefore Command you, that you procud to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Execution and that you apply the Proceeds of such sale in satisfaction of said judgment and decree with costs and interest, as specified therein; and that you make report of your Proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 23rd day of October 1878 W. M. Knight Clerk

Sheriffs Return

Returned and filed December 4th 1878 Endorsed as follows viz: The State of Ohio, Union County ss. In obedience to the Command of the Order of Sale hereto annexed I did on the 1st day of November 1878 summon Cyrus Poling, James H. Pyers and Winfield S. Carpenter three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 1st day of November A.D. 1878, said appraisers returned to me under their hands and seals that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Thirty five dollars ($35) per acre. A certified Copy of said appraisal, I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 6th day of November 1878 I caused to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 7th day of December A.D. 1878 at one oclock P.M. of said day. And having advertised the said lands and tenements for more than thirty days prious to the day of sale to wit: Five consecutive weeks: And in pursuance to said notice, I did, on said 7th day of December A.D. 1878, at the time and place above mentioned, procud to offer said lands and tenements at public sale, at the door of said Court House and then and there came A. J. Carpenter attorney for the plaintiff E.S. Callendar who bid for the same the sum of Twenty two and 35/100 Dollars per acre and said sum being more than two-thirds of the appraised value thereof and said E.S. Callendar being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Twenty two and 35/100 Dollars per acre. Sheriffs fees $4.80. Appraisers Fees $9.00 Printers fees $1.50 J.J. Miller Sheriff

Proof of Publication

And afterward on the 6th day of February 1879 a notice of Sheriffs sale was filed with the Clerk of said Court which reads as follows viz:

Common Pleas Court Union County Ohio.

E.S. Callendar
vs
C. Oliphant et al

Order of Sale

By virtue of the above writ to me directed from the Court

of Common Pleas of Union County Ohio, I will offer for sale at the door of the Court House, in said County, on Saturday December 7th 1878 at or about the hour of one o'clock P.M. of said day the following property towit: Situate in the County of Union State of Ohio and on the waters of Darby Creek, Part of Military Survey No 4312 Beginning in the County road in the Westerly line of said survey and the S.E. Corner of a lot now owned by Christo Shu Oliphant: Thence N. 55 3/4° E. with Oliphants line 90 2/25 rods to a stone Corner in line of a lot of land owned by Henry Poling; Thence 36° E. with said Polings land 26 1/2 rods in said Polings line, Thence S. 55 3/4 W. 90 2-25 rods to said County road to a stone Thence N. 36° W. 26 1/25 rods to the Beginning Containing 15 acres more or less. Appraised at $35-00 per acre - J. J. Klein Sheriff - Cameron & Benson Attorneys

The State of Ohio Union County ss. The undersigned being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general Circulation in the County of Union, the first publication Beginning with November 6th 1878 "W. O. Shearer"

Sworn to and subscribed before me, This 6th day of February 1879 W.H. Winget Clerk

And afterwards on The 12th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No 3034

E. S. Callendar
vs
Christo Shu Oliphant

On motion of the said Plaintiff by Lowry & Carpenter his attorneys and on producing the return of the Sheriff of this County of a sale of real estate made by him on the 7th day of December A.D. 1878 to E. S. Callendar, the plaintiff on an order of sale issued in this case and dated October 23rd A.D. 1878 and it appearing that since said sale said E. S. Callendar has assigned his bid to Leslie Kline and the Court on examination of said proceedings being satisfied that said sale has been made in all respects in conformity to law it is ordered that the said sale and proceedings be and the same are hereby confirmed and the said Sheriff is ordered to make to the purchaser Leslie Kline a deed for land and tenements so sold - And a writ of possession is hereby awarded to put said purchaser in possession of said premises And the Court coming now to the distribution orders that the said Sheriff out of the proceeds of said sale pay 1st The costs of this action taxed to $ 2nd The taxes now a lien on said land amounting to $10 60 3rd The Court finds that since the judgment herein the second note set forth in the petition has become due and is unpaid and that there is due the plaintiff therein with interest to the first day of the present term of this Court the sum of Three hundred & fifty one & 90/100 dollars. It is therefore ordered that the Sheriff pay to the plaintiff E. S. Callendar the amount herein and in the former decree found due (if a sufficient amount is in his hands for that purpose amounting on the first day of the term towit: February 3rd 1879 to the sum of Five

Hundred and Fifty five 50/100 dollars ($ 355.50) And there is
remaining due to the Plaintiff C. S. Callendar the sum of $
it is considered that he recover the same from the defendant Chris-
topher Oliphant and execution is awarded therefor
Attest W. M. Kinget Clerk

Application for Appropriation

Please to see this Know John L. Porter Judge at a Court of Common Pleas
begun and held at the Court House in the town of Marysville within and
for the County of Union and state of Ohio on the 29th day of March 1879
Heretofore to wit on the 15th day of January A.D. 1878 an application
for the Appropriation of Private Property for Public use was filed with
the Clerk of said Court which reads as follows viz:

The Village of Marysville Union County Ohio, Plaintiff

vs.

Eliza Hombeck, James C McCleary, William H. Hombeck
Lewis H. Hornbeck and William Staley Defendants

To the Court of Common Pleas in and for the County of Union
Ohio: The Plaintiff, the Village of Marysville in said County of Union and
State of Ohio now comes and makes application to the said Court for the
appropriation of the Private Property herein after described, to the use of
said Village, for the purpose of providing a Public Cemetery and for the
improvement and protection thereof and to regulate the burial of the dead
The Plaintiff further says that the good and Public welfare of the Citi-
zens of Paris Township and the Village of Marysville, and their ne-
cessities require that the following lands be appropriated for the purpose a-
foresaid, bounded and described as follows, to wit: Being parts of surveys
Nos 4066 and 3354 in the Virginia Military District bounded and de-
scribed as follows: Beginning at a stake in the centre of the Marysville and
Bellefontaine gravel road, N. 72° W. 26 8/10 poles from the intersection of
said road with the Marysville and Newton gravel road, Thence with
the centre of said Marysville and Bellefontaine gravel road N. 72° W. 119 poles
to a stake, and centre of the Milford and Amrine Mill road; Thence
with the centre of said road N. 19° E. 53 2/10 poles to a stake; Thence N.
71° E. 3 76/100 poles to a stake, centre of Marysville and Newton gravel
road; Thence with the centre of said road S. 36° E. 85 2/10 poles to a stake
in the westerly line of land owned by George Hilton: Thence with his line
S. 7 1/2° E. 33 poles to the beginning, containing 39 1/2 acres more or less.
The Plaintiff further says that suitable premises for the purpose of a
Cemetery cannot be obtained by contract upon reasonable terms; That
no contract can be made with the parties defendants in this case
for the reason, that Eliza Hombeck is a married woman owning on-
ly a life estate in the said premises; and that many all of the other
defendants are minors and unable to contract. That the Plaintiff
is informed and believes that William Staley is cutting off all the val-
uable timber and that which may be valuable for the purpose of a cem-
etery, under a contract with Eliza Hombeck (or Abraham Hombeck
her husband who has no interest in these lands). And the said Village
further represents that an ordinance or resolution declaring the nec-
essity of such an appropriation and directing the same was duly passed

Copy of Resolution

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by the Council of said Village, by a two thirds vote in favor thereof of all the members of said Council Elected thereto. A copy of said ordinance or resolution is hereto attached, that upon the passage of said ordinance or resolution the yeas and nays were taken and entered on the record of the proceedings of said Council which ordinance or resolution was passed and properly signed by the officers of said Village on the 22nd day of July A.D. 1878 and has been duly recorded by the Clerk of said Village and duly advertised - The said Village, the Plaintiff, therefore asks that the real estate hereinbefore described, in which Eliza Hounton, is said to hold a life estate and James C. McElvain, William D. Hounton and Lewis H. Hounton appear to have an entire interest in remainder, and on which William Staley, who is reputed to claim a right to cut valuable timber off said premises, be appriated to the use of the said Village for the purpose herein before stated; and that a jury be impannelled for the purpose of assessing the amount of Compensation to be paid to the owners of said land in proportion to their interests therein, as well as for damage resulting to the remaining portion of said real Property in consequence of such appropriation; and that all such other orders, judgments and decrees may be entered by the Court, and such other Proceedings had, as are authorized by law in such cases (signed) Village of Maysville, By M.C. Lawrence Solicitor for said Village. - "A Resolution" Declaring the intention of Council to appropriate grounds for cemetery purposes: Whereas the Council of the Incorporated Village of Maysville have been unable to purchase grounds for Cemetery Purposes at a reasonable rate, therefore, Be it Resolved, by the Council of the Incorporated Village of Maysville, that it is hereby declared necessary and that it is the intention of the Council to Procead to appropriate a certain piece of land for cemetery purposes known as the Dynes land, or as much of said land as can be appropriated, near the residence of George Wilson lying between the Limestone and Sutton roads about a half mile west of the Corporation.

Copy of Resolution

Resolved further. That the Solicitor is hereby instructed to take such steps as are necessary to appropriate said lands or as much as can be appropriated according to law.

Passed July 22nd 1878. J. D. Radebaugh Mayor. Jno M. Brodrick Clerk

Recorded July 23rd 1878. I hereby certify that a copy of the above Resolution was published in the Maysville Bulletin a weekly newspaper of general circulation in said Village in Vol. 29 No 49 July 24th 1878. John M. Brodrick Clerk

I certify the above to be a true and true Copy of the Resolution entitled "A Resolution declaring the intention of Council to appropriate grounds for cemetery purposes" as passed by the Council of the incorporated Village of Maysville Ohio and recorded in Ordinance Book No. 2 page 215 of said Village. Jno M. Brodrick Clerk of Corporation

State of Ohio Union County ss. M.C. Lawrence, Solicitor for the Village of Maysville Ohio, being duly sworn says that he is the solicitor or attorney of the Village of Maysville, the Plaintiff: and he further

says that the facts stated and allegations contained in the foregoing petition, are true as he verily believes; and by way of affidavit he further says that the residence of James C. McCleary is unknown to him, that he has made inquiry among his friends and relatives and they do not appear to know where his residence is, whether within or without the State of Ohio

That this affidavit is made for the purpose of making service upon him by publication which service cannot be made within the State of Ohio in consequence of his residence being unknown. Which publication is to be made under Section 6 Chapter 3rd Seventh division of the Municipal Code of the State of Ohio for the term of three weeks "M. C. Lawrence"

Sworn to by M. C. Lawrence before me and signed by him in my presence this 15th day of January A.D. 1879. Wm. Winget, Clerk

And afterward on the 28th day of January 1879 a "Legal notice" was filed with the Clerk of said Court which reads as follows viz:

Legal Notice

The Village of Maysville Plaintiff

vs

Eliza Hoover, James C. McCleary, William W. Hoover, Lewis H. Hoover and William Staley Defendants

Eliza Hoover, William W. Hoover Lewis H. Hoover and William Staley are hereby notified that on the 8th day of February A.D. 1879 the Plaintiff will make application to the Court of Common Pleas of Union County Ohio, to appropriate the following Private Property for Public use as a cemetery or burial grounds for the said Village of Maysville, which property is described as follows: Being part of U. M. Surveys Nos 4066 & 3354 in the Virginia Military District in the Township of Paris Union County Ohio and bounded and described as follows. Beginning at a stake in the centre of the Maysville and Bellefontaine gravel road, N. 72° W. 26 8/10 poles from the intersection of said road with the Maysville and Newton gravel road, Thence with the centre of the said Maysville and Bellefontaine gravel road N. 72° W. 119 poles the centre of the Milford and Huntsville road; Thence with the centre of said road N. 19° E. 53 2/10 poles to a stake; Thence N. 71° E. 43 76/100 poles to a stake Centre of the Maysville and Newton gravel road, Thence with the centre of said road S. 36° E. 85 4/10 poles to a stake in the westerly line of land owned by George Miller; Thence with his line S. 7 1/2° E. 33 poles to the beginning Containing 39 1/2 acres more or less,

Eliza Hoover appears to be the owner of a life estate in said lands and James C. McCleary, William W. Hoover and Lewis H. Hoover appear to have the fee simple estate in said lands, after the death of Eliza Hoover; and the said William Staley, is notified, as cutting off valuable timber on said lands, under Contract between himself and Eliza Hoover or (Abraham Hoover her husband who has no interest in these lands) which timber may be valuable on said lands for the purposes of a Cemetery (Signed) The Village of Maysville. By M. C. Lawrence its Solicitor. Jany 16th 1879

Sheriffs Return

Returned and filed endorsed as follows Jany 28th 1879 viz: I deputed Leonard E. Miller to serve this writ. J. J. Miller Sheriff. The State of Ohio Union County ss. I received this writ on the 20th day of January 1879 and pursuant to its command served the same

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Proof of Publication

Journal Entry

on the 25th day of January 1879 by delivering a certified copy thereof with the endorsements thereon to the within named Eliza Homrock and by leaving a certified copy thereof with the endorsements thereon at the residence of each of the within named William W. Homrock Lewis H. Homrock and William Staley The residence of said William W. Homrock and Lewis H. Homrock living with their mother Eliza Homrock. Sheriffs Fees $2.60 J. J. Miller Sheriff By Leonard E. Miller

And afterward on the 10th day of February 1879 a Legal Notice was filed with the Clerk of said Court which reads as follows viz:

Legal Notice

The Village of Maysville Ohio
vs
Eliza Homrock et als

James McCleary whose place of residence is unknown to the Plaintiff, is hereby notified that on Saturday the 8th day of February A. D. 1879 the Plaintiff will make application to the Court of Common Pleas of Union County, Ohio to appropriate the following private property for use as a cemetery or burial ground for the said Village of Maysville, which property is described as follows: Being part of U. M. Surrys Nos 1066 and 335 in the Virginia Military district, in the township of Paris Union County, Ohio, and bounded and described as follows: Beginning at a stake in the centre of the Maysville and Bellefontaine gravel road N. 72° W. 26. 8/10 Poles from the intersection of said road with the Maysville and Marion Gravel road: Thence with the centre of said Maysville and Bellefontaine gravel road N. 72° W. 119 Poles, the centre of the Milford and Amrine Mill road; thence with the centre of said road N. 19° E. 53 2/10 Poles to a stake: Thence N. 71° E. 43 76/100 Poles to a stake; Centre of the Maysville and Marion gravel road, Thence with the centre of said road S. 36° E. 85 4/10 poles to a stake in the western line of land owned by George Miller: Thence with his line S. 7 1/2° E. 33 Poles to the Beginning, containing 39 1/2 acres, more or less. Eliza Homrock appears to be the owner of a life estate in said lands, and James C. McCleary, William W. Homrock and Lewis H. Homrock appear to have the fee simple estate in said lands after the death of said Eliza Homrock. The Village of Maysville by W. C. Laurence Solicitor

Proof of Publication

The State of Ohio, Union County ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for Three Consecutive weeks in the "Maysville Press" a newspaper of general circulation in the County of Union, the first publication beginning with January 14th 1879. "W. O. Shearer"

Sworn to before me and subscribed in my presence this 10th day of February 1879. W. M. Winget Clerk

And afterward on February 15th 1879 an entry was made on the Journal of said Court which reads as follows viz:

Vol 3226 Journal Entry

The Village of Maysville Ohio
vs
Eliza Homrock et als

In Court of Common Pleas Union County Ohio.

This day on Motion to the Court by the applicant that the parties defendant have been duly served with notice of the time and place at which application would be made to the Court of

Common Pleas of Union County Ohio; and it appearing to the Court that such notice has been served five days or more before the time of this application, and it appearing further to the Court that due publication has been made according to law for service upon James C. McCleary in this action, all of which publication and notices required by the statute have been made and served more than five days previous to this date, and that such notices and publication are reasonably specific and certain. It is therefore ordered by the Court that the time for the inquiry into and assessment of Compensation by a jury asked, be and the same is hereby fixed for Friday the 21st day of February 1879.

And afterward on the 21st day of February 1879 an answer was filed with the Clerk of said Court which reads as follows viz:

Answer of Eliza Hombreck and James C. McCleary

The Village of Mayesville Union County Ohio
vs
Eliza Hombreck and others Defendants

The said Eliza Hombreck and James McCleary for their separate answer to the application in this case say: They are not informed and they therefore deny that the necessary steps have been taken to authorize the said application or the appropriation sought. They deny that it is necessary or that public welfare or convenience require the appropriation of said property. They deny that other premises equally as good cannot be obtained by contract. They deny that those premises are suitable for county purposes. They are that other premises equally as good can be readily obtained by contract at reasonable rates. They are that other suitable premises are accessable to the plaintiff at reasonable rates. They are that there is dwelling houses within fifty yards of the said premises sought to be appropriated. They deny that the said Village under the laws of this state have any right to take said premises from these defendants, And they ask said appropriation be denied. "Cameron & Dennison, Attorneys-

State of Ohio, Union County ss"

Eliza Hombreck being first duly sworn deposes and says the facts stated and allegations made in the foregoing answer are true as she believes

(Signed) "Eliza R. Hombreck"

Sworn to before me by Eliza Hombreck and by her signed in my presence the 21st day of February 1879 Wm. Wright Clerk

And afterward on the 24th day of February A.D. 1879 an entry was made on the Journal of said Court which reads as follows viz:

3226 Journal Entry

Village of Mayesville
vs
Eliza Hombreck et als

The above named came not having been reached in consequence of the Court being unable to grant a jury for that purpose - Thomas Stillings is hereby appointed a guardian ad litem for the infant defendants Eliza H. Hombreck and William W. Hombreck - and on consideration of the demurrer to the application, said demurrer is overruled. To which ruling and decision of the Court the defendants by their attorney then and there excepted - And the judge then fixed the time for the inquiry into and assessment of Compensation for lands sought to be appropriated in this Proceeding for the 29th day of March 1879, at 10 o'clock A.M. and ordered that a jury be summoned for that purpose in accordance with the statute to which time this cause is continued.

And afterward on the 24th day of February an answer was filed

Answer of Thomas Stillings Guardian

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with the Clerk of said Court which reads as follows viz:

Answer of Thomas Stillings Guardian

The Village of Marysville
vs
Eliza Hombeck et als

The said defendants William H. Hombeck and Lewis Hombeck by their guardian Thomas Stillings now come and for their separate answer to the application of the said plaintiff say they are minors and the lands sought to be taken in this case is their inheritance and of great value to them and they deny the right of the said plaintiff to appropriate the same. They deny that the said appropriation is of public necessity or that the welfare of the said Village demands the same. They deny that other suitable lands cannot be obtained by contract at a fair and reasonable price. They are that other lands just as well suited for the purpose of a cemetery can be procured and offered to said plaintiff at a fair price - They are that the lands in the petition is of much greater value to them than would be assessed by a jury at this time that by reason of its location and close proximity to said Village it is rapidly increasing in value and to deprive them of it now would be an injury much greater than probably would be assessed by the jury in this case - They ask the protection of the Court and that said appropriation be denied. Thomas Stillings Guardian at Litem By Cameron & Benton his attorneys."

And afterwards on the 29th day of March 1879 a writ was issued by the Clerk of said Court which reads as follows viz:

Writ

The State of Ohio Union County SS. To the Sheriff of Union County Greeting: "You are hereby commanded to conduct the three jurors named in the panel to this writ annexed, to view the property sought to be appropriated by the Village of Marysville Ohio, and owned by Eliza Hombeck as Life tenant and James C. McCleary, William H. Hombeck and Lewis H. Hombeck as remaindermen, on the 29th day of March 1879, then and there to view the premises, or property aforesaid, in the presence of John Van Pearse on the part of said Village and William Sharp on the part of the owners, who have been appointed by the Court of Common Pleas of said County for that purpose. And you shall make return of the manner in which you shall have executed the writ, to the said Court of Common Pleas on the 29th day of March 1879 and have you then and there this writ. Names of jurors Benjamin Hannawalt, L. B. Hunsecker, C. P. Munroe, A. P. Thompson, Robert Sharp, John Cuny, W. S. Winters O. P. Lemon, Orrin Miller, James Wilson, L. D. Wright, Ray Martin Witness my hand and the seal of said Court this 29th day of March A.D. 1879 "W. M. Wright Clerk"

(Seal)

Returned and filed March 29th 1879 Endorsed as follows viz: "The State of Ohio Union County ss. Received this writ March 29th A. D. 1879 and pursuant to its command I forthwith conducted the jurors above named to the premises described in this writ and after having made a careful view of said premises in the presence of John Van Pearse on the part of said Village and William Sharp on the part of the owners of said lands, I have returned said jurors and now have them in Court. Fees $3 80

J. J. Miller Sheriff, By Dyer Reed Deputy

Journal Entry No 3226

And afterwards on the 2nd day of March A. D. 1874 an Entry was was made on the Journal of said Court which reads as follows

The Village of Mayville Ohio
vs
Eliza Hamerschlag

This day came the parties and the Court being satisfied from the evidence that it is necessary to appropriate the lands in said Petition described for the purpose therein mentioned do order that the jury be impannelled to make the valuation of the premises and the damages that will be done to the remainder of the land as provided by law. Whereupon there came a jury to wit: Benjamin Hannawalt, L. B. Druncer, L. P. Munroe, A. P. Thompson, Robert Sharp, John Canny, W. S. Winters, O. P. Lenox, Orrin Miller, James Wilson, L. L. Wright, Perry Martin who being duly impannelled and sworn and after actual view of the premises and the hearing the evidence offered by the parties in the presence of the Court and being charged by the Court as to the law of the case do return their verdict in the words and figures following to wit: We the jury in this case being duly empannelled and sworn do find, and say, that the amount of Compensation which is due to Eliza Hamerschlag for her life estate in the sum of $ 367 50/100 irrespective of benefits, and we further say that the amount of Compensation which is due to James C. McClean William W. Hamerschlag and Lewis H. Hamerschlag as remaindermen is the sum of $ 607 50/100 irrespective of benefits by reason of the appropriation of the lands described in the petition described to wit: Being parts of Surveys No 4066 and 3354 in the Virginia Military District Union County Ohio, and containing 39 1/2 acres of land,

And that no damage will accrue to the remaining portion of this property by reason of such appropriation - L. B. Druncer, James Wilson, Orrin Miller, John Canny, A. P. Thompson, Monroe Martin, O. P. Lenox, Robert Sharp, Perry Hannawalt, W. S. Winters, L. L. Wright, L. P. Munroe,

Thereupon the defendants moved the Court to set aside the verdict and grant them a new trial, which motion the Court overruled and the defendants asked the Court to grant them a Bill of Exceptions as provided by the statute which the Court allowed sign and seal and order to be made a part of the record. Whereupon the Court confirms said verdict and report of the Sheriff and the Plaintiff still desiring to accept said Lands for Canalling Purposes at the price fixed by said jury, the Court do order and adjudge that said proceedings be confirmed and the Plaintiff stand seized of said Premises upon their Payment to the clerk of this Court the sum of Three Hundred and sixty five dollars and the costs of this proceeding and the said defendants upon the said Payment are forever enjoined from making any Claim to said Premises and this decree shall operate as a conveyance to said Plaintiff of said Premises According to law conveying the entire estate of said defendants.

And the Court order that out of the $ 367 50/100 awarded to Eliza Hamerschlag as her life estate the Court pay any taxes that remained as Lien on said land at the date of the verdict and the balance of said $ 367 50/100 be pay her taking her receipt for the same and the $ 607 50/100 awarded to her children named in the petition be pay to them and their guardian lawfully appointed or to be appointed by the Probate Court It is further ordered that if the quantity of said land should turn out

Petition

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to be more than 39½ acres, then said Village pay for the excess of said quantity at the rate of $50 per acre when the same shall be ascertained
"Attest W.M. Winget Clerk"

Pleas to for his Honor ... Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 16th day of October A.D. 1876:
Heretofore to wit: on the 29th day of March 1875 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Harrison Dills, Charles S. Lacy, John H. Lacy, Wm. H. Lacy, Alexander Lacy, Edward Stubblefield, John Stubblefield, Albertine and Jacob Scott, Margaret and George Solomon, Jane and William G. Fair, Samuel L. Stubblefield, Temmie and Robert Hall, Joseph King, Richard King, George R. King, Rebecca and John D. Stone, Jane and Thomas D. Hanson, David Mulford, Mary A. Faliafero, Thomas B. Faliafero, John Sinclair Jr. Robert Sinclair, and Margaret V. Booth Plaintiffs

Against

Stuart Robinson, Joseph Temple, J. H. Sterling, William McElroy and James L. Fiew Defendants.

To the Court of Common Pleas of Union County and State of Ohio
"The said Plaintiffs respectfully represent to the Court that Col Wm. G. Mumford died many years ago, having his last will and testament which was duly admitted to Probate in the County of Charles City, Virginia on the 3rd day of May A.D. 1786 and by which all of his property both personal and real was devised as follows viz:
1st "To my four sons Robert, John, Stanhope and William Green, all my lands, wherever situate, to be equally divided between them giving Robert his choice of lots." 2nd "That the balance of my estate may be sold by my executors for the payment of debts and education and maintenance of my children, the balance to be divided between my four sons and daughters Mary Lightfoot and Elizabeth when they arrive of age or marry." The Plaintiffs say that said Col. Wm Green Mumford died leaving as his children, who in case he died intestate, would have been his sole heirs at law, the following persons viz: his sons Robert, John, Stanhope and Wm Green Mumford, and his two daughters, Mary Lightfoot and Elizabeth. That said Col. Wm Green Mumford was an officer in the Revolutionary war of 1776 in the Virginia line on Continental Establishment and a land warrant No 5743 for 6666⅔ acres issued to him for his services as such, but at his death the said warrant was not located, and the Plaintiffs are not able to decide whether in that condition it was personal or real estate, nor whether it vested and did pass by the 1st or the 2nd clause aforesaid of his said will. That subsequent to the decease of said Col. Wm Green Mumford, his daughter Mary Lightfoot, who had married Edward Stubblefield, had said warrant located and as a part of the same, Survey No 9901 and 10780 in Union County Ohio was located in the name of Edward Stubblefield, and said entry was surveyed and afterwards on 14th day of November 1822, the President of the United

States issued a Patent for said Quarry of land, to the Heirs and Legal Representatives of Col. Wm. F. Mumford, and the legal title to said Quarry of land by the said Patent, became and was vested in all the said Children and Heirs of Wm. & Wm Mumford and their heirs and assigns but whether the two said daughters and their heirs with said four sons, shall also hold the equitable title, depends upon the construction which may be given to said Will. The said lands were never divided, nor were they sold by the executors aforesaid. The said Stanhope and Wm Mumford and the said Elizabeth Mumford, all died without issue and without making any disposition of any interest they had in said lands, and their shares descended to the other three children.

The said John Mumford died leaving three children, to wit: Stanhope R. Mumford, Robert C. Mumford and Anne S. Mumford, who sold and conveyed their shares of said land to John Sinclair. The said Robert Mumford died leaving one child only, to wit: Margaret Ann who intermarried with John Sinclair. She died many years ago without making any disposition of her interest in said land, leaving four children, all of whom are now living viz: Mary M. intermarried with Thomas P. Taliaferro, John Sinclair Jr. Robert Sinclair and Margaret Sinclair now widow Margaret Booth, The said Mary Light-foot intermarried with Edward Stubblefield both of whom are since deceased without making any disposition of said lands leaving Children to wit: 1st Elizabeth who married Robert C. Lacy of Halifax County Va but died leaving Charles S. Lacy, John H. Lacy, Wm M. Lacy and Alexander Lacy, their only children all living, the first two in Halifax County Va The other two in the State of Texas. 2nd Fanny Stubblefield who died in Halifax County Va but during her life time, conveyed her interest in said lands to C. Houston, who conveyed his interest therein to J. W. Robinson, who conveyed his interest in the part of said quarry now known as the middle lot, in which the said J. H. Sterling, Joseph Temple, Wm McElroy and James Fish claim an interest, to Parrot under whom the said defendants claim titles. But his interest in the lot known as the west lot in which Stewart Robinson claims he has an interest, he has released his interest to David Mulford by deed. 3rd, Edward Stubblefield who died leaving children to wit Edward Stubblefield, John Stubblefield and Robert Stubblefield, but Robert has died leaving Martin wife of Jacob Scott - Mary L. who married George Hardway, who died leaving as children Margaret married to George Solomon and Jane wife of Wm J. Fain, Joseph Stubblefield who has since died leaving Samuel L. Stubblefield his children Sarah who married Jonas Locke and died leaving Tennessee wife of Robert Hall - Caroline who married George King and died leaving her children Joseph King, Richard King, George R. King - Rebecca married to John D. Stone and Jane wife of Thomas W. Hewson, all of the said Heirs of said Wm F. Mumford named as aforesaid as now living conveyed to said David Mulford a fraction of one half their interest in said lands by deed, and this share or fraction, the said Mulford conveyed to Harrison Dills, in the State of Illinois, but he retains an interest in said lands arising from the share of Fanny Stubblefield. The Plaintiffs

say, that the Defendants hold under the said John Sinclair Sr. who owned only the Share of the said John Mumford now deceased, and from whom Heirs aforesaid, the said John Sinclair obtained a Conveyance of this interest in said lands, And they the Defendants are tenants in common with the Plaintiffs. That the Residence of the Plaintiffs is as follows viz: Harrison Dills of Adams County Illinois, Charles Lacy and John Lacy of Halifax County Virginia, and William M. Lacy and Alexander Lacy of Texas. Edward Stubblefield, John Stubblefield, Albertine and Jacob Scott, Margaret and George Solomon Jane and William G. Fain, Samuel Stubblefield, Tennessee and Robert Hall, Joseph King and Richard King, George R. King, John D. Stone and Rebecca Stone, Jane Henson and Thomas W. Henson all Heirs of Mary Lightfoot Stubblefield are residents of Pany County Missouri. David Mulford of Union County Ohio, Mary M. Taliaferro and Thomas B. Taliaferro, John Sinclair Jr. and Robert Sinclair all of Gloucester County Virginia and Margaret Booth of Baltimore State of Maryland. That said Plaintiffs desire partition of said lands and are entitled thereto, but they desire their share in said lands to be set off and assigned to them together and not in severalty. The Plaintiffs are not able to state for the reasons above stated, the share or proportion of said lands which they are entitled to, but they say that if the said land shall be held to be descended to all of said six sons and daughters alike, the Plaintiffs share is represented by the fraction of $\frac{5.762}{100.000}$, but if to the said sons their share would be somewhat larger.

The said J. H. Sterling, Wm McCoy, Joseph Semple and James L. Fish Leonard Dame, Cornelius E. Fish, J. L. Fish holding under said John Sinclair are occupying said middle lot of said Survey but what share of said land they claim, the Plaintiffs do not know, the Plaintiffs have compromised and settled their interest in that part of said survey known as the East third, which was heretofore sold and conveyed to Robert M. Briggs and by him sold and conveyed to J. W. Robinson and A. B. Robinson and by them sold to parties under whom said land is now held and occupied, and therefore Plaintiffs are in Partition only of the Western two thirds of said survey, now known as the middle and Western lots, set off and assigned to Robert Robinson and the Heirs of Joseph H. Robinson dec'd, by proceedings in Partition the Western part being the Western third of said survey is in the woods and unoccupied, but is claimed by Stuart Robinson of Louisville Ky. Therefore the Plaintiffs ask that the Defendants make full and true answers to the allegations of the Plaintiffs petition, and that the proportional shares of the parties may be ascertained by the Court and that a writ of Partition may be ordered setting off to the Plaintiffs in common their share of said lands and to the Defendants the Balance, and that such other and further relief may be granted as the law and equity may admit

Robinson & Piper Attorneys for Plaintiffs

State of Ohio Union County ss. David Mulford one of the Plaintiffs in his own behalf, and as agent of the remaining Plaintiffs, says he believes the several allegations of the foregoing Petition are true and that

he is the legally Constituted agent of all the other Plaintiffs, all of whom are non residents of the County of Union and now absent therefrom.

(Signed) D. Mulford

Sworn to before me and signed in my presence this 29th day of March 1875. F. J. Arthur Clerk

Let Summons or other process in this Case and entry our appearance herein April 2nd 1875. Stuart Robinson

Praecipe — To the Clerk of Court" Issue a summons to Stuart Robinson, J. H. Sterling Joseph Temple, William McElroy and James L. Fisk Defendants and Endorse Petition to Partition the west two thirds of survey of land No 9901 and No 7780 in Union County Ohio in the name of Edward Stubblefield

Robinson & Price Attorneys for Plaintiffs

Summons — And afterward on the 29th day of March 1875 a 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 the County of Union Greeting: We Command you to notify Stuart Robinson. J. H. Sterling, Joseph Temple. William McElroy and James L. Fisk that they have been sued by Harrison Dills and others in the Court of Common Pleas of Union County and that unless they answer by the 1st day of May, A. D. 1875 the Petition of the said Harrison Dills and others 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 April A. D. 1875. Witness my hand and the seal of said Court, this 29th day of March A. D. 875 F. J. Arthur Clerk

Sheriffs Return — The writ was returned and filed April 3rd 1875 Endorsed as follows viz: The State of Ohio, Union County ss: Received this writ March 29th A. D. 1875. and Pursuant to its Command I served the within J. H. Sterling William McElroy, James L. Fisk by delivering to each of them personally a true Copy of this writ and leaving Joseph Temple a true Copy of this writ at his usual place of Residence on the 2nd day of April A. D. 1875. Stuart Robinson not found in my County Fees $5.20 "John C. Price Sheriff"

And afterward on the 9th day of October 1875 an entry was made on the journal of said Court which reads as follows viz:

Journal Entry No 1732 — Harrison Dills and others vs Stuart Robinson and others

This day came the defendants Leonard Dawson Stuart Robinson Cornelius C. Fisk, James C. Fisk, J. L. Fisk, W. M. McElroy Joseph Temple and John H. Sterling by their attorneys Porter & Sterling and waiving further notice or process on them and moved the Court for Continuance of this Cause which motion is granted and leave given to defendants to answer in thirty days from this day.

"And afterward on the 24th day of January 1876 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry — Harrison Dills et als vs Stuart Robinson et als

This day came on this Cause to be heard upon the demurrer of the defendants. Whereupon the Court being fully advised in the premises do find that the will of Wm G. Mumford devising his real estate to his four sons passed said land warrant to said four sons and that the petition should be changed to conform to that state of facts and therefore the Court sustain the demurrer on that point, Whereupon the plaintiffs ask the

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Supplemental Petition — Stuart … the Pla… following … in the Pe… been made … Stubblefie… Murphy, a… her husba… Stubblefie… Charles … Williams, … Lean Cou… County a… John Sa… John M. … Stubblefie… Stubblefie…

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Court to order a separation of the case so as to include in the new case all of the defendants in possession of the land viz: J. H. Sterling, Wm McElroy, James L. Fish, Joseph Temple, James E. Fish, Cornelius E. Fish and Leonard Dann and no one objecting, the same is so ordered and leave granted to the plaintiffs to file their amended petition in both cases in thirty days and cause is continued.

And afterward on the 1st day of July 1876 a Supplemental Petition was filed with the Clerk of said Court which reads as follows viz:

Supplemental Petition

Harrison Dills, Charles S. Lacy, John H. Lacy and others
against
Stuart Robinson and others Defendants

} In the Court of Common Pleas Union County Ohio.

The Plaintiffs now come and say that they are informed that the following named persons have some interest in the matters set forth in the petition heretofore filed in this case and who so far have not been made parties to said proceeding to wit Edward Stubblefield, John Stubblefield, William C. Stubblefield, George M. Stubblefield, Francis Murphy, Ann Leighliter and her husband Leighliter, Mary Graves and her husband Graves, Eve Stubblefield Absolom Stubblefield, Isaac Stubblefield and four Children heirs of Adam Stubblefield deceased Charles Stubblefield, Cassandra Williams and her husband Henry Williams, Francis Sharp and her husband George W. Sharp all of McLean County in the State of Illinois, Edward Stubblefield of Clark County in the State of Iowa, Edward Hardway, Robert Strong and John Strong whose residence is unknown, Simon P. Stubblefield John M. Stubblefield, Daniel P. Stubblefield, Robert M. Stubblefield, Silas Stubblefield, Stephen Stubblefield, Richard H. L. Stubblefield, Mary Stubblefield and Nancy Finley all of Caldwell County, Missouri, Edward Stubblefield, Ezeda Locke, and John Stubblefield all of Barry County in the State of Missouri - Ellen Stubblefield, Rebecca Stubblefield, Martha Stubblefield, Americus Stubblefield and Daniel Stubblefield infant Children of David Stubblefield, residence in the State of Texas, Margaret Ann Leigh wife of John H. Leigh of Gloucester County in the State of Virginia - Maria L. Cartell infant daughter of Mary L. Cartell deceased, Thomas B. Booth, Ellen D. Booth Elvira M. Booth, John S. Booth, Maurice W. Booth and Robert M. Booth all of Baltimore County in the State of Maryland.

Plaintiffs therefore pray that the said parties may be made parties defendant to this suit by due process of Law and for such other and further relief as the case may require. Robinson & Pipes attorneys for Plaintiffs -

State of Ohio Union County ss. David Mulford one of the plaintiffs in the above entitled action being duly sworn says the facts stated and allegations in the foregoing Supplemental Petition are as he believes true. That service of Summons cannot be made upon parties mentioned in the body of the above petition, within this State and said plaintiffs wish to obtain service on the said Edward Stubblefield, John Stubblefield and others in the body of the above petition mentioned, by publication and further he saith not

(Signed) D. Mulford

Sworn to & forme by Davd Mulford and by him subscribed this 1st day of July A. D. 1876 Wm. Winget Clerk

And afterward on the 19th day of September 1876 a Separate answer was filed with the Clerk of said Court which reads as follows viz:

Separate Answer

Harrison Dills, Charles S. Lacy, David Mulford et als. Pltffs.
against
Stuart Robinson, Joseph Temple, J. H. Sterling William McElroy and James L. Fish et als Defendants

Court of Common Pleas Union County Ohio. Answer

"The defendants Joseph Temple J. H. Sterling Wm McElroy and James L. Fish for their separate answer say that they deny that the plaintiffs or those parties made defendants in the Supplemental Petition han any interest in or to the lands described in said petition and called the middle lot being the land owned and occupied by these defendants.

Porter & Sterling Attorneys for Defendants-

State of Ohio Union County ss. C. E. Fish being by me first duly sworn says he is one of the above named defendants and he says the facts stated and allegations made in the above answer are true as he believes" "C. E. Fish"

Sworn to before me by C. E. Fish and signed by him in my presence This 21st day of September 1876 "Wm. Winget Clerk"

And afterward on the 19th day of September A. D. 1876 an answer to the foregoing petition was filed with the Clerk of said Court which reads as follows viz:

Separate Answer

Harrison Dills et als. Plaintiff
against
Stewart Robinson et als Defendants

Stewart Robinson the above named defendant for his separate answer says he denies each and every allegation contained in the petition of the plaintiff which relates to the Plaintiffs having any interest right or title to the land described in the petition of the plaintiffs. "Bennett H. Young, Porter & Sterling Attys for defendants

State of Ohio Union County ss. Bennett H. Young being by me first duly sworn says he is the agent and one of the attorneys of the defendant above named and duly authorized to act in the premises and he says the facts stated and allegations made in the above answer are true as he believes. He says that Stewart Robinson the defendant is a non resident of the State of Ohio and is now absent therefrom. "Bennett H. Young"

Sworn to by Bennett H. Young before me and signed by him in my presence this 19th day of September 1876 Wm. Winget Clerk

And afterward on the 20th day of September 1876 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No 1732

Harrison Dills et.als. vs Stuart Robinson et.als.

This day came the parties by their attorneys and this cause came on to be heard: and thereupon came a jury to wit: J. R. Gooding, Alpheus Turner, W. B. Stewart, John Penn- W. S. Winters- S. H. Brake, Isaac Warner, Bliss Danforth, Horton Scott, regular jurors and John Mitchell, James McCloud and A. B. Miller Talis jurors, who being duly impannelled and sworn to well and truly try the issue joined between the parties in this cause and a true verdict render according to the evidence unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony, arguments of Counsel and charge of the Court the said jurors, upon their said oaths aforesaid returned their verdict in writing in the

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words and figures following towit: We the jury find that the Plaintiffs are the heirs of Mary Lightfoot Stubblefield, and further we find for the defendants as heirs of Margaret Ann Sinclair. W. B. Shubrick Foreman.

And afterward on the 16th day of October A. D. 1876 an entry was made on the journal of said Court which reads as follows viz:

Journal entry 10/1732

Harrison Dills & Others
vs
Stuart Robinson & others

This day came on this cause to be heard on the petition Supplemental petition, Answers and replies and the verdict of the jury and evidence, whereupon the Court being fully advised in the premises do find that Stuart Robinson claiming the west lot of 441 known as the western third of said survey, is the owner of all the shares of the heirs of Col Wm G. Mumford in said western lot except the shares of the heirs of Mary Lightfoot Stubblefield decd. The Court further find that J. H. Stirling. Wm McElroy, James L. Fish, Leonard Dann, Cornelius E. Fish and J. L. Fish defendants claiming the middle lot of said survey are the owners of all the shares of the heirs of said Col Mumford in said lot except the share of the heirs of Mary Lightfoot Stubblefield decd and the Court further find that said last above parties also own the share of Fanny Stubblefield one of the heirs of Mary Lightfoot Stubblefield in said middle lot. The Court further find that the heirs of Mary Lightfoot Stubblefield decd still own the undivided sixth part or 16 2/3 per cent of said Stuart Robinson lot and the said heirs (excluding the share of Fanny Stubblefield) own thirteen and one third percent of said middle lot.

And that said parties are entitled to partition of said land. It is therefore ordered and decreed by the Court that partition be made of said western lot of said land setting off to Harrison Dills David Mulford, Charles S. Lacy, John C. Lacy, Wm M. Lacy, Alexander Lacy, Edward Stubblefield, John Stubblefield, Albritton Scott, Jacob Scott, Edward Hardway, Margaret Solomon, George Solomon, Jane Fain, William T. Fain, Samuel Stubblefield, Tennessee Hall, Robert Hall, Joseph King, Richard King, George R. King Rebecca Stone, John D. Stone, Jane Henson, George W. Henson, Coguilen, this part of said Stuart Robinson lot to wit: The part represented by the fraction $\frac{8.8262}{100.0000}$ and setting off to the remaining heirs of Mary Lightfoot Stubblefield the part represented by the fraction $\frac{77.394}{100.0000}$ and setting off to said Stuart Robinson his share in said lot viz: the part represented by the fraction $\frac{83.3333}{100.0000}$. That partition be made of said middle lot of said land setting off to said Harrison Dills and others as above named together the part of said middle lot represented by the fraction $\frac{5.7929}{100.0000}$ and to the remaining heirs of Mary Lightfoot Stubblefield decd the part thereof represented by the fraction $\frac{77.394}{1000.000}$ and to the said J. H. Stirling. Wm McElroy, James L. Fish, Leonard Dann, Cornelius E. Fish, J. L. Fish the part of said middle lot represented by the fraction of $\frac{86.6666}{100.0000}$.

It is further ordered and decreed that a writ of partition issue in this cause directed to the Sheriff of this County commanding him by the oaths of F. J. Sage, A. J. Blake, and W. H. Cowright to make said partition in the proportions above named and that in making said partition they set off to said parties claiming under

the said Mary Lightfoot Stubblefield their Shares in that part of said lands on which permanent and valuable improvements have not been made if the same can be done with justice to all parties and in making said Partition the said Sheriff and Commissioners are ordered to set off to said parties Claiming as heirs of said Mary Lightfoot Stubblefield their Shares of said lands without giving them any benefit or advantage of any valuable improvements made thereon and said Sheriff is ordered to make his return on said writ to the next term of this Court.

And as to the Claim of George Temple the petition is dismissed and it is ordered that the several parties pay the costs in the proportions as above set forth and in default thereof that execution issue therefor.

Notice of appeal by Plaintiffs and by defendants and thereupon the Court fix the appeal Bond at $200.00 in case of appeal by either party.

Appeal Bond

And afterwards on the 15th day of November 1876 an Appeal Bond was filed with the Clerk of said Court which reads as follows viz:

"Know all men by these Presents, that we, Harrison Dills, David Mulford are held and firmly bound unto Stuart Robinson, J. H. Sterling, Cornelius E. Fisk, Leonard Dawes, James L. Fisk, Wm McElroy in the penal sum of two Hundred Dollars, to the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Signed by us, and dated this 13th day of November A. D. 1876. The condition of the above obligation is such, that, whereas, the said Harrison Dills, David Mulford, John Sinclair Jr. Robert Sinclair Mary M. Taliaferro and others have taken an appeal from a certain decree rendered against them and others in favor of the said Stuart Robinson, J. H. Sterling, C. E. Fisk, Leonard Dawes & others in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the September Term thereof, A. D. 1876 for the sum of $ costs and against them for their claim for land to the District Court within and for the County aforesaid, now if the said Harrison Dills, David Mulford and other appellants shall abide and perform the order and judgment of said District Court, and shall pay all moneys, costs and damages, which may be required or awarded against them by said District Court, then this obligation to be void; otherwise to remain in full force and virtue in law. (signed) D. Mulford (Seal) Harrison Dills by J. W. Robinson his atty. (Seal) D. H. Robinson (Seal)

I approve the above Bond with the sureties thereto, this 13th day of November A. D. 1876

(signed) Wm. Winget

Journal Entry in District Court

And afterward on January 2nd 1878 an Entry was made on the Journal of the District Court which reads as follows viz:

Entry on district Court Journal

Harrison Dills et al.
vs
Stuart Robinson, William McElroy et als

This day this cause came on to be heard on the motion of the defendants William McElroy, John H. Sterling, Joseph Temple James L. Fisk, Leonard Dawes, Cornelius E. Fisk and J. L. Fisk et al. for leave to file an amended answer, and the Court being advised in the premises do sustain the motion and leave is granted to defendants to file their separate amended answer instanter subject to all rights and Exceptions of the plaintiffs when filed.

Separate and

And afterward on the 2nd day of January 1878 a separate and amended answer was filed with the clerk of said District Court which reads as follows viz:

Amended answer

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Amended Answer

Harrison Dills, Charles Lacy, John Lacy et-al. Plaintiffs
against
Stewart Robinson and Wm McElroy, John H. Sterling
Joseph Temple, James L. Fish, Leonard Dann
Cornelius E. Fish and J. L. Fish et-als, defendants

1st The above named defendants now come and for their Separate Answers to the petition of the plaintiffs say that they deny that the Plaintiffs or those parties made defendants in the Supplemental petition have any interest in or to the lands described in said petition and called the middle lot, Being the land owned and occupied by these defendants. 2nd The defendants above named for their second ground of defense say that said lands described in the petition of the plaintiffs were sold for taxes and a deed was made and delivered by Levi Phelps the Auditor of said County of Union to James Taylor and dated March 15th 1833. These defendants say that they are the owners and holders of said tax title and are now in the possession of said lands. Sterling & Ayers, Atty's for defendants

State of Ohio Union County ss. James L. Fish being by me first duly sworn says he is one of the defendants named in the foregoing answer and he says the facts stated and allegations made in the foregoing answer are true as he believes. (signed) "James L. Fish"

Sworn to and signed by James L. Fish before me and signed by him in my presence this 7th day of January 1878. "Wm. Wright Clerk"

And afterward on January 8th 1878 an entry was made on the Journal of said District Court which reads as follows viz:

Journal Entry in District Court

Harrison Dills, Charles S. Lacy, William M. Lacy, Alexander Lacy Edward Stubblefield, John Stubblefield, Albertine and Jacob Scott, Margaret and George Solomon, Jane and Williams G. Fair, Samuel L. Stubblefield Jennesse and Robert Hall, Joseph King, Richard King, George R. King, Reed and John L. Sloan, Jane and Thomas W. Hanson, David Mulford Mary M. Taliaferro - Thomas B. Taliaferro, John Sinclair Jr. Robert Sinclair and Margaret W. Booth, Plaintiffs

vs.

Stuart Robinson, Joseph Temple, William McElroy, John H. Sterling - James L. Fish, Cornelius E. Fish, Leonard Dann and Others Defendants "On appeal." This day came the parties and submitted this cause to the Court upon the pleadings, evidence, Statements and arguments of Counsel. Whereupon the court being fully advised in the premises do find the allegations of the original petition to be true and that since the filing of said petition Margaret W. Booth has died leaving Thomas B. Booth Ellen L. Booth, Elsie M. Booth, John S. Booth, Jennie V. Booth and Robert M. Booth her heirs at law. And that the plaintiff aforesaid represent and own in fee simple the undivided $\frac{7716}{10.000}$ part of the Middle lot of 441 acres described in Plaintiffs petition and that the defendants own in fee simple the remainder thereof. And that the said Harrison Dills David Mulford, Mary M. Taliaferro, Thomas B. Taliaferro, John Sinclair Jr. Robert Sinclair and said heirs of Margaret W. Booth represent and own in fee simple the undivided five tenths of the said middle lot and are entitled to have partition thereof as prayed for in their petition. It is therefore considered ordered and decreed by the Court that the said last above named plaintiffs have set off to them together the five tenths of the

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Case No. 3052 Petition

2nd

Lineal Lots or tracts of land, claimed and occupied by the said William McElroy, John H. Sterling, James L. Fish, Cornelius C. Fish, J. L. Fish and Leonard Dawn within said Middle Lot, and that a writ of Partition issue directed to the Sheriff of this County Commanding him by the oaths of Jasper F. Sager, Thomas Fulton and Lemuel W. Smith, that he make partition as aforesaid and set off to said plaintiffs owning and representing the 5/12 of said middle lot, the 5/12 of each lot claimed by said defendants in said #41 acre tract and known as the middle lot and balance to defendants and report his proceedings thereon to the next term of the Court of Common Pleas of this County, to which this case is remanded for further proceedings.

And as to the 5+9/10,000 parts of said middle lot, represented and owned as aforesaid by the heirs of Mary Lightfoot Stubblefield, who are plaintiffs in this cause is dismissed without prejudice to their said claim for them to bring their action at Law for the recovery of possession of their 5+9/10,000 part. And as to the written lot of #41 acres David Mulford having settled with defendants interested therein this cause is dismissed as to said written #41 acres, at said Mulfords Cost as per agreement - As to the costs in this Court, and at the costs of Stuart Robinson, made in the Common Pleas Court.

It is therefore ordered by the Court that said David Mulford and Stuart Robinson pay the costs made herein respecting said written Lot within thirty days and in default thereof that Execution issue therefor.

And the Court further find that the said defendants occupying said Middle Lot in addition to being the owners in fee simple of an undivided interest therein, Also hold a tax title as alleged in their amended answer which the Court finds is insufficient by reason of its irregularities, to give a legal title thereto, but is sufficient to protect them for compensation for improvements and taxes under the Occupying Claimants Law. And as to all rights for such compensation this cause is remanded to the Court of Common Pleas aforesaid for adjudication in this cause.

And afterward on February 11th 1878 an entry was made on the Journal of said Court which reads as follows viz:

Entry on Common Pleas Court Journal

Harrison Dills and others
vs
Stuart Robinson et als

On mandate from the District Court.

"The District Court having entered decree in this case, in part disposing of the same and in remanding the same back to this Court of Common Pleas for further action in the premises and in order to carry into effect the order and decree in the premises of the said District Court, this cause entered upon the docket for further action per said order and cause continued.

"On October 9th 878 another entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

Harrison Dills et als.
vs
Leonard Dawn et als.

This cause is continued with leave to the Plaintiffs to file supplemental petition within thirty days.

And afterward on the 22nd day of February 879 an entry was made on the Journal of said Court which reads as follows viz:

Harrison Dills and others
vs
Stuart Robinson et others

This day came on this cause to be heard by the Court and it being made to appear by the pleadings to the Court that since the filing of the petition in this cause that Harrison Dills, Charles S. Lacy, Wm M. Lacy, Alexander

Lacey, Mary M. Taliaferro, Thomas B. Taliaferro, John Sinclair Jr. and Robert Sinclair and the heirs of Margaret W. Booth (except Jennie W. Booth) have conveyed their interest in the lands in said petition described to David Mulford one of the Plaintiffs. And it appearing further that the remaining plaintiffs Edward Stubblefield, Margaret Solomon, George Solomon, Jane Fair and William G. Fair, John Stubblefield, Albertina Scott, Jacob Scott, Samuel L. Stubblefield, Tennessee Hall, Robert Hall, Joseph King, Richard King, George R. King, Rebecca Stone, John D. Stone, Jane Henson, Thomas W. Henson, Mary Catlett, David Mulford and Jennie W. Bowen brought this action at law in this Court against the defendants Leonard Dunn, Wm. McElroy, John H. Sterling, James L. Fish and Cornelius E. Fish to recover of them the $\frac{7}{10.000}$ parts of the land in said petition described known as the middle lot of the subdivision of the survey in said petition described and that they recover judgment for said fraction of land and that under the proceedings under the order of the Court in favor of said defendants for the benefit of the occupying Claimants law, the said plaintiffs have elected to surrender their title to said fraction of land on payment of the sum at which said land was valued by the jury in a state of nature, and that by means of the order of the Court made upon said election by said plaintiffs, no partition can now be made of said lands, the title being thereby vested in defendants - Therefore on motion of defendants and by consent of plaintiffs it is ordered and decreed by the Court that the title and possession of said defendants to said lands be quieted by reason of said proceedings under the occupying claimants law as against the claim of the Plaintiffs in this cause, except as to defendants liability to pay said sums adjudged by the Court to be paid for said land by them, And the Court further order the plaintiffs to pay the costs in this cause not herefore ordered, within thirty days and in default thereof that execution issue for the same

Attest W.M. Wright Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 27th day of September A.D. 1878 Heretofore to wit: On the 24th day of August 1878 a petition was filed with the clerk of said Court which reads as follows viz:

Case No. 3052 Petition 1st

The Farmers Bank of Union County. Plaintiff

vs

Robert Gamble and Susanna Gamble Defendants

Court of Common Pleas, Union County Ohio. Petition.

"The plaintiffs say: They are a company of persons doing business within the State of Ohio under the firm name of the Farmers Bank of Union County Ohio and are not incorporated as such - On the 23rd day of July A. D. 1877 the defendant Robert Gamble made and delivered to the plaintiff his promissory note of that date and thereby promised to pay to Plaintiff or order the sum of three hundred dollars in six months after date thereof for value received - The defendant Robert Gamble on the 23rd day of July A. D. 1877 to secure the payment of said note executed and delivered to the plaintiff his mortgage deed and thereby conveyed to the plaintiffs their heirs and assigns the following lands and tenements situate in said county of Union and bounded and described as follows to wit:

Being a part of survey No #065- Beginning at a stake and stone in the center of a County Road, thence N. 9° W. (31¼) Thirty one and one fourth poles to a stake and stone- thence S. 79 ½° W. (138½) one hundred thirty eight and one half poles to a stake and stone in W. County line. thence S. ½ E (47¼) Forty seven and one fourth poles to a stake, thence N. 79 ½° E. (33¾) Thirty three and three fourth poles. thence N. 10 W (16) Sixteen poles- thence N. 79 ½° E (104¾) one hundred and four and three fourth poles to the beginning containing Thirty acres more or less- The condition contained in said mortgage deed was in substance that if the said Robert Gamble should pay or cause to be paid the said sum of three hundred dollars with interest at 8 per cent when the same became due, the the said mortgage deed to be void otherwise to be and remain

3rd in full force and virtue in law- On the 23rd day of July A. D. 1877 at 12 o'clock M. the said mortgage was delivered to the recorder and was recorded on

4th the 16th day of August A. D. 1877 in Volume 13 Page 423. The said deed has become absolute- There is due and unpaid upon said indebtedness the sum of Three Hundred Dollars with interest at 8 per cent from

5th the 22nd day of February A. D. 1878. 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

(signed) D. Ayers Attorney for Plaintiff

State of Ohio Union County ss: Joseph Sowlove being sworn says he is the Cashier and agent of the Farmers Bank of Union County, and that the facts stated and allegations in the foregoing pleading of the Farmers Bank of Union County are as affiant believes true. (signed) "Joseph Sowlove"

Sworn to before me by Joseph Sowlove and signed by him in my presence this 24th day of August A. D. 1878. "W.W. Wright Clerk"

Farmers Bank of Union County
vs
Robert Gamble et al.

Praecipe — Clerk: Issue Summons upon the petition in the above case- Endorse "Amount Claimed $300 with interest at 8 per cent from Feb. 22nd 1878- and foreclosure of mortgage- D.W. Ayers Atty for Plaintiff

And afterward on the 24th day of August 1878 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting. We command you to notify Robert Gamble and Susanna Gamble that they have been sued by The Farmers Bank of Union County in the Court of Common Pleas of Union County, and that unless they answer by the 21st day of September A.D. 1878, the petition of the said Farmers Bank 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 2nd day of September A.D. 1878- Witness my hand and the Seal of said Court this 24th day of August A. D. 1878." W.W. Wright Clerk

Seal

Endorsed "in action for foreclosure of mortgage, Amount claimed $300.00 with interest at 8% from February 22nd 1878."

Sheriffs Return — Rec'd & filed Aug. 31st 1878 and read as follows

The State of Ohio, Union County ss. Received this writ August 24th, A.D. 1878 at 3 o'clock P.M., and pursuant to its command Served the same August 30th 1878 by delivering a certified copy thereof with the endorsements thereon to the within named Robert Gamble- The within named Susanna Gamble not found in my County-

Fees $2.50

"J. J. Miller Sheriff"

Journal Entry No 3052 — Afterwards on the said Court Farmers Bank Robert Gam

Petition — fault for the allegation tiff from the plain Term the

The Com ble his wife delivered gage as and that is therefore Robert Gam to be paid tiff herein the 9th day dant to be der of sale ering the proceeds

Pleas be Virginia and for 1878. He filed with J. W. Grim vs Samuel and Louisa promised August $50.00 Augu first two copies of "A" and and Louis became the Warrington Warrington actuate in of York a the Centr corner of a

Afterward on September 27th 1878 an Entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No 3052

Farmers Bank of Union County
vs
Robert Gamble and Susan Gamble

Now comes the plaintiff herein and this cause was submitted to the Court upon its petition, the defendant Robert Gamble and Susana Gamble being in default for demurrer or answer to the petition of the plaintiff the Court find the allegation in the petition to be true: and that there is due to the plaintiff from the defendant Robert Gamble on the promissory note set forth in the plaintiff's petition, with interest thereon from the first day of this Term the sum of $313.00 That said note was overdue when suit was brought

The Court further find that the said Robert Gamble and Susana Gamble his wife, in order to secure the payment of said note executed and delivered to the said Farmers Bank of Union County their certain mortgage as in the petition described and on the premises therein described: and that said mortgage was duly recorded in Book 13 Page 423. It is therefore considered and adjudged that unless the defendant Robert Gamble within Ten days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest from the 9th day of September 1878 as aforesaid the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County, this directing him to sell said premises as upon execution and bring the proceeds into Court for further order. Attest W.M. Wright Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 4th day of February A.D. 1878. Heretofore to wit on the 28th day of December 1877 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

J. W. Grindell
vs
Samuel Welsheimer Jr.
and Louisa Welsheimer

The Plaintiff says: That on the 14th day of January A. D. 1875 the defendant Samuel Welsheimer Jr. made and delivered to Adaline Warrington his four promissory notes of that date and thereby promised to pay to paid Adaline Warrington, or bearer, the sum of $90.00 August 15th 1875 - $90.00 August 15th 1876. $100.00 August 15th 1877 and $50.00 August 15th 1878 - for value received with interest from date. Said first two notes of $90.00 each above described have been paid in full and copies of said last two notes still unpaid are hereto attached marked "A" and "B" respectively - 2nd The defendants Samuel Welsheimer Jr. and Louisa Welsheimer his wife on said 14th day of January A.D. 1875 to secure the payment of said notes executed and delivered to paid Adaline Warrington their mortgage deed and thereby conveyed to the said Adaline Warrington her heirs and assigns the following lands and tenements situate in the County of Union and State of Ohio and in the Township of York and bounded and described as follows to wit: Beginning in the Centre of the road leading from Bokes Creek to Newton at the S.E. corner of a lot deeded by Gregory Timms to the M. E. Church at McKendree

Thence S. 85° W. 8 2/10 Poles to a stake and stone at the N. E. corner of a lot ceded by Gregory Timms to the trustees of the M. E. Church as an addition to the Cemetery: Thence with the east line of said lot S. 5° E. 6 87/100 Poles to a stake and stone S. E. corner to said lot: Thence N. 85° E. about 8 2/10 Poles to the centre of said road; thence with the centre of said road N. 2 1/2 Poles E. 6 87/100 Poles to the beginning containing fifty six Poles more or less. The Conditions Contained in said deed was in substance that if said Samuel Welshimer or any one for him shall well and truly pay the above discribed promissory notes when due according to the tenor thereof then these presents shall be void otherwise to be and remain in full force and virtue in law- 3rd On the 28th day of October A. D. 1876 at 2 1/2 o'clock P. M. the said mortgage was delivered to the recorder of said County to be by him entered on record and was recorded Oct 31st 1876 in Record of Mortgages of Union County Ohio Vol. 12 Page 581 4th. Afterwards plaintiff for a full fair and valuable consideration purchased said note of $100.00 and he is now the legal owner and holder thereof - And Wm McGinnis for a full fair and valuable consideration is the owner and holder of the last discribed note- 5th, The said deed has become absolute. There is due and remaining unpaid upon said indebtedness owned and held by plaintiff the sum of One hundred and six and 11/100 Dollars with interest from the 21st day of September A. D. 1877. 6th The plaintiff therefore asks judgment against the defendant Samuel Welshimer jr. for the sum of one Hundred and Six and 11/100 Dollars with the interest thereon from the 21st day of September A. D. 1877. 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 all proper relief. "A. T. Carpenter Attorney for Plaintiff

The State of Ohio Union County ss. J. W. Grindell plaintiff being sworn says that the facts stated and allegations made in his foregoing petition are true as he truly believes. John W. X his mark Grindell Attest W. W. Alexander

Sworn to by J. W. Grindell before me and signed by him in my presence this 28th day of December A. D. 1877. W. B. Stuart Notary Public Union Co Ohio

Copies of notes

"A." $100.00 January 14th 1875. On or before the 15th day of August 1877 I promise to pay to Adaline Warrington or Trace One hundred Dollars with interest from date for value received. Samuel Welshimer Jr"

"B." $50.00 January 14th 1875. On or before the 15th day of August 1878 I promise to pay to Adaline Warrington or Trace Fifty Dollars with interest from date for value rec'd - (signed) Samuel Welshimer Jr.

Praecipe

To Clerk: Issue summons in above action returnable according to law: Endorse Action on note and mortgage- Amount Claimed $106 11 with interest from September 21, 1877. A. T. Carpenter Attorney for plaintiff

And afterward on the 28th day of December 1877 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

"The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Samuel Welshimer Jr. and Louisa Welshimer that they have been sued by J. W. Grindell in the Court of Common Pleas of Union County and that unless they answer by the 26th day of January A. D. 1878 the petition of the said J. W. Grindell against them filed in the Clerks Office of said Court, such petition will be taken as true

Journal Entry No. 2686

and judg... summons ... the Seal of ...

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Sheriffs Return

and afterwards ... of said ... J. W. Grin...

No. 2686 Entry

Samuel Wel... failing to ... plaintiff ... ises and ... the said ... the sum of ... sidered by ... dant Sam... and 44/100 D... taxed to ... the said ... to pay to ... 44/100 Dollars ... to the Sher... lands and ... sued and ... said facts ... he being ... Further or...

And afterwards ... on the Journal ... J. W. Grindell ... vs ... Samuel ... Appeal ... tion of Pl... set aside ...

And afterwards ... issued by ... "The State ...

Order of Sale

Whereas, at ... for said ... Grindell ... ed, adjourned ... for five ... of suit and

and judgment rendered accordingly. You will make due return of this summons on the 7th day of January A. D. 1878. Witness my hand and the Seal of said Court, this 28th day of December A. D. 1877 W.M. Wright Clerk

Returned and filed endorsed as follows Jan 7th 1878

Sheriffs Return

The State of Ohio Union County, ss. Received this writ December 29th A. D. 1877 and pursuant to its command Served the same Decem 31st 1877 by delivering to each of the within named Samuel Welchheimer Jr. and Louisa Welchheimer a certified copy of this writ with the endorsement thereon Fees $2.50

J. J. Miller Sheriff

And afterward on February 4th 1878 an entry was made on the Journal of said Court which reads as follows viz:

No 2686 Entry

J. W. Grindell, Plaintiff
Against
Samuel Welsheimer Jr. & Louisa Welsheimer

And now comes the said J. W. Grindell by A. T. Carpenter his attorney and the said defendants still failing to answer or demur to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises and the Court after hearing the evidence do find that there is due to the said plaintiff on the notes and mortgage in said petition described the sum of one hundred and eight and 44/100 Dollars. It is therefore considered by the Court here that the said plaintiff recover of the said defendant Samuel Welsheimer Jr. the said sum of One Hundred and eight and 44/100 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 fails for five days from the 4th day of February A. D. 1878 to pay to said plaintiff the said sum of one hundred and eight and 44/100 Dollars so as aforesaid found due with costs of suit an order issue to the Sheriff of said County of Union 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 the said sum so found due with costs of suit and that he bring the residue of the proceeds of said sale into Court subject to the further order of the Court herein.

And afterward on the 9th day of September 1878 another entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No. 2686

J. W. Grindell
vs
Samuel Welsheimer Jr et al

It appearing to the Court that the real estate ordered to be sold on an order of sale heretofore taken herein has been twice advertised and offered for sale and still remains unsold for want of bidders, Now on motion of Plaintiff by his attorney the appraisement heretofore made is hereby set aside and a new one ordered.

And afterward on the 23rd day of October 1878 an "order of sale" was issued by the Clerk of said Court which reads as follows viz:

Order of sale

"The State of Ohio, Union County ss. To the Sheriff of said County greeting: Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 4th day of February A. D. 1878, in the cause of J. W. Grindell Plaintiff and Samuel Welsheimer Jr. Defendant, it was ordered, adjudged and decreed as follows, to wit: That if the defendant fail for five days from February 4. 1878 to pay plaintiff $108.44 and costs of suit an order issue to the Sheriff of Union County Ohio Commanding

him to cause the lands and tenements described in plaintiffs petition to be appraised and sold according to law and apply the proceeds in satisfaction of costs and said claims and bring the balance of the proceeds into Court for further order.

"Description of lands." Beginning in the center of the road leading from Bokes creek to Newton at the S. E. corner of a lot deeded by Gregory Stones to the M. E. Church at McKendrie- Thence S. 85° W. 8 2/10 Poles to a stake and stone at the N. E. corner of a half acre lot deeded by Gregory Stones to the Trustees of the M. E. Church as an addition to the Cemetery; thence with the east lines of said lot S. 5° E. 6 8/100 poles to a stake and stone S. E. corner to said lot- Thence N. 85° E. about 8 2/10 Poles to the center of said road- Thence with the center of said road N. 2 1/2 Poles E. 6 8/100 Poles to the Beginning containing 56 pole more or less. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein; and that you make report of your proceedings herein to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

(Seal) Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 23rd day of October 1878 "Wm Wright Clerk"

Returned and filed December 7th A. D. 1878 Endorsed as follows viz:

Sheriffs Return

The State of Ohio, Union County ss. In obedience to the command of the order of Sale here unto annexed, I did, on the 1st day of November 1878 Summon C. L. Corey Ebenezer Cox and Henry Snell three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 1st day of November A. D. 1878, said appraisers returned to me under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at Two hundred (200) dollars. A Certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 6th day of November 1878 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 7th day of December A. D. 1878 at one o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit: five consecutive weeks; and in pursuance to said notice I did on said 7th day of December A. D. 1878, at the time and place above mentioned proceed to offer said lands and tenements at public sale, at the door of said Court House and then and there came John W. Grindle by his attorney James W. Robinson who bid for the same the sum of One hundred and thirty four (134) Dollars and said sum being more than two thirds of the appraised value thereof, and said John W. Grindle being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of One hundred and thirty four (134) Dollars. Sheriffs Fees $5.22
Appraisers Fees $1.50 Printers Fees $9.50 J. J. Miller Sheriff

And afterward on December 10th 1878 the following Proof of Publication was filed with the Clerk of said Court which reads as follows viz:

Proof of Publication

Court of C
J. W. Grind
vs.
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Entry of Confirmation of Sale

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Proof of Publication

Court of Common Pleas of Union County Ohio. Order of Sale
J. W. Grindell
vs.
Samuel Welsheimer
By virtue of the above stated writ from said Court to me directed I will offer at public sale at the door of the Court House, in Marysville, Ohio, on Saturday Decmbr 7th, 78 at or about the hour of one o'clock P. M. of said day, the following property, to-wit:
Beginning in the centre of the road leading from Bokes Creek to Newton at the S. E. corner of a lot ceded by Gregory Storms to the M. E. Church at McKendree; Thence S. 85° W. 8 2/10 poles to a stake and stone at the S. E. corner of a half acre lot ceded by Gregory Storms to the Trustees of the M. E. Church, as addition to the cemetery; thence with the east line of said lot S. 5° E. 6 8/100 poles to a stake and stone, S. E. corner to said lot; Thence N. 85° E. about 8 2/10 poles to the centre of said road; thence with the centre of said road N. 2½ E. 6 8/100 poles, to the beginning containing 5/6 poles more or less, appraised at $200.00. J. J. Miller Sheriff. A. J. Carpenter Attorney

The State of Ohio Union County SS. The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with November 6, 1878

(signed) W. O. Shearer

Sworn to and subscribed before me, this 10th day of December 1878
Wm. Wright Clerk

And afterward on February 21st 1879 an entry was made on the journal of said Court which reads as follows to-wit:

Entry of Confirmation of Sale

J. W. Grindell
vs.
Samuel Welsheimer et.al.

On motion of said plaintiff by A. J. Carpenter his attorney and on producing the return of the Sheriff of this County of a sale of real estate made by him on the 7th day of December A. D. 1878 to Jas W. Robinson (to whom as it appears to the Court, the plaintiff J. W. Grindell had prior thereto sold and assigned his said judgment) on an order of sale issued in this case and dated the 23rd day of October A. D. 1878 and the Court on examination of said proceedings being satisfied that said sale has been made in all respects in conformity to law it is ordered that the said sale and proceedings be and the same are hereby confirmed and said Sheriff is ordered to make to the said Jas. W. Robinson a deed for the lands and tenements so sold and a writ of possession is hereby awarded to put said purchaser in possession of said premises. And the Court coming now to distribute the procedes of said sale orders that the said Sheriff out of the procedes of said sale pay 1st The costs in this action taxed to $ 2nd The Taxes now a lien upon said premises amounting to $ 3rd That he pay to James W. Robinson, assignee of plaintiff the amount due to plaintiff - 4th That he next pay the amount due to William McGinnis if he have sufficient to pay it left. 5th That he pay the balance if any, to said defendant Samuel Welsheimer &c.

Attest Wm. Wright Clerk

Pleas before his Honor John L. Perlee Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of September A. D. 1878.

Heretofore to-wit: on the 14th day of November 1877 a Petition was filed with the Clerk of said Court which reads as follows viz

Petition

George Walker Plaintiff
vs.
Leroy Lane & Millie Lane

Court of Common Pleas Union County Ohio. "Petition
The Plaintiff Says.
1st On the 16th day of September 876, the defendant Leroy Lane made and delivered to plaintiff his promissory note of that date and thereby promised to pay to plaintiff or order the sum of Seventy five ($75.00) Dollars in one year from the date thereof for value received. 2nd The defendants Leroy Lane and Millie Lane his wife on the 16th day of September 1876 to secure the payment of said note, executed and delivered to the said 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 bounded and described as follows. "Being situate in the village of Irwinville State of Ohio and being one house on the east side of lot No. 6 with 24 feet front Extending back to the alley." The condition contained in said mortgage deed was in substance that if the said Leroy Lane should pay said sum of money to wit: the sum of seventy five dollars to the said George Walker or his assigns when the same became due as aforesaid with the interest thereon, then presents to be void, otherwise to remain in full force and virtue in law.
3rd On the 11th day of October 879 at 10 o'clock A.M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was by him recorded October 17th 1879 in volume of Mortgages Number 13 Page 504
4th The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the sum of Seventy five dollars with interest from the 16th day of September 877. 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. Steinson & Hollfrath Attorneys for Plaintiff

Copy of Note referred to in foregoing Petition
$75.00 One year from date I promise to pay George Walker or order the sum of seventy five dollars for value received at 6 per cent interest. September 16th 876 (Signed) "Leroy Lane"

The State of Ohio Union County ss. } George Walker being duly sworn according to law says he is the plaintiff in the foregoing action and that the facts stated and allegations in his foregoing Petition Petition are true as he truly believes
(Signed) George Walker
Sworn to before me and subscribed in my presence this 14th day of November 877 "W.W. Winget Clerk"

Praecipe

To Clerk: Issue summons upon the foregoing petition returnable according to law. "Amount claimed $75.00 and interest from September 16th 877 and Equitable relief" Steinson & Hollfrath Attorneys for Plaintiff

Summons

And afterward on the 14th day of November 877 a 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 the County of Union Greeting: We Command you to notify Leroy Lane and Millie Lane that they have been sued by George Walker in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of December A.D. 1877 the petition of the said George Walker 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 26th day of November A.D. 1877. Witness my hand and the seal

Sheriffs return

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of said Court, this 14th day of November A. D. 1877. Wm. Wingett Clerk
Endorsed "Amount claimed $75.00 and interest from September 16. 1877, And Equity relief"
Returned and filed November 23rd 1877 Endorsed as follows to wit:

Sheriffs Return

"The State of Ohio Union County ss. Received this writ November 14th A. D. 1877. And pursuant to its Command served the same November 21st 1877 by delivering to the within named Willis Lane a certified copy of this writ with the Endorsements thereon, And at the same time leaving a certified copy of this writ with the Endorsements thereon at the residence of the within named Leroy Lane.
Sheriffs Fees $2.00 J. J. Mills Sheriff-

And afterward on January 12th 1878 an answer to the foregoing petition was filed with the Clerk of said Court which reads as follows viz:

Answer

George Walker Plaintiff
Against
Leroy Lane and Willis Lane
Answer to petition of Plaintiff

Court of Common Pleas Union County Ohio-
"Answer"

And now come the defendants and for their answer to plaintiffs petition say: That on or about the 16th day of April A. D. 1876 plaintiff representing himself to be the sole owner in fee sold and conveyed to Leroy Lane, defendant, the Real Estate described in plaintiffs petition. Said conveyance was made by deed of general warranty with the usual Covenants of title and sign, The consideration therefor was one hundred and twenty five dollars which sum was then its full value and the defendant then and there paid to plaintiff Fifty dollars thereon and gave the note and mortgage set up in plaintiffs petition to secure the payment of the balance of the purchase money for said premises: The defendants say that while plaintiff sold and conveyed to said Leroy Lane all of the premises described in his said petition he was then the owner of only one undivided one half thereof and that Walker Snodgrass son of Margaut Walker was the owner in fee of the one undivided one half of said premises and is still the owner thereof and that said plaintiff is not now nor ever was the owner of, or entitled to, more than the one half of said premises- The defendants say that they are able and willing to pay the balance of the purchase money for said premises whenever plaintiff conveys unto them a good title therefor as by the covenants of his deed he is bound to do- These defendants therefore ask the protection of the Court herein and that said Walker Snodgrass be made a party defendant herein and required to set forth his title to said premises. They further ask that if plaintiff shall be unable to make good title to said premises, that he be required by order of the Court to refund to defendants the amount they have already paid with the interest thereon and cancel and surrender the note and mortgage and take a conveyance of defendants of said premises back to him or that he be compelled to accept from defendants so much as his interest in said premises was worth at the agreed price at time of sale and that he be adjudged to release defendants from the payment of any further sum or sums and for all other proper relief
A. T. Carpenter Attorney for defendants

The State of Ohio Union County ss. Leroy Lane one of the above named defendants being duly sworn says that the facts stated and allegations made in the foregoing Answer of defendants are true as affiant verily believes "Leroy Lane"
"Sworn to by Leroy Lane before me and signed by him in my presence this 2nd day of February A. D. 1878 Wm. Wingett Clerk

Reply

And afterward on January 21st 1878 a Reply to the foregoing answer was filed with the clerk of said Court which reads as follows viz:

George Walker Plaintiff
Against
Leroy Lane & Millie Lane

Court of Common Pleas Union County Ohio

Reply

And now comes the said plaintiff George Walker and for reply to the answer of defendants says, 1st That it is not true as alleged in defendants answer That on or about the 16th day of April 1876 Plaintiff represented himself to be the sole owner in fee of the premises described in Plaintiffs Petition but alleges the fact to be that at said date alleged in Plaintiffs Petition towit the 16th day of September 1876 the Plaintiff told the defendant Leroy Lane that if the Plaintiffs sister had a child living it would be an heir to said estate, and that said defendant knowing as much about the existence of said heir as the plaintiff did then agree to take Plaintiffs warranty by and for said premises. Plaintiff denies the existence of any such person as Walter Snodgrass or that such person has any interest whatever in said premises. 3rd The Plaintiff further avers that the premises described in his petition were all the real estate which his father Thomas Walker owned at the time of his death, and that for a long time prior to the death of his said father and likewise his mother Margaret Walker, the duty of taking care of and providing for his said father and mother devolved upon plaintiff and that said Couple being aged and infirm, they were a charge upon plaintiff for a long time prior to their death and that said care, trouble, and expence was worth at least $500.00 That before his death the said Thomas Walker told plaintiff that he, plaintiff was to have all of said premises described in plaintiffs petition for his trouble, care and expence as aforesaid described. That said child of his sister Margaret Snodgrass if he be living is not entitled to any part of said premises, but if the Court think differently the plaintiff prays that he may be properly made a party and that the Court may determine how much of the proceeds he is entitled to, if any. The defendants have had possession of said premises since September 1876 which at a reasonable rental would be worth $48.00, The plaintiff has paid taxes on said premises during the time said defendants have occupied the same to the amount of about $6.00 and that therefore he ought not to be required to refund to defendant the $50.00 as prayed for in defendants answer. The plaintiff further avers that during the life time of the said Thomas M. Walker he entered into a contract with him by which he was to have said property described, and under that contract took possession of the same and held the same until the said sale to said Lane, And this amendment is made by leave of Court and consent of parties. The plaintiff denies each and every allegation in defendants answer not admitted in his Petition and in this reply - Whereupon plaintiff having fully replied prays as he has prayed in his Petition -

Sturgeon & Hollenbeck Plaintiffs Attorneys

The State of Ohio, Union County S.S. George Walker being duly sworn says the facts set forth and allegations in his foregoing reply are true as he verily believes (Signed) "George Walker"

Sworn to before me and signed in my presence this 21st day of January 1878 "W.W. Winget Clerk"

And afterward on February 6th 1878 an entry was made on the Journal of said

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Order of Sale

Court which reads as follows to wit:

2642 Journal Entry

George Walker vs. Leroy Lame et al

This day this cause came on to be heard upon the petition and answer and it appearing from the pleadings that Thomas Morrison Snodgrass, claims or is claimed, to be interested in the determination of the questions at issue in this cause and upon motion of defendants it is ordered by the Court that said Thomas Morrison Snodgrass be made a party defendant in this case. and it appearing that said Thomas Morrison Snodgrass is not a resident of the State of Ohio it is ordered by the Court that he be notified of the pendancy and object of this suit by publication of notice for six weeks in the Marysville Journal of said County and this cause is Continued for the purpose of bringing in said party.

And afterward on May 4th 1878 another entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

George Walker vs Leroy Lame et Thomas M. Snodgrass

Continued with leave to all parties in said case to amend to amend and reform their pleadings in 30 days from rising of Court.

"And afterward on September 21st 1878 another entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

George Walker vs. Leroy Lame Et als

This day came on this case for hearing upon Plaintiffs Petition and the pleadings, and was argued by Counsel, and in case No. 2876 in this court the jury having returned a verdict in favor of the said George Walker Plaintiff in this action upon his legal title and ownership and title to said property described in the petition in this action, and the Court being fully advised in the premises, do find that the proceedings in this action are in all respects regular and according to law, that said mortgage was duly executed and delivered by the defendants Lewis to the plaintiff, that the same was duly recorded and is a first lien on the premises described, that the conditions of said mortgage is broken and the plaintiff is entitled to have the defendants equity of redemption foreclosed and that said Millie Lame is not entitled to dower in said premises. It is therefore considered and decreed that unless the defendants shall within 10 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff the sum of $79.50 with interest from the 9th day of September 1878 according to the terms of said mortgage and, the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and to bring the proceeds into Court for further order.

"And afterward on the 11th day of October 1878 an Order of Sale was issued by the Clerk of said Court which reads as follows to wit:

Order of Sale

The State of Ohio, Union County ss. To the Sheriff of said County - Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 21st day of September A. D. 1878 in the cause of George Walker Plaintiff and Leroy Lame et al. Defendants it was ordered, adjudged and decreed as follows, to wit: That unless the Defendants shall within 10 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to

the Plaintiff the sum of $79.50 with interest from the 9th day of September 1878. That an order of sale issue to the Sheriff of this County Commanding him to appraise and sell the property described in plaintiffs Petition and bring the procuds into Court for further order, To wit: The following lands and tenements, situate in said County of Union, and bounded and described as follows; Being situate in the Village of Unionville, State of Ohio and being one house on the east side of lot No. 6 with 24 feet front extending back to the alley- We Therefore Command You, That you procud to carry said order, judgment and decree into execution agreeably to the tenor-thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on execution and that you apply the procuds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein; and that you make report of your proceedings herein to our Court of Common Pleas, within sixty days from the date hereof, and bring this order you. Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 11th day of October 1878- W.W. Wright Clerk

Sheriffs Return

Returned and filed endorsed as follows viz: On November 22nd 1878 The State of Ohio Union County ss I In obedience to the Command of the order of sale hereto annexed, I did, on the 16th day of October 1878 summon William H. Cartmell, S.W. Dunfee and Thomas West three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 16. day of October A. D. 1878 said appraisers returned to me, under their hands and seals that the did upon actual view of the premises, estimate and appraise the real value in money of the same at one hundred and twenty five (125) Dollars. A Certified copy of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County. And on the 23rd day of October 1878 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said county, on the 23rd day of November A. D. 1878 at one oclock P. M. of said day. And having advertised the said lands and tenements for more than thirty days prious to the day of sale to wit: five Consecutive weeks: and in pursuance to said notice, I did, on said 23rd day of November A. D. 1878, at the time and place above mentioned, procud to offer said lands and tenements at public sale, at the door of said Court House, and then and there came George Walker who bid for the same the sum of Eighty four (84) Dollars and said sum being more than two thirds of the appraised value thereof, and said George Walker being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Eighty four (84) Dollars- Sheriffs Fees $4.62 Appraisers Fees $1.50 Printers fees $6.00 J. J. Miller Sheriff

Proof of Publication

And afterward on February 6th 1879 the proof of publication was filed with the clerk of said Court which reads as follows viz:

George Walker vs. Leroy Lane et al } Court of Common Pleas, Union County, Ohio, Order of Sale

By virtue of the above stand writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the door of the Court house in Marysville, Ohio, Saturday November 23rd

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1878 at or about the hour of one oclock P. M., of said day the following property to wit: Situate in the County of Union and State of Ohio, being 24 feet front, extending back to the alley, off the east side of lot No. 6. in the village of Marysville in said county and State. Appraised at $125.00 J. J. Miller Sheriff.

Stevenson & Rothfuss Attorneys

The State of Ohio Union County, ss. } The undersigned being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a news paper of general circulation in the County of Union, The first publication beginning with Oct 23, 1878. D.O. Stearns

Sworn to and subscribed before me this 6th day of February 1879 Wm. Winget Clerk

Attest Wm. Winget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio on the 25th day of February 1878. Heretofore to wit: On the 5th day of December A. D. 1877 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Court of Common Pleas Union County Ohio. Petition.

James W. Rinehart & Ex rs. Charles P. Ballard and Lifford H. Pursell doing business under firm and style name of Rinehart Ballard & Co. Plaintiffs

vs.

Lyman E. Smith, May Smith, E. E. Davidson Lydia Davidson, John Woodruff and Smith,

The Plaintiffs say: On the 22nd day of February A. D. 1876 the defendants Lyman E. Smith and May Smith made and delivered to the plaintiffs under their firm name of Rinehart, Ballard and Company their promissory note of that date and thereby promised to pay to the order of plaintiffs the sum of five hundred eighty six and 75/100 dollars on November 2nd 1877 after the date thereof for value received. A copy of said note is hereto attached marked "A". The defendants Lyman E. Smith and May Smith on the 22nd day of February A. D. 1877 to secure the payment of said note executed and delivered to the plaintiffs their mortgage deed and thereby conveyed to the plaintiffs, their heirs and assigns, the following lands and tenements situate in said County of Union - Situate in Union County Ohio and in Claiborne Township, part of Survey No. 6161. Being lot number Eight (8) containing 64 acres and 60 poles. Part of Military Survey No 6161 according to a survey made by Lewis W. Lifford June 1st 1850. For further particulars see record plat of said land, duly recorded in the Recorders office in Union County Ohio. Being same track of land deeded by Daniel Whisler and others to Hiram Smith by deed bearing date January 19th 1855 and being the premises which said Lyman E. Smith and May Smith now live on - Excepting from the above fourteen acres (14) Sold to Joseph Rogers Dec 1876. The condition contained in said Mortgage was in substance that if the said Lyman E. Smith and May Smith or either of them should pay or cause to be paid to said Rinehart Ballard and Company their promissory note of even date with said Mortgage deed for the sum of five hundred Eighty six and 75/100 Dollars ($586.75) November 2nd 1877 then the said mortgage deed to be void. On the 3rd day of April A. D. 1877 at 8 oclock A. M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was

recorded on March 14th 1877 in Volume 13, Page 196 in record of Mortgages in said County of Union- The said mortgage has become absolute- There is due and remaining unpaid upon said indebtedness the sum of Five Hundred & Eighty six and 75/100 Dollars ($586.75/100) with interest from November 2nd A.D. 1877. Plaintiffs are informed that E. E. Davidson and Lydia Davidson, also John Woodruff and Smith have some interest in the premises herein described- The plaintiff therefore asks that said mortgage may be foreclosed the said premises ordered to be sold and Procuds applied to the payment of said indebtedness and execution awarded for the balance, and that said E. E. Davidson, Lydia Davidson, John Woodruff and Smith may be made parties defendant and required to introduce proof of their interest if any they have in said premises and that such orders be made as equity may require.

Robinsons & Piper Attorneys for Plaintiffs

State of Ohio Union County ss} L. Piper being duly sworn says he is one of the attorneys of the above named Rinehart Ballard and Company duly authorized in the premises, that said Company and all the individual members of said Company are non residents of said County of Union and are now absent therefrom and that the facts stated and allegations in the foregoing Petition of Rinehart Ballard and Company are true as affiant believes. L. Piper,

Sworn to before me by L. Piper and by him subscribed in my presence this 5th day of December A. D. 877. W. M. Winget Clerk.

"A" Copy of note mentioned in Petition "$586 75/100. Marysville Ohio February 22nd 1877. On November 2nd 1877 after date as principal debtors we jointly and severally promise to pay to the order of Rinehart Ballard and Company five hundred Eighty six and 75/100 dollars for value received."

(signed) Lyman E. Smith, May X Smith- Attest H. A. Browning

Precipe To Clerk: Issue summons upon the petition (marks) in the above case returnable according to law to Lyman E. Smith, May Smith, E. E. Davidson, Lydia Davidson, John Woodruff and Smith - "Endorse Foreclosure of Mortgage, Amount Claimed $586 75/100 with interest from November 2nd 1877

Robinsons & Piper attorneys for Plaintiffs

And afterwards on the 5th day of December A. D. 877 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting We command you to notify Lyman E. Smith, Mary Smith, E. E. Davidson Lydia Davidson, John Woodruff and Smith that they have been sued by Rinehart, Ballard & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of January A. D. 1878 the Petition of the said Rinehart Ballard & Co. 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 17th day of December A. D. 877. Witness my hand and the seal of said Court this 5th day of December A. D. 877. W. M. Winget Clerk.

Sheriffs Return Returned and filed endorsed as follows on December 17th 877 to wit: The State of Ohio, Union County, ss. Received this writ December 5th A. D. 877 at one o'clock P. M., and pursuant to its command, served the same December 11th 877 by delivering to W. P. F. Smith a certified copy of this writ with the endorsements thereon and the same day leaving certified copies at the place of residence of the within named Lyman E. Smith and Mary Smith

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And afterward on February 25th 1878 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No. 2660

Rinehart Ballard & Co
vs
Lyman E. Smith et als

This day this cause came on to be heard and the Plaintiff came by his attorney and the defendants being in default for answer and demurrer, the Court find that the allegations of the Petition are confessed by them to be true, that the defendants Lyman E. Smith and Mary Smith executed and delivered to the Plaintiffs Rinehart Ballard & Co. the mortgage sued in the Petition described and on the premises therein described that said mortgage was duly recorded in Book 13 page 196 in the Record of Mortgages of said County of Union and is the first and best lien on the premises described in the petition. The Court further find that the condition of defeasance in said mortgage has been broken and that the said Plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the said defendants shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to said Plaintiffs the sum of five hundred ninety five and 55/100 ($595-55/100) Dollars with interest from the 4th day of February A. D. 1878 according to the terms of said mortgage and the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of said County of Union commanding him to appraise advertise and sell according to law and bring the proceeds into Court for further order.

Attest W. M. Winget Clerk

X

Farmers Bank
vs.
Daniel McPeck et al.

No 2860

Pleas before his honor John L. Perry Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 15th day of May A. D. 1878. Heretofore to wit: On the 6th day of April 1878 a Petition was filed with the Clerk of said Court which reads as follows to wit:

Petition

In Court of Common Pleas Union County Ohio. Petition
Farmers Bank of Union County. Plaintiff
vs.
Daniel McPeck, Jennie McPeck & Orud McPeck

The Plaintiff says, it is a company formed for the purpose of carrying on and doing business within the State of Ohio - and are not incorporated as such. That on the 28th day of June A. D. 1875 the defendants Daniel McPeck and Orud McPeck made executed and delivered to James Guy his promissory note of that date and thereby promised to pay to said James Guy or bearer the sum of Six Hundred Dollars on or before the 1st day of December 1877 with interest after December 1st 1875. That the plaintiff has purchased said note before the same became due and the same has been duly transfered and delivered to the plaintiff, and it is now the legal holder and owner thereof. A copy of the note herein sued upon is hereto attached and made a part of this petition. That the defendants Daniel McPeck and Orud McPeck on said 28th day of June 1875 to secure the payment of said note executed and delivered to the said James Guy their mortgage deed and thereby conveyed

to said James Guy his heirs and assigns the following lands and tenements situate in said County of Union and State of Ohio- Being part of survey No. 9918 Beginning at a stone and 2 elms, South west corner to Lot No. 2 of the subdivision of said survey 9918 and in the South line of said survey- Thence with the west line of said Lot N 10 3/4 W. 203 32/100 poles to a stone in the centre of the Essex and East Liberty Road- Thence with the centre of said road N. 60 E. 43 42/100 poles to a stone- Thence South 10 3/4 E. 218 poles in the line of said survey, South 79 1/2 West 41 poles to the beginning containing Fifty Three acres and one hundred and Fifty seven poles more or less- The condition contained in said mortgage was in substance that if the said Daniel McPeck and Orna McPeck Should pay or cause to be paid the said note when the same became due with the interest thereon then said mortgage Should be void otherwise to be and remain in full force and virtue in law- That on the 30th day of August A.D. 1875 at 4 oclock P.M. said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded in Volume 11 Page 559. That on the 1st day of March 1878 $20.17 was paid on said note- That said mortgage was given to secure the purchase money due on said lands from the said Daniel McPeck and Orna McPeck- That said mortgage and has become absolute and there is now due from said Daniel McPeck and Orna McPeck to Plaintiff on said indebtedness the sum of six Hundred and sixty three, and eighty three cents with interest from the 1st day of March 1878. The plaintiff is also the owner and has the possession of said mortgage securing said note- The plaintiff therefore asks judgment against said Daniel McPeck and Orna McPeck for said sum of six Hundred and sixty Three dollars and eighty Three cents with interest from the 1st day of March 1878. That said mortgage may be foreclosed, the said premises ordered to be sold and the Proceeds applied to the payment of said indebtedness and Execution awarded for the balance

D. W. Ayers Attorney for Plaintiff

State of Ohio Union County ss. } Joseph Newlove being sworn makes oath that he is the Cashier of the said Farmers Bank of Union County and is a member of said Company and the agent thereof and that the facts stated in the forgoing petition are true as he believes- "Joseph Newlove"

Sworn to by Joseph Newlove before me and signed by him in my presence this 6th day of April 1878 Wm. Wright Clerk

Copy of note

"Ephalia O. June the 18th 1875- On or before the first day of December 1877 "we or either of us promise to pay James Guy or bearer six Hundred Dollars "value Recd with interest after December 1st 1875. (Signed) Daniel McPeck "O. McPeck. (Endorsed) "James Guy" Interest paid $20.17 1878 March 1st

Praecipe

Farmers Bank of Union County
vs
Daniel McPeck & Orna McPeck
Amount Claimed $663 83 with interest from March 1st 1878

Clerk; Issue summons upon the petition in the above case returnable according to law" Endorse- Foreclosure of Mortgage, a-

D. W. Ayers Attorney for Plaintiff

Summons

And afterwards on the 6th day of April A.D. 1878 a 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 the County of Union, greeting; We command you to notify Daniel McPeck, Jennie McPeck, Orna McPeck that they have been sued by the Farmers Bank in the Court of Com-

Journal Entry Decree

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mon Pleas of Union County, and that unless they answer by the 4th day of May A. D. 1878 the petition of the said Farmers Bank against them filed in the Clerk's 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. 1878. Witness my hand and the seal of said Court, this 6th day of April A. D. 1878. Wm. Wright Clerk. By Jacob Randall Deputy.

Sheriffs Return

Returned and filed April 9th 1878 Endorsed as follows viz:
The State of Ohio, Union County ss. Received this Writ April 6th A. D. 1878: and pursuant to its command made service April 8th 1878 by delivering to each of the within named Daniel McPeck and Jennie McPeck a certified Copy of this writ with the Endorsements thereon, the within named Orad McPeck not found in my County. Fees $3 30/100. J. J. Miller Sheriff.

"And afterwards on the 15th day of May 1878 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry Decree

Farmers Bank of Union County
vs.
Daniel McPeck, Jennie McPeck & Orad McPeck, Defendants

Now came the plaintiff herein and this cause was submitted to the Court upon its petition, the defendants being in default for demurrer or answer to the petition of the plaintiff, the Court find the allegations in the petition to be true and that there is due to the plaintiff from the defendants Daniel McPeck and Orad McPeck on the promissory note set forth in the plaintiffs petition, with interest from the first day of this Term (April 29th 1878) the sum of $670 ⁰⁰/₁₀₀. That said note was overdue when suit was commenced and that the plaintiff purchased the said note and the mortgage securing the same as alleged in the petition for a valuable consideration before the same became due and is now the legal holder and owner thereof. The Court further find that in order to secure the payment of said note, the defendants Daniel McPeck, Orad McPeck and Jennie McPeck. Executed and delivered to James Guy their certain mortgage as in the petition described and on the premises therein described, and that said mortgage was duly recorded in Volume 11 Page 559 of the Records of Mortgages of Union County Ohio. and is the first and first lien on the premises described in the petition. It is therefore considered and adjudged that unless the defendants Daniel McPeck and Orad McPeck within 5 days from the entering of this decree pay or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff the sum so found due, as aforesaid, with interest from the first day of the Term as aforesaid. That the defendants Equity of Redemption be foreclosed, and said premises shall be sold: And an order of sale shall issue therefor to the Sheriff of Union County Ohio directing him to sell as upon execution and bring the proceeds into Court for further order.

Attest Wm. Wright Clerk

Please before his honor John L. Porter Judge at a Court of Common Pleas Term and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 4th day of February A. D. 1878. Heretofore to wit: on the 30th day of November 1877 a petition was filed with the Clerk of said Court which reads as follows to wit-

one

Petition

Leonard Griffin Plaintiff
vs
Charles W. Carlin and Israel Carlin

Court of Common Pleas Union County Ohio
The Plaintiff says 1st That on the 22nd day of March 875 the defendants made and delivered to Plaintiff their promisson note of that date and thereby promised to pay to Plaintiff or order the sum of one hundred and forty four Dollars and 44/100 in two years after the date thereof for value recived, 2nd The Defendant Charles W. Carlin on the 22nd day of March 875 to secure the payment of said note 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 and bounded and described as follows. Beginning in the Centre of Mill Creek on Elisha Whites land line, Thence S 29° West 12 4/4 poles to two dead beech saplings, Thence S. 8° E. 12 poles to dog wood saplings, Thence S. 8° W. 5 4/4 poles to a sugar and ash corner to James Ford's land Thence N. 82° W. 38 poles to the Centre of the County road Thence with said road N. 51° West 52 poles to a large white oak stump in the road and Samuel Griffins line, Thence N. 8° E. (194) one hundred and ninety four poles to the creek crossing the first branch of the Creek at 182 poles and so with the meanders of said creek to the beginning, One hundred acres more or less. 3rd On March 26, 1875 at 10 oclock A.M. the said mortgage was delivered to the Recorder of said County to be by him called on the record, and was recorded April 5th 1875 in record of Mortgages Vol. 11 Page 312, 4th, The said debt has become absolute, There is due and remaining unpaid upon said indebtedness the sum of ($144 44/100) one hundred and forty four Dollars and forty four cents, and interest on the same since March 22nd 1875. 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 costs and execution awarded for the balance. "Stimson & Hollingsworth Attorneys for Plaintiff"

The State of Ohio Union County ss. John Hamilton being duly sworn according to law says that he is the agent of the above named Leonard Griffin duly authorized in the premises, That said Leonard Griffin is now absent from said County of Union and that the facts set forth in the above petition of Leonard Griffin are within the personal knowledge of this affiant and that the facts stated and allegations in the foregoing petition of Leonard Griffin are true as affiant truly believes,

"John Hamilton"

Sworn to before me and subscribed in my presence this 30th day of November 1877

W.M. Wright Clerk

"Copy of note refered to in foregoing petition." "$144 44/100 March 22 1875 Two years after date we promise to pay to the order of Leonard Griffin one hundred forty four 44/100 dollars, Value recived with 6 per cent interest from date (signed) C. W. Carlin, Israel Carlin"

Praecipe

Leonard Griffin
vs
C.W. Carlin & Israel Carlin

Clerk; Issue summons upon the foregoing Petition returnable according to law. Endorse, "Foreclosure of Mortgage, Amount claimed $144 44/100 and interest at 6 per cent since March 22nd 1875. Stimson & Hollingsworth attorneys

Summons

And afterwards on November 30th 1877 a 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 the County of Union. Greeting: We command you to notify Charles W. Carlin and Israel Carlin that they have been sued by Leonard Griffin in the Court of Common Pleas of Union County, and that

Sheriffs Minutes

Journal Entry 2657

unless they Leonard G petition will make due Witness my D. 1877

Returned The State A. D. 1877, Same Defendants Charles W. Endorsement

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vs.

Charles W. Ed in the P tiff on the first day

The Court note the c certain R described, of the Reco ted and W. Carlin of this de Costs in and Sheriff refunded and be sold, a ion County bring the p

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No. 2858

Petition

Thomas J. and Nelso the Comm before to the Clerk Farmers

unless they answer by the 29th day of Decmbr A. D. 1877 the petition of the said Leonard Griffin against them filed in the Clerk's Office of said Court such petition will be taken as true, and judgment rendered accordingly. You are make due return of this Summons on the 10th day of Decmbr A. D. 1877. Witness my hand and the seal of said Court this 30th day of Novmbr A. D. 1877 W. H. Wright Clerk

Sheriffs Return

Returned and filed Decmbr 10th 1877 Endorsed as follows to wit: The State of Ohio, Union County, ss. } Received this writ Novmbr 30th A. D. 1877, at one oclock P. M., and pursuant to its command Served the same Decmbr 5th 1877 by delivering to each of the within named defendants Charles W. Carlin and Israel Carlin a certified copy of this writ with the Endorsements thereon, Fees $2.30, J. J. Miller Sheriff

Journal Entry 2657

And afterward on the 4th day of February 1878 an entry was made on the Journal of said Court which reads as follows viz:

Leonard Griffin Plaintiff
vs.
Charles W. Carlin & Israel Carlin

} Now came the plaintiff herein and the defendants being in default for answer and demurrer and the Court being fully advised in the premises do find that there is due from the Defendants to the plaintiff on the Promissory note set forth in the petition with interest to the first day of this Term the sum of $144 and interest of $26.00 in all $170.00.

The Court further find that in order to secure the payment of said note the defendant Charles W. Carlin executed and delivered his certain mortgage as in the Petition described and on the premises therein described, that said mortgage was duly recorded in Book 11 Page 312 of the Record of Mortgages of Union County Ohio. It is therefor Considered and adjudged by the Court, that unless said Defendants Charles W. Carlin and Israel Carlin shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the Costs in this Case and to the said plaintiff the sum of one hundred and seventy Dollars according to the Terms of said mortgage and, The Defendants Equity of Redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Attest W. H. Wright Clerk

No. 2858

Farmers Banks of Union County
vs.
Thomas J. McAdow et. als.

} Pleas before his Honor John L. Perlee Presiding Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 15th day of May 1878. Hereto fore to wit: On the 6th day of April A. D. 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Farmers Banks of Union County, Plaintiff
vs.
Thomas J. McAdow. Marion McAdow, Emily J. Davis Elizabeth Little and Parker J. Wyeth, Defts.

} In the Court of Common Pleas Union County Ohio. The plaintiffs say, That it is a Company formed for the purpose of carrying on and doing business within the State of Ohio and not incorporated as such. 1st Its first cause of action is founded upon a promissory note of which the following is a copy. with the credits thereon,

"On or before the 1st day of April 1877 I promise to pay Finley D. Davis or order
"the sum of four hundred dollars with interest from the 1st day of April 873
"for value received this 18th day of Decmbr 1872 (signed) T. J. McAdow
" Received August 27th 1877 - $32.2[illegible] (Endorsed) "F. D. Davis"
2nd Its second cause of action is founded upon a promissory note of which the
following is a copy - "On or before the 1st day of April 1878 I promise to
pay Finley D. Davis or order the sum of four hundred dollars with interest
from the 1st day of April 1873 for value rec'd this 18th day of Decmbr 1872
(signed) "T. J. McAdow" Endorsed "F. D. Davis." That on the said 18th day
of Decmbr 1872 said Thomas J. McAdow made and delivered to the said
Finley D. Davis Two other promissory notes of that date and thereby prom-
ised to pay the said Finley D. Davis or order in one of said notes due 1879 the
sum of four hundred dollars with interest at 6 per cent from the date thereof
In the other one of said notes he, the said Thomas J. McAdow promised to pay
to the said Finley D. Davis the sum of Three Hundred dollars on or before the 1st
day of April 1880 with interest from April 1st 1873 - That the plaintiff for
a valuable consideration purchased all of said notes & for the same transfer-
red: and they have all been duly transferred and delivered to the plaintiff
and it is now the legal holder and owner of the same - A copy of the last two
above described notes due in 1879 and 1880 is hereto attached marked respect-
ively "A" and "B" That the defendant Thomas J. McAdow on said 18th day
of Decmbr A. D. 1872 to secure the payment of said notes executed and de-
livered to said Finley D. Davis his mortgage deed of that date and thereby con-
veyed to said Finley D. Davis his heirs and assigns the following lands and tene-
ments situate in said County of Union and State of Ohio, and part of mil-
itary survey No. 3239 known as Lot No 6 bounded and described as follows, Be-
ginning at an ash, Elm and Beech N. 26. corner to Lot No 5. Thence N. 83° 40'
75 1/4 poles to an ash and elm in the south line of Lot No 3. Thence S. 7° 20'
W. 210 poles to two Beeches and ash in the original South line. Thence with
said line N. 83° 40' E. to the beginning containing seventy acres more or
less. The condition contained in said mortgage deed was in substance that
if the said Thomas J. McAdow should pay or cause to be paid the said notes
when the same became due with the interest thereon then said mortgage should
be void otherwise to be and remain in full force and virtue in law. That on
the 22nd day of Decmbr A. D. 1878 at 4 o'clock P. M. the said mortgage was
delivered to the Recorder of said County of Union to be by him entered on the
Record and was recorded on the 31st day of Decmbr 1873 in Volume 10 Page
385. That said notes and mortgage were given to secure the purchase money
on the said lands. That said mortgage deed has become absolute and there is
due and remaining unpaid from said Thomas J. McAdow to Plaintiff on
the first above described promissory note the sum of four hundred and Sev-
enty eight Dollars and Fifty six cents with interest from the 27th day of Aug-
ust 1877. There is due from the defendant Thomas J. McAdow to the Plain-
tiff on the second promissory note above described the sum of Four Hundred
Dollars with interest from the 1st day of April 1873. That the plaintiff is the
owner of and has possession of said mortgage securing said notes. That Fin-
ley D. Davis Elijah Linn and Parker J. Wyeth as Plaintiff is informed and
believes, claims some interest in said lands. Plaintiff therefore prays that
they may be made parties to this suit and required to answer and set forth

Copies of said notes "A" & "B."

Praecipe

Summons

Seal

Sheriff's return

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whatever interest they or either of them may claim in said lands. The plaintiff therefore asks judgment against said Thomas J. McAdow for said sums of Four Hundred and seventy eight Dollars and Fifty six Cents with interest from the 27th day of August 1877. and Four Hundred Dollars with interest from the 1st day of April 1872. That said mortgage may be foreclosed, the said premises ordered to be sold and the proceeds applied to the payment of said indebtedness now due: and that the balance of said proceeds be brought into Court subject to its further order when said other notes become due: and for such other and further relief as the Case may require D.W. Ayers Attorney for Plaintiff

State of Ohio Union County ss: Joseph Newlove Kingsmow makes oath that he is the Cashier of the said Farmers Bank of Union County and is a member of said Company and the agent thereof and that the facts stated in the foregoing petition are true as he believes. Joseph Newlove.

Sworn to before me by Joseph Newlove and signed by him in my presence This 6th day of April 1878 W.M. Wright Clerk

Copies of said notes "A" + "B."

"A." On or before the 1st day of April 1879 I promise to pay Finley D. Davis or order the sum of Four Hundred Dollars with interest from the 1st day of April 1873 for value rec'd. This 18th day of Decmbr 1872. "T. J. McAdow"

"B." One year after the 1st day of April 1880 I promise to pay Finley D. Davis or order the sum of Three Hundred Dollars with interest from the 1st day of April 1873 for value received this 18th day of Decmbr 1872. "T. J. McAdow"

Praecipe

Farmers Bank of Union County Plaintiff
vs.
Thomas J. McAdow, Manilla McAdow
Finley D. Davis, Elizah Liston & Peter J. Wyeth
Court of Common Pleas Union County Ohio, "Clerk: Issue summons upon the petition in the above case returnable according to law endorsed, Amount claimed $478.56 with interest from the 27th day of August 1877. And Four Hundred Dollars ($400) with interest from the first day day of April 1872. and for foreclosure of Mortgage
D.W. Ayers Attorney for Plaintiff

And afterward on the 6th day of April A. D. 1878 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify Thomas J. McAdow, Manilla McAdow, Finley D. Davis, Elijah Liston and Peter J. Wyeth that they have been sued by the Farmers Bank of Union County in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of May A. D. 1878 the petition of the said Farmers Bank against them filed in the Clerk's 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. 1878. Witness my hand and the seal of said Court this 6th day of April A. D. 1878. Wm. Wright Clerk

(Seal)

Sheriffs return

Returned and filed April 15th 1878 Endorsed as follows to wit:
The State of Ohio, Union County, ss. Received this writ April 6th A. D. 1878, And pursuant to its command served the same April 11th 1878 by delivering to Manilla McAdow and F. D. Davis each a certified copy of this writ with the endorsements thereon and on the same day by leaving at the residence of the within named Elijah Liston a certified copy of this writ with the endorsements thereon, And on the same day leaving a certified copy of this writ

with the Endorsements thereon at the residence of the within named Thomas J. McAdow- And on Aprie 11th 1878 delivering to the within named P. J. Wyeth a certified copy of this writ with the endorsements thereon. Sheriffs Fees $ 30/100

J. J. Miller Sheriff By S. M. Landon Deputy-

And afterward on April 27th 1878 An Answer and Cross Petition was filed with the Clerk of said Court which reads as follows viz:

Answer & Cross petition of P. J. Wyeth

Farmers Bank of Union County Ohio, Plaintiff

against

Thomas J. McAdow, Martha McAdow, Finley D. Davis, Elijah Listen & Parker J. Wyeth Defendants

} Court of Commons Pleas Union County Ohio-

And now comes the defendant Parker J. Wyeth and for his answer to plaintiffs petition and by way of Cross Petition says: That on the 26th day of January A. D. 1877 the land described in plaintiffs petition was sold for taxes to this defendant for the sum of Thirty two and 26/100 Dollars- That on the 17th day of November A. D. 1877 he paid the further sum of Eleven 75/100 Dollars taxes thereon- This defendant therefor claims a lien on said premises for the amount he has paid thereon as taxes together with the penalty and interest. 2nd This defendant says that on the 14th day of January A. D. 1876 Elijah Listen having become the owner of the land described in the plaintiffs petition executed and delivered his promissory note to Finley D. Davis or bearer in part payment therefor- of even date therewith for the sum of One Thousand Dollars at 8% interest payable annually from date and due and payable three years from date. (A Copy of said note is hereto attached marked "A.")

3rd That on said 14th day of January A. D. 1876 to secure the payment of said note the defendants Elijah Listen and Harriet Listen his wife- whom this defendant prays may be made a defendant herein- executed and delivered to the defendant Finley D. Davis their mortgage deed and thereby conveyed to the said Finley D. Davis all of the land described in plaintiffs petition. The condition contained in said mortgage deed was in substance that if the said Elijah Listen or any one for him should well and truly pay the aforesaid promissory note according to the tenor thereof when due then this conveyance to be void, otherwise to be and remain in full force and virtue in law.

4th On the 2nd day of January A. D. 1876 at 1/2 o'clock P. M. the said mortgage deed was delivered to the recorder of said County to be by him entered on record and was recorded the same day in Record of Mortgages Book No. 12 Page 120.

5th The said Finley D. Davis on the 27th day of October A. D. 1876 for a full, fair and valuable consideration sold and transferred said above described note by his indorsement and guaranty & mortgage to this defendant and he is now the legal owner and holder thereof. 6th The said deed has become absolute- There is now due and remaining unpaid upon said indebtedness the sum of one Hundred and Sixty Dollars with interest on Eighty Dollars from January 14th 1877 and interest on Eighty dollars from January 14th 1878. 7th, On the days said interest became due no part thereof was paid, although said note was then presented to the said Elijah Listen for payment of said interest all of which the said Finley D. Davis had then due notice. 9th The defendant Elijah Listen is liable on said note as maker and the said Finley D. Davis as indorser and guarantor. This defendant therefore prays that he may be protected in the premises and his said tax lien enforced and ordered to be paid out of the proceeds of the sale of said land according to its priority- The plaintiff also asks judgment against the defendants Elijah Listen and Finley

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Copy of Note

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Praecipe

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F. Davis for the Sum of One Hundred and Sixty Dollars with interest on Eighty Dollars from January 14th 1877 and interest on Eighty Dollars from January 14th 878 and that said mortgage may be foreclosed and said premises ordered to be sold and the proceeds applied to the payment of his said debt according to its priority with that of the plaintiff, and for all proper relief.

A. T. Carpenter Attorney for Plaintiff

The State of Ohio Union County ss. Parker J. Wyeth Defendant being sworn says the facts stated and allegations contained in his foregoing petition are true as he verily believes. Parker J. Wyeth

Sworn to by Parker J. Wyeth before me and signed by him in my presence this 27th day of April 878. W. M. Wright Clerk By Tabor Randall Deputy

Copy of Note

$1.000 00 York Centre Ohio January 14th 876. Three years after date I promise to pay to Finley D. Davis or Bearer One Thousand Dollars with interest from date at Eight per cent per annum to be paid annually. "Elijah Dixon"

Praecipe

To Clerk: Issue summons upon this Cross petition for Garnish Dixon Edmunds according to law. Indorse amount claimed $160 00 with interest on $80 00 from January 14th 877 and interest on $80 00 from January 14th 878 and Foreclosure of mortgage and enforcement of Lis-lien. A. T. Carpenter Attorney for defendant Wyeth

And afterwards on May 15, 878 an Entry was made on the Journal of said Court which reads as follows viz:

No 2858 Equity

Farmers Banks of Union County
vs.
Thomas J. McAdow et. als.

Now came the plaintiff Farmers Banks and this cause was submitted to the Court upon its Petition and the answer and Cross petition of Parker J. Wyeth, the other defendants Thomas J. McAdow Martha McAdow, Finley D. Davis, Elijah Dixon and Garnish Dixon being in default for demurrer or answer to the petition of the plaintiff the Court find the allegations in the petition to be true and that there is due to the plaintiff from the defendant Thomas J. McAdow on the first promissory note set forth in plaintiffs petition with interest from the first day of this term the sum of $408 83 and on the second note set forth in plaintiffs petition with interest from the first day of this term the sum of $346 00, That said note were overdue when suit was commenced, and that two other notes set forth in said petition are not yet due, and that the plaintiff purchased all of said note and mortgage securing the same for a valuable consideration before the same became due and is now the legal holder and owner of the same. The Court further find that in order to secure the payment of said note the defendants Thomas J. McAdow and Martha McAdow his wife executed and delivered to said F. D. Davis their certain mortgage as in the petition described and on the premises therein described. And that said mortgage was duly recorded in Book 10 page 385 of the records of mortgages of Union County, and is the first and best lien on the premises described in the petition, and that Parker J. Wyeth by virtue of his tax lien and mortgage, holds the second lien thereon, It is therefore considered and adjudged that unless the defendant Thomas J. McAdow shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest from the 29th day of April 878 as aforesaid the defendants equity of redemption be foreclosed and

said Premises shall be sold: And an order of Sale shall issue therefor to the Sheriff of Union County Ohio directing him to sell said Premises as upon Execution and bring the Procedes into Court for further order.

And afterward on the 23rd day of May 1878 an order of sale was issued by the Clerk of said Court which reads as follows viz:

Order of Sale

The State of Ohio, Union County SS. To the Sheriff of said County - Greeting: Whereas at a term of the Court of Common Pleas held at Marysville in and for said County, on the 15th day of May A. D. 1878, in the cause of Farmers Bank of Union County Plaintiff and Thomas J. McAdow et al. Defendants it was ordered, adjudged, and decreed as follows, to wit: That unless the defendant Thomas J. McAdow shall within 5 days pay or cause to be paid the sum of $1044.83 with interest from April 29th 1878 and costs herein, that an order issue to the Sheriff of Union County commanding him to sell as upon execution the premises described in plaintiffs Petition and bring the procedes into Court. Description of lands - Situate in Union County and State of Ohio Part of Survey No. 3239 known as lot No. 6 - Bounded and described as follows, Beginning at an ash, Elm and Beech N. W. Corner to Lot No 5 - Thence N. 83° 40' 75 1/4 poles to an ash and Elm in the South line of lot No. 3 - Thence S. 7° 20' W. 210 poles to 2 Beeches and an ash in the original South line - Thence with said line N. 83° 40' E. to the beginning Containing 70 acres more or less - We therefore command you, That you procede to carry said order, judgment and decree into execution agreeably to the laws thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the procedes of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein; and that you make return of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 23rd day of May 1878 "W.M. Wright Clerk"

Returned and filed August 26th 1878 Endorsed as follows Viz:

Sheriffs Return

The State of Ohio, Union County SS. In obedience to the command of the Order of Sale to me annexed, I did, on the 24th day of May 1878 summon Joseph Elliott, Daniel Middleton and T. R. Cahill three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 24th day of May A. D. 1878, said appraisers, returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Two Thousand (2,000) Dollars. A certified copy of said appraisal forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, And on the 29th day of May 1878, I caused to be advertised in the Marysville Tribune (a news paper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 29th day of June A. D. 1878 at one oclock P. M. of said day, And having advertised the said lands and tenements for more than thirty days previous to the day of sale towit: five Consecutive weeks; and in pursuance to said notice, I did, on said 29th day of June A. D. 1878 at the time and place above mentioned, procede to offer said lands and tenements at public sale, at the door of said Court House, and then and there came J. M. Southard, Thomas Martin, Joseph Fowler, Levi

Notice of Sheriffs sale

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Supplemental Answer of P. L. Taylor No. 2858

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Long Drake and Edward Wells who bid for the same the sum of Thirteen hundred and thirty four (1334 00) Dollars and said sum being more than two thirds of the appraised value thereof and said J. M. Southard, Thomas Martin Joseph Newlove et als being the highest and best bidders therefor, I then and there publicly sold and struck off said lands and tenements to him for said Sum of Thirteen hundred and thirty four Dollars. "No money rcd" Sheriffs fees $5.87 Appraisers Fee $1.50, Printers Fee $7.50, J. J. Miller, Sheriff

Notice of Sheriffs sale

And afterward on the 10th day of September the following Notice was filed with the Clerk of said Court which reads as follows viz:

"Sheriffs Sale, Court of Common Pleas Union County Ohio. Order of sale

Farmers Bank of Union County Co. } By virtue of the above stated writ from said

vs. } Court to me directed, I will offer at public sale

Thomas J. McAdow et al. } at the door of the Court House, in Marysville,

Union County, Ohio, on Saturday June 29, 1878 at or about the hour of 1 o'clock P. M. of said day, the following real estate to wit: Situate in Union County and State of Ohio, part of Survey No. 3239 known as lot No. 6. Bounded and described as follows: Beginning at an ash, elm and Beech, N. W. corner to lot No. 5; thence N. 83° 40' W. 75 3/4 poles to an ash and elm in the south line of lot No. 3; Thence S. 7° 20' W. 210 poles to two Beeches and an ash in the original south line; thence with said line N. 83° 40' E. to the beginning. Containing 70 acres, more or less. Appraised at $2,000. J. J. Miller Sheriff U. C.

D. W. Ayers Plaintiffs attorney

Proof of Publication

The State of Ohio Union County ss. } The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with May 29, 1878 "W. O. Sheare"

Sworn to and subscribed in my presence this 10 day of Sept 1878

W. M. Winget Clerk By Talor Randall Deputy

Supplemental Answer of P. J. Voyth No. 2858

And afterward on September 20th 1878 a Supplemental Answer was filed with the Clerk of said Court which reads as follows viz:

Farmers Bank of Union County Ohio, Plaintiffs } Court of Common Pleas Union

Against } County Ohio. The defendant

Thomas J. McAdow et als Defendants } P. J. Voyth now comes and by leave

of the Court files this his supplemental answer to plaintiffs petition and says, That since the filing of plaintiffs petition in this case and since the filing of this defendants answer thereto to wit: On the 7th day of June A. D. 1878 this defendant paid $10.14 additional taxes on the land described in plaintiffs petition, it being the amount of taxes due and payable on said land for the month of June A. D. 1878. This defendant therefore asks the Court that out of the proceeds of the sale of said premises he may be paid said sum of $10.14 with the interest thereon from the 7th day of June A. D. 1878 in addition to the amounts he has set forth and claims in his answer, and he herein prays, as in his answer he has prayed for the protection of the Court herein and for all proper relief. "A. S. Carpenter Atty for Defft P. J. V."

The State of Ohio Union County ss. P. J. Voyth above named defendant being duly sworn says the facts stated and allegations contained in his foregoing Supplemental answer are true as he verily believes.

P. J. Voyth

Sworn to by P. J. Voyth before me and signed by him in my presence

This 21st day of September A. D. 1878. W. M. Winget Clerk.
And afterwards on September 28, 1878 an entry was made on the Journal of said Court which reads as follows viz:

Entry of Confirmation of sale

Farmers Bank of Union County
vs.
Thomas J. McAdow, Martha McAdow, Finley D. Davis Elijah J. Litler & Parley J. Wyeth.

Union County Common Pleas-
"On motion of the Plaintiff and on his producing the return of the Sheriff of the sale made under the Former order of this Court and the Court on Careful examination of the Proceedings of the said Sheriff, being satisfied that the same have been had in all respects in Conformity to law, It is ordered that the said Proceedings and sale be and the same are hereby confirmed- And it is further ordered that the said Sheriff make and deliver to Joseph Sherlock a deed in trust for Finney J. M. Lockard, Thomas Martin, Levi Longbrake and Edward Weller, and a writ of possession is awarded to said Sheriff to put said Purchasers in possession of said premises. And the Court Coming now to distribute the Proceeds of said sale amounting to $1334.00, It is ordered that the Sheriff out of the money in his hands pay, first the Costs of this action taxed to $ Second to Parley J. Wyeth $ 58.00 the amount the Court finds due him by virtue of his tax lien, and third, to Farmers Bank of Union County the sum therefore found due-

Attest Wm. Winget Clerk

Case No. 2883

Maysville B. & L. Association
Against
Clarinda Alexander et al

Pleas before his Honor John L. Porter Presiding Judge at a Court of Common Pleas begun and held at the Court House in the town of Maysville, within and for the County of Union and State of Ohio on the 16th day of May A.D. 1878. Whereupon to wit on the 13th day of April 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Maysville Building and Loan Association of Maysville Ohio Plaintiff
vs.
Clarinda A. Alexander and J. Smith Alexander, Defendants
Union County Ohio, The plaintiffs say, That they are a Company duly incorporated, under the law of the State of Ohio, and doing business under the name firm and style of the Maysville Building and Loan Association, The plaintiffs say: This their first cause of action is founded upon a promissory note of which the following is a true copy- "$1,000.00 Maysville Ohio January 6th 1876
For value received I promise to pay to the order of the Maysville Building and Loan Association of Maysville Ohio, One thousand Dollars with interest on six Hundred and fifty Dollars from date payable when said association shall be declared by its Board of directors legally ended, and I do further promise, that should the weekly interest thereon as provided for by the By-Laws of said Association remain unpaid for four weeks after the same becomes due, or should my stock therein be forfeited for non payment of the weekly installments thereon, then this note becomes due and collectable immediately. (Signed) Clarinda A. Alexander. J. Smith Alexander
2nd For their second cause of action the plaintiffs say: The defendants Clarinda A. Alexander and J. Smith Alexander on the 6th day of January 1876 to secure the payment of said note, executed and delivered to the plaintiffs their mortgage deed and thereby conveyed to the plaintiffs and their assigns, the following lands and tenements. Situate in the Township of Paris in the Vir-

ginia Military district in Survey No. 3357 in the County of Union, and in the State of Ohio to wit: Beginning at two small dog woods, South East Corner of the Catherine Richey lot, now owned by William L. Gibson: Thence with the line of said Richys lot, North to a stake four poles south to the Original line of the Survey, Thence west to the center of Mill creek, Thence down the creek to the north line of the Survey: Thence with the Survey line, and with the line of John W. Robinsons land to the north east corner of said survey, Thence South sixty four 25. 68 poles to the center of the Delaware Pike Thence with said pike west to the beginning containing fifty four and a half acres more or less, and being the same conveyed to Chambers Powers, Amitha Powers intermarried with John M. Horney, Providence Powers intermarried with Henry A. Willard and Francis Powers by the will of James C. Dyas, The conditions of said mortgage therein mentioned was in substance as follows, that wherein, the said Clarinda A. Alexander and J. Smith A. Alexander have executed and delivered to the said Marysville Building and loan Association, Ohio, their promissory note of even date herewith for the Sum of six hundred and fifty Dollars upon the following Conditions, Said J. Smith Alexander being a member of the Marysville Building and loan Association and having at a regular meeting of the association bid a premium of seventy Dollars per share of stock for precedence in taking an advance loan, and having thereby obtained precedence, and having received from said association an advance loan of six hundred and fifty Dollars, the full value of five shares of stock in said association, on each of which five shares of stock he agreed to pay a weekly installment of twenty five cents, and on the six hundred and fifty Dollars, the amount as said advanced loan, exclusive of premium, for precedence he agreed to pay interest at the rate of six per cent per annum in equal weekly payments of 75 cents each on Saturday of each week until said association shall be dissolved as provided in the Constitution thereof, the taxes on the premises conveyed by these presents. the fire insurance premium on said property, Ground rents thereon and all the fines and forfeitures according to the constitution and By laws of said association - Now if the said Clarinda A. Alexander and J. Smith Alexander shall punctually pay to said association or its assigns the weekly installments on said five shares of stock and interest as above stated, the taxes on the property the ground rents thereon, all the fines according to the Constitution and By Laws of said association then these presents shall be void - But if the said J. Smith Alexander shall fail to pay the said weekly installments, or the installments of interest as above stated, the taxes, fire insurance, premium, ground rents fines or forfeitures, when the same respectively become due within sixty days after due then the amount of said loan shall become due and this mortgage foreclosed, Article II Sec. 122 of the By laws of the Marysville Building and Loan association reads as follows and is hereby made a part of this petition, Sec. II Each member of this association shall pay twenty five cents weekly on each share of stock owned by him or her beginning on the 6th day of July 1872 which shall be due and payable on Saturday Evening of each week until the value of the assets of the association shall be sufficient to divide to each and every share the sum of six hundred and fifty Dollars or its equivalent, when the Board of Directors shall cause such distribution to be made provided that any member may pay in advance for such time as he may chose, Sec II as

amended January 17. 1876. Should any member fail to pay their weekly installments promptly when the same shall become due he shall be fined ten cents for every share owned by him or her for each non payment due with and if such installments remain unpaid for ninety days after shall become due and payable, then the Board of Directors may forfeit such stock to the association. On the 8th day of January 1876 at 11/2 oclock A.M. the said mortgage was delivered to the order of said County of Union to be by him entered on record and was recorded January 28th 1876 in Book B.V.2. A. / Page 228. 4th The conditions of said mortgage have not been complied with and the same has become absolute- The weekly installments of stated dues were paid in full up to October 20. 1877- but then ceased and no payment of said stated dues have been paid since. The weekly installments of stated dues upon each of said shares is twenty five cents and on five shares the stated dues would be one and 25/100 dollars per week from October 20th 1877 to April 13th 1878- Would make twenty five payments of said stated dues due on the 13th day of April 1878 and which now remains unpaid and amounts to Thirty one and 25/100 dollars, The lowest fine assessed upon failure to pay said stated dues herein mentioned was ten cents per share for each non payment of said stated dues and on five shares, fifty cents per week for default in payment of stated dues on said five shares which for twenty five weeks would amount to Twelve and 50/100 Dollars- due and remaining unpaid upon said twenty five installments of weekly dues upon said five shares of stock as fines for non payment of said weekly dues- The weekly payment of interest on said advanced loan of six hundred and fifty dollars is seventy five cents per week- There is due and remaining unpaid of said weekly installments of interest Thirty eight payments from July 28. 1877 to April 13th 1878- Amounting to Twenty eight and 50/100 Dollars- There is due and remaining unpaid on said indebtedness the sum of Thirty one and 25/100 Dollars of stated weekly dues viz: Twenty five weeks at one 25/100 dollars per week And the said sum of fifty cents per week as fines on said five shares of stock for twenty five weeks weeks, making twelve and 50/100 dollars due as fine upon said five shares of stock- Also seventy five cents interest per week for thirty eight weeks making, Twenty eight and 50/100 Dollars, due as interest, Making the Whole amount due, weekly installments, fines and interest on the 13th day of April 1878, Seventy two and 25/100 Dollars with interest from the 13th day of April 1878. The plaintiff therefor asks that said mortgage may be foreclosed, the said premises sold to be paid, and the proceeds applid to the payment of paid debts and execution awarded for the balance-

R. L. Woodrum Attorney for Plaintiff

State of Ohio Union County ss. R. L. Woodrum being duly sworn says he is the Secretary of the Marysville Building and Loan Association, the plaintiff, duly authorized in the premises and that the facts stated and allegations in the foregoing petition are true as he truly believes

R. L. Woodrum

Sworn to before me by R. L. Woodrum and subscribed in my presence this 13th day of April 1878 Wm. Wright Clerk by Talon Randall Deputy

Clerk's Precipe — Issue Summons upon the above petition in the above case returnable according to law, Amount claimed $72.25 with interest from April 13, 1878. R. L. Woodrum.

Service of Summons waived

Marysville Building and Loan Association

vs.

Clarinda A. Alexander & J. Smith Alexander

Court of Common Pleas Union County Ohio.

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No 2883 Journal Entry

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dants in the above case do Henry waive the issuing and service of Summons in this case in order to save costs, and do Henry enter our appearance in the above case. J. Smith Alexander. Clara A. Alexander.

And afterward on May 16. 1878 an entry was made on the Journal of said Court which reads as follows towit:

No 2883 Journal Entry

Marysville Building and Loan Association vs. Clarinda Alexander and J. Smith Alexander

This day came the plaintiff by Kenin, and the defendants being in default for answer and demurrer the Court find, that the defendants have failed to pay to the plaintiff the weekly installments of dues, and the interest, as in the petition set forth, and that there is due to said plaintiff as dues, to the date of this decree the sum of $37.50 and as interest $32.25 The Court further find that there is due to said plaintiff from said defendants as, and by the way of fines for the non payment of said dues, as in the petition alleged the sum of $5.00 making in all for dues, interest and fines the sum of Eighty four and 75/100 Dollars. The Court further find, that in order to secure the regular payment of said dues and other installments, as well as those hereafter to become due, the said Clarinda A. Alexander, and J. Smith Alexander her husband, executed and delivered to this plaintiff, their certain Mortgage in the petition described, and on the premises therein described: That said Mortgage was on the 28th day of January 1876 duly recorded in Book / Page 228 of the Records of Mortgages of Union County, and that the same is the first lien on the premises described in the petition. It is therefore considered by the Court that unless the said defendants shall within three days from the entry hereof, pay, or cause to be paid, to the said plaintiff the said sum of $84.75 so found due, and to the clerk of this Court the costs laid herein at $ the defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Attest W.M. Winget Clerk

3/67 Petition

Wheeler and Wilson Manufacturing Co. vs. James R. Pyne and J. A. Henderson

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 22nd day of February A.D. 1879. Hereto for towit; on the 20th day of December 1878 a petition was filed with the clerk of said Court which reads as follows viz:

Wheeler and Wilson Manufacturing Co. Plaintiff vs. James R. Pyne and J. A. Henderson Defendants

Court of Common Pleas Union County Ohio.

The plaintiff says: That it is an incorporation, duly incorporated and doing business within the State of Ohio: That this, its action is founded upon a promissory note of which the following is a copy: "$230.00 Marysville Ohio, June 4. 1878 Six months after date, we or either of us promise to pay to the order of Wheeler & Wilson Manufacturing Company, Two Hundred & Thirty Dollars, payable at Bank of Marysville O. Value received, with interest at eight per cent, per annum after maturity (signed) "James R. Pyne," "J. A. Henderson"

There are no credits or indorsements thereon. There is due from the defendants

to the plaintiff on said note the sum of Two Hundred and thirty Dollars with interest from the 4th day of December 1878. The plaintiff further says that said note was protested for non payment and that the charges of said protest were one dollar and twenty five cents- Wherefore the said plaintiff asks judgment for the sum of Two Hundred and thirty Dollars with interest at eight per cent from the 4th day of December 1878: and for the notary's charges and postage the sum of one Dollar and twenty five cents- Lawrence & Mumford Attorneys for Plaintiff.

State of Ohio, Union County, ss. S. P. Mumford, being duly sworn says; that he is one of the attorneys in this action: That the above 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; and that the facts stated and allegations made in the foregoing petition are, as the affiant believes true- " S. P. Mumford

Sworn to by S. P. Mumford before me and signed by him in my presence this 20. day of December 1878. W.M. Wright Clerk By Tabor Randall Deputy

Summons waived

We hereby waive the issuing and service of summons upon us in this action and enter our appearance therein. James R. Pyne, J. A. Henderson

And afterward on February 22. 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No. 3167

Wheeler & Wilson, Manufacturing Company vs. James R. Pyne and, James A. Henderson } Now comes the plaintiff by its attorneys and the defendants being in default for answer and demurr,

This cause was submitted to the Court by the plaintiff upon the petition, neither party requiring a jury: On consideration whereof the Court finds that the defendants are indebted to the plaintiff on the 3rd day of February 1879 in the sum of $234.31. It is therefore considered, ordered and adjudged by the Court that the said plaintiff recover of the said defendants the said sum of $234.31 with eight per cent interest thereon from the 3d day of February 1879, and also its costs herein expended taxed to $

Attest W.M. Wright Clerk

Pleas before his Honor John L. Potter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 17th day of February A.D. 1879. Heretofore to wit: on the 18th day of January 1879 a petition was filed with the clerk of said Court which reads as follows viz:

Petition

"To the Court of Common Pleas Union County Ohio"

Farmers Bank of Union County Ohio, Plaintiff } Plaintiff says: That it is an

against association of persons formed for

James Mulvain, Isaac Grey and W. Abrams, Defendants the purpose of doing a general banking business; That it is doing business in the State of Ohio and not incorporated; That at the August A.D. 1870 Term of said Court of Common Pleas of Union County Ohio to wit: August 18th 1870, said plaintiff recovered a judgment against said defendants for the sum of Eight Hundred, Nineteen and 0/100 Dollars, debt and six and 62/100 dollars costs of said Court; That said judgment has become dormant by reason of no execution having issued thereon for more than five years. Plaintiff further says, that since the rendition of said judgment, said defendants have paid thereon, the following sums of money to wit: September 19th 1870, Four Hundred eighty two and 27/100 dollars, April 3rd 1872 Fifty dollars, October 7th 1873 Fifty six dollars and fourteen 29th 1878 one Hundred dollars, Plaintiff says, that there is due and remaining unpaid on said judgment and costs of Court the sum of Two Hundred Seventy three and 19/100 dollars with interest from the 29th day of

Journal Entry to 3234

Praecipe

Summons

Seal

November A. D. 1878, Plaintiff therefore asks that said judgment be moved for said sum of Two Hundred, Ninety three and 19/100 dollars with interest from the said 29th day of November A. D. 1878, and for all other relief that equity and the nature of the case may demand. Jno M. Brodrick Attorney for Plaintiff.

State of Ohio Union County ss. Joseph Newlove one of the plaintiffs being sworn makes oath that the facts stated in the foregoing petition are as he believes true

Joseph Newlove

Sworn to by said Joseph Newlove before me and signed by him in my presence this 18th day of January 1879 W.M. Winget Clerk

Praecipe Farmers Bank of Union County Ohio, Plaintiff
Against
James Mulvain Isaac Grey and W. Abrams Defendants

To the Clerk: Issue Summons to the defendants in the above named action directed to the Sheriff of Union County Ohio, Endorsed: Action to move judgment, Amount claimed $273-19 with interest from November 29. 1878

John M. Brodrick Attorney for Plaintiff

And afterward on the 18th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons The State of Ohio, Union County ss. To the Sheriff of the County of Union, Greeting: We command you to notify James Mulvain, Isaac Grey and W. Abrams that they have been sued by The Farmers Bank of Union County in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of February A. D. 1879, the petition of the said Farmers Bank 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 27. day of January A. D. 1879. Witness my hand and the seal of said Court, this 18th day of January, A. D. 1879. W.M. Winget Clerk

Seal

Returned and filed January 27, 1879 endorsed as follows viz:

The State of Ohio, Union County ss. Received this writ January 18th A. D. 1879, at 4 o'clock P. M., and pursuant to its command, served the same on the 24th day of January 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named James Mulvain. The within named Isaac Grey and W. Abrams not found in my county. (Endorsed) I hereby deputize Leonard E. Miller to serve this writ of summons. J. J. Miller

Fees $2.00 J. J. Miller Sheriff. By L. E. Miller

And afterward on the 17th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz: "In the Court of Common Pleas of Union County Ohio.

Journal Entry to 3234

Farmers Bank of Union County Ohio
against
James Mulvain et. als Defendants

This day this cause came on for hearing upon the petition of plaintiff and the defendants being in default for answer and demurr thereto the Court find the allegations therein contained are confessed by them to be true, and the Court further finding that the judgment in the petition set forth remains due and unsatisfied, and no cause being shown why it should not be moved; It is therefore considered by the Court that the said judgment, to wit: rendered in case No. in this Court, at the August Term 1870 in favor of this plaintiff and against these defendants for $276-00 with interest from the 3rd day of February A. D. 1879 and $ costs of suit, do stand revived. It is further considered that the plaintiff recover from the defendant his costs herein expended. For all of which execution is awarded

Attest W. M. Winget Clerk

Pleas before his Honor John L. Porter Presiding Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 6. day of February a.d. 1879. Hereto for to wit: on the 2nd day of January 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Henry Kridler Plaintiff
against
James Mulvain and C. Mulvain, Defendants

"Court of Common Pleas Union County Ohio,
The plaintiff says: 1st This his action is founded upon a Promissory note, of which the following is a copy,
$282.25 February the 22nd 1878 On or for the twenty first day of March next we or either of us promise to pay Henry Kridler or the bearer the sum of Two hundred and eighty two dollars and twenty five cents for value received of him this the 22 day of February 1878. James Mulvain. (L.S.) C. Mulvain. (L.S.) 2 There are no credits thereon. 3 There is due from the defendant to the plaintiff on said note, the sum of Two hundred and Eighty two dollars and twenty five cents, which he claims with interest from the 20th day of March a.d. 1878; and for which he asks judgment. P.B. Cole & Sons, Attorneys for Plaintiff
The State of Ohio, Union County ss. Edward C. Cole being sworn says that he is the attorney of the above named Henry Kridler, duly authorized in the premises: that the above pleading of Henry Kridler 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 pleading of Henry Kridler are, as affiant believes, true. Edward C. Cole.
Sworn to before me and signed in my presence, This 2nd day of January a.d. 1879 W.M. Wright Clerk

Praecipe

Henry Kridler, Plaintiff
against
James Mulvain and C. Mulvain
March 20th 1878

To Clerk: Issue summons upon the Petition in the above cause returnable according to law, Amount claimed $282 25/100 with interest from
P.B. Cole & Sons Attorneys for Plaintiff

And afterwards on the 2nd day of January a.d. 1879 a Summons was issued from the Clerks of said Court which reads as follows viz:

Summons

The State of Ohio Union County, ss. To the Sheriff of the County of Union Greeting: We Command you to notify James Mulvain and Cornelius Mulvain that they have been sued by Henry Kridler in the Court of Common Pleas of Union County, and that unless they answer by the 1st day of February a.d. 1879 the petition of said Henry Kridler 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. 879. Witness my hand and the seal of said Court, this 2d day of January a.d. 879
W.M. Wright Clerk.

(Seal)

Sheriffs Return

Returned and filed January 13th 1879 Endorsed as follows viz:
The State of Ohio Union County ss. Received this writ January 11. A.D. 1879 at 9 oclock A.M. and pursuant to its command served the same January 11th 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named James Mulvain, also by delivering a certified copy thereof with the endorsements thereon to the within named Cornelius Mulvaine
Sheriffs Fees $2.50. J.J. Miller Sheriff by Dyer Reed deputy.

And afterwards on February 6th 1879 an entry was made on the Journal of said Court which reads as follows viz:

"Court of Common Pleas Union County Ohio. Entry.

Journal Entry

Henry Kridler
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James Mulvain
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Petition Case No. 3263

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Journal entry

Henry Kuder, Plaintiff
against
James Mulvaine and
C. Mulvaine, Defendants

Now comes the plaintiff, by his attorney, and the defendants being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of Two hundred and ninety seven and $\frac{05}{100}$ dollars ($297 $\frac{05}{100}$). It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $297.05 and his costs herein expended.

Attest W.H. Wright Clerk

Pleas before his Honor John L. Perkins Presiding Judge at a Court of Common Pleas begun and held at the Courthouse in the town of Marysville within and for the County of Union and State of Ohio on the 24th day of February A.D. 1879. Heretofore to wit: On the 25th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition Case No. 3263

Eliza A. Baker Plaintiff
vs.
H. Sabine and J. T. Lenox Defendants

Court of Common Pleas Union County Ohio. The plaintiff says that the defendants, H. Sabine and J. T. Lenox made and delivered to her their promissory note, on the 3d day of February 1877 by which they promised to pay her the sum of $ 425.00 four hundred and twenty five dollars in six months from said date, That the following is a copy of said note, "$ 424.00 Feb'y 3rd 1877. Six months after date we or either of us promise to pay to the order of Four hundred and twenty four dollars, Value received, "H. Sabine," "J. T. Lenox" Plaintiff says this note was given to her, for money loaned to said H. Sabine and that the omission to put her name in said note as the payee thereof was an oversight, of which she had no knowledge until quite recently, and that the true intent of the parties was to make said note payable to her order. Plaintiff says that on the 11th day of November 1878 she had a settlement with said defendant H. Sabine in regard to certain payments, made on said note, and other transactions between herself and said Sabine. That on said day after deducting all payments, which by said settlement, was to be applied as credits on said note, there was then due on said note the sum of three hundred and fourteen and $\frac{49}{100}$ dollars. That since said date there has been paid on said note the sum of $ 16.70 January 1st 1879. Plaintiff says there has been no other payments on said note, and there is now due and unpaid thereon the sum of $ 301.70 with interest thereon from the 1st day of January 1879 Wherefore plaintiff prays judgment against the said defendants for said sum of $ 301.70 with interest thereon from the 1st day of January 1879 and for costs. P. R. Kerr attorney for plaintiff

State of Ohio Union County ss. P. R. Kerr being sworn says he is the attorney for the plaintiff in this case and that this action is founded on an instrument of writing for the payment of money only, and that the same is in his hands for collection, and that he believes the statements and allegations in the foregoing Petition to be true. P. R. Kerr

Sworn to before me and subscribed in my presence this 25th day of January 1879. W. J. Woods Justice of the Peace -

Praecipe The clerk will issue summons to defendants and endorse on same "amount claimed $ 301.70 with interest from January 1st 1879. P. R. Kerr Attorney for plaintiff

Summons issued January 25th 1879

Summons: The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify H. Sabine and J. T. Lenox that the have been sued by Eliza A. Baker in the Court of Common Pleas of Union County and that unless they answer by the 3d day February A. D. 1879 the petition of the said Eliza A. Baker against them filed in the Clerk's 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 February A. D. 1879. Witness my hand and the seal of said Court, this 25th day, 27th January A. D. 1879. Wm. Wright Clerk

Sheriff's return

Returned and filed January 28. 1879 Endorsed as follows viz:
The State of Ohio, Union County ss. The State of Ohio, Union County, ss Received this writ January 25th A. D. 1879 at 7 o'clock P.M. and pursuant to its command served by delivering a certified copy thereof with the endorsements thereon to the within named Hylas Sabine on the 25th day of January 1879 and by leaving a certified copy thereof with the endorsements thereon at the residence of the within named John T. Lenox on the 27th day of January 1879 J. F. Miller Sheriff Sheriffs Fees $2.90

And afterwards on the 24. day of February 1879 an entry was made on the journal of said Court which reads as follows viz:

Vol. 3263 journal entry

Eliza A. Baker
vs.
Hylas Sabine and J. T. Lenox

This day this cause came on to be heard upon the Petition of the plaintiff and the defendants still failing to answer or demurr to said Petition, and the Court being fully advised in the premises, It is ordered and adjudged by the Court that the plaintiff recover of the defendants Hylas Sabine and John T. Lenox, The sum of $303.70 (Three hundred and three and 70/100 Dollars with interest at 8 per cent from February 3rd 1879, and the costs herein & Sundries taxed to, $

Attest Wm. Wright Clerk

Pleas before his Honor John L. Porter Judge of a Court of Common Pleas Begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 22nd day of February A. D. 1879 Hereof for to witness the 4th day of January 1879 a petition was filed with the clerk of said Court which reads as follows viz:

Petition

R. S. Ricks Plaintiff
vs.
Joshua B. Haines Defendant

Court of Common Pleas Union County Ohio.
Plaintiff says: On the 21st day of September A. D. 1877 he was a duly authorized agent and was acting as such in soliciting insurance upon life for the Union Central Life Insurance Company of Cincinnati Ohio an organization duly incorporated under the laws of the State of Ohio. Plaintiff says that as such agent of said Life Insurance Company he made a contract with the defendant which is the basis of this action and of which the following is a copy.
"Byhalia September 21. 1877. Having this day made application to the Union Central Life Insurance through its agent Mr. R. S. Ricks for a loan "of $391366/100, I now agree that if said loan shall be granted that I will "accept the same and take the insurance stipulated for and give the security named in said application or I will pay to said agent the sum "of $100.00 as liquidated damages for refusal so to do. "Joshua B. Haines"
Witness, Matthew Lingne,
The said Union Central Life Insurance Company made a grant of said loan in said above mentioned Contract and has ever since the granting of said loan to the said Joshua B. Haines

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at all times, been able ready and willing to fulfill upon their part all the matters and things of them required by said contract. But the said Joshua B. Haines refused to accept said loan, to take said insurance, to give the security named in said application and to pay said sum of one hundred dollars in said contract mentioned; and said Joshua B. Haines still neglects and refuses to comply with his part of said contract as by said contract required although the same has been demanded of the said Joshua B. Haines many times by said plaintiff since the making of said contract, Plaintiff claims the said sum of one hundred dollars from the defendant Joshua B. Haines with interest from November 21. 1877 and asks judgment for the same.

Robinsons & Piper Attorneys for Plaintiff

State of Ohio Union County ss. L. Piper being duly sworn according to Law says he is one of the attorneys of the above named R. S. Justice duly authorized in the premises, that the said R. S. Justice is a non resident of said County of Union and is now absent therefrom and that the facts stated and allegations in the foregoing petition of said R. S. Justice are as affiant believe time

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 4th day of January 1879. W. M. Wright Clerk

Precipe To Clerk: Issue summons to Sheriff of Union County Ohio for defendant Joshua B. Haines, returnable according to law. Amount claimed $100.00 with interest from November 21st 1877. Robinsons & Piper Attorneys for Plaintiff

(To read)

Pleas before his honor John L. Perin Judge at a Court of Common Pleas begun and held at the Court House in the town of Hamptonville within and for the County of Union and State of Ohio on the 24th day of February A. D. 1879. Heretofore to wit on the 25th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition "Court of Common Pleas Union County Ohio"

Elizabeth Hoskins and James Hoskins her husband, Sarah Newhouse and James Newhouse her husband, Margaret Dilsaver and J. B. Dilsaver her husband, Rosina Scott and H. W. Scott her Husband, Belle Bonham and Victor Bonham her Husband, John Fleming, and Benjamin Fleming a minor, who sues by his next friend, H. W. Scott, Plaintiffs,

against

John Fleming, Defendant

The Plaintiffs in this action say: That Rhoda Fleming, late of Union County Ohio, deceased, was in her lifetime, and at the date of her death, seized in fee of the following described lands situate in the County of Union and State of Ohio and in Leesburg township, bounded and described as follows to wit: Being a part of survey No. 6199. Beginning at a stone, two Hickories and a buckeye, North East corner to said survey No 6199: Thence with the north line of said survey N. 81 1/2° W. 13 16/100 poles to a stake and two beeches, N. E. corner to Samuel Degoods land; Thence with the East line of said land S. 8° 20' W. 149 28/100 poles to a stone, Elm and Hickory, South East corner to said Samuel Degoods land; Thence S. 81 1/2° E. 78 5/10 poles to a stone, Beech, Hornbeam and Dogwood, corner to L. Daniels land; Thence with the west line of said land, N. 15 1/2° W. 162 6/10 poles to the beginning containing 42 3/4 acres of land more or less, as surveyed by

A. S. Mowry, County Surveyor, on the 27th day of July 1869. Plaintiffs further say that on or about the day of July 1866 the said Phoeba Fleming died, intestate, leaving her husband, John Fleming, defendant in this action, as tenant by the curtesy of said estate of his said wife, Phoeba Fleming, and the plaintiffs, Elizabeth Hoskins, wife of said James Hoskins, Sarah Newhouse wife of said James Newhouse, Margaret Wilson, wife of J. P. Wilson, Rosina Scott, wife of H. W. Scott, Ella Bonham, wife of said Victor Bonham, John Fleming and Benjamin Fleming a minor who sues by his next friend H. W. Scott who, were the only children and heirs at law of said Phoeba Fleming at her decease. At the death of said Phoeba Fleming her husband the defendant John Fleming became possessed of said real estate, with the appurtenances as a tenant by the curtesy. The above named heirs at law by the death of said Phoeba Fleming became seized of the Reversion in said lands as of an estate of inheritance. The plaintiffs in this action complains of the defendant, John Fleming in this to wit: That at the time the said lands and tenements descended to said John Fleming as tenant by the curtesy, the same were free and clear from all incumbrances whatever, and that the same were in a good state of repair. That soon after he came into possession, he neglected making necessary and ordinary repairs of fences and the buildings situate on said lands; and he further neglected to apply the proceeds of said land toward the ordinary repairs of fences and buildings. The plaintiffs further say that he has neglected to make such ordinary repairs although frequently requested so to do: and that he has further neglected to pay the taxes on said real estate, which he as a tenant by the curtesy was bound to pay. That said lands have been forfeited for sale for delinquent taxes, under an advertisement of the Auditor of Union County by the Treasurer of said County according to law and thereby the said lands and tenements became forfeited to the State of Ohio; That the sum for which it was offered at tax sale in January 1878 was $108.01, which yet remains unpaid. The plaintiffs further say that the defendant has committed further waste by cutting or permitting to be cut and selling valuable timber off said premises from time to time, not for the improvement of said premises and thereby causing great and irreparable injury to the plaintiffs, as reversioners, and to the said estate. The plaintiffs further say that the defendant John Fleming has had the use and enjoyment of the entire income of said lands from the death of said Phoeba Fleming in 1866 up to the present time. That at the death of said Phoeba Fleming the said lands and buildings thereon were in good repair and that by reasonably good husbandry the proceeds from said lands were sufficient to pay all ordinary repairs by the life tenant and to have paid all taxes, and sustained the defendant. The plaintiffs further say that by reason of the said defendant having neglected to keep up the ordinary repairs on said premises, and having committed waste thereon as herein before set forth and having permitted the land to be forfeited to the State of Ohio, for the non payment of taxes thereon, that he has forfeited all his estate as a tenant by the curtesy, and that the plaintiffs, the owners of the reversionary interest therein, are entitled to the possession of said lands and tenements by reason thereof. The plaintiffs further say that at the time said defendant came into possession of said real estate he was possessed of a large amount of personal property - to the plaintiffs unknown, which property the defendant has converted to his own use and squandered

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Journal Entry No. 3259

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to such an extent that he is now unable to cultivate said lands or to pay the taxes thereon. The plaintiffs therefore ask that the estate of the said John Fleming be declared by the Court to be forfeited by reason of said waste, and that they be granted possession of said lands and tenements and such other and further relief as equity may allow and the Court grant. Laurence & Mulford attorneys for plaintiffs

The State of Ohio Union County ss. H. W. Scott one of the plaintiffs in the foregoing action being duly sworn says that the facts stated and allegations contained in the foregoing petition are true as he truly believes.

(signed) H. W. Scott

Sworn to by H. W. Scott before me and signed by him in my presence this 25th day of January A. D. 1879. W. M. Wright Clerk

Praecipe

Mr. Clerk. You will issue a Summons in the above case for the defendant John Fleming, returnable according to law.

Laurence & Mulford attorneys for plaintiffs

And afterward on the 25th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County ss. To the Sheriff of Union County Greeting: We command you to notify John Fleming that he has been sued by Elizabeth Hoskins and others in the Court of Common Pleas of Union County, and that unless he answer by the 22d day of February A. D. 1879, the petition of the said Elizabeth Hoskins and others against him filed in the Clerk's 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 February, A. D. 1879. Witness my hand and the seal of said Court, this 25th day of January, A. D. 1879

W. M. Wright Clerk

Returned and filed by the Sheriff on January 30th 1879 Endorsed as follows:

Sheriff's return

The State of Ohio, Union County ss. Received this Writ January 25th A. D. 1879, at o'clock M., and pursuant to its command I served the same January 30th 1879 by delivering a certified copy thereof with the endorsements thereon to the within named John Fleming. Fees $2.10

J. J. Miller Sheriff by Dyer Reed Deputy

And afterward on February 24. 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No. 3259

Elizabeth Hoskins et.als. vs. John Fleming

This day this cause came on to be heard, the defendants being in default for plea, answer or demurrer; and the cause was submitted to the Court by the plaintiffs upon the petition and the evidence. On consideration whereof the Court finds that the defendant, John Fleming Sr. has for several years last past, committed waste, both voluntary and permissive, upon the lands described in the petition. It is therefore considered, ordered, adjudged and decreed by the Court, that the plaintiffs the heirs of Phoebe Fleming deceased, have possession of the lands in the petition described. And it is further ordered that the defendant who is in possession of said premises, or any person who has come in under him, pending this suit, deliver up the possession thereof to the heirs of said Phoebe Fleming deceased, on demand, and on production by the Sheriff of Union County Ohio, of a certified copy of this entry to said

Fleming or any one holding under him. It is further considered by the Court that the plaintiff recover of the defendant their costs herein expended taxed to $ Attest Wm. Winget Clerk

Pleas before his Honor John L. Potts Presiding Judge at a Court of Common Pleas begun and held at the Court House on the 24th day of February A. D. 1879 within and for the County of Union and State of Ohio in the town of Marysville. Hereto fore to wit: On the 18th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition Case No. 3237

D. F. Galis Plaintiff
vs.
C. A. Leran and James Leran

Court of Common Pleas Union County Ohio, Petition on note. The plaintiff says there is due to him from defendants aforesaid the sum of one hundred and eighteen and 32/100 dollars with interest from September 17. 1878 on their promissory note (a copy of which with the endorsements thereon is hereto attached) and therefore plaintiff prays judgment against defendants for said sum of one hundred and eighteen and 32/100 dollars with interest from September 17. 1878. Robinson & Pidgeon attorneys for plaintiff

The State of Ohio Union County ss. D. F. Galis plaintiff being duly sworn says he believes the allegations of the foregoing petition are true. D. F. Galis.

Sworn to before me and signed in my presence January 18. 1879
Wm. Winget Clerk

Copy of note & endorsements

"Broadway Ohio February 20, 1878 $ 232 25 Six Months after date for value rec'd we or either of us promise to pay D. F. Galis or Order two hundred and thirty two 25/100 dollars - C. A. Leran - James Leran - (Endorsed) Paid on the within Security dollars September 2nd 1878. "Paid forty five dollars September 17, 1878."

Praecipe

Issue summons, and endorse "Petition on note for $ 118 32/100 with interest from September 17th 1879. Robinson & Pidgeon attorneys for plaintiff

And afterward on the 18th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County ss. To the Sheriff of the County of Union greeting: We command you to notify C. A. Leran and James Leran that they have been sued by D. F. Galis in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of February A. D. 1879 the petition of said D. F. Galis against them filed in the Clerk's 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 24th day of January A. D. 1879. Witness my hand and the seal of said Court, this 18th day of January A. D. 1879 (Seal) Wm. Winget Clerk

Sheriffs Return

Returned and filed January 23. 1879 endorsed as follows to wit:
The State of Ohio, Union County ss. Received this Writ January 18. A. D. 1879 at one o'clock P.M. And pursuant to its command, served the same on the 22nd day of January 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of each of the within named C. A. Leran and James Leran, Fees $ 2.40 J. J. Miller Sheriff

And afterward on February 24. 1879 an entry was made on the journal of said court which reads as follows viz:

No. 3237 Journal Entry

D. F. Galis Plaintiff vs. C. A. Leran and James Leran, Defendants } Money only

"And now comes the said D. F. Galis, and the said C. A. Leran and

James Leran having failed to demur or Answer to the petition of the said D. F. Gates it is considered that the said D. F. Gates ought to recover the said sum of $118 32/100 so demanded in his petition together with the sum of $2.66 which the Court finds due as interest thereon as prayed for in said petition, It is therefore considered that the said D. F. Gates recover against the said E. A. Leran and James Leran the said sum of $120 98/100 together with his costs in and about his suit in this behalf expended taxed to $

Attest W.W. Wright Clerk

Pleas before his Honor John L. Perin presiding Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 7th day of February A.D. 1879. Heretofore to wit: On the 4th day of January 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

J. M. Drum and James A. Henderson doing business under firm name and style of Drum & Henderson, Plaintiffs

vs.

S. V. Shuyer and Samuel Myers Defendants

Court of Common Pleas Union County Ohio- The plaintiffs say: This their action is founded upon a promissory note of which the following is a copy with the endorsements thereon- "$106 00 New-Dover September 26, 1877. One year after date I promise to pay to the order of Samuel Myers One Hundred and six dollars at eight per cent interest, Value received" (signed) S. V. Shuyer

On said note appears the following endorsement "Payable to Conrad & Shepard or Bearer" Samuel Myers- The defendant S. V. Shuyer is liable on said note as maker and the defendant Samuel Myers as endorser. On the 13 day of February A. D. 1878 the said Samuel Myers endorsed said note and delivered the same to the said Drum and Henderson the plaintiffs herein by James H. Myers- On the day said note became due not part of it was paid although then presented for payment at the late residence of the said S. V. Shuyer who had a short time prior to said presentment left the said State of Ohio as plaintiffs were informed and removed to parts to plaintiffs unknown, of all of which the said Samuel Myers had then due notice- There is due from the defendants to the plaintiff on said note the sum of one hundred and six dollars which they claim with interest from the 26th day of September 1877 at eight per cent per annum and for which they ask judgment

Robinsons & Piper Attorneys for plaintiffs

State of Ohio, Union County ss. James A. Henderson being duly sworn according to law says he is a member of the firm of Drum & Henderson the plaintiffs herein duly authorized in the premises and that the facts stated and allegations in the foregoing pleading of said Drum & Henderson are true as he verily believes. J. A. Henderson

Sworn to before me by James A. Henderson and by him subscribed in my presence this 4th day of January A. D. 1879. W.W. Wright Clerk

Praecipe To Clerk: Issue summons upon the petition in the above case to Samuel Myers directed to Sheriff of Union County Ohio. Endorse Amount Claimed $106 00 with 8% interest from September 26th 1877.

Robinsons & Piper Attorneys for plaintiff

And afterward on the 4th day of January 1879 a 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 the County of Union Greeting: We command you to notify S. W. Shuzer and Samuel Myers that they have been sued by J. H. Drum & James A. Henderson doing business under the firm name of Drum & Henderson in the Court of Common Pleas of Union County, and that unless they answer by the 1st day of February A. D. 1879, the petition of the said Drum & Henderson against them filed in the Clerk's 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. 1879. Witness my hand and the seal of said Court, this 4th day of January A. D. 1879 W.M. Wright Clerk

Sheriffs return filed Jan. 13/79 — The State of Ohio, Union County, ss. Received this Writ January 4th A. D. 1879 at 7 o'clock P. M., and pursuant to its command served the same January 11th 1879 by delivering a certified copy thereof with the endorsements thereon to the within named Samuel Myers - The within named S. W. Shuzer not found in my County Fees $1.50 J. J. Miller Sheriff

And afterward on the 7th day of January 1879 an entry was made on the Journal of said Court which reads as follows viz:

No. 3195 Journal Entry — Drum & Henderson vs. S. W. Shuzer and Samuel Myers

And now come the plaintiffs Drum & Henderson, and the said Samuel Myers having failed to demur or answer to the petition of the said Drum & Henderson it is considered that the said Drum and Henderson ought to recover the said sum of one hundred and six dollars so demanded in their petition together with the sum of $1 4/100 which the Court finds due as the interest thereon as prayed for in said petition - It is therefore considered that the said Drum and Henderson recover against the said Samuel Myers the said sum of $117 4/100 together with their costs, in and about their suit in this behalf expended taxed to $

Attest W.M. Wright Clerk

Pleas before this Honor John L. Price Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 24. day of February 1879. Here to fore to wit: on the 18th day of January 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition Case No. 3251 — J. H. Mauser Plaintiff vs. Catherine M. Brown & F. M. Brown Wilson Brown Defendants

Court of Common Pleas Union County Ohio. The plaintiff says! This his action is founded upon a promissory note of which the following is a copy - "July the 5th 1878. We or either of us Promise to pay Jonathan Hammond or bearer one hundred Dollars for value received. October first - F. M. Brown, Catherine M. Brown Wilson Brown, 2nd There are no credits thereon, 3d There is due from the defendants to the plaintiff on said note the sum of one hundred dollars which he claims, with interest from the 1st day of October 1878 - and for which he asks judgment - R. L. Woodrum Attorney for plaintiff

The State of Ohio, Union County ss. R. L. Woodrum being sworn says that he is the attorney of the above named J. H. Mauser duly authorized in the premises, that the above pleading 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 pleading

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Sworn to before me and signed in my presence this 18th day of January A. D. 1879 A. H. Beightler Notary Public

Praecipe

To Clerk: Issue summons upon the petition in the above case returnable according to law. Amount claimed $100.00 with interest from October 1st 1878 R. L. Woodburn

Afterward on the 19th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio Union County, ss. To the Sheriff of the County of Union Greeting: We Command you to notify F. M. Brown, Catherine Brown and Wilson Brown that they have been sued by J. H. Kaukee in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of February A. D. 1879 the petition of said J. H. Kaukee against them filed in the Clerk's 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. 1879. Witness my hand and the Seal of said Court, this 19th day of January A. D. 1879. W.M. Wright Clerk.

Returned and filed endorsed as follows on the 21st day of January 1879,

Return

The State of Ohio, Union County ss. Received this writ January 8. A. D. 1879. And pursuant to its Command, I served the same January 21st 1879 by delivering a certified Copy thereof with the endorsements thereon to the within named F. M. Brown also leaving a certified Copy thereof with the Endorsements thereon at the residence of each of the within named Catherine Brown and Wilson Brown Sheriffs Fees $3 70/100

J. J. Miller Sheriff by Dyer Reed Deputy

And afterward on the 24. day of February A. D. 1879 an entry was made on the Journal of said Court which reads as follows viz:

No 3257 Entry

J. H. Kaukee Plaintiff
vs.
F. M. Brown, Catherine M. Brown and Wilson Brown, Defendants

And now comes the said J. H. Kaukee and the said F. M. Brown, Catherine M. Brown and Wilson Brown having failed to demur or answer to the petition of the said J. H. Kaukee ought to recover the said sum of One Hundred Dollars so demanded in his petition, together with the sum of Two and 40/100 dollars which the Court finds due as the interest thereon as prayed for in said petition, It is therefore Considered that the said J. H. Kaukee recover against the said defendants the said sum of $102.40 being the amount of both debt and interest together with his costs in and about his suit in this behalf expended taxed to $

Attest W.M. Wright Clerk

Pleas before his Honor John L. Price Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 10th day of February A. D. 1879. Whereof to wit: On the 9th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Andrew Annins Plaintiff
vs.
M. V. Judy and A. Judy Defendants

Court of Common Pleas, Union County Ohio. The said Plaintiff Complains of the said defendants, for that the said defendants, on the 20th day of December 1877, made their certain promissory note in writing

of that date, and delivered the same to J. L. Southard and thereby promised to pay to the said J. L. Southard or order, the sum of $177 95/100 in one year from date, with interest at 8% payable annually. And the said J. L. South- and did afterward, before due, indorse and deliver the same to the said Plaintiff; yet the defendant hath not paid said sum of money, nor any part thereof to the said J. L. Southard before said indorsement, nor to said Plaintiff since said indorsement. There is due the Plaintiff from the defendants on said note the sum of $ 192 25/100 which he claims, with interest from the 20th day of December 1878 and for which he prays judgment A. H. Beightler Plaintiffs attorney

The State of Ohio, Union County, ss. A. H. Beightler being sworn, says he is the attorney of the above named Plaintiff duly authorized in the premises, that this action is founded upon a written instrument for the payment of money only, and now in affiants possession, and that the facts stated and allegations in the foregoing Petition are true as affiant truly believes- A. H. Beightler

Sworn to and subscribed before me this 9th day of January 1879

Wm. Wright Clerk

Praecipe — To Clerk: Issue summons in the above action returnable according to law, amount Claimed $192 22/100, 8% interest from Dec. 20th 1878 "A. H. B."

And afterward on January 9th 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify W. W. Judy and A. Judy that they have been sued by Andrew Amrine in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of February A. D. 1879 the petition of said Andrew Amrine against filed in the Clerk's 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. 1879- Witness my hand and the seal of said Court, this 9th day of January A. D. 1879- (Seal) Wm. Wright Clerk

Returned and filed January 11th 1879

Sheriffs return — Endorsed as follows viz: The State of Ohio, Union County ss. Received this writ January 10. A. D. 1879 at 9 o'clock A. M. And pursuant to its Command I served the same January 10th 1879 by delivering a certified copy thereof with the endorsements thereon to W. W. Judy also by leaving a certified copy with the endorsements thereon at the residence of A. Judy Fees $1 90

J. J. Miller Sheriff By Ayers Reed Deputy

And afterward on February 10. 1879 an entry was made on the journal of said Court which reads as follows viz:

Journal Entry — Andrew Amrine vs W. W. Judy et al } Court of Common Pleas Union County Ohio. Now came the Plaintiff herein by his attorney and the defendants being in default for answer and demurrer, the Court finds that the allegations of the Petition are confessed by them to be true, and that the defendants are indebted to the Plaintiff in the sum of $194 35/100 It is therefore considered, ordered and adjudged by the Court that the said Plaintiff recover from the said defendants the said sum of one hundred and ninety four and 35/100 dollars with 8% interest from the date of this entry and his costs herein expended taxed at $

Attest Wm. Wright Clerk

Petition Case No. 3180 — Pleas before ... quo and ... for the Com... D. 1879. He... filed with ... Andrew A...

Robert Mc D... and John B. M... or before the ... to the order ... 8% interest ... Robert X mark ... The ac... cation the ... to andrew ... defendant ... 68/100 dollars ... from the 3...

Praecipe — State of Oh... the attorney ... sies, that th... payment ... that the ... true as a... Sworn to...

Praecipe — Clerk's Fees ... indorse... And afte... Clerk of said ...

Summons — The State of ... ing: We co... they have b... Union Co... D. 1879 the ... Office of sa... dered acc... 13th day of ... Court, this ...

(Seal)

Return — Returned ... The State o... 1879 at 7 o... January 6 ... thereon to ... by Fees ...

And a ... on the jou...

Pleas before his Honor John L. Porter Judge of a Court of Common Pleas Begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 10th day of February A. D. 1879. Be it remembered that to wit: On the 4th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition Case No. 3180

Andrew Amerine Plaintiff
vs.
Robert McElroy, S. S. McElroy and John B. Hyde, Defendants

} Court of Common Pleas, Union County, Ohio. The Plaintiff says: That his cause of action is founded upon a promissory note, of which the following is a true copy. "$256.00 On or before the 1st day of June 1878, for value received, we promise to pay to the order of J. L. Southard, Two hundred and fifty six dollars, with 8% interest from date, payable annually. June 1st 1877. (signed) Robert X his mark McElroy. S. S. McElroy. John B. Hyde - Witness L. W. Smith

There are no credits on said note, For a good and valuable consideration the said J. L. Southard, indorsed and delivered the above note to Andrew Amerine the Plaintiff - There is due the Plaintiff from the defendants on said note the sum of two hundred and sixty one and 68/100 dollars ($29/68) which he claims, with interest at 8% per annum from the 3d day of February 1879 and for which he prays judgment.

A. H. Brightlee Plaintiffs Attorney

State of Ohio Union County ss. A. H. Brightlee being sworn, says he is the attorney of the above named Plaintiff, duly authorized in the premises, that this action is founded upon a written instrument for the payment of money only, which is now in affiants possession, and that the facts stated and allegations in the foregoing petition are true as affiant truly believes. A. H. Brightlee

Sworn to and subscribed before me this 4th day of January 1879
W. W. Winget Clerk

Praecipe

Clerk, Issue Summons in above action Returnable according to law. Indorse Amount claimed $29/68 and interest A. H Brightlee

And afterward on the 4th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We Command you to notify Robert McElroy and S. S. McElroy that they have been sued by Andrew Amerine in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of February A. D. 1879 the petition of said Andrew Amerine 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. 1879. Witness my hand and the seal of said Court, this 4th day of January A. D. 1879. W. W. Winget Clerk

(Seal)

Return

Returned and filed January 13th 1879 Endorsed as follows viz:
The State of Ohio, Union County ss. Received this writ January 4th A. D. 1879 at 7 oclock P. M. And pursuant to its Command served the same January 6th 1879 by delivering a certified copy thereof with the endorsements thereon to each of the within named Robert McElroy and S. S. McElroy Fees $2.60
J. J. Miller Sheriff

And afterward on the 10th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

Court of Common Pleas Union County Ohio. Entry
Andrew Annin
vs
Robert McElroy et al.

Now came the plaintiff Annin, by his attorney. And the defendants being in default for answer and demurrer, the Court finds that the allegations of the Petition are confessed by them to be true, and that the defendants are indebted to the plaintiff in the sum of $29 86/100. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of Two hundred and Ninety one and 86/100 dollars, with 8% interest from date of this entry, and his costs herein expended, taxed to $

Attest W. H. Winget Clerk

to 3247

C. Aullman & Co, Plaintiff
against
Wilson Brown et al Defendants

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 19th day of February 1879. Heretofore to wit: on the 18th day of January A. D. 1879 a Petition was filed with the Clerk of said Court, which reads as follows viz:

Petition

C. Aullman & Company
vs
Wilson Brown & Catherine Brown

Court of Common Pleas, Union County Ohio.
The plaintiffs say: That is an incorporated Company duly incorporated under the laws of the State of Ohio and doing business at Canton Ohio, Plaintiff further says that this its action is founded upon a promissory note of which the following is a copy, $359 Marysville Ohio August 1st 1878. On or before the first day of October 1878 for value received in one three Horse Separator No 5 and one Canton Monitor Engine we the undersigned of Union Township County of Union State of Ohio promise to pay to the order of C. Aullman and Co. Canton Ohio Four hundred and Ninety Nine Dollars negotiable and payable at the Office of Peoples Bank Marysville O. and annual interest at eight per cent per annum after maturity until paid. Presentment for payment and protest waived. Wilson his X mark Brown, Catherine Brown. Witness C. P. Kinney

The following endorsements appear on said note "Received on the within note one hundred five and 80/100 Dollars November 9th 1878." "Rec'd Dec. 26. 1878 twenty dollars" There is due from the defendants to the plaintiff on said note the sum of three hundred fifty nine and 30/100 Dollars which it claims with interest from January 1st 1879 at Eight per cent per annum and for which it asks judgment. Robinsons & Piper, Attorneys for Plaintiff

State of Ohio Union County ss. L. Piper being duly sworn says he is one of the attorneys of the plaintiff duly authorized in the premises, that the said foregoing pleading is founded upon a written instrument for the payment of money only and now in the possession of this affiant and that the facts stated and allegations in the foregoing pleading of C. Aullman and Company are true as affiant verily believes
L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 18th day of January A. D. 1879
Wm. Winget Clerk

Praecipe

To Clerk: Issue Summons upon above petition to Sheriff of Union County Ohio for Wilson Brown and Catherine M. Brown returnable according to law: Endorse "Amount Claimed $359 30/100 with interest at eight per cent from January 1st 1879.
Robinsons & Piper Attorneys for Plaintiff

And afterward on the 18th day of January A. D. 1879 a Summons was issued by the clerk of said Court which reads as follows viz:

Summons

The State of
We command
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Return

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Entry

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Thomas Lud

to 3219

Petition

Thomas Lud

J. M. Drum
Partners in
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"after due
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Summons

The State of Ohio. Union County, ss. To the Sheriff of the County of Union Greting: We command you to notify Wilson Brown and Catherine Brown that they have been sued by C. Aultman & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of February a. d. 1879 the petition of said C. Aultman & Co. 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. 1879. Witness my hand and the seal of said Court, this 18th day of January a. d. 1879 (Seal) Wm. Wright Clerk

Return

Returned and filed endorsed as follows on the 21st day of January 1879 Court: The State of Ohio, Union County, ss. Received this Writ January 19, a. d. 1879 and pursuant to its command, I served the same January 21st 1879 by leaving a certified Copy thereof with the endorsements thereon for each of the within named Wilson Brown and Catherine Brown at their usual place of residence Fees $2.00 J. J. Miller Sheriff By Sylvester Reed Dep Sheriff

And afterward on the 19th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

C. Aultman & Company vs. Wilson Brown and Catherine Brown } Now came the plaintiff herein and the defendants being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and find that the defendants are indebted to the plaintiff in the sum of three hundred sixty one and 28/100 Dollars on the first day of this term of this Court. It is therefore Considered by the Court that the said plaintiff recover from the said defendants the said sum of three hundred sixty one and 28/100 Dollars with Eight per cent interest from the first day of this term of this Court and the Costs of the plaintiff herein expended taxed at $

Attest Wm. Wright Clerk

No. 3219

Thomas Ludlow & Rogers against Drum & Henderson } Pleas before his Honor John L. Porter Judge at a Court of Common Pleas Begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 11th day of February 1879. Heretofore to wit: on the 11th day of January A.D. 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Court of Common Pleas Union County Ohio

Thomas Ludlow and Rogers Plaintiffs vs. J. M. Drum and J. A. Henderson Partners in business under firm name and style of Drum & Henderson. Defts. } Plaintiff says. It is a Corporation duly incorporated under the laws of Ohio. That this its action is founded upon a promissory note of which the following is a copy.

$ 120.00 Marysville Ohio. October 9th 1878. October 1st 1878 after date we "promise to pay to Thomas Ludlow and Rogers or order for value received, payable at the Farmers Bank with Exchange, One hundred and Twenty dollars "with interest at rate of 6 per cent from January 1st 1878 till due and 10 per cent "after due until paid. P.O. Marysville Ohio "Drum & Henderson"

There is due from the defendants to the plaintiff on said note the sum of one hundred and twenty dollars which it claims with interest at 6% from January 1st 1878 to October 1st 1878 and interest from October 1st 1878 at 10 per cent per annum and for which it asks judgment

Robinson and Piper Attorneys for Plaintiff

State of Ohio, Union County ss D. Piper being duly sworn says that he is one of the attorneys of the above named Thomas Ludlow Rogers duly Authorized in the Premises, that the above pleading 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 pleading of Thomas Ludlow and Rogers are as affiant believes

D. Piper

Sworn to before me by D. Piper and by him subscribed in my presence this 11th day of January A. D. 1879 W. M. Wright Clerk

Notice of Summons waived

"We hereby waive the issuing and service of process and enter our appearance to this case January 11. 1879 Drum & Henderson

And afterward on February 11th 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

Thomas Ludlow & Rogers
vs.
Drum and Henderson

And now come the said Thomas Ludlow and Rogers and the said Drum and Henderson having failed to demur or answer to the petition of the said Thomas Ludlow and Rogers, it is considered that the said Thomas Ludlow and Rogers ought to recover the said sum of one hundred and twenty dollars so demanded in their petition together with the sum of $ 6 80 which the Court finds due as the interest thereon on the first day of this term of Court, as prayed for in said petition. It is therefore considered that the said Thomas Ludlow and Rogers recover against the said Drum & Henderson the said sum of $ 127 80 with interest from the first day of this term of Court with their costs in and about their suit in this behalf expended taxed to $.

Attest W. M. Wright Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 11th day of February A. D. 1879. Be it remembered to wit: On the 11th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Jos. W. Fuller, J. Kobart Warren
George A. Wells and Walter P. Warren
doing business under firm name and
style of Fuller Warren & Company, Plaintiffs

vs.

J. M. Drum and James A. Henderson
doing business under firm name and
style of Drum & Henderson, Defendants

Court of Common Pleas, Union County Ohio- Plaintiffs say: I cause of action- Their first cause of action is founded upon a promissory note of which the following is a copy "$ 100 00 Marysville Ohio June 19th 1878. Thirty days from date we promise to pay to Fuller, Warren & Co. or Bearer, One Hundred dollars at Bank of Marysville, Value received with interest at eight per cent per annum

(Signed) Drum & Henderson

There is due the plaintiffs on said note from the defendants the sum of one hundred dollars which they claim with interest at eight per cent from June 19th 1878. II cause of action. The plaintiffs further say that this second cause of action is founded upon a promissory note of which the following is a copy "$ 100 00 Marysville O. June 19th 1878 Sixty days after date we promise to pay to Fuller Warren & Co. or Bearer One hundred dollars at Bank of Marysville. Value received with interest at eight per cent per annum-

(Signed) Drum & Henderson

There is due the plaintiffs on said note from the defendants the sum of one hun-

Hed dollars which they claim with interest at Eight per cent from the 19th day of June 1878. Plaintiffs therefore ask judgment for the sum of two hundred dollars with interest from June 19. a. D. 1878 at eight per cent per annum.

Robiensons and Piper Attorneys for Plaintiffs

State of Ohio Union County ss. L. Piper being sworn says that he is one of the attorneys of the above named Fuller Warren & Co. duly authorized in the premises That the above pleading of Fuller Warren Company is founded upon written instruments for the payment of money only, and are now in the possession of this affiant and that the facts stated and allegations in the foregoing pleading of Fuller Warren Company are as affiant believes true

L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 11th day of January a. D. 1879 W.H. Winget Clerk

Waiver of summons

We hereby waive the issuing and service of process and enter our appearance in this case, January 11th 1879 Dunn & Henderson

Entry

And afterwards on February 11th 1879 an entry was made on the journal of said Court which reads as follows viz:

Fuller, Warren & Co. vs. Dunn & Henderson } And now come the said Fuller Warren Company and the said Dunn & Henderson having failed to answer or demur to the petition of the said Fuller Warren Company, it is considered that the said Fuller Warren and Company ought to recover the said sum of Two Hundred dollars so demanded in their petition together with the sum of ten dollars which the Court finds due as the interest thereon on the first day of this term of Court as prayed for in said petition, it is therefore considered that the said Fuller Warren Company recover against the said Dunn & Henderson the said sum of $210.00 with 8% interest from the first day of this term together with their costs in and about their suit in this behalf expended taxed at

Attest W.H. Winget Clerk

Pleas before his Honor Johnson L. Porter Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 2d day of February A.D. 1879. Be it remembered to wit: on the 11th day of January 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Horace Colon Plaintiff against John B. Hyde and A.J. Richardson } Court of Common Pleas, Union County, Ohio. The plaintiff says: That this his action is founded upon a promissory note of which the following is a copy with the credits and endorsements thereon to wit: "$146.70 May 9th 1876. Twelve months after date I promise to pay to the order of A. J. Richardson the sum of one Hundred and Forty six and 70/100 Dollars at eight per cent from date value Received" "John B. Hyde" "August 23rd 1877 Received on the within note $36.00 Indorsed across the back "A. J. Richardson". The defendant John B. Hyde is liable on said note as maker and the defendant A. J. Richardson as indorser. On the day of A.D. 1878, and after the maturity of said note the said A.J. Richardson for a full fair and valuable consideration, sold, indorsed and delivered said note to the plaintiff, who is now the legal owner and holder thereof. There is now due from the defendants to the plaintiff on said note the sum

of one hundred and twenty four and 84/100 Dollars which he claims with interest from the 23d day of August A. D. 1877 and for which he asks judgment.

A. J. Carpenter Attorney for plaintiff

The State of Ohio, Union County ss. A. J. Carpenter being sworn says that he is the attorney of the above named plaintiff duly authorized in the premises. That this the plaintiffs action is founded upon a written instrument for the payment of money only, which is now in possession of affiant. Affiant further says the facts stated and the allegations contained in the foregoing petition of plaintiff are true as affiant truly believes.

A. J. Carpenter

Sworn to by A. J. Carpenter before me and signed by him in my presence this 11th day of January A. D. 1879 W.M. Wright Clerk.

Praecipe — To Clerk: Issue summons upon the petition in above entitled case returnable according to law. Indorse, Amount claimed $124 84/100 with interest at 8% from the 23rd day of August A. D. 1877 A. J. Carpenter Attorney for Plaintiff

And afterwards on the 11th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting We command you to notify John B. Hyde and A. J. Richardson that they have been sued by Horace Colvin in the Court of Common Pleas of Union County, and that unless the answer by the 8th day of February A. D. 1879 the petition of said Horace Colvin against them filed in the Clerk's 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. 1879 Witness my hand and the seal of said Court, this 11th day of January A. D. 1879 W.M. Wright Clerk.

(Seal)

Return — Returned and filed endorsed as follows viz: on the 20th day of January 1879 The State of Ohio, Union County, ss. Received this writ January 11th A. D. 1879 at 3 o'clock P.M. And pursuant to its command served the same January 18th 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of each of the within named John B. Hyde and A. J. Richardson. Sheriffs Fees $2.40 J. J. Miller Sheriff

And afterwards on the 12th day of February A. D. 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal entry — Horace Colvin Plaintiff vs. John B. Hyde & A. J. Richardson

And now comes the said Horace Colvin by his Attorney, and the said John B. Hyde and A. J. Richardson having failed to demur or answer to the petition of the said Horace Colvin it is considered that the said Horace Colvin ought to recover the said sum of $124 84/100 so demanded in his petition together with the sum of $14 42 which the Court finds due as the interest thereon as prayed for in said petition. It is therefore considered that the said Horace Colvin recover against the said John B. Hyde as principal and the said A. J. Richardson as endorser the said sum of $139 26/100 with interest at 8% from the first day of this term of Court, together with his costs in and about his suit in this behalf expended taxed to $

Attest W.M. Wright Clerk

Pleas before his Honor John D. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 19th day of February A. D. 1879. Hereto fore

Petition on note — To wit: On the ... said Court ... D. F. Yales, ... Thomas McD... John B. Hyde ... attached ... then and ... the said da... the said ... 1878. Ther... sum of one...

Copy of note — The State of ... defendants ... Sworn to by ... Broadway ... promise to ...

Praecipe — To the Clerk ... with interest ... And a Su... sued by the ...

Summons — The State ... Union Co... McElroy a... the Court ... sworn by the ... against th... be taken a... make due ... ness my h... A. D. 1879 ...

Return — Returned ... The State ... 1879 at 3 o... on the 22 ... the endorse... Robert McC...

And afte... on the Jour... D. F. Yates ... Thomas M... Robert McD... Jendan ... one dollar...

Entry No. 3238

to wit: On the 18th day of January 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition on note

J. F. Gates, Plaintiff
vs.
Thomas McElroy, Robert McElroy John B. Hyde Defendants

} Court of Common Pleas Union County Ohio.
} The plaintiff J. F. Gates says: The defendants Thomas M. McElroy, Robert McElroy and John B. Hyde made their note (a copy of which is hereto attached) to the plaintiff on the 12th day of April 1878 and thereby promised then and there to pay to plaintiff one hundred dollars, eight months after said date and there is due plaintiff from defendants on said note the said sum of one hundred dollars with interest from the 12th of December 1878. Therefore plaintiff asks judgment against the defendants for said sum of one hundred dollars and interest thereon from December 12. 1878

Robinsons and Piper Attorneys for plaintiff

The State of Ohio, Union County ss. J. F. Gates plaintiff being duly sworn deposes and says the Relies the allegations of the foregoing petition are true

(signed) J. F. Gates

Sworn to before me and signed in my presence this 18th day of January 1879

W. M. Wright Clerk

Copy of note

Broadway April 12, 1878 $100.00 Eight Months after date we or either of us promise to pay J. F. Gates or Bearer one Hundred dollars, value received,

Thomas M. McElroy, Robert McElroy John B. Hyde

Praecipe

To the Clerk: Issue summons and endorse "Petition on note for $100 with interest from December 12th 1878." Robinsons & Piper Attys. for plaintiff

And afterward on the 18th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify Thomas McElroy, Robert McElroy and John B. Hyde that they have been sued by J. F. Gates in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of February A. D. 1879 the petition of said J. F. Gates 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. 1879. Witness my hand and the seal of said Court this 18th day of January A. D. 1879

(Seal) W. M. Wright Clerk

Return

Returned and filed January 27th 1879 endorsed as follows viz:
The State of Ohio, Union County ss. Received this writ January 18th A. D. 1879 at 3 o'clock P. M. And pursuant to its command, served the same on the 22nd day of January 1879 by delivering a certified copy thereof with the endorsements thereon to each of the within named Thomas McElroy, Robert McElroy, and John B. Hyde. Fees $3.10 J. J. Miller Sheriff

And afterward on the 19th day of February A. D. 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry No. 3238

J. F. Gates Plaintiff
vs.
Thomas M. McElroy
Robert McElroy and John B. Hyde Defendants

} Now came the plaintiff, the defendants being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and find that the defendants are indebted to the plaintiff in the sum of one hundred and one dollars on the 12th day of February 1879. It is therefore considered by

the Court that the said Plaintiff recover from the said defendants the said sum of one hundred and one Dollars with interest from said 12th day of February and also his costs herein expended taxed to $

Attest W.M. Wright Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, On the 21st day of February A. D. 1849. Came to for to wit: on the 18 day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

A. T. Carpenter, Plaintiff } Court of Common Pleas Union County O. Petition
against } The plaintiff says: That action is founded upon
William Huston Defendant } a promissory note, of which the following is a copy.

"$100.00 Four months after date, for value received, we jointly and severally promise to pay D. M. McCracken or order at their office, one Hundred Dollars with interest at the rate of 8 per cent per annum, on all unpaid principal and interest until paid; interest to be computed every year, with five per cent attorney fee if collected, 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 appear for us or either of us, in any of said Courts, at any time after the above note becomes due, and confess 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 rendition until paid. We do also hereby waive all right of appeal, the stay of execution, The force and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may occur in 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 and seals at This 24th day of Aug. 1878. "William Huston (Seal)

On the back of said note is the following endorsement. "D. M. McCracken"
There are no credits thereon. On the 27th day of August A. D. 1878 the Plaintiff for a full, fair, and valuable consideration purchased said note of the said D. M. McCracken and is now the legal owner and holder thereof. There is due from the defendant to the plaintiff on said note, The sum of One hundred dollars, which he claims, with interest at 8 per cent from the 24th day of August A. D. 1878, and for which he asks judgment.

A. T. Carpenter in person.

State of Ohio, Union County ss. A. T. Carpenter the above named plaintiff being sworn, says that the facts stated and the allegations contained in his foregoing petition, are true as he verily believes. A. T. Carpenter.

Sworn to by A. T. Carpenter before me, and signed by him in my presence, this 18th day of January A. D. 1879 W. M. Wright Clerk

Praecipe

To Clerk: Issue Summons upon petition in above entitled case returnable according to law. Indorse "Amount Claimed $100.00 at 8% interest from August 24. 1878

A. T. Carpenter.

And afterward on the 18th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of
Greeting:
sued by A.
That unless
said A. T.
such petition
you will
A. D. 1879.
January A.

Return

The State
at 3 oclock
delivering
in named

And afterward
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No 3260 Petition

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Summons

The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify William Huston that he has been sued by A. J. Carpenter in the Court of Common Pleas of Union County, and that unless he answer by the 5th day of February A. D. 879 the petition of said A. J. Carpenter against him filed in the Clerk's 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. 1879. Witness my hand and the seal of said Court, this 8th day of January A. D. 1879 Wm. Wright Clerk

Returned and filed endorsed as follows on January 27, 879 -
I do duly Leonard C. Miller to serve this writ. J. J. Miller, Sheriff

Return

The State of Ohio, Union County ss. Received this writ January 8. A. D. 879 at 3 oclock P. M. And pursuant to its command, served the same by delivering a certified copy thereof with endorsements thereon to the within named William Huston on the 24th day of January 879 Fees $1,70

J. J. Miller Sheriff

And afterward on the 21st day of February 879 an entry was made on the Journal of said Court which reads as follows viz:

No. 3250 Entry

A. J. Carpenter vs. William Huston } And now comes the said A. J. Carpenter, and the said William Huston having failed to demur or answer to the petition of the said A. J. Carpenter it is considered that the said A. J. Carpenter ought to recover the said sum of $100.00 so demanded in his petition together with the sum of $3.03 which the Court finds due as the interest thereon as prayed for in said petition, It is therefore considered that the said A. J. Carpenter recover against the said William Huston the said sum of $103.03 (with interest at 8% from the first day of this term of Court) together with his costs in and about his suit in this behalf expended taxed to $

Attest Wm. Wright Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 24th day of February A. D. 1879. Hereto fore to wit; on the 25th day of January A. D. 879 a Petition was filed with the Clerk of said Court which reads as follows viz:

No 3260 Petition

Wheeler & Wilson Mfg. Co. Plaintiff } Court of Common Pleas Union County Ohio
vs. } The plaintiff in this action is an
James R. Pyne and J. A. Henderson } incorporated Company doing business within the State of Ohio, with an office at Cincinnati Ohio.
The Plaintiff further says, that his cause of action is founded upon a promissory note, of which the following is a copy: "$115.00/100 Marysville Ohio, July 9th 1878. Six months after date we or either of us promise to pay to the order of Wheeler & Wilson, Manufacturing Co., One Hundred and fifteen dollars, payable at Banks of Marysville Ohio, Value received with interest at eight per cent per annum after maturity (Signed) "James R. Pyne." "J. A. Henderson"
The note is endorsed as follows: Pay to Bank of Marysville or order for collection, account of Wheeler & Wilson Manufacturing Co- Said note was not paid on said indorsement and yet remains the property of the plain-

tiff - No payments have been made thereon - That said note was duly protested on Saturday the 11th day of January 879. which protest cost the Plaintiff the sum of $1.25 That there is due from the defendants to the Plaintiff on said promissory note, the sum of $115.00 with interest at 8 per cent per annum from the 9th day of January 879 whereupon the Plaintiff claims (damages) for the sum of $115.00 with interest at the rate of 8 per cent per annum from the 9th day of January 879, together with costs of protest $1.25 Laurence & Mulford Attorneys for Plaintiff

State of Ohio, Union County ss. M. C Laurence being duly sworn, says that the Plaintiff is a Corporate body duly incorporated: that he is one of the attorneys of the Plaintiff duly authorized, and that the facts stated and allegations contained in the foregoing Petition are true as he verily believes. "M. C Laurence"
Sworn to by M. C. Laurence before me and signed by him in my presence this 25. day of January 879 W. H. Winget Clerk

Issuing & service waived

We hereby enter our appearance in this case and waive the issuing and service thereon this 25th day of January 879. James R. Pyne, J. A. Henderson.
I acknowledge my self good for costs for plaintiff in this action January 25th 879
M. C. Laurence

And afterwards on the 2nd day of February 879 an entry was made on the Journal of said Court which reads as follows viz:

No 3260 Entry

The Wheeler Wilson Manufacturing Co. vs. James R. Pyne and James A. Henderson } Now comes the plaintiff by its attorneys and the defendants being in default for answer and demurrer, this cause was submitted to the Court by the plaintiff upon the petition, neither party requiring a jury; On consideration whereof the Court finds that the defendants are indebted to the plaintiff on the 3d day of February 879, in the sum of $116.86 It is therefore considered, ordered and adjudged by the Court, that the said plaintiff recover of the said defendants the said sum of $116.86 with eight per cent interest thereon from the 3d day of February 879. and also its costs herein Expended taxed to $
Attest W. H. Winget Clerk

Praecipe

Plea & for the Term Josiah D. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 13th day of September A. D. 1878. Heretofore to wit: On the 3rd day of August 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Summons

Petition

P. C. Barnes Plaintiff vs Martha G. Miller & Charles F. Miller } Court of Common Pleas, Union County Ohio, The Plaintiff says: That on or about the 13th day of April 874 the defendants Martha Miller and Charles F. Miller her husband, executed and delivered to one W. G. Jones, their joint and several promissory notes of that date, two of which remain unpaid and of which the following are copies together with the endorsements thereon, I. "By the 1st of April 1877 I promise to pay to W. G. Jones or order, Fifty dollars with 8% annual interest, Value received, April 13 1874" "Martha G. Miller" "Charles F. Miller" - Indorsed "W. G. Jones." Interest paid on this note up to April 13th 1875- 2nd By the 1st of April 1878, I promise to pay to W. G. Jones or order Fifty dollars, with 8% annual interest - Value received - April 13th 1874 (signed) "Martha G. Miller," "Charles F. Miller" Indorsed, "W. G. Jones." Interest paid on this note up to April 13th 1875." There is now due and owing upon said notes, the sum of ($100) one hundred dol-

Return

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Cars with interest at the rate of 8% per annum from 13th day of April 1875 for which the Plaintiff asks judgment. The defendants also on the 16th day of April 1875 to secure the payment of said notes executed and delivered to said Jones, their mortgage deed, and thereby conveyed to said Jones, his heirs and assigns the following described premises, situated in said County of Union to wit: Lot No. (164) one hundred and sixty four, in J. S. Gills addition to the town of Richwood in Union County, Ohio- for a more particular description of said premises, see recorded plat of said town, duly recorded in the records of said County." The condition of said deed was such, that if said Defendants should pay or cause to be paid, said notes according to the tenns thereof, then said deed to be void, otherwise to remain in full force and virtue in law. On the 21st day of June 1875 at one oclock P. M. the said mortgage was delivered to the recorder of said County, and was by him recorded the same day. The said deed has become absolute There is due and owing upon said indebtedness, the sum of ($100) one Hundred Dollars, with interest thereon at the rate of 8% per annum, from the 13th day of April 875. The Plaintiff P. E. Barnes is now the legal owner, and holder of said notes and mortgage and he therefore asks that the same 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. Bowen & Gardner Plaintiffs Attorneys

State of Ohio, Union County, ss. P. E. Barnes being sworn says that the facts in his foregoing petition contained are true as he verily believes. "P. E. Barnes"
Sworn to and subscribed in my presence this 2d day of August 1878
(Seal) P. R. Kerr, Notary Public

Praecipe

The Clerk will issue summons upon the petition in the above case, to be served on the Defendants in Marion, Marion County Ohio, returnable according to law- indorse amount claimed $100.00 with 8% interest from 13th April 1875, and sale of Mortgaged Premises. Bowen & Gardner attys. for Plff.

And afterward on the 3rd day of August A. D. 878 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Marion Greeting: We command you to notify Martha E. Miller and Charles F. Miller that the Petition filed by P. E. Barnes in the Court of Common Pleas of Union County, and that unless they answer by the 31st day of August A. D. 1878 the petition of said P. E. Barnes 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 August A. D. 1878- Witness my hand and the seal of said Court this 3d day of August A. D. 1878 (Seal) Wm. Wing Clerk
Summons endorsed "In action for foreclosure of Mortgage, Amount Claimed $100.00 with 8% interest from April 13th 1875."

Returned and filed August 13th 1878 Endorsed as follows viz:

Return

The State of Ohio Marion County, ss. Received This Writ August A. D. 1878 at 7 oclock P. M., and pursuant to its Command I served the same on the 8th day of August by delivering a true and Certified copy of this summons with the endorsements thereon to the within named Martha E. Miller personally, by leaving a true a certified copy thereof with the indorsements at the usual place of residence of the within named Charles F. Miller, Fees $1.70 S. A. Guthrie Sheriff

No 2994 Entry

And afterward on the 13th day of September 1878 an entry was made on the Journal of said Court which reads as follows viz:

P. E. Barnes Plaintiff
vs
Martha G. Miller and Charles F. Miller her Husband

And now comes the said P. E. Barnes by his attorney, and the said defendant still failing to answer or demur to said petition, it is considered that the said Plaintiff is entitled to an account of the money due him in the premises, and the Court after hearing the evidence do find there is due to the said plaintiff on the notes and mortgage in said petition described, the sum of $127 34. one hundred and twenty seven dollars and thirty four cents, It is therefore considered by the Court here that the said plaintiff recover of the said defendant the said sum of $127 34 one hundred and twenty seven dollars and thirty four cents 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 defendants fail for five days from the close of this term of Court to pay to the said plaintiff the said sum of $127 34 so as aforesaid found due, with costs of suit an order issue to the Sheriff of said County of Union 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 the said sum so found due with costs of suit.

And afterward on the 16th day of October 1878 an Order of Sale was issued by the Clerk of said Court which reads as follows viz:

Order of Sale

The State of Ohio Union County, ss. To the Sheriff of said County- Greeting: Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 13th day of September A. D. 1878, in the Cause of P. E. Barnes Plaintiff and Martha G. Miller et al. Defendants, it was ordered, adjudged and decreed as follows, to wit: That in case the said defendant fails for 5 days from this date to pay to the Plaintiff the sum of $124 34 found due and the cost of this action that an order issue to the Sheriff of Union County commanding him to cause the lands and tenements described in the plaintiffs petition to be advertised and sold according to law and apply the proceeds thereof to the payment of said sum and cost of suit - Description of Lands. Situate in the County of Union to wit: Lot No. 164 in J. S. Gills addition to the Town of Richwood Ohio. for a more specific description of said premises see recorded plat of said Town, duly recorded in the records of said County. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 16th day of October 1878 W.W. Winget Clerk

Entry

Returned and filed endorsed as follows viz: On November 22nd 1878
The State of Ohio Union County ss. In obedience to the Command of the Order of Sale hereto annexed, I did, on the 21st day of October 1878 summon George H. Woods, W. S. Bowers and A. J. Blake three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and

Legal Notice

Proof of Publication

Journal Entry

tenements [illegible] 1878, said [illegible] did, upon [illegible] value in [illegible] Copy of said [illegible] of Summons [illegible] Caused to [illegible] and publish [illegible] tenements [illegible] ty, on the 2 [illegible] having ad [illegible] premises to [illegible] to said real [illegible] place about [illegible] lic sale, at [illegible] Barnes who [illegible] law and [illegible] thereof, and [illegible] then and [illegible] him for said [illegible] appraisers [illegible]

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P. E. Barnes
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tenements therein described, and afterward, on the 21st day of October A.D. 1878, said appraisers returned to me, under their hands and seals that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at one hundred and fifty Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 23rd day of October 1878, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at Public sale, at the door of the Court House of said County, on the 23d day of November A. D. 1878 at one oclock P. M. of said day, and having advertised the said lands and tenements for more than thirty days prious to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did, on said 23rd day of November A.D. 1878, at the time and place above mentioned, proceed to offer said lands and tenements at Public sale at the door of said Court House, and thereupon there came P. E. Barnes who bid for the same the sum of one Hundred and one (101) Dollars and said sum being more than two thirds of the appraised value thereof, and said P. E. Barnes being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of One Hundred and one (101) Dollars. Sheriffs fees $5.22 Appraisers fees $1.50 Bridge fees 25 cts J. J. Mills Sheriff.

And afterward on February 6th 1879 a Legal Notice was filed with the Clerk of said Court which reads as follows viz:

Legal Notice

Court of Common Pleas Union County Ohio. Order of Sale

P. E. Barnes vs Martha G. Mills et al.

By virtue of the above stated writs from said Court to me directed, I will offer at Public sale at the door of the Court House in Marysville Ohio, on Saturday January 25, 1879 at or about the hour of one oclock P. M. of said day the following described lands and tenements, to wit: Situate in the County of Union and State of Ohio: being lot No. 64 in J. S. Gill's addition to the town of Richwood Ohio. For a more specific description of said premises, see recorded plat of said town duly recorded in the records of said County. Appraised at $150 cts J. J. Mills, Sheriff. S. S. Gardiner, Attorney.

Proof of Publication

The State of Ohio, Union County, ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with Oct. 23rd 1878. "W. O. Shaw" Sworn to and subscribed before me, this 6th day of February 1879 "W. M. Winget Clerk."

And afterward on the 13th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

P. E. Barnes vs. Martha Mills et al.

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this court, it is ordered that the proceedings and sale be and they are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser P. E. Barnes by deed in fee simple, the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession of said premises

Attest W. M. Winget Clerk

Pleas before His Honor John L. Porter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 10th day of February A. D. 1879. Be it remembered to wit: on the 10th day of January 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

William H. Lamm, Plaintiff
against
Jesse Taylor Defendants

In the Court of Common Pleas of Union County O.
Plaintiff says:
That this transaction is founded upon an account of which the following is a copy: "Washington C. H. Ohio June 26th 1878
Jesse Taylor Dr. To S. A. Yeoman. 1874. Nov. 28 To 1 coat self $18.00 Dec. 14. To 1 Robe self $8.00 6% from Jan. 1st 1875 to date (June 26th 1878) 7.56
1875 Jan. 9. one coat $25.00 / pr. pants $6.50 / pr. drawers 75¢ self $32.25 Jan. 9th one hat $3.50. March 11. / Box collars 25¢ March 27 / hat $3.75 / shirt $2.25 / linen collar .25 .. $6.25 April 3d / suit $30 April 17 / Pair Gloves $2.00 Nov. 4 / Pair gloves $2.00 / Horse Blanket $2.00 .. $4.00 Dec 15. 3½ yd. Cash 6½ $2.44 6% on 875 account from January 1/76 to date (June 26th 1878) $2.10 Balance due June 28. 1878 $ / 36.35 - There is the following endorsement on said account. "June 26 1878. In consideration of one hundred and thirty six 35/100 dollars cash in hand paid to me by William H. Lamm I hereby release, sell and assign to said William H. Lamm the above account S. A. Yeoman, S. Plaintiff says: that there are no other endorsements on said account, that no part thereof has been paid and that said plaintiff is now the legal owner and holder thereof by assignment and transfer from said S. A. Yeoman and that there is due and remaining unpaid thereon the sum of one hundred, thirty six and 35/100 dollars with interest from the 26th day of June 1878 and for which plaintiff asks judgment Jno. M. Brodrick Attorney for plaintiff
State of Ohio Union County ss. John M. Brodrick being sworn makes oath that he is the duly authorized attorney for said plaintiff: That plaintiff is a non resident of said County of Union and is now absent therefrom and that the facts stated in the forgoing petition are as affiant believes true
John M. Brodrick
Sworn to by said John M. Brodrick before me and by him signed in my presence this 10th day of January 1879 Wm. Winget Clerk

Recipe

William H. Lamm
against
Jesse Taylor Defendant
Civil action for money only. Amount claimed $ / 36 35 with 6% interest from June 26th 1878 John M. Brodrick Attorney for plaintiff
To the Clerk: Issue summons to the defendant on the within directed to the Sheriff of Union County Ohio and returnable according to law. Endorsed:

Summons

And afterward on the 10th day of January 1879 a 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 Greeting:
We command you to notify Jesse Taylor that he has been sued by Wm H. Lamm in the Court of Common Pleas of Union County, and that unless he answer by the 8. day of February A. D. 1879 the petition of said W. H. Lamm against him filed in the Clerk's 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 20. day of January A. D. 1879. Witness my hand and the seal of said Court, this 10 day of January A. D. 1879 Wm. Winget Clerk

Seal

Return Filed Jan 20/79

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The State of Ohio Union County ss. Received this Writ January 10th A. D. 1879 at 3 o'clock P. M., And pursuant to its command, served the same on the 15th day of January 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named Jesse Taylor

Fees $2.30 J. J. Miller Sheriff

And afterward on the 10th day of February A. D. 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

William H. Lamme
vs.
Jesse Taylor

This day this cause came on for hearing and thereupon came the plaintiff by his attorney, and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiff in the sum of $214 2/100 with interest from the 3d day of February 1879. It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of Two hundred forty one and 2/100 dollars with interest from the 3rd day of February 1879, and his costs herein expended taxed to $

Attest W. H. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 14th day of February A. D. 1879. Heretofore to wit: On the 13th day of July 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Margaret Finley Plaintiff
Against
John J. Finley Admr of the Estate of James G. Finley decd.

Court of Common Pleas Union County Ohio
The said plaintiff says she is the owner of the account hereto attached for two hundred and thirteen dollars against the estate of J. G. Finley decd and says there is justly due her, the plaintiff, from said John J. Finley as administrator with the will annexed of said James G. Finley decd the sum of Two hundred and thirteen dollars for money loaned to James G. Finley decd April 1st 1871 to be paid by him to plaintiff with interest on demand. That said plaintiff was then intimate with Fenton F. Finley now decd. who died February 26th 1876 and the plaintiff duly presented said claim April 29. 1878 to said defendant for allowance and the defendant rejected then and there the allowance of the same as a just claim against said estate. Therefore the plaintiff asks judgment for the allowance of said claim of two hundred and thirteen dollars with interest from April 29. 1878 against the said J. J. Finley Admr of the estate of James G. Finley decd.

Copy of Account

"The estate of James G. Finley decd. To Margaret Finley Dr. To Cash loaned to James G. Finley April 1st 1871 to be paid back on demand with interest. By Margaret Finley $150.00 Interest to date $63.00 Total $213.00

The State of Ohio Union County ss, Margaret Finley being duly sworn deposes and says that she is the owner of the foregoing account and claim against the estate of James G. Finley decd. That said sum is justly due her from said estate for money loaned by her to said James G. Finley April 1st 1871 to be paid on demand with interest. That she has demanded the same of the said Administrator with the will annexed viz: John J. Finley and the same has not been paid. That no payments have been made

thereon and no offsetts exist against the same - That this affiant was a married woman until the 26. day of February 876 when her Husband Fenton H. Finley died.
Maggie Finley"
Sworn to before me and signed in my presence Aprie 29th 1878. L. Piper Notary Public
This claim presented to me this day and rejected Aprie 29th 1878
(signed) J. J. Finley Admr with the will annexed."
Robinsons and Piper Attys for plaintiff

The State of Ohio Union County SS. The plaintiff Margaret Finley being duly sworn deposes and says the allegations of the foregoing petition are all true as she believes
Maggie Finley
Sworn to before me and signed in my presence by Margaret Finley this 10th day of June 1878 W. H. Woods J. P.

Issue of Summons waived

The issuing and service of summons in this case is waived and the appearance of said defendant entered - July 13. 1878. To answer by August 3. 1878.
J. L. Cameron Attorney for John J. Finley.
We acknowledge ourselves security for costs in this case July 13th 1878.
J. W. Robinson. C. L. Chapman.

Answer

And afterward on February 14th 1879 an answer was filed with the Clerk of said Court which reads as follows viz:

Margaret Finley Plaintiff
vs.
J. J. Finley Admr with will annexed of James G. Finley Dec'd

In the Court of Common Pleas of Union County.
Now comes the said J. J. Finley, for answer to plaintiffs petition and admits that he is the administrator of the estate of James G. Finley with the will annexed but he denies each and every other allegation in plaintiffs petition set forth, and not admitted above. Therefore the said defendant asks to go hence without day and recover his costs.
Cameron & Denton Attorneys for defendant.

The State of Ohio, Union County ss. The defendant J. J. Finley being duly sworn deposes and says the allegations of the foregoing answer are true as he verily believes
J. J. Finley
Sworn to before me and signed in my presence by J. J. Finley this 7th day of September A. D. 1878 Jno. M. Brodrick Notary Public.

Journal Entry

And afterward on February 14th A. D. 1879 an entry was made on the Journal of said Court which reads as follows viz:

Margaret Finley
vs.
John J. Finley Admr with will annexed of James G. Finley dec'd

This day came the defendant and by leave of the Court filed his answer to the plaintiffs petition and thereupon came the plaintiff but defendant came not and thereupon came a jury to wit: B. F. Martin, J. A. Andrews, Wm Benson, Daniel Anderson, Orton Reed, M. Thompson, H. S. Wood, Oliver Hayes, J. L. Porter, D. J. Simmons, John Egan, John Sellers, who being duly impaneled and sworn according to law and having heard the evidence and argument of counsel and the charge of the Court retired to their room in charge of the Sheriff for deliberation: Now came the said jury into open court with their verdict in writing and signed by their foreman and say: We the jury in this case being duly impaneled and sworn do find and say that we find for the plaintiff and assess her damages in the sum of Two hundred and Twenty and 82/100 dollars ($220.82)
M. Thompson, Foreman. It is therefore considered and adjudged by the Court that the plaintiff Margaret Finley recover of said defendant as Administrator

Petition

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with the will annexed of James G. Finley decd. said sum of two hundred and twenty and 82/100 dollars and costs herein expended taxed to $ and that said administrator allow said claim and costs and pay the same out of said estate according to law. Attest W.M. Winget Clerk

Mary E. Ferguson
against
William H Ferguson

Pleas for his Honor John L. Potter Judge of a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 22nd day of February A.D. 1879. Be it for to wit: On the 19th day of August 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

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

Your Petitioner Mary E. Ferguson respectfully represents that she has been a resident of said State of Ohio for more than one year last past and is now a bonafide resident of said County of Union. Your Petitioner further represents that on or about the 22nd day of October A. D. 1873 at the village of Richwood in said County of Union she was married to one William H. Ferguson (whom she prays may be made a party Defendant to this petition) and that she has ever since her said marriage conducted herself toward the said William H. Ferguson as a faithful and obedient wife and that she had while living with the said William H. Ferguson one child (viz: Mildred Ferguson aged four years October next. Your Petitioner further shows that the said William H. Ferguson regardless of his marital duties toward your Petitioner did on or about the first day of January A.D. 1878 at the house of one Bertha Patten in the village of Richwood and County of Union aforesaid commit adultery with said Bertha Patten, that on or about the 4th day of July A.D. 1878 at the house of the said Bertha Patten in said village of Richwood the said William H. Ferguson did commit adultery with the said Bertha Patten, and Petitioner further avers that the said William H. Ferguson regardless of his marital duties toward your Petitioner did at divers times from said first day of January A.D. 1878 up to the 13th day of August A. D. 1878 at said village of Richwood, commit Adultery with the said Bertha Patten but at what particular times or what particular places this Petitioner is not informed and cannot definitely state, that the first knowledge of the infidelity of the said William H. Ferguson and his acts of adultery as aforesaid was obtained by this Petitioner on or about the 3th day of August A. D. 1878 since which time she has refused to live with him or has not condoned the same. That the present residence of the said William H. Ferguson is Richwood, Union County Ohio. Your Petitioner further avers that the said William H. Ferguson is the owner as the Petitioner believes of the following real estate to wit: Sixty five, one hundred and forty eight parts of in lot No. 345, in the village of Richwood, Union County Ohio, also in lots Nos. 370, 371, and 147 in said village of Richwood and also lot No - in the City of Delaware, Delaware County Ohio. That said William H. Ferguson is the owner of the following chattels, Promissory note against D. F. and S. V. R. Parsons of $167.00 note against J. W. McCracken of $200 - note against A. L. Smart of $116.00 note against E. H. and J. B. Colyer of $200.00 note against H. L. Woodruff of $300.00

Note against Jacob Zinget of $56.00 Note against J. S. Norris of $3000.00 note against D. W. McCracken of $600.00, Note against Lafayette Norris of $3.200.00, Note against James L. Fick of $460.00, note against E. G. Randall of $600.00 note against J. B. Davis of $138.55 all of which notes are secured by mortgages which are uncancelled and which said notes petitioner believes to be unpaid, That said William H. Ferguson is also the owner of certain mortgage notes against Noah Clark of Marion County Ohio the amount of which is twenty eight hundred and fifty dollars, that he is the owner of a certain judgment recovered by him in the Union County Court of Commons Pleas of $101.05 against Mary Shepherd Ebenezer Shepherd and W. T. Jones which said judgment is still unsatisfied and in full force. Petitioner avers that the said William H. Ferguson is the owner of diverse and sundry notes and accounts and moneys in addition to the above amounting in the aggregate as this petitioner believes, to about $10.000.00 but against whom, of what amounts and when deposited this petitioner is not informed, petitioner further says that said William H. Ferguson is about to sell and dispose of said Property Real and Personal and convert the Proceeds into money and remove the same beyond the jurisdiction of this Court and out of said State of Ohio with intent to defraud this petitioner and whereby she will be deprived of all means of support for herself and said child above named. Wherefore your petitioner prays that the said William H. Ferguson, may be restrained by the injunction of this Court from selling or disposing of any of his Property either Real or Personal or in disturbing your petitioner in the custody care and education of said Mildred Ferguson until the full hearing of this case. That the said William H. Ferguson may be notified of the filing of this petition according to law, that he may be required to answer the same and that on said final hearing of this Cause said parties may be divorced, the custody care culture and education of said Mildred Ferguson may be decreed to this petitioner and that said William H. Ferguson may be decreed to pay your petitioner reasonable alimony and for such other and further relief as the nature of her case may require.

Mary E. Ferguson By C. H. Norris her attorney

The State of Ohio, Union County ss. Mary E. Ferguson being sworn says that she is the petitioner above named and that the statements and allegations in her foregoing petition contained are true. "Mary E. Ferguson"

Sworn to before me by the said Mary E. Ferguson and by her signed in my presence this 19th day of August A. D. 1878. "Hylas Sabine" Notary Public

Praecipe

Court of Common Pleas Union County, Ohio

Mary E. Ferguson Plaintiff

vs.

William H. Ferguson Defendant

Clerk will issue summons and copy of the foregoing petition according to law, directed to the Sheriff of Union County Ohio to be served by him on said William H. Ferguson "C. H. Norris" Plaintiffs Attorney

Injunction allowed

Injunction allowed as prayed for in the plaintiffs petition, on the plaintiff giving Bond, conditioned according to law, in the sum of Five Hundred dollars, with sureties to the acceptance of the Clerk of the Court of Common Pleas of Union County Ohio. Fees of Probate judge $2.00 August 19th 1878 John B. Coult Probate Judge

And afterward on the 19th day of August 1878 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons

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Summons

The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify William H. Ferguson that he has been sued by Mary E. Ferguson in the Court of Common Pleas of Union County, and that unless he answer by the 21st day of September A. D. 1878, the petition of the said Mary E. Ferguson 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 September A. D. 1878- Witness my hand and the seal of said Court, this 19th day of August A. D. 1878 W. M. Winget Clerk

Returned and filed August 20. 1878 Endorsed as follows viz:

Return

The State of Ohio Union County ss. Received this writ August 19th A. D. 1878, at 7 oclock P. M. and pursuant to its command served the same August 19th 1878 by leaving a true and certified copy thereof with the endorsements thereon at the usual place of residence the within named William H. Ferguson and at the same time leaving a certified copy of the petition in this case at the usual place of residence of the within named William H. Ferguson. Fees $2.55 J. J. Miller Sheriff

And on August 19th 1878 an undertaking by plaintiff for injunction was filed with the Clerk of said Court which reads as follows:

Undertaking for injunction

The State of Ohio, Union County ss } Court of Common Pleas.
Mary E. Ferguson } I bind myself to the said defendant William H. Ferguson in the sum of Five hundred dollars that the said
vs plaintiff Mary E. Ferguson shall pay to the said defendant the damages he may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted. August 19th 1878. D. D. Godman-
William H. Ferguson }

This undertaking approved by me this 19th day of August 1878. W. M. Winget Clerk.

And afterward on February 22nd 1879 an entry was made on the journal of said Court which reads as follows viz:

Journal Entry

Mary E. Ferguson } Petition for divorce and alimony
vs. This day came the parties and submitted this cause for di-
Wm H. Ferguson } vorce and alimony upon the evidence and thereupon the Court being fully advised in the premises do find that the plaintiff is entitled to be divorced from the defendant for reasons alleged in the petition. It is therefore considered, ordered and decreed by the Court that the plaintiff be and she is hereby divorced from the defendant and they are absolved from their said marriage contract. And it appearing that said plaintiff is by the agreement of the parties to have the house and furniture in which she resides and that said defendant agrees to convey the same to her, and has arranged the further sum of $ 3200 as her alimony and that she is to release all claim further on his property personal and real and the Court being satisfied this arrangement is reasonable do confirm and approve the same. And said defendant is to have of the furniture and pictures and books anything he desires which belonged to his family before his marriage with plaintiff- As to the custody and maintenance of their child no order is made the parties not desiring any- It is ordered by the Court that defendant pay the costs of this proceeding within thirty days and in default thereof that execution issue therefor.

Attest W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of February A. D. 1879. Heretofore to wit: On the 17th day of September 1878 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Cyrus V. Osborn William Salcamp and Edward B. Solomon Partners in Business under firm name & style of Osborn, Salcamp & Co. } Court of Common Pleas, Union County Ohio. Petition

vs.

J. E. Shipley, J. B. Miller, M. M. Shipley and John Landon

Plaintiffs say: That their action is founded upon a promissory note of which the following is a copy with the endorsements thereon- "$230.00 Marysville O. March 8th 1877" Eight ten months after date we Promise to pay to the order of M. M. Shipley two hundred and thirty Dollars, Value received, payable at Richwood "J. E. Shipley." "J. B. Miller" The following endorsements appear on said note. "March 19/78 Payment guaranteed by due course of law M. M. Shipley" "Payment guaranteed by due course of law July 1st 1878. John Landon-

The defendants J. E. Shipley and J. B. Miller are liable on said note as makers and the defendants M. M. Shipley and John Landon as guarantors of same. Plaintiffs say they record said promissory note in regular business transaction for a valuable consideration and before due- That is due from the defendants to the Plaintiffs on said note the sum of two hundred and thirty dollars with interest from September 8th A.D. 1878 and for which they ask judgment- Robinson & Piper Attorneys for Plaintiffs

State of Ohio Union County ss. L. Piper being duly sworn says he is one of the attorneys of the said Osborn Salcamp & Company duly authorized in the premises, that the foregoing pleading of Osborn Salcamp and Company 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 pleading of said Osborn Salcamp & Company are as affiant believes true L. Piper

Sworn to before me by L. Piper and by him subscribed in my presence this 17th day of September A. D. 1878 W. H. Winget Clerk

Praecipe

To Clerk- Issue Summons upon the petition in the above case to Sheriff of Union County Ohio for J. B. Miller, M. M. Shipley and John Landon returnable according to law- Amount claimed $230.00 with interest from September 8th 1878 Robinson & Piper Attorneys for Plaintiffs

And afterward on the 18. day of September 1878 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify J. B. Miller, M. M. Shipley and John Landon that they have been sued by Cyrus V. Osborn, William Salcamp and Edward B. Solomon partners in business under firm name and style of Osborn, Salcamp & Company in the Court of Common Pleas of Union County, and that unless they answer by the 19. day of October A.D. 1878 the petition of the said Osborn Salcamp & Co against them filed in the Clerk's 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 September A.D. 1878 Witness my hand and the seal of said Court, this 18th day of September A. D. 1878 W. H. Winget Clerk

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Return — Returned and filed September 30th 1878 endorsed as follows viz:
The State of Ohio, Union County, ss. Received this writ September 18th A. D. 1878, at 3 oclock P. M., and pursuant to its command served the same September 23rd 1878 by delivering a certified copy thereof with the endorsements thereon to each of the within named John B. Millen M. M. Shipley and John Landon. Fees $3.30 J. J. Miller Sheriff

And afterward on September 26th 1878 another summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting We command you to notify George E. Shipley that he and others have been sued by Cyrus V. Osborn, William Salcam & and Edward B. Solomon partners in business under the firm name of Osborn, Salcam & Co. in the Court of Common Pleas of Union County, and that unless he answer by the 26. day of October A. D. 1878 the petition of said Osborn Salcam & Co. 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. 1878. Witness my hand and the seal of said Court, this 26th day of September A. D. 1878. W. Wright Clerk

Return — Returned and filed October 7th 1878 Endorsed as follows viz:
The State of Ohio, Union County ss. Received this writ September 26th A. D. 1878 at 10 oclock A. M. And pursuant to its command, served the same September 26th 1878 by delivering a certified copy thereof with the Endorsements thereon to the within named George E. Shipley. J. J. Miller Sheriff

And afterward on the 21st day of February 1879 an Entry was made on the journal of said Court which reads as follows viz:

Journal Entry. — Osborn Salcam & and Co. vs. George E. Shipley and others

Now came the plaintiffs herein and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true and find that the defendants George E. Shipley and J. B. Millen as principals and M. M. Shipley and John Landon as sureties are indebted to the plaintiffs in the sum of two hundred thirty five and 60/100 dollars ($235-60/100) with interest from February 3rd 1879. It is therefore considered by the Court here that the said plaintiffs recover from the said George E. Shipley and J. B. Millen as principals and the said M. M. Shipley and John Landon as sureties the said sum of $235 60/100 with interest from said February 3rd 1879 and their costs herein expended taxed at $

Attest W. Wright Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 24th day of February A.D. 1879. Come before to wit: On the 24th day of September 1878 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition — John H. Preston Plaintiff vs. A. H. McAlpin & James McElroy

Court of Common Pleas Union County Ohio
The plaintiff says: 1st That action is founded upon a promissory note of which the following is a copy "$130 00/100 August 10th 1877 One year after date I promise to pay to the order of John H. Preston or Team the sum of One hundred and

Thirty Dollars, value received interest at 6% "A. M. McAlpin", "James McCrory"
2. There are no credits on said note. 3. There is due from the defendants to the plaintiff on said note the sum of one hundred and thirty dollars, which he claims with interest from the 10th day of August 1877. And for which he asks judgment.
R. L. Woodburn Attorney for plaintiff

The State of Ohio Union County S.S. R. L. Woodburn being sworn says that he is the attorney of the above named John H. Preston, duly authorized in the premises and that the above pleading of John H. Preston 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 pleading of John H. Preston are as affiant believes true. R. L. Woodburn.

Sworn to before me and signed in my presence this 24th day of August A. D. 1878. W. M. Wing & Clerk

Praecipe — To Clerk: Issue summons upon the petition in the above case returnable according to law. Amount claimed $130.00 with interest from August 10th 1877
R. L. Woodburn

And afterward on the 24th day of August A. D. 878 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We Command you to notify S. M. McAlpin and James McCory that the have been sued by John H. Preston in the Court of Common Pleas of Union County, and that unless they answer by the 21st day of September A. D. 1878 the petition of said John H. Preston against them filed in the Clerk's 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 September A. D. 1878. Witness my hand and the seal of said Court, this 24th day of August A. D. 1878. W. M. Winget Clerk.

Sheriffs Return Filed Sept 2/78 — The State of Ohio, Union County, ss. Received This writ August 24. A. D. 1878. And pursuant to its command, I served the same on the within named James McCrory this 31st day of August 1878 by delivering to him a certified copy of this writ with the endorsements thereon. The within named S. M. McAlpin not found in this County. Sheriffs Fees $2.50
J. J. Miller Sheriff By Geo. C. Edwards Deputy

And afterward on February 24. 1879 an Entry was made on the Journal of said Court which reads as follows viz:

Journal Entry. No. 3057

John H. Preston
vs.
James McCrory et al

And now comes the said John H. Preston and the said James McCrory having failed to demur or answer to the petition of the said John H. Preston it is considered that the said John H. Preston ought to recover the said sum of one hundred and thirty dollars so demanded in his petition together with the sum of twelve and 22/100 dollars which the Court finds due as the interest thereon, as prayed for in said petition. It is therefore considered that the said John H. Preston recover against the said James McCrory the said sum of $142.22 being the amount of both debt and interest together with his costs in and about his suit in this behalf expended taxed to $
Attest W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and

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Journal Entry

for the County of Union and State of Ohio on the 22nd day of February A. D. 1879. Heretofore to wit: On the 31st day of October 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Emily A. Hunilly
vs.
Antoine Hunilly

Union County Court of Common Pleas.

Your Petitioner Emily A. Hunilly represents she has been a resident of the State of Ohio for more than three years last past and is at present a bona fide resident of said State, Your Petitioner further says that on or about the 27th day of June A. D. 1875 at Marysville Ohio in the County of Union she was married to one Antoine Hunilly and that she has ever since conducted herself toward the said Antoine Hunilly as a faithful and obedient wife, Yet the said Petitioner avers that the said defendant disregarding his duties of a husband toward your Petitioner has been wilfully absent from your Petitioner for more than three years last past without any just cause therefor on the part of your Petitioner. Your Petitioner further says that the said Defendant has been guilty of gross neglect of duty toward your Petitioner during all of the said three years last past in not furnishing her any of the necessaries of life. Your Petitioner further says that said abandonment took place at Marysville Union County Ohio and that the place of residence of the said Antoine Hunilly is unknown to your Petitioner. Your Petitioner further says that whilst living with the defendant she had born to her the following child, Minnie L. Hunilly now about three years of age. Your Petitioner therefore prays that the said Antoine Hunilly be notified of the pendancy of this petition according to law and that on the final hearing of the same she may be divorced from the said Antoine Hunilly and that custody of the said child may be decreed to your Petitioner and for all proper relief.

Emily A. Hunilly by King & Kennedy her Attorneys

And afterward on the 22nd day of February 1879 a Divorce notice was filed with the Clerk of said Court which reads as follows viz:

Divorce Notice

"Antoine Hunilly whose place of residence is unknown to the Petitioner is notified that Emily A. Hunilly, did on the first day of November A. D. 1878 file her petition in the Office of the Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, charging the said Antoine Hunilly with wilful absence for more than three years, and gross neglect of duty, and asking that she may be divorced from the said Antoine Hunilly, which petition will stand for hearing at the next term of said Court.

Emily Hunilly By King & Kennedy her Attorneys"

Proof of Publication

~~C. M. Hunton~~ State of Ohio Union County ss C. M. Hunton being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, the first publication beginning with November 5th 1878 "C. M. Hunton" Sworn to and subscribed before me this 22nd day of February 1879 W. M. Wright Clerk

And afterward on February 22nd 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

Emily A. Hunilly
vs.
Antoine Hunilly

This day this cause came on to be heard upon the petition and testimony of the plaintiff, the defendant being in default for answer or demurrer and on consideration whereof the Court do find that due notice of the filing and pendancy of this petition was given to the said defendant according to law and the Court do further find that the

said defendant has been willfully absent from said petitioner for more than three years prior to the filing of said petition, and has been guilty of gross neglect of duty during all that time toward said petitioner. It is therefore adjudged and decreed that the marriage relation heretofore existing between said parties be and the same is hereby set aside and wholly annulled and said parties wholly released from the obligations of the same, And it is further ordered that the custody nurture, education and care of the said Minnie L. Hemily be and the same is hereby given to the said petitioner and that the petitioner pay the costs of suit within ten days.

Attest W. M. Wright Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 24th day of February A. D. 1879. Heretofore to wit on the 24th day of August 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

John Evans Plaintiff

vs.

George E. Grun & Israel Wollam

Court of Common Pleas of Union County Ohio

The plaintiff says: 1st That his action is founded upon a promissory note of which the following is a true copy "$95.00 October 6. 1876. One year after date we promise to pay to the order of Henry Arnold or bearer the sum of Ninety five Dollars value received at ten percent interest. "George E. Grun". "Israel Wollam"

2. There are no credits thereon. 3. The plaintiff says that he is the legal owner of said note, having paid a legal and valid consideration for same, said note being endorsed by Henry Arnold. 4. There is due from the defendants to the plaintiff the sum of one hundred and five and 73/100 dollars with interest from August 24th 1878 and for which he asks judgment

R. L. Woodburn Attorney for Plaintiff

The State of Ohio Union County ss. R. L. Woodburn being duly sworn says that he is the attorney duly authorized in the premises of the above named John Evans, that the above pleading of John Evans is founded upon a promissory note, being 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 pleading of John Evans are as affiant believes true

R. L. Woodburn

Sworn to before me and signed in my presence this 24th day of August 1878

W. M. Wright Clerk

Praecipe

Clerk: Issue summons upon the petition in the above case returnable according to law. Amount claimed $105.73 with interest from August 24. 1878

R. L. Woodburn

And afterwards on August 24. 1878 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify George E. Grun and Israel Wollam that they have been sued by John Evans in the Court of Common Pleas of Union County, and that unless they answer by the 21st day of September A. D. 1878 the petition of said John Evans 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 2nd day of September A. D. 1878. Witness my hand and the seal of said Court, this

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24th day of August A. D. 1878 Wm. Wright Clerk

Return — Returned and filed September 2d 1878 Endorsed as follows viz:
The State of Ohio Union County ss. Recived this writ August 24th A. D. 1878 And pursuant to its command, I serve the same on the within named George C. Green by leaving a certified copy of this writ with the endorsements thereon at his usual place of residence this 31st day of August 1878. The within named Israel Wollam not found within this County. Sheriffs fees $2.25. J. J. Miller Sheriff By George C. Edwards Deputy.

And afterwards on the 9th day of January A. D. 1879 another Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio, Union County ss. To the Sheriff of Delaware County Greeting: We command you to notify Israel Wollam that he and another have been sued by John Evans in the Court of Common Pleas of Union County and that unless he answer by the 8th day of February A. D. 1879 the petition of said John Evans 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. 1879. Witness my hand and the seal of said Court, This 9th day of January A. D. 1879 Wm. Wright Clerk

Return — Returned and filed endorsed as follows viz: on January 15th 1879: The State of Ohio, Delaware County ss. Recived this writ January 9. A. D. 1879 at 12 oclock M. And pursuant to its command, on the thirteenth day of January 1879 I served the ~~within~~ Summons on the within named Defendant Israel Wollam by leaving at his usual place of residence a true copy of the original Summons with the endorsements thereon. Fees $3.60 William H. Cutler Sheriff -

And afterwards on February 24th 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry No. 3054

John Evans Plaintiff
vs
George C. Green & Israel Wollam

And now comes the said John Evans and the said George C. Green and Israel Wollam having failed to answer or demur to the petition of the said John Evans, it is considered that the said John Evans ought to recover the said sum of One hundred and five and 43/100 dollars so demanded in his petition, together with the sum of Three and 7/100 dollars which the Court finds due as the interest thereon as prayed for in said petition - It is therefore considered that the said John Evans recover against the said defendants the said sum of $108.90 (being the amount of said debt and interest) together with his costs in and about his suit in this behalf expended taxed at $

Attest Wm. Wright Clerk

Pleas before his Honor C. M. Hughes, Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within & for the County of Union and State of Ohio on the 22nd day of February A. D. 1879. Heretofore to wit: On the 30th day of December 1878 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition Case No. 3172

Williams P. Anderson and John L. Grossenbacher Administrators of the estate of John D. Grossenbacher Deceased, Plaintiffs.
vs.
J. R. King and Joseph King Defendants

In the Court of Common Pleas Union County Ohio

The said William P. Anderson and John A. Grossenbacher Administrators of John L. Grossenbacher deceased, com Plains of the said J. R. King and Joseph King defendants for that the said J. R. King and Joseph King in the life time of the said John L. Grossenbacher on the 17th day of December 1877 made their certain promissory note in writing of that date and then and there delivered the same to the said John L. Grossenbacher then living in full life, of which the following is a copy- Dec 17th 1877. One year after date we promise to pay to the Order of L. Grossenbacher, Two hundred dollars, value received- Interest 10% (signed) "J. R. King". "Joseph King"- There are no credits or endorsements thereon- The plaintiffs say that the said John L. Grossenbacher hath, since the making of said promissory note and before the commencement of this action departed this life, and that the said plaintiffs have been duly appointed administrators of the estate of the said John L. Grossenbacher all of which the said defendants had notice. Yet the said defendants did not pay said sum of money to the said John L. Grossenbacher in his life time, nor have they paid the same to the said Plaintiffs since the decease of the said John L. Grossenbacher, and that there is now due from the said defendants to the said plaintiffs on the said note, the sum of Two hundred dollars with 10 p.c interest thereon from December 17, 1877. Wherefore Plaintiffs pray judgment against said defendants for said sum of $200.00 with interest at ten per cent from December 17th A. D. 1877 - Cannon & Benton Attorneys for Plaintiff

J. B. Benton being duly sworn according to law on his oath says he is one of the attorneys of record in this action for the plaintiffs, duly authorized in the premises. That this action is founded on a written instrument for the payment of money only and the same is in his possession a copy of the attorneys of the plaintiffs, and that the statements and allegations made in the foregoing petition are true as he verily believes- "J. B. Benton"

Sworn to by J. B. Benton before me and signed by him in my presence this 30th day of December A. D. 1878 Wm. Wright Clerk

Praecipe To the Clerk: Issue summons to the defendants in the above action directed to the Sheriff of Union County Ohio returnable according to law, Endorsed amount claimed $200.00 with 10 per cent interest from December 17. 1878. Cannon & Benton Attorneys for Plaintiffs

And afterward on the 30th day of December 1878 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify J. R. King and Joseph King that they have been sued by W. P. Anderson and John A. Grossenbacher Administrators of John L. Grossenbacher in the Court of Common Pleas of Union County, and that unless they answer by the 5th day of February A. D. 1879 the petition of said W. P. Anderson et al. against them filed in the Clerk's 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. 1879. Witness my hand and the seal of said Court, this 30th day of Dcember A. D. 1878

Wm. Wright Clerk

Returned and filed January 13th 1879 endorsed as follows viz:

The State of Ohio Union County, ss. Received this writ December 30. A. D. 1878 at 7 o'clock P. M. And pursuant to its command served the same January 6th 1879 by delivering a certified copy thereof with the endorsements thereon to

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Journal Entry. the within ... in my Comm... And afte... the Journal ... W. P. Anders... vs. J. R. King et al... It is therefore ... defendants ... $

Petition Pleas before ... and said ... County of ... Heretofore ... the Clerk ... C. B. Cole ... against Robert Wels... the said Pla... A. F. Wilkins ... debt and fr... tiff, obtained ... tice of the ... mon Pleas, ... October 186... the Court ... as the proof ... 335/ in fav... half of the ... ville in said ... issued on ... by order of ... not paid ... unpaid thereon ... gether with ... the said judg... on since the ... tiff then for... revived, for ... from August ... lien of said ...

Praecipe State of Ohio ... and allega... Sworn to b... C. B. Cole ... vs. Robert Wels...

the within named J. R. King - The within named Joseph King not found in my County. Fees $1.90 J. J. Miller Sheriff By Dyer Asst Dep Sheriff.

And afterwards on the 22nd day of February A. D. 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry.

W. P. Anderson etal } Now came the plaintiffs herein and the defendants being
vs. } in default for answer and demurrer the Court find that
J. R. King etal } defendants are indebted to plaintiffs in the sum of $222.50
It is therefore considered by the Court that the said plaintiffs recover from said defendants the said sum of $222.50 and their costs herein expended taxed to $

Attest Wm. Winget Clerk

Pleas before his Honor John L. Perlee Judge at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 24th day of February A. D. 1879. Heretofore to wit: On the 13th day of November 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

P. B. Cole Plaintiff } Court of Common Pleas Union County Ohio.
against } The said P. B. Cole Plaintiff complains of said Robert
Robert Welsh Defendant } Welsh Defendant, for that on the 19th of August 1869 the said Plaintiff obtained a judgment against the said defendant before A. F. Wilkins a justice of the Peace in and for said County, for the sum of $102.00 debt and fees and costs of suit, and that on the 18th of September 1869, the plaintiff, obtained a transcript of the said judgment from the docket of said Justice of the peace and filed the same in the office of the Clerk of the Court of common Pleas, of said County of Union, that said plaintiff on the 30th day of October 1869 caused execution to be issued from the office of said Clerk of the Court on said judgment and was lived upon the following real estate as the property of said Defendant, towit in ten acres of land in survey No. 3351 in said county of Union and described in said survey. Also the East half of the Lot No. 125 and the whole of the lot No 175 both in the town of Marysville in said County, that afterward on the 12 of July 1873 a Vendicia Exponas issued on said judgment ordering said real estate to be sold but was returned by order of Plaintiff on the 12th of July 1873. That the said defendant has not paid said judgment or any part thereof, and that there is now due and unpaid thereon the sum of $102.00 with interest thereon from August 19. 1869 together with said costs and the accruing costs amounting in all $10.00 That the said judgment is dormant by reason that no execution has been issued thereon since the return of the last account 12th day of July 1873. The said plaintiff then for prays that said judgment against the said defendant may be revived, for the said sum of one hundred and ten dollars with interest thereon from August 19th 1869 and for said costs, And the plaintiff also prays that the lien of said judgment and levy may be revived upon said Real Estate

P. B. Cole in Pro. Pr.

State of Ohio, Union County ss. P. B. Cole being sworn says the facts stated and allegations in his foregoing petition are true as he believes. "P. B. Cole"
Sworn to before me and subscribed in my presence Nov. 13 1878 "Wm. Winget Clerk.

Praecipe

P. B. Cole Plaintiff } The clerk will issue a summons in the above case returnable according to law. For the revival of a judgment. Amount
vs. } claimed $102 with interest thereon from August 19 1869 P. B. Cole
Robert Welsh Defendant

And afterward on the 13th day of November A.D. 1878 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Union, Greting: We command you to notify Robert Welsh that he has been sued by P. B. Cole in the Court of Common Pleas of Union County, and that unless he answer by the 14th day of December A.D. 1878 the petition of the said P. B. Cole against him filed in the Clerk's 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 November, A.D. 1878. Witness my hand and the seal of said Court, this 13th day of November A.D. 1878 W.M. Kruger Clerk

Seal

Returned and filed November 18th 878 endorsed as follows viz:

Return

The State of Ohio, Union County, ss. Received this Writ November 13th A.D. 1878, at 3 oclock P.M., and pursuant to its command served the same November 18th 1878 by delivering a certified copy thereof with the endorsements thereon to the within named Robert Welsh Fees 80 cents J. J. Miller Sheriff

And afterward on February 24th 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

P. B. Cole vs. Robert Welsh } Now comes the plaintiff herein and the defendant Robert Welsh being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and the Court further finding that the judgment in the petition set forth remains due and unsatisfied and no cause being shown why it should not be revived, It is therefore considered by the Court that the said judgment to wit: a judgment rendered in favor of the plaintiff and against the said defendant before A. F. Wickins a justice of the Peace for the sum of $102.00 on the 19th of August 1869, a transcript of which the Court find was by the plaintiff filed in the Clerks office of this Court September 18th 1869 for execution - That the said plaintiff caused execution to issue from said Court of Common Pleas on said judgment and had the same levied on the property in the petition described, on the 30th of October 1869 as the property of defendant which property the Court find remains unsold and that no writ has issued therein since July 12th 1873 It is therefore considered by the Court that said judgment to the amount of $102.00 with interest thereon from the 19th day of August 1869 and costs, stand revived, It is further considered that plaintiff recover from the defendant his costs herein expended. For all of which execution is awarded - Attest W.M. Kruger Clerk

Pleas before his honor John L. Porter, Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 14th day of February A. D. 1879. Whereupon to wit: on the 8th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Joseph Comer, L. G. Evans & Nelson Emmons vs. Michael Blue, Adam Blue, and Lafayette Harriman } In Court of Common Pleas of Union County Ohio - The plaintiffs say: That they are a firm doing business in the State of Ohio under the firm name of Comer, Evans Company - The said Plaintiffs Complain of the said defendants for that the said defendants on the 1st day of February A.D. 1878 Executed and delivered to W. H. Davis their promissory note in writing of that date of which the following is a copy - $225.00 No - February 1st 1878 On the first day of December 1878 I or we or either of us promise to pay W. H. Davis or bearer Two hundred and twenty five dollars

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Journal Entry No. 3196

Petition

value reuird with eight per cent interest after due to be paid annually and - per cent to be due. Union County Washington Township, Payable at Richwood Bank Ohio, (signed) Michael Blue, Adam Blue, Lafayette Hamman. There are no credits or endorsements thereon, & the plaintiffs say that they are the legal owners and holders of the same and that there is now due from the said defendants to the said Plaintiffs on the said note the sum of Two hundred and twenty five dollars with interest thereon from December 1st 1878 at 8%. Wherefore Plaintiff Prays judgment against said defendants for said sum of $225.00 with interest thereon at 8% from December 1st 1878

Cameron & Denton Attorneys for Plaintiffs.

J. B. Denton being duly sworn according to law, on his oath says that he is one of the attorneys of Record in this action for the plaintiffs duly authorized in the premises. That this action is founded upon a written instrument for the payment of money only and that the same is in his possession as one of the attorneys for plaintiffs and that the statements and allegations made in the foregoing Petition are true as he verily believes. J. B. Denton

Sworn to by said J. B. Denton before me and by him signed in my presence this 8th day of January A. D. 1879 W. M. Winget Clerk

Praecipe — To the Clerk: Issue summons to the defendants in the above action to the sheriff of Union County Ohio returnable according to law. Endorse Amount claimed Two Hundred and Twenty five dollars with interest from December 1st 1878 at 8%. Cameron & Denton Attorneys for Plaintiff. Endorsed, "I am good for costs in this case" J. L. Cameron. (No summons in)

And afterward on February 14th 1879 an entry was made on the journal of said Court which reads as follows viz:

Journal Entry No. 3196 — Joseph Conner et al. vs. Michael Blue et al } Now came the plaintiff herein and the defendants Michael Blue and Adam Blue being in default for answer and demurer the Court find defendants Michael Blue and Adam Blue is indebted to him in the sum of $228.00 It is therefore considered by the Court that the said Plaintiff recover from the said Michael Blue and Adam Blue the sum of $228.00 at 8% interest from February 3rd 1879 and his costs herein expended taxed at $ and continued as to Lafayette Hamman the defendant for want of service.

Attest. W. M. Winget Clerk

Ettinger and Arnold against H. H. Pringle et al. } Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 2nd day of February A. D. 1879. Heretofore to wit on the 24th day of February A. D. 1879 a Petition, answer and entry was filed with the Clerk of said Court which reads as follows viz:

Petition — "The State of Ohio Union County, ss. } In the Court of Common Pleas. Ettinger and Arnold vs. H. H. Pringle and W. H. Lenox } the above named plaintiff say that there is due to them from H. H. Pringle and W. H. Lenox defendants, on a promissory note made by the defendant to them and dated the 6th day of November A. D. 1879 which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of Three Hundred and Eighteen dollars and Fifty cents with interest thereon at 8% from the 6th day of November A. D. 1879. The plaintiff

further says that they are the legal owners and holders of said note, that the same is due and unpaid wherefore, the Plaintiff ask judgment against said Defendant for the sum of Three hundred and eighteen dollars and Fifty cents, with interest 8% from the 6th day of November A.D. 1879. S.S. Gardiner attys. for Pl'ffs.

The State of Ohio, Union County, ss } S.S. Gardiner being duly sworn says that he is the attorney of the above named Plaintiffs, says that he believes the statements in the foregoing Petition to be true. He further says that this action is founded upon a written instrument for the payment of money only which is in his possession.

S.S. Gardiner

Subscribed by S.S. Gardiner in my presence, and sworn to by him before me, this 2nd day of February A.D. 1879 W.M. Winget Clerk

Copy of note

"$ 318 50/100 Sixty days after date for value received, we jointly and severally promise to pay Ellinger and Arnold or order at their Office, Three hundred Eighteen and 50/100 Dollars with interest, at the rate of 8 per cent per annum, on all unpaid principle and interest until paid; interest to be compted every year, with five per cent attorney fee, if collected. 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 appear for us, or either of us in any of said Courts at any time after the above note becomes due and confess 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 rendition until paid, We do also hereby waive all right of appeal, the stay of execution, the benefit and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, 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 and seals at Richwood O. this 6th day of November 1878. H.H. Pringle [Seal] W.H. Lenox [Seal]

Answer

Ellinger and Arnold
vs.
W.H. Lenox & H.H. Pringle

In Court of Common Pleas. Union County ss.

And now come H.H. Pringle and W.H. Lenox the above named Defendants, by the undersigned A.J. Carpenter their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's Petition, and against the above named Defendant, for the sum of $326 dollars and 12 cents, the amount appearing due for Principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal, this case, is hereby waived. February 24th A.D. 1879

A.J. Carpenter Atty for Defendant

Journal Entry

Ellinger & Arnold
vs.
H.H. Pringle and W.H. Lenox

This day came the Plaintiff by S.S. Gardiner attorney, and thereupon came A.J. Carpenter one of the attorney of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said Plaintiff's petition, the sum of $326 12/100. It is therefore considered that said plaintiff do recover of said defendant the said sum of $326 12 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8% per annum,

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Petition

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And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest W.M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 17th day of February 1879. Monday to wit: on the 17th day of Febmary 1879 A Petition and Answer was filed with the Clerk of said Court which reads as follows viz:

Petition. The State of Ohio, Union County, ss. In the Court of Common Pleas.
Andrew Amrine Plaintiff
vs.
J. S. Dillon, Charles Carlin, Defendants
The Plaintiff says that the defendants, J. S. Dillon and Charles Carlin on or about the Sixth day of May A. D. 1878, executed and delivered to Robert W. Bault their Promissory note, of that date, together with a Warrant of Attorney, which Promissory note and Warrant of Attorney are hereto attached marked "Exhibit A" and made a part of this petition. Said Plaintiff further says that said promissory note is due and unpaid, that he is the legal owner and holder thereof, and that there is still due him thereon from said Defendants the sum of One Hundred and Fifty Dollars with interest at the rate of 8 per centum per annum, from the 6th day of May A. D. 1878. Wherefore, the Plaintiff asks judgment against said Defendants for the sum of One Hundred and Fifty Dollars with interest thereon at the rate of 8 per centum per annum, from the 6th day of May A. D. 1878 and for costs of suit. A. H. Beightler Plaintiffs Attorney.

Affidavit. The State of Ohio Union County ss. A. H. Beightler being duly sworn, says that he is the Attorney of Record of said Plaintiff, that this action is brought upon an instrument in writing for the payment of Money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

A. H. Beightler.

Copy of note. $150.00 Marysville Ohio May 6th 1878. Six months after date we, or either of us, Promise to pay to the order of Robert W. Bault the sum of One Hundred and Fifty Dollars. Payable at 8% interest from date for value Received. And we hereby Authorize and empower any Attorney at Law of any Court of Record in Ohio, or elsewhere, at any time after this obligation becomes due to appear for any and waive the issuing and service of Process and confess judgment against us and in favor of the legal holder hereof for the amount due hereon, and for costs, with interest at the rate of eight per cent from the time that interest commences to accrue thereon by the terms hereof to the time of the rendition of said judgment, and thereupon to release all the errors and waive all rights and benefit of a second trial or appeal in our behalf.

J. S. Dillon (seal) Charles Carlin (seal)

Sworn to by said A. H. Beightler, before me, and by him subscribed in my presence this 17th day of Febmary, A. D. 1879. W.M. Winget Clerk.

Answer. The State of Ohio, Union County, ss. In the Court of Common Pleas.
Andrew Amrine Plaintiff
Against
J. S. Dillon & Charles Carlin Defendants
By virtue of the Warrant of Attorney attached to the foregoing Petition I R. L. Woodburn an Attorney at Law in the several Courts of Record in the State of Ohio, hereby Enter an Appearance for the said Defendants, at the suit of Andrew Amrine, Plaintiff, against said J. S. Dillon and

Charles Carter Defendants, and waive the issuing and service of Proces therein and confess a judgment in favor of the said Andrew Amrine against said J. S. Dillon and Charles Carter for the sum of One Hundred and Fifty seven 70/100 Dollars. Damages, being the Amount appearing due for Principal and interest on said Promissory Note, and also for costs of suit, and I do hereby release all errors and waive all right of appeal. R. L. Woodburn Defendants Attorney

Journal Entry

Andrew Amrine vs J. S. Dillon et al

Now came the plaintiff, by his attorney, also came R. L. Woodburn one of the attorneys of this Court, on behalf of the defendants J. S. Dillon and Charles Carter, and by virtue of a warrant of attorney for that purpose, duly executed by the said J. S. Dillon and Charles Carter and now produced to the Court, waived the issuing and service of proces, and with the assent of the plaintiff, confessed that the said J. S. Dillon and Charles Carter are justly indebted to the said Plaintiff in the sum of One hundred and Fifty seven (157) dollars and 70/100 as evidenced by the Promissory note of said J. S. Dillon and Charles Carter executed by them on the 6th day of May 1878. for the sum of $150.00 Payable six months after date, with 8% interest. It is therefore considered by the Court that the plaintiff, Andrew Amrine, recover of said defendants the said sum of one hundred and fifty seven and 70/100 dollars with 8% interest from date of this entry together with his costs herein expended taxed at $

Attest W.M. Winget Clerk

Pleas before his honor Judge John L. Porter Presiding Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 4th day of February A. D. 1879. Present for to wit: On the 4th day of February 1879 a Petition, answer and Entry was filed with the clerk of said Court which reads as follows viz:

Petition

The State of Ohio, Union County, ss. In the Court of Common Pleas.

John F. Phillips vs H. Sabins and G. W. Canan

John F. Phillips the above named Plaintiff says that there is due to him from H. Sabins and G. W. Canan Defendants on a promissory note made by the defendants H. Sabins and G. W. Canan and dated the 4th day of January A. D. 1878 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Five hundred dollars and sixty cents, with interest thereon at 8% from the 4th day of January A. D. 1878. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the Plaintiff ask judgment against said Defendant for the sum of Five Hundred dollars and sixty cents with interest at 8% from the 4th day of January A. D. 1878

S. S. Gardiner Attorney for Plaintiff

The State of Ohio Union County ss. S. S. Gardiner being duly sworn says that he is the attorney of Record of the above named plaintiff, that he believes the statement in the foregoing Petition to be true, He further says that the action is upon a promissory note for the payment of money only, which note is in his possession.

"S. S. Gardiner"

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me, this 4th day of February A. D. 1879. W.M. Winget Clerk.

Copy of note

"$500.00 April 2nd after date, for value received we jointly and severally promise to pay John Francis Phillips or Order, at their office Five Hundred and 60/100 Dollars, with interest at the rate of 8 per cent per annum and all unpaid principal and interest after due until paid: interest to be compuled every year with

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5 per cent attorney fee, if collected. 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 appear for us, or either of us, in any of said Courts at any time after the above note becomes due and confess 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 rendition until paid. We do also hereby waive all right of appeal, the stay of Execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may occur in the rendition of said judgment and all right to sue out all writ of error; and our said attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals this 4 day of January 1878. H. Sabine [Seal] G. W. Canan [Seal]

Answer

John F. Phillips
vs
H. Sabine and G. W. Canan

In Court of Common Pleas, Union County, SS.
And now comes H. Sabine and G. W. Canan the above named defendants, by the undersigned A. J. Carpenter attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in Plaintiff's petition and against the above named Defendants, for the sum of Five Hundred and Forty three Dollars and thirty six cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action and all errors are hereby released, and Defendants' right to appeal. February 4th A. D. 1879.
A. J. Carpenter Attorney for Defendant.

Journal Entry

J. F. Phillips
vs
H. Sabine and G. W. Canan

This day came the Plaintiff by S. S. Gardner his Attorney, and thereupon came A. J. Carpenter one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $543 36/100, It is therefore considered that said Plaintiff do recover of said defendant the said sum of $543 36/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released and all right of appeal, and all right to file a petition in error are waived.
Attest W. M. Wright Clerk

Plea before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 14th day of February A. D. 1879. Hereto for to wit: On the 14th day of February A. D. 1879 a Petition, Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

Petition

The State of Ohio, Union County, SS. In the Court of Common Pleas.
John McD. McCracken Plaintiff
vs.
James Watson and R. Mills. Partners doing business under the firm name of Watson & Mills

The above named plaintiff says that there is due from James Watson and Andrew R. Miller partners Defendants, on a promissory note made by the defendants under their firm name of Watson and Miller dated the 1st day of February A. D. 1879, which note with the warrant of Attorney thereto annexed, is hereto attached the sum of two hundred and seventy four dollars with interest thereon at 8 per cent per annum from the tenth day of February A. D. 1879. The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon the plaintiff asks judgment against said defendant for the sum of Two hundred and seventy four dollars, with interest thereon from the tenth day of February A. D. 1879 at the rate of 8 per cent per annum per annum. McLaughlin & Dow Attorneys for Plaintiff

The State of Ohio Union County ss.: J. Duncan McLaughlin being duly sworn says he is one of the attorneys for said plaintiff, that said petition is founded upon a written instrument for the payment of money only which written instrument is in possession of this affiant as the attorney of said plaintiff and that said plaintiff is a non resident of and is now absent from said County of Union. Affiant further says that he believes the statements and allegations in the foregoing petition to be true- "J. Duncan McLaughlin"

Subscribed by J. Duncan McLaughlin in my presence, and sworn to by him before me, this 14th day of February A. D. 1879. W.M. Wright Clerk

Copy of Note

"$274 Bellefontaine Ohio February 1st 1879. Ten days after date, we or either of us promise to pay John McD. McCracken or order Two Hundred and Seventy four Dollars at "Bellefontaine National Bank" for value received with interest at eight per centum per annum after maturity. And we hereby authorize and empower any Attorney at Law, at any time after the above note becomes due to appear for us, or any of us, in any Court of Record, and waive the issuing and service of process and confess a judgment against us, jointly or severally or against any of us, for the amount of said note and interest and costs in favor of the legal holder of said note, and to release all errors and waive all right of appeal and all right to file any petition in error. "Watson & Miller" (Seal)

Answer

John McD. McCracken Plaintiff

vs.

James Watson and Andrew R. Miller partners

In Court of Common Pleas Union County ss.

And now come James Watson and Andrew R. Miller partners the above named Defendants, by the undersigned Edward E. Cole Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff the holder of the note described in plaintiff's petition and against the above named Defendants for the sum of Two hundred and Seventy four Dollars and Eighteen cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived, February 14th A. D. 1879

Edward E. Cole Attorney for defendant-

Journal Entry

John McD. McCracken

vs.

James Watson and Andrew R. Miller partners

This day came the plaintiff by McLaughlin & Dow, attorneys, and thereupon came James Watson and Andrew R. Miller by Edward E. Cole one of the attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing

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and service of Process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $ 274 80/100, It is therefore considered that said Plaintiff do recover of said defendant the said sum of $274 80/100 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of attorney all errors are released and all right of appeal, and all right to file a petition in error are waived

Attest W.M. Winget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 22nd day of February A. D. 1879. Whereafore on the 22nd day of February 1879 a Petition and Answer was filed with the Clerk of said Court which reads as follows viz:

Petition

The State of Ohio, Union County s.s. In Court of Common Pleas.

"The Bank of Richwood
against
John McAllister Enos A. Bell and R. H. White Defendants

The Plaintiffs say that they are an association of persons doing a private Banking business in the State of Ohio that the Defendants John McAllister Enos A. Bell and R. H. White on or about the 13th day of September A. D. 1877 executed and delivered to said Plaintiff their Promissory Note, of that date, together with a warrant of attorney, which Promissory Note and Warrant of Attorney or copies thereof are hereto attached, marked "Exibit A" and made a part of this Petition, said Plaintiff further says that said Promissory note is due and unpaid, that they are the legal owners and holders thereof, and that there is due thereon from said Defendant the sum of Seven Hundred & twenty six dollars and cents, with interest at 8% from the 13th day of September A. D. 1877.

Wherefore, The plaintiff asks judgment against said Defendants for the sum of Seven Hundred and twenty six dollars and cents with interest at 8% thereon, from the 13th day of September A. D. 1877 and for costs of suit.

Cameron & Benton Plaintiffs Attorney.

The State of Ohio, Union County ss. T. B. Benton 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 said Instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

T. B. Benton

Sworn to by said T. B. Benton before me, and by him subscribed in my presence, this 22nd day of February A. D. 1879. W. M. Winget Clerk

Copy of note

$726 00 Six months after date, for value received, we jointly and severally promise to pay The Bank of Richwood, or order, at their office, Seven Hundred and twenty six Dollars, with interest, at the rate of 8 per cent per annum, and all unpaid principal and interest after due until paid; interest to be compounded every year with 5 per cent attorney fee, if collected. 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 appear for us, or either of us, in any of said courts, at any time after the above note becomes due, and confess judgment thereon, against us, or either of us in favor of

the payee or endorser 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 rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the form and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue 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 and seals this 13 day of September 1877 " John McAllister. "Enos A. Bell" R. H. White".

Answer

"The State of Ohio, Union County ss. In Court of Common Pleas.

The Bank of Richwood, Plff
against
John Mc Allister, Enos A. Bell and R. H. White, Defendants

By virtue of the Warrant of Attorney attached to the foregoing Petition, I A. H. Bightler an Attorney at Law, in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendants at the suit of The Bank of Richwood Plaintiff against said John McAllister, Enos A. Bell and R. H. White Defendants and waive the issuing and service of Process therein, and confess a judgment in favor of the said The Bank of Richwood against said John Mc Allister, Enos A. Bell and R. H. White for the sum of eight hundred and four dollars and 40 cents, Damages, being the Amount appearing due for principal and interest on said Promissory note, and also for costs of suit, and I do hereby release all errors and waive all right of appeal.

A. H. Bightler, Defendants Attorney.

Journal Entry

The Bank of Richwood
vs.
John Mc Allister et. als.

This day came the Plaintiff by Cameron & Benton Attorneys and thereupon came A. H. Bightler one of the Attorneys of Record of this Court who, by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of Attorney confesses that that there is due from said defendants to said Plaintiff as is alleged in said Plaintiffs Petition the sum of $804 40/100 it is therefore considered that said Plaintiff do recover of said defendant the said sum of $804 40 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 0/0 per centum per annum and by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error waived.

Attest W. H. Wright

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 22nd day of February A. D. 1879. Thereto for to wit: On the 22d day of February 1879 a petition and answer was filed with the Clerk of said Court which reads as follows viz:

Petition

The State of Ohio, Union County, ss. In Court of Common Pleas.

The Bank of Richwood, Plaintiff
against
James Mulvain & William Cassidy

The plaintiffs say that they are a company doing a private banking business in the State of Ohio, That the defendants James Mulvain and William Cassidy on or about the 17th day of October A.D. 1878 executed and delivered to said Plaintiff their promissory note, of that date, together with a Warrant of Attorney, which Promissory note and warrant of Attorney or copies thereof are hereto attached, marked "Exhibit A." and made a part

Copy of note

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Answer

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of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that they are the legal owners and holders thereof, and that there is due them thereon from said Defendants the sum of Five Hundred Dollars with interest at 8% from the 17th day of October A. D. 1878. Wherefore, the Plaintiff asks judgment against said Defendants for the sum of Five Hundred Dollars with interest at 8% thereon, from the 17th day of October A. D. 1878 and for costs of suit. Cameron & Benton, Plaintiff's Attorneys.

The State of Ohio, Union County ss. T. B. Benton 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 said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact. T. B. Benton

Sworn to by said T. B. Benton before me, and by him subscribed in my presence, this 22nd day of February A. D. 1879. W. M. Wright Clerk.

Copy of note

"$500 Forty days after date, for value received, we jointly and severally promise to pay The Bank of Richwood at their office Five Hundred Dollars, with interest at the rate of 8 per cent per annum and all unpaid principal and interest after due until paid; interest to be computed every year with 8 per cent attorney fee, if collected. 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 appear for us, or either of us, in any of said Courts at any time after the said note becomes due, and confess 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 rendition until paid. We do also hereby waive all right of appeal the stay of execution, the power and privilege to hold exempt from execution any personal or real property, belonging to us, or either of us, and release all errors that may accrue 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 and seals this 17th day of October 1878. "James Mulvaine"
"William Cassidy"

Answer

The State of Ohio, Union County ss. In Court of Common Pleas.

The Bank of Richwood
against
James Mulvaine and William Cassidy

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, A. H. Bightler an Attorney at Law, in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendants at the suit of The Bank of Richwood Plaintiff against said James Mulvaine and William Cassidy Defendants and waive the issuing and service of process therein, and confess a judgment in favor of the said The Bank of Richwood against said James Mulvain and William Cassidy for the sum of Five hundred and thirteen dollars and Fifty cents, Damages being the Amount appearing due for principal and interest on said Promissory Note, and also for costs of suit, and I do hereby release all errors and waive all right of appeal.

A. H. Bightler Defendants Attorney

And on the same day (February 22nd 1879) An entry was made on the

Journal Entry

Journal of said Court which reads as follows viz:

T. Bank of Richwood
vs.
James Mulvaine and William Cassidy

This day came the Plaintiff by Cameron & Denton its attorneys, and thereupon came A. H. Brighton one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of Process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs Petition the sum of $5/3.50 It is therefor considered that said Plaintiff do recover of said defendants the said sum of $5/3.50 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per Centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a Petition in error are waived

Attest Wm. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 22nd day of February A. D. 1879

Heretofore to wit: On the 22nd day of February A. D. 1879 a Petition, and entry was filed with the Clerk of said Court which reads as follows viz:

Petition

The State of Ohio, Union County, ss. In the Court of Common Pleas.

Union County Bank
vs.
H. H. Bingle, W. H. Lenox & Cyrus Moore, Defendants

The above named Plaintiffs say that there is due them from H. H. Bingle, W. H. Lenox and Cyrus Moore Defendants on a promissory note made by the Defendants Bingle Lenox and Moore dated the 11th day of August A. D. 1878, which note, with the warrant of attorney thereto annexed is hereto attached, the sum of three hundred and thirty six dollars and 65 cents, with interest thereon from the 11 day of September A. D. 1878 The Plaintiff further say that they are legal owner and holder of said note, that the same is due and unpaid, Whereupon the Plaintiff ask judgment against said Defendant for the sum of three hundred and thirty six Dollars and 65 cents, with interest from the 11th day of September A. D. 1878.

P. R. Kerr Attorney for Plaintiff

The State of Ohio, Union County ss. P. R. Kerr attorney for the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff has placed the same in his hands for collection

P. R. Kerr.

Subscribed by P. R. Kerr in my presence, and sworn to by him before me, this 22 day of February A. D. 1879.

Wm. Winget Clerk.

Copy of note

$336.65 Thirty days after date, for value received, we jointly and severally promise to pay the Union County Bank, or Order, at their office, Three hundred thirty six and 65/100 Dollars, with interest at the rate of 8 per cent per annum, on all unpaid principal and interest after due until paid; interest to be computed every year, with five per cent attorney fee if collected. "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 appear for us or either of us in any of said Courts at any time against us, or

Answer

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at any time after the above note becomes due, and confess judgment thereon a-
gainst 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 rendition until paid, We do also hereby
waive all right of appeal the stay of execution, the benefit and privilege to
hold exempt from execution any personal or real Property belonging to us,
or either of us, and release all errors that may accrue 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 and seals at Richwood Ohio this 11th day of August
1878. "H. H. Pringle" "W. H. Lenox" Cyrus "Moore"

Answer

Union County Bank
vs
H. H. Pringle Etals

And now come H. H. Pringle, W. H. Lenox and Cyrus Moore the above named defendants, by the undersigned James Cole attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs' Petition, and against the above named Defendants, for the sum of three hundred and sixty Dollars and 15 Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are released and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived February 22, A.D. 1879 J. B. Cole Atty for Defts

Entry

Union County Bank
vs.
H. H. Pringle etals

This day came the Plaintiff by P. R. Lewis his Attorney, and thereupon came James B. Cole one of the attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $360.15. It is therefore considered that said Plaintiff do recover of said defendants the said sum of $360-15 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived -

Attest W. M. Winget Clerk

Pleas before his Honor John L. Perin judge at a Court of Common Pleas be-
gun and held at the Court House in the town of Marysville within and
for the County of Union and State of Ohio on the 3d day of February A. D.
1879. Hereto for to wit: On the 3d day of February A. D. 1879 a Petition and
Answer was filed with the Clerk of said Court which reads as follows viz:
"The State of Ohio, Union County, ss. In the Court of Common Pleas.

Petition

Cyrus Moore Administrator with the
will annexed of the estate of Magdeline Moore deceased
against
Hylas Sabins and John T. Lenox Defendants

The Plaintiff says: On
or about the 31st day of De-
cember 1878 he was duly ap-
pointed and qualified and

letters of administration were granted to him as said administrator by the Probate Court of said County, that the Defendants, Hylas Sabine and J. T. Lenox on or about the 11th day of February A. D. 1878, executed and delivered to the said Magdaline Moore then in full life their Promissory note, of that date, together with a Warrant of Attorney, which Promissory Note and Warrant of Attorney are hereto attached, marked "Exibit A." and made a part of this Petition.

Said Plaintiff further says that said Promissory note is due and unpaid, that he as administrator is the legal owner and holder thereof, and that there is still due him as Administrator thereon from said Defendants the sum of Eight hundred and Eighty eight Dollars and Thirty cents, with interest at the rate of 8 per centum per Annum from the 11th day of February A. D. 1878

Wherefor the Plaintiff asks judgment against said Defendants for the sum of Eight Hundred and eighty Eight Dollars and thirty cents, with interest thereon at the rate of 8 per centum per annum, from the 11th day of February, A. D. 1878 and for costs of suit. S. S. Gardiner Plaintiffs Attorney.

The State of Ohio Union County, ss. } S. S. Gardiner being duly sworn, says that he is the Attorney of Record of said Plaintiff, that this action is brought upon an instrument in writing for the payment of Money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

S. S. Gardiner.

Sworn to by said S. S. Gardiner before me, and by him subscribed in my presence, this 3d day of February A. D. 1879 W. M. Wing Clerk

Copy of Note

"$ 888 30/100 June 23rd 1878 after date, for value received, we jointly and severally promise to pay Magdaline Moore or order, at their office, Eight Hundred and eighty Eight 30/100 Dollars with interest at the rate of 8 Percent per Annum and all unpaid Principal and interest after due until paid; interest to be compounded every year with 5 per cent. attorney fee, if collected. 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 appear for us or either of us, in any of said Courts, at any time after the above note becomes due, and confess 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 rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property, belonging to us or either of us, and release all error 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 and seals this 11th day of February 1878, "Hylas Sabine" "J. T. Lenox".

Answer

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

Cyrus Moore Administrator with the will annexed of the estate of Magdaline Moore deceased,

against

Hylas Sabine and J. T. Lenox Defendants

By virtue of the Warrant of Attorney attached to the foregoing Petition, I, A. J. Carpenter an Attorney at Law in the several Courts of record in the State of Ohio, hereby enter an Appearance for the said Defendants at the suit of Cyrus Moore Administrator with the will annexed of the estate of Magdaline Moore deceased, Plaintiff, against said Hylas

Sabine and J. T. Lenox Defendants, and waive the issuing and service of process therein, and confess a judgment in favor of the said Cyrus Moore as Administrator against said Hylas Sabine and J. T. Lenox for the sum of Nine Hundred and Fifty Eight Dollars and nineteen cents, Damages, being the Amount appearing due for Principal and interest on said Promissory note, and also for costs of suit, and I do hereby release all errors and waive all right of appeal. A. T. Carpenter. Defendants Attorney.

Cyrus Moore Administrator with the will annexed of the estate of Magdaline Moore deased, Plaintiff. } This day came the Plaintiff by L. L. Gardiner his Attorney, and thereupon came

Against

Hylas Sabine and J. T. Lenox Defendants } A. T. Carpenter one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in Open Court and duly proven, waived the issuing and service of process and entered appearance of said Defendants herein, and by virtue of the same warrant of attorney confesses that there is due from said Defendants to said Plaintiff as administrator with the will annexed of the estate of Magdaline Moore deceased as alleged in said plaintiffs Petition the sum of Nine Hundred and Fifty eight dollars and Fourteen Cents. It is therefore considered that said Plaintiff do recover of said Defendants as said administrator the said sum of nine hundred and fifty Eight dollars and Fourteen cents, so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 % per annum and by virtue of said warrant of attorney all errors are released and all right of appeal and all right to file a Petition in error are waived.

Attest W. W. Wright Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 11th day of February A.D. 1879 Heretofore to wit: On the 11th day of February 1879 a Petition, Answer and entry was filed with with the Clerk of said Court which reads as follows viz:

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

W. W. Woods Plaintiff

vs.

Hylas Sabine & John F. Sabine Security, Defendants, on a promissory note made by the Defendants payable to the order of Stephen A. Tanner dated the 7th day of September A.D. 1877 a copy of which note with the warrant of attorney thereto annexed with its endorsements is hereto attached, the sum of Nine Hundred three and 10/100 Dollars, with interest thereon at eight per cent from the 7th day of September A. D. 1877 payable annually. The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid; That plaintiff purchased said note from Stephen A. Tanner the payee, and paid him a full, fair and valuable consideration therefor before the same became due. Whereupon, the Plaintiff asks judgment against said Defendants for the sum of Nine Hundred and three Dollars and ten cents, with interest at eight per cent from the } W. W. Woods the above named plaintiff says that there is due to him from Hylas Sabine and John F. Sabine as

7th day of September A. D. 1877 payable annually. Lawrence & Mulford. Plaintiffs Attorneys,

The State of Ohio Union County, ss. M. C. Lawrence one of the attorneys for W. W. Woods, the above named Plaintiff, being duly sworn, says that he believes the statements in the foregoing Petition to be true. He further says that this action is founded upon a written instrument for the payment of money only; which instrument in writing is in his possession as such attorney. M. C. Lawrence Subscribed by M. C. Lawrence in my presence, and sworn to by him before me, this 11th day of Febuary A. D. 1879. W. M. Winget Clerk.

Copy of note

"$903.00 Marysville O. Sept. 7th 1877 One year after date, as Principal debtors, we jointly and severally promise to pay to the order of Stephen A. Farmer Nine Hundred Three and 00/100 Dollars for value received with eight per cent. interest 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, with eight per cent 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 7 day of Sept. 1877

(Signed) Hylas Sabine [Seal] John F. Sabine Security.

Endorsements

Judgment Pay the contents of the within note to W. W. Woods or order, Dec 26. 1877 "Stephen A. Farmer"

Answer

W. W. Woods Plaintiff

vs.

Hylas Sabine and John F. Sabine Security Defendants, In Court of Common Pleas Union County ss.

And now come Hylas Sabine and John F. Sabine Security, the above named defendants, by the undersigned D. W. Ayers Attorney, and waive the issuing and service of Process in this Case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs Petition, and against the above named Defendants, for the sum of One Thousand and eight Dollars and Ten cents the amount appearing due for Principal and interest on said note, and also consent that judgment be entered in the same manner against the defendants for costs of this action, and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any Execution issued on the judgment in this case is hereby waived, Febuary 11th A. D. 1879

D. W. Ayers Attorney for Defendants.

Entry

W. W. Woods Plaintiff

vs.

Hylas Sabine and John F. Sabine Security

This day came the Plaintiff by Lawrence & Mulford his Attorneys, and thereupon came D. W. Ayers one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of $1.008 00/100. It is therefore Considered that said Plaintiff do recover of said Defendants the said sum of $1.008.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate

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of eight per centum per annum, and by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived. And the Court further finds that said John F. Sabine is security for said Silas Sabine and orders that execution issue accordingly. Attest W. M. Winget Clerk.

Pleas before his Honor John L. Perin Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio on the 22nd day of February A. D. 1879 Hereinafore to wit: On the 22nd day of February A. D. 1879 a Petition, Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

Farmers Bank of Union County Plff. } The State of Ohio, Union County ss.
vs. } In the Court of Commons Pleas.
Frank Oliphant, Christopher Oliphant and Benjamin S. Grubbs Defendants

Petition

The Plaintiffs say that they are a firm doing business within the State of Ohio under the firm name of Farmers Bank of Union County and are not incorporated as such, the above named plaintiffs say that there is due to them from Frank Oliphant, Christopher Oliphant, and Benjamin S. Grubbs, Defendants, on a promissory note made by the Defendants, To the said Farmers Bank of Union County, dated the 1st day of May A. D. 1878 which note with the warrant of attorney thereto annexed, is hereto attached, the sum of One hundred and eighty one Dollars, and twenty cents with interest thereon at 8 per cent from the 1st day of August A. D. 1878. The Plaintiff further say that They are the legal owners and holders of said note, that the same is due and unpaid, Whereupon, the Plaintiffs ask judgment against said Defendants for the sum of one hundred and eighty one Dollars and Twenty cents, with interest 8 per cent from the 1st day of August A. D. 1878. D. W. Ayers Plaintiffs Attorney

The State of Ohio, Union County, ss. D. W. Ayers being sworn says he is the Attorney of the above named plaintiff, duly authorized in the premises. He says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiffs action is founded upon an instrument for the payment of money only and is now in possession of this affiant - D. W. Ayers.

Subscribed by D. W. Ayers in my presence, and sworn to by him before me, this 22nd day of February A. D. 1879 W. M. Winget Clerk.

Copy of note

"$ 181 20/100 Marysville, Ohio May 1st 1878. Sixty Days after date, as principal debtors, we jointly and severally promise to pay to the Farmers Bank of Union County, at their office in Marysville, One hundred and eighty one 20/100 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, with eight per cent 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 1st day of May 1878 " Frank Oliphant. Christopher Oliphant. Benjamin S. Grubbs

Answer

Farmers Bank of Union County Plaintiff
vs.
Frank Oliphant, Christopher Oliphant and Benjamin S. Gnobs Defendants

In Court of Common Pleas.

And now come Frank Oliphant, Christopher Oliphant, Benjamin S. Gnobs, the above named Defendants, by the undersigned Edward E. Cole Attorney, and waive the issuing and service of process in this case and consent that judgment be entered, herein, in favor of the above named Plaintiff, the holder of the note described in Plaintiffs Petition, and against the above named Defendants for the sum of Two hundred and three Dollars and Thirty six cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal, and to appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived, February 22nd A. D. 1879 Edward E. Cole Atty for Defts

Entry

Farmers Bank of Union County
vs.
Frank Oliphant, Christopher Oliphant and Benjamin S. Gnobs

This day came the Plaintiff by D. W. Ayres its Attorney, and thereupon came Edward E. Cole one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs Petition, the sum of $203 36/100. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $203 36/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived

Attest W.M. Winget Clerk

Pleas be for his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 8th day of February A. D. 1879.

Heretofore to wit: On the 8th day of February A. D. 1879 a Petition Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

Petition

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

E. G. Allen Plaintiff
Against
W. W. Carr, D. F. Carr and Levi Rosebery, Defendants

E. G. Allen the Plaintiff says that the Defendants W. W. Carr, D. F. Carr and Levi Rosebery on or about the 16th day of January, A. D. 1878, executed and delivered to one B. F. Stahl their Promissory note, of that date, together with a warrant of Attorney, which Promissory note and warrant of Attorney are hereto attached, marked "Exibit A." and made a part of this petition and which has been duly assigned to him for a valuable consideration. Said Plaintiff further says that said Promissory note is due and unpaid, that he is the legal owner and holder thereof, and that there is still due him thereon from said Defendants, the sum of Two hundred and twenty five Dollars with interest at the rate of 8% per centum per annum, from the 16th day of January, A.D. 1878. Wherefore, the Plaintiff asks judgment against said Defendants for the sum of Two hundred and twenty five

Entry

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Dollars, with interest thereon at the rate of 8% per centum per annum, from the 16th day of January, A. D. 1878 and for costs of suit." B. F. Stake Plaintiffs Attorney
"The State of Ohio, Union County ss. B. F. Stake being duly sworn, says that he is the Attorney of Record of said Plaintiff, That this action is brought upon an instrument in writing for the payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.
B. F. Stake
Sworn to by said B. F. Stake, before me, and by him subscribed in my presence, this 5th day of February, A. D. 1879 J. A. Wolford Notary Public Union Co. O.

Copy of note

"$225.00 One year after date for value received, we jointly and severally promise to pay B. F. Stake or order, Two hundred and Twenty five Dollars with interest at 8 per cent. per annum until paid, from date. And we hereby authorize and empower 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 without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost in favor of the payee, legal holder, indorsee or assignee hereof and release all errors which may accrue in the rendition of said judgment. And we also release the right of appeal, the stay of execution, and the power and 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 judgment; And our said Attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals this 16th day of January A. D. 1878.
W. W. Carr (Seal) D. F. Carr (Seal) Levi Rosebrugh (Seal)
Endorsed, "Without Recourse, B. F. Stake."

Answer

"The State of Ohio, Union County ss. In the Court of Common Pleas,
Between E. G. Allen Plaintiff
Against
W. W. Carr, D. F. Carr and Levi Rosebrugh
By virtue of the warrant of Attorney attached to the foregoing Petition I, J. B. Benton an Attorney at Law in the several Courts of Record in the State of Ohio, hereby enter an appearance for the said Defendants, at the suit of E. G. Allen Plaintiff against said W. W. Carr, D. F. Carr and Levi Rosebrugh Defendants and waive the issuing and service of process therein, and confess a judgment in favor of the said E. G. Allen against said W. W. Carr D. F. Carr and Levi Rosebrugh for the sum of Two hundred and Forty four 10/100 Dollars, Damages, being the amount appearing due for Principal and Interest on said promissory Note, and also for costs of suit, and I do hereby release all errors and waive all right of appeal. "J. B. Benton Defendants Attorney"

Entry

E. G. Allen
vs.
W. W. Carr, D. F. Carr & Levi Rosebrugh
This day came the Plaintiff by B. F. Stake his Attorney, and thereupon came J. B. Benton, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waives the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of $244.10 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $244.10 so as aforesaid confessed

to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest W.M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 19th day of February A.D. 1879. Hereto fore to wit: On the 19th day of February 1879 a Petition Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

Petition "The State of Ohio, Union County ss. In the Court of Common Pleas.
S. H. Benedict & Co
vs.
H. H. Bingle and W. H. Lenox
The Plaintiffs say that they are partners doing business within the State of Ohio under the firm name of S. H. Benedict & Co. The Plaintiffs further say that there is due to them from H. H. Bingle and W. H. Lenox the Defendants on a promissory note made by the Defendants H. H. Bingle and W. H. Lenox dated the 12th day of August A.D. 1878, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of One hundred and Sixty Dollars and Fifteen cents, with interest thereon at 8% from the 5th day of September A.D. 1878. The Plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid. Whereupon, the Plaintiffs ask judgment against said Defendants for the sum of One hundred and Sixty Dollars and Fifteen cents, with interest at 8% from the 5th day of September A.D. 1879. Carpenter & Brodrick Attys for Plff

The State of Ohio, Union County ss. A.T. Carpenter being sworn says he is one of the attorneys of the above named Plaintiffs, duly authorized in the premises, That said Plaintiffs are non residents of said County of Union and are now absent therefrom. Affiant further says that the facts stated and allegations contained in the foregoing petition are true as he verily believes.

A.T. Carpenter.

Subscribed by A.T. Carpenter in my presence and sworn to before me this 19th day of February A.D. 1879. W.M. Winget Clerk.

Copy of note "$160 5/100. Richwood O. August 12th 1878. Sixty days after date for value received, we promise to pay to the order of S.H. Benedict & Co. One Hundred Sixty 5/100 Dollars, with interest after September 5th next at the rate of eight per centum per annum, at the Union County Bank Richwood Ohio, and we hereby authorize any Attorney at Law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process, and confess a judgment against us in favor of the holder hereof, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal. H. H. Bingle [Seal]
W. H. Lenox [Seal]
Endorsed, Pay A.T. Carpenter Esq. Atty at Law for acct. S. H. Benedict & Co.

Answer S. H. Benedict & Co
vs.
H. H. Bingle & W. H. Lenox
In Court of Common Pleas, Union County ss.
And now come H. H. Bingle and W. H. Lenox the above named defendants, by the undersigned D.W. Ayers Attorney and waive the issuing and service of process

Entry in this case, [illegible] above named [illegible] against the [illegible] Dollars and [illegible] interest on [illegible] same man[illegible] hereby release [illegible] of real estate [illegible] in this case.

S. H. Benedict
vs.
H. H. Bingle
Court who [illegible] produced [illegible] vice of proc[illegible] virtue of the [illegible] said defendant [illegible] tion, the [illegible] do recover [illegible] confessed [illegible] with interest [illegible] by virtue [illegible] right of appeal

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J. J. Anders[illegible] State of Ohio [illegible] then is due [illegible] named defe[illegible] son S. Walp[illegible] note, with [illegible] sum of Two [illegible] interest the[illegible] tiff further [illegible] the same is [illegible] against said [illegible] and security [illegible] October A.D. [illegible] The State of [illegible] he is one of [illegible]

in this case, and consent that judgment be entered herein in favor of the above named Plaintiffs, the holders of the note described in Plaintiffs petition, and against the above named Defendants, for the sum of one hundred and sixty five Dollars and ninety nine cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. February 19th A. D. 1879.

D. W. Ayres Attorney for defendant.

Entry

S. H. Bendict & Co
vs.
H. H. Bingle & W. H. Lenox

This day came the Plaintiffs by Carpenter & Brodrick their Attorneys and thereupon came D.W. Ayres one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said Plaintiffs as is alleged in said plaintiffs petition, the sum of $165.99. It is therefore considered that said Plaintiffs do recover of said Defendants the said sum of $165.99 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per annum, and by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest H. M. Winget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 24th day of February A. D. 1879. Hereinafore to wit: on the 24th day of February A. D. 1879 a Petition Answer and entry was filed with the Clerk of said Court which reads as follows:

Petition

"The State of Ohio Union County, ss. In the Court of Common Pleas-

The Peoples Bank
vs.
J. J. Anderson, S. Walker and L. A. Hedges

The Plaintiff says that it is a Co partnership formed for the purpose of doing business within the State of Ohio and not incorporated, The above plaintiff further says that there is due to it from J. J. Anderson, S. Walker & L. A. Hedges the above named defendants, on a promissory note made by the Defendants J. J. Anderson S. Walker & L. A. Hedges dated the 12th day of July A. D. 1878 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Three Hundred and Thirty Dollars and seventy five cents, with interest thereon at 8% from the 12th day of October A. D. 1878. The plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid- Whereupon, the Plaintiff asks judgment against said defendants for the sum of Three Hundred & Thirty Dollars and seventy five cents, with interest thereon at 8% from the 12th day of October A. D. 1878- Carpenter & Brodrick Attorneys for Plaintiff-

The State of Ohio, Union County, ss. A. T. Carpenter being sworn says he is one of the attorneys of the above plaintiff duly authorized in the

premises, That this the plaintiffs action is founded upon a written instrument for the payment of money only which is now in possession of affiant. Affiant further says that the facts stated and allegations contained in plaintiffs petition are true as affiant verily believes. A. J. Carpenter.

Subscribed by A. J. Carpenter in my presence, and sworn to by him before me, this 24 day of February A.D. 1879. W. H. Winget Clerk.

Copy of note

"$330 75/100 Maysville, Ohio, July 12th 1878. Ninety days after date as principal debtors, we jointly and severally promise to pay to the Peoples Bank, or order, at their office in Maysville, Ohio, Three hundred thirty 75/100 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 with eight per cent 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 twelvth day of July 1878. "J. J. Anderson (Seal)
S. Walker (Seal) L. A. Hedges. (Seal)

Answer

The Peoples Bank
vs.
J. J. Anderson, S. Walker & L. A. Hedges

And now come J. J. Anderson, S. Walker and L. A. Hedges the above named Defendants, by the undersigned Geo. O. Hamilton Attorney, and waive the issuing and service of Process in this Case, and consent that Judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs Petition and against the above named Defendants, for the sum of Three Hundred & Forty Dollars and Forty five cents the amount appearing due for Principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal is hereby waived. February 24th A. D. 1879. Geo. O. Hamilton Attorney for Defendant.

Entry

The Peoples Bank
vs.
J. J. Anderson, S. Walker and L. A. Hedges

This day came the Plaintiff by Carpenter & Brodrick its Attorneys and thereupon came Geo. O. Hamilton one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly proven, waived the issuing and service of Process, and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of $340 45 It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $340 45/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum, and by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest W. H. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Maysville within and for the County of Union and State of Ohio, on the 20th day of February 1879 Here to fore to wit on the 20th

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day of February 1879 a Petition Answer and entry was filed with the Clerk of said Court which reads as follows viz:

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

Petition

James Fullington, Charles Phillis and W. W. Woods Partners in business under the firm name of Fullington Phillis & Woods, Plaintiffs

vs.

Henry Myers Defendant

James Fullington Charles Phillis and W. W. Woods the above named plaintiffs say that there is due to them from Henry Myers Defendant, on a promissory note made by the defendant dated the 5th day of November A. D. 1877 a copy of which note with its Endorsement and with the warrant of attorney thereto annexed, is hereto attached, the sum of One hundred and Fifty dollars, with interest thereon from the 5th day of November A. D. 1877. The plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid. That the plaintiffs purchased said note from the Marysville Butter Tub and Spoke Company the payee, and paid them for a full fair and valuable Consideration, before the same became due. Wherefore, the Plaintiffs ask judgment against said Defendant for the sum of One hundred and fifty Dollars, with interest at the rate of six per cent per annum from the fifth day of November A. D. 1877 to November 5th 1878 and interest from that date at the rate of eight per cent per annum.

Lawrence & Mulford Attys for Plaintiffs

The State of Ohio, Union County, ss, W. W. Woods one of the above named Plaintiffs being duly sworn, says that he believes the statement in the foregoing Petition to be true. W. W. Woods.

Subscribed by W. W. Woods in my presence, and sworn to by him before me this 20th day of February A. D. 1879. W. M. Winget Clerk.

Copy of note

"$150.00 Marysville Ohio, November 5th 1877. One year after date, for value received, we jointly and severally promise to pay The Marysville Butter Tub and Spoke Company or order, at the Bank of Marysville, One hundred and Fifty Dollars with interest from date at the rate of six per cent. per annum until due. after maturity eight per cent interest. And I hereby authorize any Attorney at Law to appear for me, in any action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of Process against me and confess judgment in favor of the legal holder of the above against me for the amount that may be due, with costs of suit, and to waive and release all errors in said proceedings, Petitions in error and the right of appeal from the judgment rendered. Henry Myers

Endorsed, Marysville Butter Tub and Spoke Company "

Answer

James Fullington, Charles Phillis & W. W. Woods partners in business under the firm name of Fullington Phillis & Woods. Plaintiffs.

vs.

Henry Myers Defendant

In Court of Common Pleas Union County ss.

"And now comes Henry Myers the above named Defendant, by the undersigned J. H. Kinkade his attorney, and waives the issuing and service of Process in this case, and consent that judgment be entered herein in favor of the above named Plaintiffs, the holders of the note described in Plaintiffs petition and against the above named Defendant for the sum of One

Hundred and Sixty two Dollars and fifty cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all Errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. February 20th A.D. 1879. J. H. Kinkade Attorney for defendant

James Fullington, Charles Phellis and W. W. Woods,
Partners in Business under the firm name of
Fullington Phellis & Woods. Plaintiffs

vs.

Henry Myers, Defendants,

Entry

This day came the plaintiffs by Lawrence & Mulford their attorneys and thereupon came J. H. Kinkade one of the attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of Process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney Confesses that there is due from said defendant to said Plaintiffs as is alleged in said Plaintiffs petition the sum of $162.50, It is therefore Considered that said Plaintiffs do recover of said Defendant the said sum of $162.50, so as aforesaid Confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of Eight per centum per annum. And by virtue of said Warrant of Attorney, all Errors are released, and all right of appeal and all right to file a petition in error are waived.

Attest H. M. Winget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 24th day of February A. D. 1879. Heretofore to wit: On the 24th day of February 1879 a Petition, Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

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

Petition

Rosanna Laurence Plaintiff
vs.
C. J. Barkes and Patrick Sleamy Defendants,

Rosanna Laurence the above named Plaintiff says that there is due to her from C. J. Barkes and Patrick Sleamy Defendants, on a promissory note made by the Defendants payable to her dated the 6th day of October A. D. 1877 a copy of which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of one hundred and Sixty three Dollars and seventy five cents with interest thereon at 8% per annum from the 6th day of October A. D. 1877. The Plaintiff further say that she is the legal owner and holder of said note, that the same is due and unpaid, Whereupon the Plaintiff asks judgment against said Defendants for the sum of One hundred and Sixty Three Dollars and seventy five cents, with interest at 8% per annum from the 6th day of October A. D. 1879.

Lawrence & Mulford attorneys for Plaintiff

The State of Ohio, Union County, ss. M. C. Lawrence one of the attorneys for the Plaintiff being duly sworn says that he believes the statements in the foregoing petition to be true. He further says that the facts stated in the foregoing petition are within his own personal knowledge,

M. C. Lawrence.

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Subscribed by M. C. Laurence in my presence, and sworn to by him before me this 24th day of February A. D. 1879. "Wm. Wright Clerk."

Copy of note

"$193 75/100. Marysville Ohio, October 6th 1877. One year after date, for value received, we jointly and severally promise to pay Rosanna Laurence or order at Marysville Ohio, One Hundred and ninety three and 75/100 Dollars, with interest from date at the rate of Eight per cent per annum payable annually. And we hereby authorize any attorney at law to appear for us in any action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of Process against us and confess judgment in favor of the legal holder of the above against us for the amount that may be due, with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and all right to appeal from the judgment rendered. Witness our hands and seals, C. J. Barkus, [seal] Patrick Slattery [seal]

Answer

Rosanna Laurence Plaintiff
vs.
C. J. Barkus and Patrick Slattery

And now come C. J. Barkus and Patrick Slattery the above named Defendants, by the undersigned their attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition and against the above named defendants for the sum of Two Hundred Fourteen Dollars and fifty two cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. February 24th A. D. 1879. D. W. Ayers, atty for Defts.

Entry

Rosanna Laurence
vs.
C. J. Barkus & Patrick Slattery

This day came the Plaintiff by Laurence & Mulford her attorneys and thereupon came D. W. Ayers one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said plaintiffs petition the sum of $214 02. It is therefore considered that said plaintiff do recover of said Defendants the said sum of $214 02 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived. Attest W. Wright Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 24th day of February A. D. 1879. Heretofore to wit: On the 22nd day of February 1879 a Petition, An-

sure and Entry was filed with the Clerk of said Court which reads as follows viz:

Petition

The Bank of Richwood
vs.
James Jordan, Enos A. Bell
and John McAllister

"The State of Ohio, Union County ss. In the Court of Common Pleas.
The Plaintiffs say that they are an association of persons formed for the purpose of doing a Private Banking business in the State of Ohio, the above named Plaintiffs say that there is due to them from James Jordan, Enos A. Bell and John McAllister Defendants, on a promissory note made by the Defendants James Jordan, Enos A. Bell and John McAllister dated the 8 day of December A.D. 1877. which note with the warrant of Attorney, thereto annexed, is hereto attached, the sum of seven hundred and twenty five dollars, with interest thereon at 8% from the 8th day of December A.D. 1877. The Plaintiff further says that they are the legal owners and holders of said note, that the same is due and unpaid. Whereupon the Plaintiff asks judgment against said Defendant for the sum of Seven hundred and Twenty five Dollars, with interest at 8% from the 8th day of December A.D. 1877. Cameron & Benton attorneys for Plaintiff.
The State of Ohio Union County, ss. T. B. Benton one of the Attorneys for the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff's action is for money only and that the written instrument is in his possession. T. B. Benton
Subscribed by T. B. Benton in my presence, and sworn to by him before me, this 22nd day of February A.D. 1879. W. H. Hinger Clerk.

Copy of note

$725. Six Months after date, for value received, we jointly and severally promise to pay The Bank of Richwood, or Order, at this office, Seven hundred and twenty five dollars, with interest at the rate of 8 per cent. per annum and all unpaid principal and interest after due until paid; interest to be compounded every year with 5 per cent. attorney fee, if collected. 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 appear for us, or either of us in any of said courts at any time after the above note becomes due, and confess 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 rendition until paid, We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property, belonging to us, or either of us, and release all errors that may accrue 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 and seals this 8 day of Dec. 1877. "James Jordan." "Enos A. Bell." "John McAllister."

Answer

In Court of Common Pleas, Union County, ss.
The Bank of Richwood Plaintiff.
vs.
James Jordan, Enos Bell and John McAllister. Defendants.

And now come A. H. Beightler the above named Defendants by the undersigned their attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs Petition and against the above named Defendants for the sum of Seven hundred and Ninety dollars and 25 cents the amount

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appearing due for Principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal is hereby waived. February 22. A. D. 1879.

A. H. Beightler Attorney for Defendants

Entry

The Bank of Richwood vs. James Jordan et. als. } This day came the Plaintiff by Cameron and Denton Attorneys and thereupon came A. H. Beightler one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open court and duly proven waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs Petition the sum of $790 25/100. It is therefore Considered that said Plaintiff do recover of said Defendants the said sum of $790 25/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8% per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest H. H. Wright Clerk

Pleas before His Honor John L. Perkins Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 14th day of February A. D. 1879. Hereto fore to wit: On the 14th day of February A. D. 1879 a Petition Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

Petition

The State of Ohio, Union County ss. In the Court of Common Pleas.

Perkins Parker, Plaintiff vs. James Watson and Andrew R. Miller Partners doing business under firm name of Watson & Miller

The above named Plaintiff says that there is due from James Watson and Andrew R. Miller partners Defendants, on a promisory note made by the defendants under their firm name of Watson & Miller dated the 1st day of February A. D. 1879, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Two Hundred and Seventy Five Dollars, with interest thereon at 8 per centum per annum from the 10th day of February A. D. 1879. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the Plaintiff asks judgment against said defendants for the sum of Two hundred and Seventy five dollars, with interest thereon from the tenth day of February A. D. 1879 at the rate of 8 per centum per annum.

McLaughlin & Dow Attorneys for Plaintiff

The State of Ohio, Union County ss: J. Duncan McLaughlin being duly sworn says he is one of the attorneys for said Plaintiff: That said petition is founded upon a warrant instrument for the payment of money only which written instrument is in possession of this affiant as the attorney of said Plaintiff and that said Plaintiff is a non resident of and is now absent from said County of Union. Affiant further says that he believes the statements and allegations in the foregoing petition to be true. J. Dun-

Can McLaughlin. Subscribed by J. Duncan McLaughlin in my pres-
ence, and sworn to by him before me, this 14th day of February A. D. 1879.
" $ 275.00 Bellefontaine O. } " W. M. Hiuget Clerk.

Copy of note

February 1st 1879

Ten days after date, we or either of us prom-
ise to pay Peter Vances or order Two hundred & seventy five Dollars at Bell-
fontaine National Bank, for value received with interest at eight per centum
per annum after maturity - And we hereby authorize and empower any
attorney at law, at any time after the above note becomes due to appear for
us, or any of us in any Court of Record and waive the issuing and service
of process, and confess a judgment against us jointly and severally, or against
any of us for the amount of said note and interest and costs in favor of
the legal holder of said note, and to release all errors and waive all right of ap-
peal and all right to file any petition in error. Watson & Millen -

Answer

"In Court of Common Pleas. Union County, SS.
Peter Vances Plaintiff
vs.
James Watson & Andrew R. Millen
partners as Watson & Millen
And now come James Watson and Andrew R. Millen partners the above named Defendants by the undersigned Edward E. Cole Attorney and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiffs the holder of the note described in Plaintiffs petition and against the above named Defendants for the sum of Two hundred & seventy Five and 8/100 Dollars, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. Edward E. Cole Atty for Defts

Entry

Peter Vances Plaintiff
vs.
James Watson and Andrew R. Millen
partners as Watson & Millen
This day came the plaintiff by McLaughlins and Dow, attorneys and thereupon came James Watson and Andrew R. Millen by Edward E. Cole one of the attorneys of Record of this Court, who who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said Plaintiffs petition the sum of $275-18. It is therefore considered that said plaintiff do recover of said Defendants the said sum of $275-18 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived

Attest W. M. Hiuget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 14th day of February A. D. 1879. Entries for to wit: On the 13th day of February 1879 a Petition, Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

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Petition

The State of Ohio, Union County ss. In the Court of Common Pleas.
William Laurence Plaintiff
against
Samuel Wright Defendant
William Laurence the above named Plaintiff says that there is due to him from Samuel Wright the defendant, on a promissory note made by the Defendant Samuel Wright dated the 14th day of October A. D. 1876, a copy which note with the warrant of attorney thereto annexed, is hereto attached, the sum of two hundred and forty five dollars with interest thereon at Eight per cent per annum from the first day of January A. D. 1878. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid and that the same is for the same debt and claim and note secured by mortgage executed by said Samuel Wright and wife to this plaintiff dated March 12. 1862 on the lands of said Samuel Wright in survey 9960 and 10042. Whereupon, the Plaintiff asks judgment against said Defendant for the sum of two hundred and sixty six Dollars and seventy seven cents, with interest at Eight per centum per annum from the 13th day of February A. D. 1879, said Mortgage is recorded in Book four page 140 and 141 of the mortgage Records of Union County, Ohio.

William Laurence in person & as Attorneys for Plaintiff

The State of Ohio, Logan County, ss. William Laurence the above named plaintiff being duly sworn, says that he believes the statements in the foregoing Petition to be true. William Laurence.

Subscribed by said William Laurence in my presence and sworn to by him before me, this 12th day of February A. D. 1879.

John Rose, Justice of the Peace in and for Lake Township, Logan County Ohio

Copy of note

$ 245.00 Bellefontaine, Ohio October 14th 1876. On or before January 1st 1878 I Promise to pay William Laurence or order Two hundred and forty five Dollars at "The Bellefontaine National Bank" for value received with interest at Eight per centum per annum, after maturity. And we hereby authorize and empower any attorney at Law, at any time after the above note becomes due, to appear for us or any of us in any Court of Record, and waive the issuing and service of Process and confess a judgment against us jointly or severally, or against any of us, for the amount of said note and interest and costs in favor of the legal holder of said note, and to release all errors and waive all right of appeal and all right to file any petition in error. Witness our hands and seals this 14th day of October A. D. 1876. Samuel Wright (Seal)

Answer

William Laurence Plaintiff
vs.
Samuel Wright Defendant
In Court of Common Pleas Union County ss.
"And now comes Samuel Wright the above named Defendant by the undersigned P. B. Cole his Attorney, and waives the issuing and service of Process in this case, and consents that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant for the sum of two hundred and sixty six Dollars and seventy seven cents, the amount appearing due for Principal and interest on said note and also consents that judgment be entered in the same manner against defendant for Costs of this action, and that said judgment bear interest at the rate of 8% per annum and all errors are hereby released and defendant to right to appeal and to

file any petition in error on the judgment in this case is hereby waived.
Febnary 13. A. D. 1879. P. B. Cole Attorney for Defendant

Entry — William Laurence Plaintiff against Samuel Wright Defendant } This day came the Plaintiff in his own proper person and thereupon came P. B. Cole one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process and entered a appearance of said defendant Samuel Wright herein and by virtue of the same warrant of attorney confesses that there is due from said Defendant to said plaintiff William Laurence as is alleged in said Plaintiffs petition the sum of $ 266 77/100 & it is therefore considered that said Plaintiff do recover of said Defendant the said sum of $266.77 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum.

And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest W. M. Winget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 14th day of Febnary A. D. 1879.

Heretofore to wit: On the 14th day of Febnary A. D. 1879 a Petition Answer and entry was filed with the Clerk of said Court which reads as follows viz:

Petition — The State of Ohio, Union County, ss. In Court of Common Pleas.
H. R. Miller Plaintiff
vs
James Watson and Andrew R. Miller a Partnership firm doing business under the firm name of Watson & Miller } The above named plaintiff says that there is due from James Watson and Andrew R. Miller partners defendants, on a promissory note made by the defendants, under their firm name of Watson & Miller dated the 1st day of Febnary A. D. 1879, which note with the warrant of attorney thereto annexed, is hereto attached, the sum of one Thousand, Three hundred and Fifty dollars with interest thereon at 8 per centum per annum from the 10th day of February A. D. 1879. The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid, Whereupon, the plaintiff asks judgment against said defendant for the sum of One Thousand Three hundred and Fifty dollars, with thereon from the 10th day of Febnary A. D. 1879 at the rate of 8 per centum per annum.

McLaughlin & Dow Attorneys for Plaintiffs

The State of Ohio, Union County, ss. J. Duncan McLaughlin being duly sworn, says he is one of the attorneys for said plaintiff, That the foregoing petition is founded upon a written instrument for the payment of money only which instrument is in the possession of this affiant as attorney for said plaintiff and that said plaintiff is a non resident of and now absent from said County of Union. Affiant further says that he believes the statements and allegations in the foregoing petition to be true. J. Duncan McLaughlin,

Subscribed by J. Duncan McLaughlin in my presence, and sworn to by him before me, this 14th day of Febnary A. D. 1879.

W. M. Winget Clerk.

Copy of note — $ 1350 00/100 Bellefontaine Ohio Febnary 1st 1879. Ten days after date, we or either of us promise to pay H. R. Miller or order One Thousand, Three

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Hundred and Fifty Dollars, at "Bellefontaine National Bank" for value received with interest at eight per centum per annum, after maturity.

And we hereby authorize and empower any attorney at Law, at any time after the above note becomes due, to appear for us or any of us, in any Court of Record, and waive the issuing and service of process and confess a judgment against us jointly or severally, or against any of us, for the amount of said note and interest and costs in favor of the legal holder of said note, and to release all errors and waive all right of appeal and all right to file any petition in error.

(signed)

H. R. Miller Plaintiff

vs.

James Watson and Andrew R. Miller partners as Watson & Miller

"Watson & Miller"

In Court of Common Pleas, Union County ss.

And now come James Watson and Andrew R. Miller partners the above named Defendants by the undersigned Edward E. Cole attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs petition, and against the above named Defendants for the sum of One Thousand Three Hundred and Fifty Dollars and 90 cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants, right to appeal and to the appraisal of real estate levied on by virtue of any Execution issued on the judgment in this case is hereby waived.

Edward E. Cole Attorney for Defendants

Answer

Entry

February 14th A. D. 1879.

H. R. Miller Plaintiff

vs.

James Watson and Andrew R. Miller Partners as Watson & Miller

Edward E. Cole Attorney for Defendants

This day came the plaintiff by McLaughlin & Dow, attorneys, and thereupon came James Watson & Andrew R. Miller partners by Edward E. Cole one of the attorneys of Record of this Court, who by virtue of a warrant of attorney, duly executed and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of $1350 90

It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $1350 90 so as aforesaid confessed to be due, together with Costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived

Attest W. H. Winget Clerk

Pleas before his honor John L. Potts Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 18th day of February A. D. 1879. Heretofore to wit on the 18th day of February A. D. 1879 a Petition answer and entry was filed with the Clerk of said Court which reads as follows viz:

Petition

The State of Ohio, Union County ss. In the Court of Common Pleas.
Abner Riddle, Robert Lamb, John H. Riddle and John B. Williams surviving partners of the late firm of Rutan, Riddle & Co.
vs
James Watson and Andrew R. Miller

The above named Plaintiffs say that there is due to them from James Watson and Andrew R. Miller Defendants, on a promissory note made by the Defendants James Watson and Andrew R. Miller dated the 7th day of March A. D. 1878, which note, with the warrant of attorney thereto annexed is hereto attached, the sum of One Hundred Dollars, and twenty five cents, with interest thereon at 8% per annum from the 26th day of April A. D. 1878. The Plaintiffs further say that they are legal owners and holders of said note and that the same is due and unpaid. For a second cause of action the above named Plaintiffs say that there is due to them from James Watson and Andrew R. Miller, the aforesaid Defendants on their certain other promissory note made by the Defendants James Watson and Andrew R. Miller dated the 10th day of July A. D. 1878, which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of Fifty seven Dollars, and Eight cents, with interest thereon at 8% per annum from the 19th day of November A. D. 1878. The Plaintiffs further say that they are legal owners and holders of said note, that the same is due and unpaid, Whereupon, the plaintiffs ask judgment against said Defendants for the sum of One Hundred and Fifty seven Dollars and Thirty Three cents, with interest on $100 25/100 at 8% from the 26th day of April A. D. 1878 and on $57 08/100 from the 19th day of November A. D. 1878 West, Walker & West Attorneys for Plaintiffs

The State of Ohio, Union County, ss. W. H. West one of the attorneys of the above named Plaintiffs being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said plaintiffs are absent from and now residents of Union County, Ohio. "W. H. West"
Subscribed by W. H. West in my presence, and sworn to by him before me, this 18 day of February A. D. 1879. "H. M. Winget Clerk"

Copy of 1st note

$ 128 1/100 Thirty Days after date, for value received, we jointly and severally promise to pay Rutan Riddle & Co. or order, One Hundred and Twenty Eight 1/100 Dollars, with interest at 8 per cent per annum after maturity, until paid. Payable at People's Bank, Bellefontaine, Ohio And we hereby authorize and empower any attorney at Law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without Process in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost in favor of the legal holder, indorser or assignee hereof, and release all errors which may occur in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and 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 judgment; and our said attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals, this 7th day of March A. D. 1878.
"James Watson" (seal) "Andrew Miller" (seal)

Copy of 2nd note

Endorsed, Twenty eight 01/100 dolls paid April 26th '78"
"$ 79 80/100 One day after date, for value received, we jointly and severally promise to pay Rutan, Ridde & Co. or order Seventy nine and 80/100 Dollars

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Dollars with interest at 8 per cent per annum, after maturity, until paid, Payable at Proplis Bank, Bellefontaine, Ohio. And we hereby authorize and empower any Attorney at Law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost in favor of the legal holder, indorsee or assignee hereof, and release all errors which may occur in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and 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 judgment; and our said Attorney is hereby authorized to enter such release in said judgment. Witness our hands and seals, this 10th day of July A. D. 1878 (signed) Watson & Miller (Seal)

Endorsed $25.00 Twenty five Dollars paid Nov. 19th 1878

Answer

Abner Riddle, Robert Lamb, John M. Riddle and John B. Williams, surviving partners of the late firm of Rutan, Riddle and Co.

vs.

James Watson and Andrew R. Miller

And now come James Watson and Andrew R. Miller the above named Defendants, by the undersigned J. B. Cole Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiffs, the holders of the note described in Plaintiffs petition, and against the above named Defendants, for the sum of One Hundred and Sixty Five Dollars and Eighteen cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal is hereby waived.

February 18th A. D. 1879.

J. B. Cole Attorney for Defendants

Entry

Abner Riddle, Robert Lamb, John M. Riddle and John B. Williams surviving partners of Rutan, Riddle & Co.

vs.

James Watson and Andrew R. Miller

This day came the Plaintiffs by H. A. West, their attorney, and thereupon came J. B. Cole one of the Attorneys of Record of this Court, who, by virtue of two warrants of attorney duly executed, and now produced in Open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same two warrants of attorney, confesses that there is due from said Defendants to said Plaintiffs as is alleged in said Plaintiffs petition the sum of $165.18. It is therefore considered that said Plaintiffs do recover of said Defendants the said sum of $165.18 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum, And by virtue of said Warrants of Attorney, all errors are released, and all right of appeal, and all right to file a petition a petition in error are waived.

"Attest H. M. Winget Clerk"

Pleas be for his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 17th day of

February A.D. 1879. Union to wit: On the 17th day of February 1879 a Petition and Answer and Entry was filed with the Clerk of said Court which is as follows viz:

Petition

The State of Ohio, Union County ss. In Court of Common Pleas.

The Bank of Richwood
against
Jessie Taylor and E. H. Davis

The State of Ohio, Union County ss. In Court of Common Pleas

"The Plaintiffs say that they are a Company doing a Private Banking business in the State of Ohio, that the Defendant Jessie Taylor and E. H. Davis on or about the 17th day of August A.D. 1878 executed and delivered to said Plaintiff their promissory note, of that date, together with a warrant of Attorney, which promissory note and Warrant of Attorney or copies thereof are hereto attached, marked "Exhibit A." and made a part of this Petition. Said Plaintiff further says that said Promissory Note is due and unpaid, that they are the legal owner and holder thereof, and that there is due them thereon from said Defendants the sum of One Hundred and Fifty Dollars with interest at 8% from the 17th day of August A. D. 1878. Wherefore, the plaintiffs ask judgment against said Defendants for the sum of one hundred and Fifty Dollars and cents, with interest thereon at 8% from the 17th day of August A. D. 1878 and for costs of suit.

Cameron & Benton Plaintiffs Attorneys

The State of Ohio, Union County ss T. B. Benton 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 said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact. T. B. Benton.

Sworn to by said T. B. Benton before me, and by him subscribed in my presence this 17th day of February A. D. 1879 W. K. Winget Clerk.

Copy of note

"$150 1st of September after date, for value received, we jointly and severally promise to pay The Bank of Richwood at their office One Hundred and fifty Dollars with interest at the rate of eight percent per annum and all unpaid principal and interest after due until paid; interest to be computed every year with 5 per cent attorney fee if collected.

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 appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and confess 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 rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, 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 and seals this 17th day of August 1878. "Jessy Taylor." "Elza H. Davis."

The State of Ohio
Union County ss
In Court of Common Pleas. Answer.

Answer

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Answer

The Bank of Richwood Plaintiff
against
Jessy Taylor and E. H. Davis

By virtue of the warrant of attorney attached to the forgoing Petition, I John M. Brodrick 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 The Bank of Richwood Plaintiff against said Jessy Taylor and E. H. Davis Defendants and waive the issuing and service of Process therein, and confess a judgment in favor of the said Bank of Richwood against said Jessy Taylor and E. H. Davis for the sum of One Hundred and Fifty six Dollars, Damages, being the Amount appearing due for Principal and Interest on said Promissory Note, and also for costs of suit, and I do hereby release all errors and waive all right of appeal.

John M. Brodrick Defendants Attorney.

Entry

Bank of Richwood
vs.
Jessie Taylor et al

This day came the Plaintiff by Cameron & Benton his attorneys and thereupon came J. M. Brodrick one of the attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein, and by virtue of the same warrant of attorney confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs Petition the sum of $156.20. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $156.20 so as aforesaid found due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum, and by virtue of said warrant of attorney all errors are released and all right of appeal and all right to file a Petition in error are waived.

Attest H. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 13th day of February A.D. 1879. Heretofore to wit: On the 13th day of February A.D. 1879 a Petition answer and entry was filed with the Clerk of said Court which reads as follows viz:

Petition

The State of Ohio, Union County ss. In the Court of Common Pleas.
William Smith
vs.
R. H. White

William Smith the above named Plaintiff says that there is due to him from R. H. White the Defendant, on a promissory note made by the Defendant, to him dated the 31st day of December A. D. 1877, which note, with the warrant of attorney thereto annexed, is herein attached, the sum of Three Hundred and Twenty six Dollars and eighty five cents, with interest thereon at 8% from the 2d day of September A. D. 1878. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the plaintiff asks judgment against said Defendant for the sum of Three Hundred and Twenty six Dollars and Eighty five cents, with interest at 8% from the 2d day of September A. D. 1878

S. S. Gardiner Attorney for Plaintiff.

The State of Ohio, Union County, ss. S. S. Gardiner being duly sworn says that he is the attorney of the above named Plaintiff, that he believes the statement in the foregoing Petition to be true. He further says that this action is brought

upon a Promissory note for the Payment of money only, which note is in his possession. S. S. Gardiner.

Subscribed by S. S. Gardiner in my presence, and sworn to by him before me. this 13th day of February A. D. 1879 H. M. Hinger Clerk

Copy of note

Three months after date, for value received I promise to pay Wm Smith at this office Five hundred and Sixteen 16/100 Dollars, with interest at the rate of eight per cent. per annum and all unpaid principal and interest after due until paid: interest to be computed every year with 8 per cent attorney fee, if collected.

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 appear for us, or either of us, in any of said Courts at any time after the above note becomes due and confess 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 rendition until paid, We do also hereby waive all right of appeal the stay of execution, the power and privilege to hold exempt from execution any personal or Real Property belonging to us, or either of us, and release all errors that may accrue 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 and seals this 31 day of Decem. ber 1877. R. H. White.

Endorsed, "September 2/1878 Paid on the within note Two Hundred and Sixteen $ 50/100"

Answer

William Smith vs. R. H. White

In Court of Common Pleas, Union County, ss.

And now comes R. H. White the above named Defendant by the undersigned A. J. Carpenter Attorney, and waive the issuing and service of Process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs Petition, and against the above named Defendant for the sum of $338 Dollars and 47 cents the amount appearing due for Principal and interest on said note, and also consent that judgment be entered in the same manner against Defendant for costs of this action, and all errors are hereby released, and Defendants right to appeal, in this case, is hereby waived. February 13th A. D. 1879 A. J. Carpenter Attorney for Defendant

Entry

William Smith vs. R. H. White

This day came the Plaintiff by S. S. Gardiner his attorney, and thereupon came A. J. Carpenter one of the attorneys of Record of this Court who, by virtue of a warrant of attorney duly executed, and now produced in Open Court and duly proven, waived the issuing and service of process and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said Plaintiff as is alleged in said Plaintiffs Petition, the sum of $338 47. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $338 47 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest H. M. Hinger Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas be-

gun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 24th day of February A. D. 879. Cause for to wit: on the 24th day of February 879 a Petition, answer and entry was filed with the Clerk of said Court which reads as follows viz:

The State of Ohio, Union County, ss. In the Court of Common Pleas.

Petition — The Peoples Bank, Plaintiff vs. Ashley Nightlinger and R. H. White — Plaintiff says, That it is an association of persons formed for the purpose of doing a general banking business, That it is doing business in said State of Ohio and not incorporated, and that there is due to it from Ashley Nightlinger and R. H. White said Defendants, on a promissory note made by the Defendants Ashley Nightlinger and R. H. White. dated the 30th day of April A. D. 1878. which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of One Hundred and Eighteen Dollars and Twenty cents, with interest thereon at 8 per cent interest from the 24th day of December A. D. 1878, The Plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid, Whereupon the Plaintiff asks judgment against said Defendants for the sum of One hundred and Eighteen Dollars and Twenty cents with interest at eight per cent, from the 24th day of December A. D. 1878.

Carpenter & Brodrick Attorneys for Plaintiff

The State of Ohio, Union County ss. John M. Brodrick being sworn makes oath that he is one of the attorneys for said plaintiff, duly authorized; That this action is founded upon a written instrument for the payment of money only, which instrument is now in his possession and that he believes the facts stated in the foregoing petition to be true. Jno. M. Brodrick

Subscribed by John M. Brodrick in my presence, and sworn to by him before me this 24th day of February A. D. 1879. W. M. Winget Clerk.

Copy of note — "$141 50/100 Marysville, Ohio, April 30th 1878. Six months after date as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at their office in Marysville, Ohio, One Hundred and Forty one & 50/100 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, with eight per cent 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 30th day of April 1878. Ashley Nightlinger (Seal) R. H. White (Seal). Endorsed, "Paid Dec 28/78 by A. Nightlinger Forty five dollars ($35"

Answer — The Peoples Bank Plaintiff vs. Ashley Nightlinger & R. H. White — In Court of Common Pleas, Union County ss. "And now come Ashley Nightlinger and R. H. White, the above named Defendants by the undersigned, Geo. D. Hamilton Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, The holder of the note described in Plaintiff's petition, and against the above named Defendants, for the sum of One hundred and Nineteen Dollars and Seventy Eight cents

the amount appearing due for principal and intrest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal is hereby waived, Febuary 24th A. D. 1879.

Geo. O. Hamilton Attorney for Defendants.

Entry — The Peoples Bank Plaintiff vs. Ashley Highlinger & R. H. White } This day came the Plaintiff by Carpenter and Brodrick its Attorneys and thereupon came Geo. O. Hamilton one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney confess that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $119.78 It is therefore considered that said plaintiff do recover from said Defendants the said sum of $119.78 so as aforesaid confessed to be due, together with Costs of suit herein to be taxed and with intrest to be computed at the rate of 8 per centum per annum, And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived. Attest H. M. Winget Clerk

Pleas before his Honor John L. Perlin Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 22nd day of Febuary 1879.

Be it remembered to wit: On the 22d day of Febuary 1879 a Petition answer and entry was filed with the Clerk of said Court which readeth as follows viz:

Petition — The State of Ohio, Union County, ss. In the Court of Common Pleas. P. H. Bauer Plaintiff vs. H. H. Pringle, W. H. Lenox, L. A. Hodges Defendants. } P. H. Bauer the above named Plaintiff says that there is due to him from H. H. Pringle, W. H. Lenox & L. A. Hodges Defendants, on a promissory note made by the Defendants, Pringle, Lenox and Hodges dated the 25th day of June A. D. 1878, which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of four hundred and twenty one Dollars and seventy cents, with intrest thereon at 8 per cent from the 16 day of December A. D. 1878. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon, the Plaintiff asks judgment against said Defendant for the sum of four hundred and twenty one Dollars and seventy cents, with intrest at 8 per cent from the 16 day of December A. D. 1878. P. R. Kerr Atty for Pltff

The State of Ohio, Union County ss. P. R. Kerr Attorney for the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said plaintiff placed said note in his hands for collection. R. R. Kerr.

Subscribed by R. R. Kerr in my presence, and sworn to by him before me, this 22 day of Febuary A. D. 1879. H. M. Winget Clerk.

Copy of note — "$ 550- Four months after date, for value received, we jointly and severally promise to pay P. H. Bauer or order, at their office, five hundred & fifty Dollars with intrest at the rate of eight per cent per annum, on all unpaid principal and intrest after due until paid, intrest to be computed every year, with 5 per cent. attorney fee, if collected. And we, or either of us

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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 appear for us, or either of us, in any of said Courts at any time after the above note becomes due, and confess judgment thereon against us or either of us in favor of the payee or endorsers hereof, for the sum above said note with all interest and costs of suit; said judgment to draw the rate of interest specified in note after maturation until paid. We do also hereby waive all right of appraisement, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, 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 and seals at Richwood Ohio this the 20th day of June 1878. " H. H. Pringle, W. H. Lenox, " L. A. Hedges.

Endorsed $100 Paid Decm 3rd 1878. $50 Paid Dec 16, 1878.

Answer

P. H. Bann Plaintiff
vs
H. H. Pringle, W. H. Lenox
L. A. Hedges Defendants

And now come H. H. Pringle, Lenox and Hedges the above named Defendants, by the undersigned S. S. Gardiner Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiffs petition, and against the above named Defendant, for the sum of four hundred and Twenty seven dollars and 70 cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors hereby released, and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived. Febmary 22d A. D. 1879

S. S. Gardiner Attorney for Defendants

Entry

P. H. Bann Plaintiff
vs.
H. H. Pringle, W. H. Lenox
L. A. Hedges, Defendants

This day came the plaintiff by P. R. Kerr his Attorney, and thereupon came S. S. Gardiner one of the attorneys of Record of this Court who, by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly proven waived the issuing and service of Process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of $427 70. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $427 70 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived

Attest H. H. Pringle Clerk

Pleas for his Honor John L. Perlin Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on 22nd day of Febmary A. D. 1879

Petition

Union to wit: On the 25th day of July 1878 a Petition was filed with the Clerk of said Court which reads as follows viz:

Amanda Salsgiver
against
Louis Salsgiver
of Union Respectfully
Ohio for the year last
County of Union.

To The Court of Common Pleas within and for the County of Union and State of Ohio.

Your Petitioner Amanda Salsgiver of said County represents that she has been a resident of the state of past and is at present a bona fide resident of said Your Petitioner further represents that on the 9th day of April a. D. 1861 at said County of Union Ohio she was married to one Louis Salsgiver, whom she prays may be made a party defendant to this petition, and that she has ever since conducted herself toward the said Louis Salsgiver as a faithful and obedient wife, Yet the said Petitioner avers that said defendant, disregarding his duties of a husband toward your Petitioner, has been guilty of gross neglect of duty towards your Petitioner for more than three years last past, In this, the Defendant while your Petitioner continued to live with him, for a long time failed to provide her support and grossly neglected her in that behalf and about three years since said Defendant did forcibly and with violent threats of personal injury drive Petitioner from his house and has ever since wholly refused and neglected to provide her a house to live in, and also failed and neglected to furnish her with any clothing provisions or other necessities of life and still so neglects and refuses, And Petitioner avers that Defendant took all the property they had and left her without any means of support and she has been compelled to rely on her own labor and exertions for support, She says she had three children by said Defendant, all of whom are still living who are as follows, Mary Ann, aged 16. years Elizabeth aged 12 years. Margaret aged 10 years and Anna aged 7 years, The latter of whom she has been compelled to support herself. Your Petitioner says the defendant is a resident of Franklin County Ohio, whom she prays may be made Defendant hereto, that he may be compelled to answer all and singular the premises and that on final hearing of this cause, the said Petitioner may be divorced from said Louis Salsgiver, and that she may have such other and further relief, as in equity and good conscience she may be entitled to.

P. B. Cole Sons Attorneys for Plaintiff

Praecipe

Amanda Salsgiver
vs.
Louis Salsgiver

The Clerk will issue a summons to the Sheriff of Franklin County and copy of petition returnable according to law.

Coles, for plaintiff.

Summons

And afterward on December 16th a. D. 1878 a 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 Franklin County.

"You are commanded to notify Louis Salsgiver that Amanda Salsgiver has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on you) charging you with gross neglect of duty and asking that she be divorced from you, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 30th day of December a. D. 1878. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court

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at Marysville this 16th day of December A. D. 1878. W. M. Hinger Clerk

Returned and filed January 7th 1879 Endorsed as follows viz:

Return

Received on the 17th day of December A. D. 1878 and on the 17th day of December A. D. 1878 I served the same by delivering to Louis Salsgiver; a true copy thereof, together with a true copy of the plaintiffs petition in this action. Fees $2.24

Josiah Kinnear Sheriff By L. L. Pegg Deputy

And afterward on February 22nd A. D. 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

Amanda Salsgiver vs. Louis Salsgiver } Now comes the plaintiff herein and the defendant having been duly served with summons and copy of the petition herein and having failed to appear, the Court find him in default for answer and demurrer to said petition and that the allegations thereof are confessed by him to be true. The Court further find from evidence adduced that the defendant has been guilty of gross neglect of duty as alleged in the petition, and by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered by the Court that the marriage contract heretofore existing between the said Amanda Salsgiver and Louis Salsgiver be and the same is hereby dissolved and both Parties are released from the obligations of the same. It is further considered by the Court that the said Amanda Salsgiver recover from the said Louis Salsgiver her costs herein expended taxed at $

Attest W. M. Hinger Clerk

Pleas before his Honor C. M. Hughes Judge at a court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Heretofore to-wit on the 22 day of March A D 1879 the following Petition was filed with the Clerk of said Court which reads as follows viz; In the Court of Common Pleas of Union County O

No 3317 Petition

Fechheimer Frenkle & Co Plaintiffs

vs

W. H. Lemert, H. H. Pringle & John Moore Defendants

Plaintiffs say, that they are a firm doing business in the State of Ohio and their firm name is Fechheimer Frenkle & Co and that they complain of the said defendants for that the said defendants on the 10th day of December 1878 executed and delivered to them their promissory note in writing of that date of which the following is a copy. $250 00 Richwood O. Dec 10th 1878

Ninety days after date We or either of us promise to pay to the order of Fechheimer Frenkle & Co Two Hundred and Fifty Dollars Value Received with interest at Eight per cent. No due March 10. 1879. Signed

W. H. Lemert H. H. Pringle John Moore.

There are no credits or indorsements thereon and there is now due from the said defendants to the said plaintiffs on the said note the sum of $250 00 with interest thereon at 8 per cent from December 10th 1878. Wherefore Plaintiff prays Judgment against said defendants for said Sum of $250.00 with interest thereon at 8 per cent from December 10th 1878.

Cameron & Benton Attys for Pltff

State of Ohio Union County ss. S. B. Benton being sworn according to law on his oath says that the Plaintiffs in this action are nonresidents

of said County of Union and that he is one of attorneys of record in this action for the plaintiffs duly authorized in the premises. That this action is founded upon a written instrument for the payment of money only and that the same is in the possession of affiant as the attorney of plaintiffs and that the Statements and allegations made in the foregoing Petition are true as he verily believes. J. B. Benton.

Sworn to by J. B. Benton and by him Subscribed in my presence this 22d day of March A D 1879. W. M. Winget - Clerk

Praecipe — To the Clerk, Issue Summons in this case to the Sheriff of Union County directed to W. H. Lenox, H. H. Ringle and John Moore returnable according to law, indorse Amount Claimed $250. with interest at 8 per cent from December 18th 1878. Cameron & Benton Attys for Plaintiffs

Afterward, to wit on the 22d day of March 1879 a 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 the County of Union Greeting: We command you to notify W. H. Lenox, H. H. Ringle and John Moore that they have been sued by Fechheimer Fenkle & Co in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of April A. D. 1879 the petition of said Fechheimer Fenkle & Co against them filed in the Clerk's 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 21st day of March A. D. 1879. Witness my hand and the Seal of said Court, this 22d day of March A. D. 1879. W. M. Winget, Clerk.

(Seal)

Sheriff's Return — The State of Ohio Union County ss. Received this writ March 22d 1879 at 3 o'clock P. M. And pursuant to its command, Served the same on the 27 day of March 1879 by delivering a certified copy thereof with the Endorsements thereon to each of the within named H. H. Ringle, W. H. Lenox and John Moore. Fee $2.70 J. J. Miller Sheriff

Afterward, on the 21st day of April 1879 the following Entry was made on the Journal of said Court which reads as follows, viz;

Entry — Fechheimer Fenkle & Co vs W. H. Lenox, H. H. Ringle & John Moore

This day came the plaintiffs by their attorneys Cameron & Benton and the said defendants Still being in default for answer or demurrer to the petition this cause was submitted to the Court upon the petition Exhibits and Evidence and was argued by Counsel, on consideration thereof the Court being fully advised in the premises do the facts stated in the plaintiffs petition to be true and the Court do further find that there is due to the plaintiffs from the said defendants upon the note in the Petition set forth the Sum of Two Hundred and fifty Seven 50/100 Dollars with interest at 8 per Cent from April 21st 1879.

It is therefore Considered, ordered and adjudged by the Court that the said Plaintiffs recover of the said defendants the said Sum of $257.50 with 8% interest from April 21st 1879 The amount so as aforesaid found due together with his costs & expenses taxed at $ -

Attest W. M. Winget. Clerk

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9 no 2319 Petition — Please before held at the of Union the 22d day which read Fechheimer vs H. H. Ringle doing bus and that on the 10th note in wr $250.00 Ninety Frankle & Co per cent. There are the said thereon at against 8 per cent from State of Ohio Com on the said Court action for co founded that the and that are true Sworn day of Ma

Clerks Praecipe — To the Clerk, W. H. Lenox Claimed

Summons — The State We comma been sued County, an of said Fec Such petit You will Witness

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March 31st 18

Pleas before his honor C. M. Hughes Judge at a court of Common Pleas begun and held at the court house in the town of Marysville within and for the County of Union and State of Ohio, on the 21st day of April A.D. 1879 Heretofore to wit on the 22d day of March 1879 a Petition was filed with the Clerk of said Court which reads as follows viz;

9 no 2318 Petition

Ischheimer, Frenkle & Co Plaintiffs
vs
H. H. Pringle, W. H. Lenox and John Moore Defendants

Plaintiffs Say, That they are a firm doing Business in the State of Ohio under the firm name of Ischheimer Frenkle & Co and that they Complain of the said defendants, for that the said defendants on the 10th day of December 1878 Executed and delivered to them their promissory Note in writing of that date of which the following is a copy-

Note $280.00 Richwood O. Dec 10th 1878-

Ninety days after date We or either of us promise to pay to the Order of Ischheimer Frenkle & Co Two Hundred and fifty dollars Value received with interest at 8 per cent. No Due March 10 1879. Signed H. H. Pringle W. H. Lenox & J. P. Fadley-

There are no Credits or indorsements on said note, and there is now due from the said defendants to the said Plaintiffs on said Note $280.00 with interest thereon at 8 per cent- from December 10th 1878 Wherefore Plaintiffs Pray Judgment against said defendants for said Sum of $280.00 with interest thereon at 8 per cent- from December 10th 1878. Cannon & Benton attys for Pltff-

State of Ohio Union County ss. J. B. Benton being duly Sworn according to law on his oath Says that the Plaintiffs in this Case are Nonresidents of said County of Union and that he is one of the Attorneys of Record in this action for the plaintiffs duly authorized in the premises, that this action is founded upon a Written instrument for the payment of Money only and that the Same is in the possession of affiant as the attorney of Plaintiffs and that the Statements and allegations made in the foregoing Petition are true as he verily believes- J. B. Benton

Sworn to by J. B. Benton and by him Subscribed in My presence this 22d day of March A. D. 1879 - W. M. Winget Clerk

Clerks Praecipe

To the Clerk, Issue Summons to the Sheriff of Union County & directed to W. H. Pringle W. H. Lenox and J. P. Fadley returnable according to law indorse amount Claimed $280.00 with 8 % interest from December 10th 1879

Cannon & Benton attorney for Plaintiff

Afterward on the 22d day of March A.D. 1879 a writ of Summons was issued by the Clerk of said Court which reads as follows viz;

Summons

The State of Ohio Union County S.S. To the Sheriff of the County of Union Greeting;
We Command you to Notify W. H. Pringle, W. H. Lenox and J. P. Fadley that they have been Sued by Ischheimer, Frenkle & Co in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of April A.D. 1879 the petition of said Ischheimer, Frenkle & Co against them filed 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 21st day of March A.D. 1879.
Witness my hand and the Seal of said Court. This 22d day of March A.D. 1879
W. M. Winget Clerk

Seal

March 21st 1879. Writ Returned and filed Endorsed as follows. viz

The State of Ohio Union County ss. Received this writ March 22nd 1879 at One O'Clock P.M. And pursuant to its command, served the same on the 27th day of March 1879 by delivering a certified copy thereof with the endorsements thereon to each of the within named H. H. Bringle W. H. Zornot and S. B. Sadley. Fees $2.10

J. L. Miller. Sheriff

Afterward to wit on the 21st day of April A. D. 1879 an Entry was made on the Journal of said Court which reads as follows Viz:

Entry

Jechiniee Frenkle & Co

vs

H. H. Bringle. W. H. Zornot and S. B. Sadley

This day came the plaintiffs by its attorneys, and the said defendants still being in default for answer or demmer to the petition. This cause was submitted to the Court upon the Exhibits and evidence and was argued by Counsel. On consideration the Court being fully advised in the premises do find the facts stated in the plaintiffs Petition to be true, and the Court do further find that there is due to the plaintiffs from the said defendants upon said note in the petition set forth the Sum of two hundred and fifty Seven & 50 dollars with 8 p cent interest from April 21st 1879. It is therefore considered ordered and adjudged by the Court that the said plaintiffs recover of the said defendants the said Sum of $257.50 dollars with 8 p cent interest from April 21st 1879 The amount so as aforesaid found due together with his costs & penses taxed to $

Attest W. Dn. Wright Clerk.

No 267

Pleas before his Honor C. M. Hughes Judge of a court of common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Heretofore to-wit on the 11th day of March 1879. a Petition was filed with the Clerk of said Court which reads as follows. Viz:

Robert Gibson

vs

Elisha Wells and W. H. H. Sites

Court of Common Pleas Union County Ohio

The said Plaintiff says the said defendants on the 26th of March 1877 executed their bond in the Sum of One hundred dollars as Sureties on behalf of Orlando Wells in a certain suit in Replevin against Robert Gibson by said Orlando Wells before J. D. Reed Justice of the Peace in Liberty Township in Union County Ohio which bond was taken according to law payable to said Robert Gibson on the condition it should in said case be decided that said Gibson was entitled to the possession of the property so Replevied in said cause and the plaintiff says said cause was decided by said Justice of the peace in favor of said Gibson and against said Orlando Wells and Judgment for $60.00 Damages Sep 17 1877 and $18.75 costs in said cause which Judgment has not been appealed or paid and is in full force. That Execution issued on said Judgment Sep 19th and was returned no property found on which to levy all of which is of record in said cause. The plaintiff says there is due on said Judgment the said

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No 2762 Petition

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Sum of $50.00 and said $18.35 and interest from April 11th 1877 and for which Plaintiff asks Judgment on said Bond. a copy of said Bond is attached to the Transcript. Robinson & Piper & Cameron & Benton attys for Plff.

The State of Ohio Union County ss. Robert Gibson being sworn says deposes & says that the allegations of the foregoing petition are true as he verily believes Robert his mark Gibson

Sworn to before me & Signed in my presence this 11th day of March 1879

W. M. Winget Clerk

Afterward on the 26th day of April 1879 an entry was made on the Journal of said Court which reads as follows viz

Robert Gibson
vs
Elisha Wells & W. H. H. Titus

This day came the Plaintiff but the defendants remained in default. Whereupon the plaintiff submitted this cause to the Court and waived a Jury Whereupon the Court being fully advised in the premises do find for the plaintiff and that there is due the plaintiff as claimed in his petition the sum of $50. with interest thereon from Sept 19 1877 and $18.35 Costs on the Original Replevin case amounting altogether at this date to Seventy three & 35/100 dollars. Therefore it is considered ordered and adjudged by the Court that plaintiff recover of defendants the said Sum of Seventy three & 35/100 dollars together with costs herein taxed to $

W. M. Winget Clerk.

267

Pleas before This Honor C. M. Hughes Judge of a Court of Common Pleas at the Court-house in the town of Marysville within and for the county of Union and State of Ohio heretofore to-wit on the 29th day of March A. D. 1878 a petition was filed in the Clerk of said Court which reads as follows viz:

No 2762 Petition

A. L. Williams
vs
John Epps

Court of Common Pleas Union County, Ohio.

The Plaintiff within the rule of the court says this his action is founded upon an account a copy of which is hereto attached Marked "A" and made a part of this petition. There are Credits to and upon said account for Services by the plaintiff as constable in 1873 & 1874 amounting to about $800 The plaintiff further says that the account above refered to from the date of July 29th A. D. 1879 until and including the year 1872 on July 3d of that year is for his Services as a Physician rendered to one Mary Emmerson and at her request That on or about the 1st day of August A. D. 1876 the defendant John Epps agreed to pay plaintiff all of the said account dating from July 29th 1877 up to and including the Services rendered in the year A. D. 1872 inclusive. That at that date of August 1st 1876 the defendant John Epps employed this plaintiff as a Physician and Surgeon to treat the said Mary Emmerson who was then and afterward sick and ailing with disease. That by reason of said Employment by the said defendant John Epps he the said plaintiff furnished his Services to the said Mary Emmerson as a Physician at great expense and labor on his part. That the said Mary Emmerson was during

the times the Services were rendered as aforesaid in the employ of and resided with the said John Epps - That a part of said account is for Services as Physician to the defendant and as Stated in said account - There is due the plaintiff on said account from the defendant - John Epps the Sum of One Hundred fifteen dollars and Thirty six Cents and for which he asks Judgment. D.W.Ayers Atty for Plff

State of Ohio Union County ss. A.L. Williams being Sworn says he believes the facts Stated and allegations in the foregoing Petition is to be true -

A.L. Williams

Sworn to before me and Signed in my presence by the said A.L. Williams this 29th day of March A.D. 1878 - W.M. Winget Clerk.

Entry

Afterward on the 16th day of May 1878 an Entry was made on the journal of said court which reads as follows viz;

A.L. Williams
vs
John Epps

This day this cause came on to be heard upon the Motion of the defendant to Plaintiffs petition and the Court being fully advised in the premises do sustain said Motion as to Security for Costs Also to Strike out all that part of the petition from the 6 line of said petition to the 16 line of said petition inclusive, Also to Strike all that part of the account out, barred by the Statute of Limitation, the remainder of said Motion overruled Leave given plaintiff to Secure costs within 30 days from the rising of the court - and leave to file amended petition within the Same time, Leave to defendant to plead within 30 days thereafter and cause Continued.

Afterward on the 23d day of Augst 1878 an amended petition was filed with the Clerk of said Court - which reads as follows viz;

Amended Petition

A.L. Williams Plaintiff
vs
John Epps Defendant -

For The Plaintiff Says; his first cause of action is founded upon an account, a copy of which said account is hereto attached Marked "A" and made a part of this petition.

2d That a part of said account and as therein Stated from the date of Augst 1st 1876 up to and including the date of July 3d 1877 is for Medical Services as Physician and Surgeon furnished to one Mary Emerson by this plaintiff at the request of the said defendant John Epps and upon his agreement and promise to pay the said plaintiff therefor - That the said defendant has failed refused and neglected any of said account.

3d There is due the plaintiff on said account from the defendant the Sum of Eighty Three dollars and Twenty Six cents which he claims with interest from the 3d day of July 1877 and for which he asks Judgment.

D.W. Ayers Attorney for Plaintiff

State of Ohio Union County SS. D.W. Ayers being duly Sworn Says he is the attorney of the above named plaintiff A.L. Williams duly authorized in the premises - That the said A.L. Williams is not a resident of said County of Union. That the facts and allegations Set forth in the above pleading of A.L. Williams are as affiant believes true. D.W. Ayers.

Sworn to before me and Signed by D.W. Ayers in my presence this 22d day of August 1878. W.M. Winget Clerk.

Answer

Reply

Afterward on the 24th day of April 1879 an Reply answer was filed with the Clerk of said Court which reads as follows viz:

A. L. Williams Plaintiff
vs
John Epps Defendant
} In the Court of Common Pleas of Union County Ohio;

Answer

The defendant John Epps for his answer to the petition of the said Plaintiff says; 1st All that part of the plaintiffs claim prior to Nov 1871 did not come within six years and is barred by the Statute of Limitation 2d. The pretended agreement of this plaintiff to pay for services and Medical treatment of Mary Emmerson was not in Writing and is therefore void by reason of the Statute of Frauds.

3d The defendant admits the visits and Medicine charged to this plaintiff but not the amount charged as follows 1872 May 13 visit any 13 medicine any 25 visit - April 12th 1877 visit - May 1 medicine Jun 11 medicine.

This defendant says that said visits & Medicine were not worth over eight dollars. Each and every other allegation averment and charge in said petition is hereby denied. This defendant further says that the plaintiff is now and was during the year 1873 indebted to this defendant for constable fees the sum of $12. and which this defendant is entitled to recover from said plaintiff with interest from Nov 1. 1873 And after deducting all the just amount of the Claim of the plaintiff there is due the defendant the sum of four dollars for which he asks Judgment. Samuel Benton

State of Ohio Union County ss. John Epps being first duly sworn according to law deposes and says that he is the defendant in this case and that the facts Stated and allegations made in the foregoing answer are true as he verily believes. John Epps.

Sworn to by said John Epps and Signed by him in my presence this 24th day of April A. D. 1879. W. M. Winget. Clerk.

Afterward on the 25th day of April 1879 A Reply was filed with the Clerk of said Court which reads as follows viz;

A. L. Williams Plff
vs
John Epps Deft
} Court of Common Pleas Union County Ohio;

Reply

The plaintiff now comes and for Reply to the answer of the defendant says. 1st That he denies the first ground of defense contained in said answer. 2d That as to the 2d ground of defense contained in said answer the plaintiff says that from the date of August 1st 1876 he performed services for Mary Emmerson by reason of being Employment by the defendant before the services were rendered and as alleged in this plaintiffs petition. 3d This Plaintiff says that he denies the claim in the 3d ground of defense as to the value of the services furnished the defendant. D. W. Ayers Atty for Pltff.

State of Ohio Union County s.s. A. L. Williams being duly sworn says the facts Stated and allegations made in his foregoing Reply are as he believes true. A. L. Williams.

Sworn to before me and Signed by A. L. Williams in my presence this 25th day of April 1879. W. M. Winget. Clerk.

Afterward on the 25th day of April the following Entries were made on the Journal of said Court, Viz;

Entry 1st

A. L. Williams Plaintiff
vs
John Epps Defendant

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the motion of the said defendant to require the said plaintiff to make his answer more definite and certain in regard to the matter of constable fees and which motion was disclaimed by the Court and thereupon the said defendant asked and had leave of the Court to withdraw that part of his said answer in relation to constable fees so as the same would not be in any way adjudicated or prejudiced by this action which is accordingly done. This action shall not prejudice the collection of said constable fees hereafter.

Entry 2d

A. L. Williams
vs
John Epps

Now came the parties herein by their attorneys also came the following named jurors to-wit; E. A. Bell, Walter Rhoads, R. A. Hall, Boanerges Green, Lemuel Robinson, M. L. Thompson J. Pinchart, C. W. Montgomery N. M. Baldwin, M. L. Buffington, L. W. Smith regular jurors and James Welch talisjuror who were duly impannelled and sworn. And the jury having heard the testimony, arguments and charge of the Court retired to their Room in charge of the Sheriff for deliberation and now come the said jury into open court with their verdict in writing signed by their foreman and say, We the jury in this case being duly impannelled and sworn do find and say that we find for Plaintiff $72.13; interest $8.12 total $80.87. M. L. Thompson foreman. It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum $80.87 so found due with interest and his costs herein expended taxed to $ -

Attest. W. M. Winget Clerk.

Pleas before his honor John L. Porter Judge of a court of Common Pleas begun and held at the Court house in the town of Marysville within and for the county of Union and State of Ohio, on the 21st day of April 1879. Heretofore to-wit; on the 21st day of March 1879 a petition was filed with the clerk of said court which reads as follows, viz;

No 8318

Petition

John M. Ropp Plaintiff
against
Margret Hartsum and
E. M. Hartsum her husband Defendants

Court of Common Pleas Union County Ohio.

1st Cause of action. The said Plaintiff John M. Ropp complains of the said defendant Margaret Hartsum for that on the 21st day of February 1878 at Delaware Ohio made her certain promissory note in writing of that date and then and there delivered the same to the said plaintiff and thereby promised to pay the said plaintiff or order six hundred dollars in one year after the date thereof with interest at 8 per cent. which period has elapsed. Yet the said defendant has not paid said note nor the interest. Nor any part thereof, and there is due the said plaintiff on said note from said defendant Margret Hartsum the sum of six hundred dollars with interest thereon from February 21st 1878

Praecipe

at 8 per cent. A copy of said note is hereto attached marked Exhibit "A" there are no Endorsements on said note,

Second Cause of action, The plaintiff further complains of said Margaret Hartsum and her husband B.M. Hartsum and her husband whose first name in full is unknown to plaintiff for that the said defendants in order to secure the payment of the said promissory note and the interest thereon according to the tenor and effect thereof did by their deed dated February 21st 1878 duly executed and delivered convey to the said John M. Ropp his heirs and assigns forever the following lands and tenements situate in Union County State of Ohio. to wit; Situate in the Virginia Military Survey bounded as follows. Being part of Survey No 4405. being the North one half of the following described tract. Beginning at a Sugar and Beech North Easterly corner to said Survey running thence with the Easterly line of said Survey N. 8°33' E 144 poles to three Beeches Corner to lands of D.W. Forgarty thence with Forgarty 2nd line and the line of lands formerly owned by Jonah Wheat N 1°W 144 poles to a White oak and four Beeches. Thence with the Easterly line of lands of William Gibson heirs and others N 8°35' W 144 poles to 2 Pear Trees and 2 Stones in the Northerly line of said Survey. Thence N 81° E 144 poles with said line to the beginning containing Ninety five acres More or less. This is the said land purchased by D W McNeal Jany 18. 1869 of Wm Snowden and being the land which the title was decreed by the court of Common pleas of said county to be vested in said Wm Snowden in a Suit wherein he was Plaintiff and D W McNeal & others were defendants and which deed had a condition thereunder written by which it was provided that in case the said Margaret Hartsum her heirs Executors or assigns should pay to the said John M. Ropp his Executors Administrators or assigns the said note according to the tenor and Effect thereof then the said deed should be void otherwise it was to be and remain in full force and virtue in law. And the plaintiff further says that the said deed was duly left for record with the Recorder of said County to be by him recorded on the 21st day of February 1878 at 3¼ O Clock P.M and was recorded Feby 23 1878 in Record of Mortgages of said County Volume 14 P. 62. And the said plaintiff avers that said Margret Hartsum did not pay said note nor the interest thereon when the same became due and payable nor any part thereof and there is now due to Plaintiff from said Margaret Hartsum on said note the sum of $600.00 with interest thereon at 8 per cent from February 21st 1878 Whereby said deed has become absolute.

Wherefore the said plaintiff prays for a judgment against the said Margaret Hartsum for said sum of $600. with interest thereon at 8 per cent from Feby 21st 1878 and that in case the same is not paid by a day to be named by the Court that the Court order said lands & tenements to be appraised and sold and the proceeds arising from said sale applied to the payment of said Judgment & Costs & for such other and further relief as Equity may require

J. Hipple Atty for Plaintiff

The State of Ohio Union County ss J. Hipple being duly sworn on his oath says he is the attorney of Record for plaintiff in this action duly authorized in the premises and that the said Plaintiff is a nonresident of said County and State and now absent therefrom and that the facts stated in the foregoing Petition are true as he verily believes.

J. Hipple.

Sworn to by said J. Hipple before me and by him subscribed in my presence this 21st day of March 1879.

W. M. Winget Clerk

Praecipe The Clerk will issue Summons for Margaret Hartsum & B. M. Hartsum defendants directed to Sheriff of Union County Ohio returnable according to

Cont. Endorse Summons in action for recovery of a Money against Margaret Hartzum & for Sale of Mortgaged Real estate.

Amount Claimed $600.00 With interest at 8 per cent thereon from Feby 21st 1878

A. Hipple Atty for Plaintiff

Copy of Note. Exhibit "A" Delaware O. Feby 21st 1878.

One year after date I promise to pay J. M. Ropp or order the Sum of (Six Hundred) dollars with Eight per cent interest from date for value received

(Signed) Margret Hartzum.

Afterward on the 21st day of March 1879 a writ of Summons was issued by the Clerk of said Court which reads as follows, Viz;

Summons — The State of Ohio, Union County SS, To the Sheriff of the County of Union, Greeting; We command you to notify Margaret Hartzum and B. M. Hartzum that they have been sued by John M. Ropp in the Court of Common pleas of Union County, and that unless they answer by the 19th day of April A. D. 1879, the petition of the said John M. Ropp 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 writ on the 31st day of March A. D. 1879.

Seal

W. M. Winget, Clerk

Sheriffs Return — The State of Ohio Union County, SS. Received this writ March 21st 1879 at 3 Oclock P. M. and pursuant to its command, Served the same on the 27th day of March 1879 by delivering a certified copy thereof with the Endorsements thereon to the within named Margaret Hartzum and at the same time leaving a certified copy thereof with the Endorsements at the residence of the within named B. M. Hartzum. Fees $2.15 J. J. Miller, Sheriff.

Afterward on the 25th day of April 1879 an Entry was made on the Journal of said Court, which reads as follows Viz;

John M Ropp Plaintiff
Against
Margaret Hartzum & B. M. Hartzum
her husband Defendants

Court of Common Pleas Union County Ohio.

This day came the plaintiff by his attorney and the said defendants having failed to answer or demur and being in default thereupon this cause was submitted to the court without the intervention of a jury, and the same was submitted to the court upon the evidence & exhibits and testimony and the court being fully advised in the premises do find the allegations of said petition to be true and that there is justly due from the defendant Margaret Hartzum to the plaintiff on the note in the petition mentioned the sum of $656.00 on the first day of this term of the Court, to wit April 21st 1879. And the Court doth further find that the said Mortgage deed in the petition mentioned was executed by the defendants, to secure the payment of said note and the interest thereon and that the same has become absolute by reason of the nonpayment of said note and interest.

Wherefore it is considered, adjudged and decreed by the court that the said plaintiff John M. Ropp recover of the said Margaret Hartzum said sum of $656.00 on said note the amount so as aforesaid found due And it is further ordered adjudged and decreed by the court that said Judgment bear interest at 8 per cent from the first day of this term of and that plaintiff also recover his costs herein & herein expended Taxed to $ and that an order of Sale be issued in this case directed to the Sheriff commanding him to

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ing him to appraise advertise & sell said lands & tenements in the petition described according to law and that the proceeds of such sale be applied to the payment of the Judgment & costs so as aforesaid ordered herein.

Attest W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a court of Common pleas begun and held at the Court house in the Town of Marysville within and for the county of Union and State of Ohio on the 21st day of April 1879. Heretofore to-wit on the 4th day February A.D. 1878 a petition was filed with the clerk of said court which reads as follows Viz;

Steinberger & Hensel Plaintiffs
Against
H. Singer Defendant
} Butler Court of Common Pleas of Union County Ohio;
Petition

No 776

Plaintiffs say they are a firm doing business under the firm name of Steinberger and Hensel in the State of Ohio,

That on the 31st day of January A.D. 1877 the defendant made and delivered to the Plaintiffs his promissory Note of that date of which the following is a copy to-wit; $290.46 January 31st 1877

One year after date I promise to pay to the order of Steinberger & Hensel Two hundred and ninety & 46/100 dollars at interest from date value Received.

(Signed) H. Singer

That thereby, the defendant promised to pay to the plaintiffs or order the sum of Two hundred & ninety 46/100 dollars in One year after date thereof for value received. That the defendant on the said 31st day of January A.D. 1877 to secure the payment of said note Executed and delivered to the Plaintiffs his Mortgage deed and conveyed to the plaintiffs their heirs and assigns the following Lands and Tenements in said County of Union and Village of Marysville and bounded and described as follows Being Part of In Lot No 23 in said Village, Beginning in the Edge of Main Street: thence with said Street Seventy and one half feet to the corner of Andrew Neals Lot now owned by R. B. Cole, thence Nearly West parallel with Center Street to the Alley Thence S. 20½ feet to a Lot formerly owned by Wm Weber. Thence Easterly with the line of said Weber Lot 135 feet parallel with Center Street to the beginning Containing a strip of land 20½ feet front on Main Street and continuing Same Width back to an Alley Lying between said Coles Lot and one now owned by Krouch & Co. The condition in said Mortgage deed was in substance, that if said note with the interest is paid when it becomes due then these presents shall be void. That on the 31st day of January 1877 at 7¾ Oclock P.M. the said Mortgage was delivered to the Recorder of said County to be by him Entered on record and was recorded on the 8th day of February 1877.

The plaintiffs say that said deed has become absolute. That there is due and remaining upon said indebtedness the sum of Two hundred and ninety 46/100 dollars with interest from the 31st day January 1877. The plaintiffs ask that Judgment may be taken for the sum of Two hundred Ninety 46/100 dollars with interest from the 31st day of January 1877 and that the Mortgage may be foreclosed the premises ordered to be sold and the proceeds applied to the payment of said debt: Cameron & Benton Attorneys for Plaintiffs

The State of Ohio Union County ss. I. B. Benton being duly sworn according to law Says he is one of the Attorneys of the above named Steinberger & Hensel duly authorized in the premises that said plaintiffs are not residents of the said County of Union and are now absent therefrom and that the facts stated and allegations

as affiant verily believes. S. B. Benton.
Sworn to before me by S. B. Benton and subscribed in my presence this 4th day
February 1878. W. M. Winget - Clerk.

Praecipe — To Clerk- Issue Summons to the defendant in the above case Returnable according to law, Endorse Amount Claimed $295.46 with interest from January 31st 1877 and for foreclosure of Mortgage and order of Sale.
Cameron & Benton Attorneys for Plaintiff

Afterward on the 4th day of February 1878 a Summons was issued by the Clerk of said Court which reads as follows. Viz;

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting;
We Command you to notify B. Singer that he has been sued by Steinbarger & Hensel in the Court of Common Pleas of Union County, and that unless he answer by the 9th day of March 1878 the petition of the said Steinbarger and Hensel 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 18th day of February A.D. 1878
Witness My hand and the Seal of said Court. this 4th day of February A.D. 1878
Seal
W. M. Winget Clerk

Sheriffs Return — The State of Ohio Union County ss. Received this writ February 4th 1878 and pursuant to its Command served the same February 8th 1878 by delivering to the within named defendant a certified copy of this writ with the endorsements thereon
Fee 4.80 J. J. Miller Sheriff

Afterward to-wit on the 29th day of April 1878 an Entry was made on the Journal of said Court which reads as follows. Viz;

Steinbarger and Hensel
vs
B. Singer

Entry — Now Comes the plaintiff herein and the defendant being in default for answer or demurrer. The Court find that there is due to Plaintiffs from the defendant B. Singer on the promissory note set forth in the petition with interest to the first day of this term the sum of $312.24. The Court further find that in order to secure the payment of said note the defendant B. Singer Executed and delivered to said Steinbarger & Hensel the plaintiffs his certain Mortgage as in the petition described and on the premises therein described. That said Mortgage was duly recorded in Book 13 Page 78 of the records of Mortgages of Union County and is the first & best lien on the premises described in the petition. It is therefore considered and adjudged that unless the defendant B. Singer within 10 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this Case and to the plaintiffs herein the sum so found due as aforesaid with interest from the first day of this term, according to the terms of said Mortgage and the defendants Equity of redemption be foreclosed and said premises Sold. and order of Sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon Execution and bring the proceeds into Court for further order -

Afterward on the 17th day of June 1878 an order of Sale was issued to the Sheriff of Union County Ohio which reads as follows,

Order of Sale — The State of Ohio Union County ss. To the Sheriff of said County Greeting;
Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 29th day of April A.D. 1878 in the cause

of Steinbarger and Hensel plaintiffs and Harmon Singer defendant it was ordered, adjudged and decreed as follows, to wit; That unless the defendant Harmon Singer within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case & to the plaintiff herein the Sum of $ 312.24 with interest from the 29th day of April 1878 that an order issue to the Sheriff of Union Co commanding him to appraise and sell according to law the premises described in the plaintiffs petition and bring the proceeds into Court (Description of Lands) Situate in the County of Union Ohio and in the Village of Marysville bounded and described as follows, Being Part of Lot No 23 in said Village. Beginning in the Edge of Main Street. Thence with said Street 20½ feet to the corner of Andrew Nicols's Lot now owned by P. B. Cole. Thence Nearly West parallel with Center Street to the alley. Thence S 20½ feet to a Lot formerly owned by William Weber. Thence Easterly with the line of said Weber Lot 135 feet parallel with Center Street to the beginning, containing a Strip of land 20½ feet front on Main Street and continuing same width back to an Alley, lying between said Coles Lot and owned by Kemp & Co.

We therefore command you, That you proceed to carry said order, Judgment and decree into Execution agreeably to the tenor thereof, and that you Expose to Sale the above described Real Estate, under the Statute regulating Sales on Execution, and that you apply the proceeds of such Sale in Satisfaction of said Judgment & decree, with costs and interest, as Specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within Sixty days from the date hereof, and bring this order with you, Witness My Signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 17th day of June 1878.

Seal

W. M. Winget Clerk.

Sheriffs Return

The State of Ohio Union County ss. In obedience to the command of the order of Sale hereto annexed, I did, on the 17th day of June 1878 Summon W. H. Robinson Thomas Wharton & Noah Orr. Three disinterested freeholders of said County, who were by me duly Sworn to view and appraise the Lands and tenements therein described, and afterward, on the 17th day of June A.D. 1878. Said appraisers returned to me, under their hands and Seals, that they did, upon actual view of the premises, Estimate and appraise the real value in Money of the Same at Fifteen Hundred Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the Eighteenth day of June 1878, I caused to be advertised in the Marysville Tribune (a newspaper printed and Published and of general circulation in Union county) said Lands and tenements to be sold at public Sale, at the door of the Court House of said County on the 20th day of July A.D. 1878, at One O'clock P. M. of said day. And having advertised the said Lands and tenements for more than Thirty days previous to the day of Sale, to-wit; four Consecutive Weeks; and in pursuance to said notice, I did on said 20th day of July A.D. 1878 at the time and place above mentioned proceed to offer said Lands and tenements at public Sale, at the door of said Court House, and then and there came Frederick Hensel who bid for the Plaintiffs Steinbarger & Hensel the Sum of thirteen hundred dollars, and said Sum being more than two thirds of the appraised value thereof and Steinbarger & Hensel being the highest and best bidder therefor. I then and there publicly Sold and Struck off said Lands and tenements to them for said Sum of thirteen hundred

dollars. No Money received Capt-Costs $ HH 70 Staff Fees 2265- apropos 152
Printer 960
Afterward on the 11th day of October 1878 an entry was made on the Journal of said
Court which reads as follows.

Entry

Steinbarger & Bensel }
vs }
H. Singer }
This day came the parties by their attorneys and this cause
came on to be heard upon the motion of the defendant to Set aside the Sale here-
tofore made in this case and the Court being fully advised in the premises do ren-
dered said motion and Set aside said Sale, and this cause is continued under
the former order of Sale heretofore made and by leave of the Court the appearance
of George M Wolf and Christian Eckremeyer Tainholders is entered and they
have leave to file answer and cross petition herein in 30 days from the
rising of the Court.

Afterward on the 1st day of November 1878 the answer & Cross petition of
George M Wolf & C Eckremeyer was filed with the Clerk of said Court
Which reads as follows.

Ans & Cross Petition

Steinbarger & Bensel Plaintiffs }
vs } In Union Court of Common Pleas
H Singer et al } Answer and Cross Petition of
C. Eckremeyer & Geo M. Wolf.

The said respondents C. Eckremeyer & Geo M. Wolf having by order of the Court
been made parties hereto for their answer and cross petition say,
That on or about the first day of April 1875. the said H. Singer for a good and
valuable consideration Executed and delivered to one Wm Weber two
promissory Notes in writing of that date and thereby promised to pay
to said Wm Weber or order on the first-named note the sum of Three Hundred
and fifty dollars in one year thereafter with interest. Also another Note
for Seven Hundred dollars in two years thereafter with interest- a true copy
of which notes are hereto attached Marked "A" & "B" and made a part hereof-
That on said 1st day of April 1875 to secure the payment of said Notes the said Hamm
Singer and Margaret Singer his wife Executed and delivered to said Wm Weber
their Mortgage deed of that date and thereby conveyed to said Wm Weber and
his heirs and assigns forever the same described in Petition viz; Situate in
the County of Union State of Ohio and Village of Marysville and described as follows,
Being part of In Lot-No 23 in said Village of Marysville. Beginning in
the Edge of Main Street. thence with said Street 21½ feet-to the corner of
Andrew Neal's lot now owned by P. B. Cole. thence nearly west-parallel
with Center Street-to the Alley, thence S 21½ feet-to a lot owned by William
Weber. thence Easterly with said Weber lot-130 feet-parallel with Centre
Street-to the beginning. That on the 1st day of April 1878 said Mortgage
deed was left-with the Recorder of said County at 2½ Oclock P M for
record and was by him recorded 18— in Vol 11 Page 333 of
the Records of said County. On the 1st day of April 1878 the said
Wm Weber for a good full and valuable Consideration Sold and deli-
vered said Note to these respondents and at the same date assigned to
these respondents said Mortgage in writing in Vol 11 Page 333 of the
records of Mortgages for said County where said Mortgage was recorded

Copy of 1st Note

(Seal)

Entry

in the words and figures following viz For value received I hereby assign this mortgage to C. Eichenmeyer & George M. Wolf April 1st 1878. Signed Williams Weber - Here are the following Endorsements on the first note described above - Interest-Pd to Nov 1st 1876. September 18th 1876 Paid Eighty three & 50/100 dollars. January 17th 1878 Paid Twenty five dollars. William Weber
On the Second above described note are the following endorsements,
For value received I hereby sell assign and transfer to C. Eichenmeyer & George M. Wolf and their assigns the within note only guaranteeing that it is a valid note for the sum of $700.00 April 1st 1878. William Weber
Interest-paid until April 1st 1877.
These respondents are now the legal owners and holders of said notes and said Mortgage and entitled to the amount due thereon.
There is now justly due to these respondents from the said Harmon Singer upon the first-mentioned note the sum of two hundred and seventy dollars with interest from January 17th 1878, and upon the second note the sum of seven hundred dollars with interest from April 1st 1877 and these respondents aver that the same is a better and prior lien to that of said plaintiffs. These respondents therefore pray that all said matters as to liens and priorities of liens may by the Court here be fully determined and that these respondents may have Judgment and order of sale upon their said notes and mortgage &c. viz. for the sum of Nine hundred and Seventy dollars with interest on $270. from July 17th 1878 and upon $700. with interest from April 1st 1877 which sums is now justly due to the respondents from the said Harmon Singer and that if said Judgment be not paid in a short day to be named then that an order of Sale shall issue to the Sheriff of said County commanding him to sell said lands to satisfy said Judgment and if said premises be not sufficient then that Execution may issue for the balance and for all proper relief-
$270.00 Cameron & Benton attorneys for Eichenmeyer & Wolf

Copy of 1st note

One year after date I promise to pay to Wm Weber or order Two hundred and fifty dollars with interest from date April 1st 1875. Secured by Mortgage H. Singer

$700.00 Two years after date I promise to pay to Wm Weber or order Seven Hundred dollars with interest from date. Secured by Mortgage
April 1st 1875. H Singer

State of Ohio Union County ss. George M Wolf being first duly Sworn deposes and says the facts stated and allegations made in this foregoing answer and cross petition are true as he verily believes and that he is the George M Wolf respondent above named. George M Wolf.
Sworn to before me by George M. Wolf and by him subscribed in my presence this 22nd day of October 1878. L. Loren Longbrake Notary Public

Grade

Afterward on the 14th day February 1879 an entry was made on the Journal of said Court which reads as follows, viz

Entry

Steinbarger & Jewel
vs
H. Singer

This day came the parties by their attorneys and this cause came on for hearing on the answer and cross petition of the defendants Christian Eichenmeyer and George M Wolf and the evidence

and was submitted to the Court;

On consideration whereof the Court being fully advised in the premises do find the facts stated in said answer and cross petition are true and that there is due to the said Christian Eichenmeyer and George M. Wolf from the said Harmon Singer upon the notes set forth in the petition with interest to the first day of this term of Court the sum of One Thousand and Seventy Seven 40/100 dollars and the Court further find that in order to secure the payment of said notes the defendant Harmon Singer executed and delivered to William Weber who assigned to said Christian Eichenmeyer and George M. Wolf his certain Mortgage as in the answer and cross petition described and on the premises therein described. That said Mortgage was duly recorded in Book 11 Page 333 of the records of Mortgages of Union County and is the first and best lien upon the premises described in the petition.

It is therefore considered ordered and adjudged that unless the defendant Harmon Singer shall within 3 days from this date pay or cause to be paid to the Clerk of this Court the costs of this case and the sum so as aforesaid found due, that an order issue to the Sheriff of said County commanding him to appraise advertise and sell the premises in the cross petition described according to the Statute in such case provided and out of the proceeds to pay the sum found due to said Eichenmeyer & Wolf and costs and costs that may accrue.

Afterward on the 10th day of March 1879 an order of Sale was issued by the Clerk of said Court which reads as follows. viz;

Order of Sale

The State of Ohio Union County ss. To the Sheriff of said County Greeting;

Whereas, at a term of the Court of Common Pleas, held at Marysville in and for said County, on the 14th day of February A.D. 1879 in the Cause of Steinberger & Hensel plaintiffs and H. Singer et al defendants, it was ordered, adjudged and decreed as follows, to wit; That unless the defendant Harmon Singer shall within 3 days from this date pay or cause to be paid to the Clerk the Costs of this suit and $1076.40 to the defts Eichenmeyer & Wolf that an order of Sale be issued to the Sheriff of Union County, commanding him to sell according to law the premises described in the said defts Ans & Cross petition. (Description)

Situate in the County of Union State of Ohio. Being part of In Lot 1023 in the Village of Marysville Ohio. Beginning at the East of Main Street. Thence with said Street 21½ feet to the Corner of Andrew Neelys Lot. now owned by P. B. Cole. Thence Nearly West parallel with Centre Street to the alley. Thence S 21½ feet to a Lot owned by Wm Weber. Thence Easterly with said Weber Lot 131 feet parallel with Centre Street to the beginning.

We Therefore Command You, That you proceed to carry said order, judgment and decree into Execution agreeable to the tenor thereof, and that you Expose to Sale the above described real Estate under the Statute regulating Sales on Execution. and that you make report of your proceedings herein to our Court of Common Pleas. within Sixty days from the date hereof, and bring this order with you. Witness my Signature as Clerk of Our said Court of Common Pleas and the Seal of said Court at Marysville this 10th day of March A.D. 1879. W. M. Wright - Clerk.

Sheriff's Return

The State of Ohio Union County SS

In obedience to the Commond of the order of Sale hereto annexed. I did on the 15th day of April 1879. Summon Philip Scriver Alfred and

Sheriff Sale

C. Houston. Three disinterested free holders of said County who were duly sworne by me to view and appraise the lands and tenements therein described; and afterward on the 15th day of April A.D. 1879. said appraisers returned to me, under their hand and seals, that they did, upon actual view of the premises, Estimate and appraise the real value in Money of the same at fourteen hundred dollars A certified Copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 26th day of April 1879 I Caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands & tenements to be Sold at public Sale, at the door of the Court house of said County on the 3d day of May A.D. 1879. at One o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of Sale, to-wit- 5 Consecutive weeks and in pursuance to said notice, I did on said 3d day of May A.D. 1879 at the time and place above mentioned, proceed to offer said lands and tenements at public Sale, at the door of the said Court House, and then and there came the plaintiffs Steinberger and Hensel who bid for the same the Sum of Nine hundred and thirty four dollars, and said Sum being more than two-thirds of the appraised value thereof; and Steinberger & Hensel being the highest and best bidder thereof. I then and there publicly sold and struck off said lands and tenements to them for said Sum of Nine hundred and thirty four dollars Sheff Fees 13.77 Printer 2.00 Aprs 1.25 J.J. Miller Sheriff

Afterward on the 6th day of May 1879. Proof of Publication was filed with the Clerk of said Court which reads as follows viz;

Sheriff Sale

Court of Commn Pleas. Union County O.

Steinberger and Hensel

vs

Hamm Singer et. al.

Order of Sale

By virtue of the above stated writ from said Court to me directed. I will offer at public Sale at the door of the Court house in marysville in said County on Saturday May 3rd 1879 at or about the hour of One O'clock P.M of said day the following described real estate to wit; Situate in the County of Union and in the Village of Marysville Ohio bounded and described as follows: Being part of In Lot No 23 of said Village beginning in the Edge of Main Street; thence with Street 21½ feet to the corner of Andrew Neolp's Lot now owned by P.B. Cole; thence nearly west parallel with Center Street to an alley; thence South 21½ feet to a Lot formerly owned by W. Weber; thence Easterly with the line of said Weber's Lot 130 feet parallel with Center Street to the beginning-

Appraised at $1.400 Terms Cash J.J. Miller Sheriff of Union Co. O

Cameron and Benton, attys for Plaintiff Mch 26. 1879. 6w. $2.00

The State of Ohio Union County S.S. The undersigned being duly Sworn says that a copy of the annexed notice was published for 5 Consecutive weeks in the "Marysville Tribune" a newspaper of general Circulation in the County of Union. the first Publication beginning with March 26th 1879. W. O. Shearer. Sworn to and subscribed before me. this 5th day of May 1879. W. M. Wright. Clerk.

Afterward on the 6th day of May 1879. an Entry was made on the Journal of said Court which reads as follows. To. Wit:

Entry

Steinbarger & Hensel
vs
A. Dinger
} No 2776

On Motion of the plaintiff and on his producing the return of the Sheriff of the Sale made under the former order of this Court on careful Examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in Conformity to Law and the orders of this Court, it is ordered that the said proceedings and Sale be and they are hereby approved and confirmed, and it is further ordered that the said Sheriff Convey to the purchaser Steinbarger and Hensel by deed in fee simple the lands and tenements so Sold. a writ of possession is awarded to put said purchaser in Possession of said premises. and the Court coming now distribution of the proceeds of said Sale amounting to $934.00 It is ordered that the Sheriff out of the money in his hand pay. 1st the cost taxed in this action amounting to $ 2d That he shall pay the taxes thereon including up to June 1879. taxed at $ 3d To the defendants E. C. Dieckmeyer & George M. Wolf the amount heretofore found due with interest to wit the sum $1091.79 Fourth to the Plaintiffs Steinbarger & Hensel the amount heretofore found due $331.12 Fifth to the defendant A. Dinger the balance of the Money remaining in his hands to wit the sum of $

Attest W. M. Dinger Clerk.

No 3303

Plea before his Honor John L. Porter Judge at a court of Common Pleas begun and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A.D. 1879. Heretofore to wit on the 26th day of February 1879 a petition was filed with the clerk of said court which reads as follows. viz;

Petition

To the Court of Common Pleas within and for the County of Union and State of Ohio- Your Petitioner John Ewing of said County of Union represents that he has a legal right to and is seized in fee simple of One undivided One Seventh part of the following real Estate to-wit; being part of Out Lot No 13 in the Village of Milford Centre. beginning at the South west corner of a lot deeded by J. C. Wood to F. Garwood; thence with the Southerly line of said Lot N 60½ E 13 8/100 poles to said Garwoods South East corner. thence S. 31. W 6 8/10 poles to a stake. thence N 70½ W 13 8/100 poles to a stone. thence N 33¼ E 8 1/100 poles to the beginning containing 107 poles Your Petitioner further represents that Patrick Ewing. Carl Ewing, Wm Ewing. Eugene Ewing. Julia Clifford late Ewing & Daniel Clifford her husband of the County of Union and State of Ohio and Mary Desmond (late Mary Ewing) and Michael Desmond her husband of Dayton Ohio are tenants in common with your petitioner in the said premises, and that Johanna Ewing is the widow of Eugene Ewing Lately deceased is entitled to dower in said premises. Your Petitioner therefore prays that partition of said lands may be made and the dower of the said Johanna may be assigned therein or if the same cannot be done without manifest injury then such other proceedings may be had in the premises as are authorized by Law. The said William and Eugene Ewing are Minors William is 15 and Eugene 9 years old.

Notice

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P. B. Cole & Sons attys for petitioner

Afterward on the 6th day of March the following notice was filed with the Clerk of said Court which reads as follows viz

police — Patrick Keing Wm Keing Eugene Keing Julia Clifford, Daniel Clifford her husband Mary Desmond and Michael Desmond her husband and Johanna Keing widow of Eugene Keing Dec'd will take notice that a petition was filed against them on the 26th day of Feby 1879 in the court of Common Pleas within and for the County of Union by John Keing and is now pending Wherein the said John Keing demands partition of the following real estate, situate in Union County and in the Village of Milford Centre described as being part of Out Lot-No 13 in said Village, beginning at the South west corner of a lot deeded by J. C. Wood to F Garwood. Thence with the Southerly line of said lot-South 60½ E. 13 8/100 poles to said Garwoods South East corner - Thence South 31 West 6 80/100 poles to a stake - Thence N 70½ W 13 38/100 poles to a Stone - Thence N 33¼ E 8 12/100 poles to the beginning containing 107 poles, and at the next term of said Court the said John Keing will apply for an order that partition may be made of said premises

Dated Feby 26th 1879 John Keing.

We the undersigned defendants in the within action for partition hereby acknowledge Service of the within notice, and hereby Enter our appearance to this action and agree to the prayer of the petition Dated Feby 27th 1879

Daniel Clifford Julia Clifford, Patrick Keing Kate Keing
Johanna Keing Signed March 6th 1879

State of Ohio, Union County SS, John Keing being duly sworn says that on the 27th Feby 1879 he Served on William Keing and Eugene Keing defendants Each a true copy of the foregoing notice in presence of their Mother John Keing.

Sworn to before me & Signed by John Keing in my presence March 6th 1879

notice — Patrick Keing Wm Keing Eugene Keing, John Keing Julia Clifford, Daniel Clifford her husband Mary Desmond and Michael Desmond her husband and Johanna Keing widow of Eugene Keing deceased, will take notice that a petition was filed against them on the 26th of February 1879 in the Court of Common Pleas within and for the County of Union by John Keing, and is now pending therein. Wherein the said John Keing demands partition of the following real Estate situate in Union County and in the village of Milford Center, described as ~~follows~~ being part of Out Lot-No 13 in said village, beginning at the South west corner of a lot deeded by J. C. Wood to F. Garwood. Thence with the Southerly line of said lot-S. 60½ & 13 86/100 poles to said Garwoods South East corner- thence S. 31 W 6 80/100 poles to a stake - thence N 70½ W 13 38/100 poles to a stone - Thence N 33¼ & 8 12/100 poles to the beginning containing 107 poles, and that at the next term of said Court the said John Keing will apply for an order that partition be made said premises

Dated Feby 26. 1879 John Keing.

We hereby acknowledge Service on us (two of the defendants in this partition) of the foregoing notice and hereby Enter our appearance and Consent to the prayer of the petition Feb 27 1879 Mary Desmond,
Mike Desmond.

Afterward on the 26th day of April 1879 an Entry was Made on the Journal of said Court which reads as follows;

Entry

John Keing
vs
Johanna Keing
Patrick Keing, Caty Keing
Wm Keing Eugene Keing
Julia Clifford Cate Keing &
Daniel Clifford her Husband
Mary Desmond Michael Desmond her Husband

Union Commen Pleas

In Partition

It appearing to the court that the defendants Wm Keing and Eugene Keing are Minors. William Keing 15 years of age and Eugene 9 years of age and that the said William Keing has neglected for the Space of twenty days from the return of notice in Partition Served upon him to apply for a guardian ad Litum On motion M. C. Lawrence Esqr is hereby appointed guardian for the said for said Minor defendants, And Now Comes the said M. C. Lawrence and in open Court accepts said appointment.

April 26th 1878 M. C. Lawrence Guard ad Litum

Afterward on the 28th day of April 1879 an answer was filed with the Clerk of said Court which reads as follows, viz;

Answer of Guard ad Lit

John Keing Plaintiff
vs
Patrick Keing Defendants

M. C. Lawrence Esq having been appointed by the Court Guardian ad litum for William and Eugene Keing Minor defendants in the said cause now comes and for answer on behalf of said Minor defendants says he has no knowledge as to whether the allegations of the petition of plaintiff are true or not and therefore denies the same, and asks that the rights and interests of the said William and Eugene in the premises may be protected, Williceme Keing and Eugene Keing Minors by their guardian ad Litum. M. C. Lawrence-

Afterward on the 2d day of May 1879 an Entry was made on the Journal of said Court which reads as follows. viz;

Entry

John Keing
vs
Patrick Keing, Caty Keing. Wm Keing Eugene Keing
Julia Clifford and Daniel Clifford her husband,
Mary Desmond & Michael Desmond her husband
Joanna Keing Widow of Eugene Keing deceased

Union Com Pleas

Now comes the said plaintiff and the said Wm & Eugene Keing by their attorneys and thereupon said cause came on to be heard upon the petition of the plaintiff and the answers of Wm Keing & Eugene Keing the Minor defendants by M. C. Lawrence Esqr their guardian ad litum and the Evidence. On consideration Whereof the court find that all of the defendants have had due notice of the pendency and demand of the said petition and that the defendants Patrick Keing. Caty Keing- Julia Clifford, Daniel Clifford her husband

order

Michael Desmond and Mary Desmond his wife and Joanna Foing the Widow are in default for answer and demurrer and that the said petition is thereby confessed by them to be true. And the Court further find the allegations of the petition to be true, and that the said Joanna Foing Widow is entitled to dower in the premises described in the petition and that Subject thereto the said plaintiff John Foing is seized of and has a legal right to the undivided one Seventh part of the Estate described in the petition and is entitled to have partition made of said premises. That the defendants Patrick Foing, Caty Foing, Eugene Foing and William Foing Julia Clifford and Mary Desmond are tenants in common with the said plaintiff in the said premises in the following proportions to wit; That Subject to said dower of the said Joanna Foing. The said Patrick Foing is seized of & has a legal right to the undivided one Seventh part thereof. The said Caty Foing to the undivided one Seventh part thereof. The said Eugene Foing to the undivided one Seventh part thereof. The said William Foing to the undivided one Seventh part thereof and the said Julia Clifford to the undivided one Seventh part thereof and the said Mary Desmond to the undivided one Seventh part thereof and no reason appearing why partition should not be made, It is therefore ordered adjudged and decreed that the said Joanna Foing be endowed of one full Equal third part of said premises and that Subject thereto partition of said Estate be made; and that an order issue to the Sheriff of the said County of Union commanding him that by the oaths of Uriah D. Alden Benjamine Lock and Martin Wetzel three disinterested and judicious free holders of the vicinity who are not of kin to either party and who are hereby appointed Commissioners for that purpose he set off and assign Such dower to the said Joanna Foing according to law, and that by the like oaths of the said named Commissioners he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of the said Estate to which they are herein before severally found Entitled. And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by Metes and bounds without injury to the value thereof, they appraise the same both subject to & also free from the dower of the said Joanna Foing and of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay-

Afterward on the 5th day of May 1879 a writ of Partition & Dower was issued by the clerk of said court which reads as follows.

Order

The State of Ohio Union County SS- To the Sheriff of said County Greeting; We command you, that without delay, by the oaths of Uriah D. Alden Benjamine Lock and Martin Wetzel you cause to be set off and assigned to Joanna Foing widow of Eugene Foing 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 Union County State of Ohio. Being Part of Out Lot No 18 in the Village of Milford Center. Beginning at the South west corner of a Lot deeded by R. C. Wood to L. Barwood. Thence with the Southerly line of said Lot- S 60½ E 13⅝ poles to said Barwoods South East Corner. Thence S 31. W. 6¾0

poles to a stake - thence N 33¼ E 8⁹⁄₁₀ poles to the beginning containing 92 poles
Subject to said dower estate, among the persons herein, and following proportions, to wit: to Patrick Keing ½ part - to Caty Keing ½ part to Eugene Keing
½ part - To Wm Keing ½ part - to Julia Clifford ½ Part - to Mary Desmond ½ part
to John Keing ½ part - and if in the opinion of said appraisers partition
cannot be made without manifest injury to said property you cause said
property to be appraised subject to said dower estate and also, without
dower, 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 John Keing Petitioner, and Patrick Keing &
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
Seal Court House in Marysville this 6th day of May A.D. 1879. W. M. Ringer Clerk
Sheriffs As commanded by the foregoing writ of Partition and Dower, I have
Return executed the same by the oaths of Martin Watts, Allison Amrine and
Benjamine Leach, 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
Sheriffs Fees $3.66; Commissioners 30 C J. J. Miller, Sheriff.
Commissioners Report John Keing } Union County. Ss Court Common Pleas,
vs } In Partition and Dower,
Patrick Keing et al }

According to the command of the writ of Partition 2037
and Dower in this Case 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, We are of 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 Two hundred dollars
and without dower at three hundred dollars, Given under our hands
this 5th day of May A.D. 1879. Martin Watts Allison Amrine and
Benjamine Leach,
Afterward on the 9th day of May 1879 an Entry was made on the
Journal of said Court which reads as follows, Viz;
Entry John Keing } In Union
vs } Common Pleas
Patrick Keing Caty Keing Wm Keing
Eugene Keing Julia Clifford and Daniel Clifford her husband
Mary Desmond & Michael Desmond her husband
Joanna Keing Widow of Eugene Keing deceased

This cause came on for hearing upon the return of the Sheriff and the
report of the commissioners heretofore appointed herein, and on the
Motion to confirm the same. And it appearing that said Estate
cannot be divided by metes and bounds without manifest injury to the
value thereof and that said commissioners have made and returned
their appraisement of said premises free from dower of the said
Joanna Keing in the sum of $300. the Court find the said

turn and proceedings in all respects correct and in conformity to law and do therefore approve & confirm the same, And the said Joanna Kaing having by her answer waived her dower by metes and bounds, and asked that in lieu thereof its value be paid her in money. The Court find the just and reasonable value of her said dower interest to be one Hundred dollars, and it appearing to the Court that the said Patrick Kaing has elected to take the said premises at their appraised value. The same and therefore upon payment of the said Sum of $300.00 aforesaid to him, and the Sheriff is ordered to convey said premises to him by deed in fee Simple free of Dower.

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

1st. to the Treasurer of said County dollar being the taxes and penalty due on said premises

2d To the Clerk of this Court the Costs of this action including a counsel fee of $15.00 to P. R. Cole & Son for their Services herein taxed to $29.91

3d To the said Joanna Kaing Widow the said Sum of $104.09 and for her full dower interest in the said premises,

4th And of the residue of the proceeds of said Sale to the plaintiff John Kaing One Seventh of the Cash proceeds, to wit the Sum of $23.57 And also one Seventh of the Notes for the deferred payments To the said defendants Patrick Kaing, Caly Kaing, William Kaing Eugene Kaing, Inly Clifford and Mary Desmond Each One Seventh of the cash proceeds to wit the Sum $23.57 and also One Seventh of the Notes for the deferred payments.

Attst. W. M. Winget Clerk.

3637 Pleas before his Honor John L. Porter Judge of a court of common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 21st day of April A.D. 1879. Heretofore to wit on the 7th day of September A.D. 1878 a Petition was filed with Clerk of said Court which reads as follows. viz

Petition

William L. Beatty Plaintiff
Against
J. W. Crawford Defendant
} Court of Common Pleas Union County Ohio

The said William L. Beatty plaintiff complains of the said J. W. Crawford defendant for that on the 24th day of August A.D 1872 the said J. W. Crawford did by his deed duly executed and delivered convey to the said William L. Beatty his heirs and assigns forever the following Lands and Tenements situate in said County of Union to wit all of Nr Lot No 351 in Beattys addition to the town of Richwood Union County Ohio, for a more specific description reference is hereby made to the record of the plat of said addition duly recorded in the records of the Recorders office at Marysville Union County Ohio. together with the privileges and appurtenances thereunto belonging; and which deed had a condition there under written by which it was provided that in case the said J. W. Crawford his executors, administrators or assigns should pay to the said William L. Beatty his executors or administrators the Sum of fifty $\frac{25}{100}$ dollars and twenty five cents with interest from the 31st of May 1872 on or before the 31st day of May A.D. 1875 according to the tenor of a note therein described as follows to wit: Note of even date herewith for fifty $\frac{25}{100}$ dollars due May 31st 1875 to bear interest at 6% per annum from May 31st A.D.

1872 then said deed should be void. otherwise it was to be and remain in full force and effect-in law; and the said plaintiff further saith that said deed was on the 10th day of January A.D.1873 at 10½ oclock A.M. of said day left with the recorder of said county of Union for record and duly recorded and the said William L. Bratty avers that the said J.M. Crawford did not pay said sum of money when the same became due as is provided in the condition of said deed. nor has the said J.M. Crawford yet paid the same to the said William L. Bratty, whereby said deed has become absolute and said William L. Bratty says that there is now due on said note and mortgage the sum of Fifty dollars and twenty five cents with interest from the 31st day of May A.D.1872. He said William L. Bratty therefore prays that an account may be taken of the amount due thereon and that said land may be sold to satisfy the same. unless J.M. Crawford pay said sum interest and cost-by a day to be named by the Court.

P.B. Cole & Sons. Atty for Plaintiff

Edward E. Cole being sworn says that he is one of the attorneys of the above named William L. Bratty plaintiff duly authorized in the premises that the said William L. Bratty is not a resident of the County and that the facts stated and allegations in the foregoing pleading of William L. Bratty as affiant believes true — Edward E. Cole.

Sworn to before me and signed in my presence this 7th day of September 1878. W. M. Winget, Clerk.

Praecipe — To Clerk: Issue Summons upon the petition in the above case returnable according to law. P.B. Cole & Sons Pltff attorney

Afterward on the 17th day of January 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio Union County ss. To the Sheriff of the County of Marion Greeting; We Command you to notify J.M. Crawford that he has been Sued by William L. Bratty in the Court of Common Pleas of Union County, and that unless he answer by the 15th day of February A.D.1879 the petition of said William L. Bratty against him filed in the Clerk's 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.1879. Witness my hand and the Seal of said Court, this 17th day of January A.D.1879.

Seal

W. M. Winget, Clerk

Returned & filed Jan 25th 1879 Endorsed

Sheriffs Return — The State of Ohio Marion County ss. Received this writ January 18th A.D.1879, at 12 O'Clock M., and pursuant to its Command, I Served the same on the 23d day of January A.D 1879 by leaving a true and certified copy of this Summons at the usual place of residence of the within named defendant J.M. Crawford. Fee. 3.50 S.A. Guthrie, Sheriff.

Afterward on the 22d day of February 1879 an entry was made on the Journal of said Court which reads as follows viz;

Entry of Decree — Wm L. Bratty Pltff against J.M. Crawford Deft

Now comes the plaintiff herein and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and that there is due to plaintiff from the defendant J.M. Crawford on the

Order of Sale — prommm... term the d... in order to ... and deli... the petitio... was duly ... and is the ... It i... J.M. Crawf... to be paid ... herein the ... February ... Equity of ... Sale shall ... as upon ... Af... Clerk of Sa... The Sta... Whereas ... for said ... Bratty ... and decre... days fro... Court the ... with inter... of Union ... bring the ... Unremit... Bratty's ... More ... of said ... Marysvi... thereunto ... said order ... that you ... Cotting of Sa... Satisfacto... therein; a... of Comm... order ... Pleas ann...

Sheriffs Return — Seal The Stat... of Sale there... J.P. Bratty ... by me du... described; ... returned ... View of t...

promissory Note Set forth in the petition with interest to the first day of this term the Sum of Seventy Eight 75/100 dollars ($78.75) The Court further find that in order to secure the payment of said note the defendant J.M. Crawford executed and delivered to said Wm G. Beatty the plaintiff their certain Mortgage as in the petition described and on the premises therein described that said Mortgage was duly recorded in Book 9 Page 538 of the records of Mortgages of Union County and is the first and best lien on the premises described in the petition.

It is therefore considered and adjudged that unless the defendant J.M. Crawford Shall within five days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the Costs of this Case and to the plaintiff herein the Sum so found due as aforesaid with interest from the 3d day of February 1879 according to the terms of said Mortgage and the defendants Equity of redemption be foreclosed and said premises be Sold and an order of Sale Shall issue to the Sheriff of Union County directing him to Sell said premises as upon Execution and bring the proceeds into Court for further order,

Afterward, on the 25th day of March 1879, an order of Sale was issued by the Clerk of said Court which reads as follows,

Order of Sale

The State of Ohio Union County, ss. To the Sheriff of said County Greeting:

Whereas, at a term of the Court of Common Pleas, held at Marysville in and for said County, on the 22d day of February A. D. 1879, in the Case of W.G. Beatty Plaintiff, and J.M. Crawford defendant, it was ordered, adjudged and decreed as follows, to-wit; That unless the defendant Shall within five days from the Entry of this decree pay or cause to be paid to the Clerk of this Court the Costs of this Case and to the plaintiff herein the Sum of $78.75 with interest from the 3d day of February 1879 that an order issue to the Sheriff of Union County directing him to Sell said premises as upon Execution and bring the proceeds into Court for further order, The following lands and tenements Situate in said County of Union, to wit; All of In Lot No 351 in Beatty's addition to the Town of Richwood Union County Ohio for a more Specific description reference is hereby made to the record of the plat of said addition duly recorded in the records of the Recorders office at Marysville Union County Ohio together with the privileges and appurtenances thereunto belonging, We therefore Command you, That you proceed to carry said order, Judgment and decree into Execution agreeable to the tenor thereof, and that you Expose to Sale the above described real estate under the Statute Regulating Sales on Execution and that you apply the proceeds of such Sale in Satisfaction of said Judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within Sixty days from the date hereof and bring this order with you, Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 23d day of March A.D. 1879

W. M. Wright Clerk

Seal

Sheriffs Return

The State of Ohio Union County ss In obedience to the command of the order of Sale hereto annexed, I did, on the 27th day of March 1879, Summon J. E. Howe S.P. Beatty and H.H. Pringle three disinterested freeholders of said County, whom I by me duly Sworn to view and appraise the lands and tenements therein described; and afterward, on the 27th day of March A.D. 1879 said appraisers returned to me, under their hands and Seals that they did, upon actual view of the premises, Estimate and appraise the real value in money

of the Same at Twenty five dollars. A certified copy of Said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County and on the 9th day of April 1879, I Caused to be advertised in the Marysville Tribune a newspaper printed and published and of general circulation in Union County, Said Lands and tenements to be Sold at public Sale, at the door of the Court house of Said County, on the 10th day of May A.D. 1879, at One O'Clock P.M., of Said day, And having advertised the Said Lands and tenements for more than thirty days previous to the day of Sale to-Wit; Five Consecutive weeks; and in pursuance to Said notice, I did, on Said 10th day of May A.D 1879 at the time and place above mentioned, proceed to offer Said Lands and tenements at public Sale, at the door of Said Court house and then and there came P.B. Cole atty for Plaintiff who bid for the Same the Sum of Fifty & 50 Two dollars and Said Sum being more than two-thirds of the appraised value thereof; and Said Plaintiff being the highest and best bidder thereof. I then and there publicly Sold and Struck off Said Lands and tenements to him for Said Sum of Fifty and 50 Two dollars - J. P. Miller - Sheriff.

Afterward on the 10th day of May 1879 the following proof of publication was filed with the Clerk of Said Court to-wit;

Proof Publication

W. C. Beatty } Court Common Pleas. Union County, O.
vs } Order of Sale
J. M. Crawford }

By virtue of the above Stated writ from Said Court to me directed, I will offer at Public Sale at the door of the court house, in Marysville, Union County Ohio. Saturday, May 10th 1879 at or about the hour of One O'clock, P.M. of Said day, the following Lands, Situate in the County of Union and State of Ohio, to-wit All of In Lot No 337 in Beatty's addition to the town of Richwood, Union County Ohio; for a more Specific description reference is hereby made to the record of the plat of Said addition duly recorded in the records of the Recorder's office at Marysville, Union Co Ohio together with the privileges and appurtenances thereunto belonging. Terms Cash. Appraised at $75.00 J. P. Miller Sheriff

April 9th 1879 - 5w $8.00

The State of Ohio Union Co ss

Alvin R Lacey being duly Sworn, Says that a copy of the annexed notice was published for five Consecutive Weeks in the Marysville Tribune a newspaper of genrow circulation in the County of Union, the first publication beginning with April 9th 1879 - Alvin R. Lacey. Sworn to and Subscribed before me, this 10th day of May 1879. W. M. Winget. Clerk.

Also on the 10th day of May 1879 an entry was made on the Journal of Said Court which reads as follows;

Entry

Wm. C. Beatty Plaintiff
Against
J. M. Crawford Defendant

On Motion of the Plaintiff and on his producing the return of the Sheriff of the Sale made under the former order of this court, and the court on careful Examination of the proceedings of the Said Sheriff being Satisfied that the Same has been done in all respects in Conformity to law and the order of this Court It is ordered that the Said proceedings and Sale be and the Same are hereby approved and confirmed. And it is further ordered that Said Sheriff convey to the purchaser, Wm. C. Beatty by deed in fee Simple the Lands and tenements So Sold, and a writ of possession is awarded to put Said purchaser

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in possession of the said premises. And the court coming now to distribute the proceeds of said Sale amounting to fifty 5/100 dollars It is ordered that the Sheriff out of the money in his hands pay first, The costs taxed at $
2d The Taxes amounting to $3.71. 3d. To the said W. G. Beatty the residue of the money arising from said Sale in the hands of said Sheriff To wit The Sum of fifteen 33/100 dollars to be applied as a credit on his said judgment against the said defendant. And there still remaining due to the said W. G. Beatty the Sum of Seventy Nine 22/100 dollars it is ordered that he recover the same from the defendant J. M. Crawford and Execution is awarded therefor.

Attest. W. M. Vinyet, Clerk.

No 2377 Pleas before his honor John L. Porter Judge of a court of common Pleas begun and held at the Court House in the town of Marysville, within and for the county of Union and State of Ohio. on the 17th day of September A.D. 1877. Heretofore to wit on the 25th day of August 1876 a petition was filed with the clerk of said court which reads as follows. viz:

Petition

Orlando M. Scott Plaintiff

vs

Lewis C. Bracock Rawson W. Bracock
Mary Ainsworth Mary E. Bracock
Josiah Westlake and Thomas Bracock Defts

The Plaintiff says, on the 31st day of August 1875 the defendants Lewis C. Bracock and Rawson W. Bracock Made and delivered to Thomas Bracock their promissory note of that date and thereby promised to pay said Thomas Bracock's order the Sum of one hundred Dollars in one year after the date thereof for value received with interest at 8 p from december 1st 1875. The said promissory note was endorsed by the said Thomas Bracock in blank to whom the plaintiff herein paid a valuable consideration for said note and is now the legal owner of the same. A Copy of which said note with endorsements is hereto attached Marked "A"

The defendants Lewis C. Bracock Rawson W. Bracock, Mary Ainsworth and Mary E Bracock on the 31st day of August A.D. 1875 to secure the payment of said Note (with others) Executed and delivered to the said Thomas Bracock their Mortgage deed and thereby conveyed to the said Thomas Bracock and his heirs and assigns the following Lands and tenements situate in the County of Union in the State of Ohio and in the incorporated Village of Marysville and being part of Survey No 3351. Beginning at a Stake in the corner of Out Lot Number twenty Nine (29) in the North line of Center Street thence North 10° E 46 7/100 poles with the East line of Same following the N. E. corner at 37 poles to a stone. thence S. 89° E by a line running parallel to Centre Street to a point Northerly of the North West corner of Ally Scott's land 23 7/100 (Poles) to a Stone. thence S. 1° W. to said Scotts North west corner twelve (12) poles and continuing on same course S. 1° W 34 7/100 poles to a Stone in North line of Centre Street. thence with Center Street to beginning containing Seven (7) acres more or less Excepting therefrom. Also heretofore conveyed to A. S. Mowry and N. A. Gilbert (See records Deeds Book 32 Page 428) the amount remaining and hereby conveyed being Three 3/4 acres be the same more or less to be subject to all legal highways.

The condition contained in said Mortgage was in substance that if the Lewis C. Bracock and Rawson W. Bracock Should well and truely pay or cause to be paid said promissory notes in said Mortgage deed described then this said Mortgage deed to be void otherwise to be and remain in full force and virtue in law. And the 2d day of September A.D. 1875 at 2½ Oclock the said Mortgage was delivered to the Recorder of said County to be recorded and was recorded on the 3d day of September A.D. 1875 in Volume 11 on Page 560 of Union County Records of Mortgages.

The said deed has become absolute. There is due and remaining unpaid upon said indebtedness the Sum of One hundred dollars with interest from December 1st 1875 at Eight per cent per Annum. Plaintiff is informed that Josiah Westlake has a Mortgage on said premises.

The Plaintiff therefore asks that said Mortgage may be foreclosed the said premises ordered to be Sold and proceeds applied to the payment of said debt and Execution for balance and that said Josiah Westlake and Thomas Bracock be made parties defendants.

Robinson & Piper Attorneys for Plaintiff

State of Ohio Union County ss. Orlando M. Scott being duly Sworn according to law Says the facts Stated and allegations in his foregoing petition are as he believes true. O M Scott.

Sworn to before me by Orlando M. Scott and by him Subscribed in my presence this 25th day of August A.D. 1877. W. M. Winget Clerk

Praecipe — To Clerk. Issue Summons upon the petition in the above case returnable according to law. Endorse foreclosure of Mortgage. Amount claimed $100. with interest at 8% from Dec 1st 1875.

Robinson & Piper attys for Plff

Copy of Note "A"

$100.00 — Marysville Ohio August 31st 1875.

One year after date We promise to pay to the order of Thomas Bracock One Hundred dollars at 8% interest from Dec 1st 1875. Value Received. Lewis C. Bracock. Rawson W. Bracock.

The following Endorsement appear thereon. Thomas Bracock

Afterward on the 25th day of August A.D. 1877 a writ of Summons was issued by the Clerk of said Court which reads as follows viz;

Summons — The State of Ohio, Union County ss. To the Sheriff of the county of Union Greeting; We command you to Notify Lewis C. Bracock Rawson W. Bracock Mary Ainsworth Mary E. Bracock, Josiah Westlake and Thomas Bracock that they have been sued by Orlando M. Scott in the Court of Common Pleas of Union County, and that unless they answer by the 22d day of September A.D. 1877 the petition of the said Orlando M. Scott against them filed in the Clerk's 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 September A.D. 1877.

Witness my Name and the Seal of said Court this 25th day of August A.D. 1877.

Seal

W. M. Winget Clerk.

Sheff Return — The State of Ohio Union County ss. Received this writ August 25 A.D. 1877. And pursuant to its command, I Served the within named Lewis Bracock Mary Ainsworth, Mary E. Bracock & Thomas Bracock by delivering to each a certified Copy of this writ with all endorsements thereon this 31st day of August 1877. Also Served the within named Josiah Westlake and Rawson W. Bracock by leaving

a certified copy of this writ at three several places of residence this 1st day of September 1877. Fees $4.70 J. J. Miller Sheriff by Geo. C. Edwards D.S.

Afterward on the 15th day of October 1877 an Entry was made on the journal of said Court which reads as follows, viz

Entry

Orlando M. Scott Plaintiff
vs
Lewis C. Bracock et als Defendants

And now comes the said O. M. Scott and the said defendants Lewis C. Bracock Rawson W. Bracock, Mary Ainsworth, Mary E. Bracock, Josiah Westlake and Thomas Bracock and all 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 said defendants Lewis C. Bracock and Rawson W. Bracock to the plaintiff on the note in the petition set forth the sum of One hundred and fifteen dollars.

It is therefore considered by the said Court here that the said plaintiff recover of the said defendants the said sum of $115.00 with Eight per cent interest and also his costs taxed to $ —

And it is further ordered, adjudged and decreed that in case the said defendants Lewis C. Bracock and Rawson W. Bracock fail for ten days from the close of this term of the Court to pay the said plaintiff the said sum of $115.00 so as aforesaid found due with Costs of Suit an order issue to the Sheriff of said County Commanding him to cause the interest of the defendants Lewis C. Bracock and Rawson W. Bracock Mary Ainsworth and Mary E. Bracock in said lands and tenements in the petition described to be appraised advertised and sold according to law, and apply the proceeds of said Sale in Satisfaction of the said Judgment so as aforesaid rendered. The defendant Thomas Bracock asked and obtained leave to answer in 30 days from the rising of this Court.

Afterward on the 13th day of November 1877. An answer was filed with the Clerk of said Court which reads as follows, viz

Answer

Orlando M. Scott Plaintiff
Against
Lewis C. Bracock Rawson W Bracock
Mary Ainsworth, Mary E. Bracock
Josiah Westlake & Thos Bracock Defts

The defendant Thomas Bracock for his Separate answer says that he is the owner and holder of the last two described promissory notes being the 3rd & 4th in the petition of the plaintiffs of which the following are copies. 3d $100. Marysville Ohio Aug 31st 1875. Three years after date We promise to pay to the order of Thomas Bracock One Hundred dollars at 8 per cent interest from Dec 1st 1875. Lewis C. Bracock Rawson W. Bracock. 4th $100.00 Marysville Ohio Aug 31st 1875. Four years after date We promise to pay to the order of Thomas Bracock One Hundred dollars at 8 per cent from Dec 1st 1875 — Lewis C. Bracock. Rawson W. Bracock.

There are no credits on said Notes. These notes are secured by Mortgage described in plaintiffs petition. This defendant therefore asks the Court to protect this interest and if the lands described in said petition be

that after paying the first note then that he receive his pay on them. This Mortgage being all the Security which he has, and he be granted such relief as in Equity he is entitled Sterling and Ayres Atty for Deft

State of Ohio Union County ss. Thomas Peacock being Sworn Says the facts Stated and allegations made in his answer are true as he believes - Thomas Peacock.

Sworn to before me and Signed by Thomas Peacock in my presence this 13th day of Nov 1877. W. M. Winget Clerk.

Attd. W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Heretofore to wit: On the 9th day of May 1879 a Petition, Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

Petition

E. S. Callendar Plaintiff
vs.
A. Judy and M. Judy Defendants

The State of Ohio, Union County ss.
In the Court of Common Pleas.

E. S. Callendar the above named Plaintiff says that there is due to him from A Judy and M. Judy Defendants, on a promissory note made by the Defendants dated the 7th day of January a. D. 1878, which note with the warrant of Attorney thereto annexed is hereto attached the sum of one hundred and Seventeen Dollars with interest thereon at 8 Per cent from the 10th day of April a. D. 1878. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid, Wherefore, the Plaintiff asks judgment against said Defendants for the Sum of One hundred and seventeen dollars with interest at 8 per cent from the 10th day of April a. D. 1878.

Carpenter & Brodrick Attorneys for Plaintiff

The State of Ohio, Union County, ss. John M. Brodrick one of the duly authorized Attorneys for the above named Plaintiff being duly sworn, says that he believes the statements in the foregoing Petition to be true. He further says that this action is founded upon a written instrument for the payment of money, which instrument is now in his possession. John M. Brodrick

Subscribed by John M. Brodrick in my presence, and sworn to by him before me this 9th day of May A. D. 1879. W. M. Winget Clerk

Copy of note

$117 North Lewisburg O. January 7. 1878 Ninety days after date we, or either of us, promise to pay to the order of E. S. Callendar, One hundred and seventeen dollars, with eight Per cent interest after due. And we hereby authorize and empower any Attorney at Law at any time after this obligation becomes due to appear for us or either of us, before 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 and in favor of the payee above named or assigns, for the said sum, interest and costs and attorneys fees, and thereupon to

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Answer

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release all error and waive all right and benefit of a second
Trial or a Appeal in our behalf. I own 93 acres of land in Mu-
rion County Ohio worth $3.000 with a $400.00 mortgage on it only
A. Judy (Seal) M. Judy (Seal)

Answer

E. S. Callendar Plaintiff
vs.
A. Judy and M. Judy Defendants
} In Court of Common Pleas Union County ss.

And now come A. Judy and M. Judy the above named Defendants, by the undersigned their attorneys and waive the issuing and service of Process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiff's and against the above named Defendants, for the sum of One hundred and Twenty seven Dollars and fourteen cents the amount appearing due for Principal and interest on said note and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.
May 10th A. D. 1879 P. R. Kerr Attorney for Defendants

Entry

E. S. Callendar Plaintiff
vs.
A. Judy and M. Judy Defendants
} This day came the Plaintiff by Carpenter & Brodrick his Attorneys and thereupon came P. R. Kerr one of the Attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of Process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs Petition, the sum of $127 14/100. It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $127 14/100 so as aforesaid confessed to be due, together with Costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal and all right to file a petition in error are waived

Attest H. M. Winget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Heretofore to wit: On the 10th day of May 1879 a Petition, Answer and entry was filed with the Clerk of said Court which reads as follows viz:

Petition

In Court of Common Pleas.
State of Ohio, Union County ss

Petition

Bank of North Lewisburg Plaintiff
vs.
J. H. Haines and George W. Hinck Defendants

Bank of North Lewisburg a company of persons for purpose of state of Ohio the above

doing a general banking business in the named Plaintiff says that there is due to them from J. H. Haines and George W. Hinck Defendants, on a promissory note made by the Defendants J. H. Haines and George W. Hinck dated the 7th day of December A. D. 1877 which note, with the warrant of attorney thereto annexed, is hereto attached the sum of Six hundred Eighty two and 15/100 Dollars with interest thereon at Eight Per cent from the 7th day of December A. D. 1877. The Plaintiffs further say that they are the legal owner and holder of said note; that the same is due and unpaid. Wherupon, the Plaintiffs ask judgment against said Defendants for the sum of Six hundred eighty two Dollars and fifteen cents, with interest at 8% per annum from the seventh day of December A. D. 1878.

Robinsons & Piper Attorneys for Plaintiffs.

The State of Ohio, Union County, ss. E. J. Callendar the Cashier of the Plaintiff and duly authorized agent of the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true. He further says that the said Plaintiff is a company doing general banking business under firm name and style of Bank of North Lewisburg

(signed) E. J. Callendar

Subscribed by E. J. Callendar in my presence, and sworn to by him before me, this 10th day of May A. D. 1879

H. M. Hiatt Clerk

Copy of note

"$682.15 One year after date, for value received, we jointly & severally promise to pay Bank of North Lewisburg, or order, at their office Six hundred eighty two 15/100 Dollars with interest at the rate of eight Per cent Per annum, on all unpaid Principal and interest after due until paid, interest to be computed every year, with five Per cent attorney fee, if collected. And it is agreed that the liability of neither of us is to be affected by further time being given for payment. And we, or either of us do hereby authorize and empower any attorney of any Court of Record of the State of Ohio, or elsewhere to waive the issuing and service of process and appear for us, or either of us, in any of said Courts at any time after the above note becomes due, and confess 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 the note after rendition until paid. We do also hereby waive all right of appeal, the stay of execution. The power and privilege to hold exempt from execution any Personal or real property belonging to us or either of us, 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 attorney is hereby authorized to enter such release in

Entry

Bank of North Lewis-
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Answer

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said judgment. Witness our hands and seals at Lewisburg, Ohio this 7 day of December 1877. J. H. Haines (L.S.) Geo. W. Wirick (L.S.)
"In Court of Common Pleas, Union County, ss."

Answer

Bank of North Lewisburg Plaintiff
vs.
J. H. Haines and George W. Wirick Defendants

And now come J. H. Haines and George W. Wirick the above named Defendants, by the undersigned R. L. Woodburn Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named named Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendants for the sum of Seven hundred & five Dollars and thirty five cents the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action, and all errors are hereby released, and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived. May 10th A. D. 1879

R. L. Woodburn Attorney for Defendants

Entry

Bank of North Lewisburg Plaintiff
vs.
J. H. Haines and George W. Wirick Defendants

This day came the Plaintiff by Robinsons & Piper Attorneys and thereupon came R. L. Woodburn one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived this issuing and service of process, and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition the sum of $705 35/100 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $705 35/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of Eight per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest W. M. Wright Clerk

Pleas before his honor John L. Piper Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. on the 21st day of May A. D. 1879. Heretofore to wit on the 30th day of April 1879 a Petition, answer and entry was filed with the Clerk of said Court which reads as follows viz:

Petition

"John McWilliams Plaintiff
vs.
A. C. Ault Defendant

The State of Ohio, Union County ss. In the Court of Common Pleas

John McWilliams the above named Plaintiff says that there is due to him from A. C. Ault Defendant, on a promissory note made by the Defendant A. C Ault dated the first day of March A. D. 1879 due one day after date which note, with the warrant of attorney thereto annexed is hereto attached the sum of Fourteen Hundred and Forty Dollars and — cents with interest thereon at 8 per cent per year from the 2nd day of March A. D. 1879. The Plaintiff further says that he is legal owner and holder of said note that the same is due and unpaid. Wherefore, the Plaintiff asks judgment against said Defendant for the sum of Fourteen Hundred and Forty Dollars and — cents, with interest at 8 % per annum from the 2nd day of March A. D. 1879

J. C. Edwards Attorney for Plaintiff

The State of Ohio, Marion County ss. John McWilliams the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true.

(signed) John McWilliams

Subscribed by John McWilliams in my presence and sworn to by him before me this 30th day of April A. D. 1879.

(Seal) B. Y. Young Notary Public Marion Ohio

Copy of note

"$ 1440 One day after date, for value received, we jointly and severally promise to pay John McWilliams or order Fourteen Hundred and Forty Dollars with interest at 8 per cent per annum after maturity, until paid. And we hereby authorize and empower any Attorney at Law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without Process, in any Court of Record in the State of Ohio, or elsewhere and confess a judgment for the said amount, interest and cost, in favor of the payee, legal holder indorsee or assignee hereof, and release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal the stay of execution and the power and 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 judgment; and our said Attorney is hereby authorized to enter such release in said judgment

Witness our hands and seals this 1st day of March A. D. 1879

(signed) A. C. Ault (Seal)

Answer

John McWilliams Plaintiff } In Court of Common Pleas, Union
vs. } County, ss.
A. C. Ault Defendant

And now come A. C. Ault the above named Defendant, by the undersigned J. L. Cameron Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff, the holder of the note described in Plaintiff's petition and against the above named defendant, for the sum of Fourteen hundred and fifty nine Dollars and twenty cents the amount appearing due for Principal and interest on said note and also consent that judgment be entered in the same manner

Entry

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against Defendant for costs of this action, and all errors are hereby released and Defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

Marysville May 1st A. D. 1879 J. L. Cameron Atty for Dft

Entry

John McWilliams Plaintiff
vs.
A. C. Ault Defendant

This day came the Plaintiff by J. E. Davids his attorney, and thereupon came J. L. Cameron one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of Process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs Petition, the sum of $\$145\frac{20}{100}$. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $\$145\frac{20}{100}$ so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal and all right to file a petition in error are waived.

Attest H. M. Hinget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Hereto for to wit: on the 10th day of May 1879 a Petition, answer and entry was filed with the Clerk of said Court which reads as follows viz:

Peoples Banks Plaintiff
vs
Allen Listen, Elijah Listen, J. J. Anderson

The State of Ohio, Union County. ss In the Court of Common Pleas.

Petition

The Plaintiff says it is a copartnership formed for the purpose of carrying on business within the state of Ohio and not incorporated. The above named plaintiff further says that there is due to it from Allen Listen, Elijah Listen and J. J. Anderson Defendants, on a promissory note made by the Defendants Allen Listen, Elijah Listen and J. J. Anderson dated the 7 day of February A. D. 1879 which note with the warrant of attorney thereto annexed, is hereto attached, the sum of Three hundred and Fifty two Dollars, with interest thereon at 8% from the 7 day of April A. D. 1879. The plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid. Whereupon the Plaintiff asks judgment against said Defendants for the sum of Three hundred and Fifty two Dollars, with interest at 8% from the 7th day of April A. D. 1879.

Carpenter & Brodrick Attys for Pl'ff

The State of Ohio, Union County, ss A. J. Carpenter being sworn says that he is one of the attorneys of the above named Plaintiffs duly authorized in the premises- That this the plaintiffs action is founded upon a written instrument for the payment of money only, now in plaintiffs possession- Affiant further says the facts stated and allegations contained in the foregoing petition are true as affiant verily believes.

A. J. Carpenter

Subscribed by A. J. Carpenter in my presence, and sworn to by him before me, this 10th day of May a. D. 1879. H. M. Hinger Clerk

Copy of note

$352.00 Marysville, Ohio, February 7th 1879 Sixty days after date, as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at their office in Marysville, Ohio Three hundred and Fifty Two 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, with eight Per cent 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 7th day of February 1879

Allen Listen (Seal) Elijah Listen (Seal) J. J. Anderson (Seal)

Answer

The Peoples Bank Plaintiff

vs.

Allen Listen, Elijah Listen, J. J. Anderson

In Court of Common Pleas Union County ss.

And now come Allen Listen, Elijah Listen & J. J. Anderson the above named Defendants, by the undersigned George O. Hamilton Attorney, and waive the issuing and service of Process in this case and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs petition and against the above named Defendants, for the sum of three hundred and Fifty four Dollars and 50 cents, the amount appearing due for Principal and interest on said note and also consent that judgment be entered in the same manner against Defendants for Costs of this action, and all errors are hereby released and Defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived- May 10 a. D. 1879. "George O. Hamilton" Atty for Defts

Entry

The Peoples Bank, Plaintiff

vs.

Allen Listen, Elijah Listen & J. J. Anderson

This day came the Plaintiff by Carpenter & Brodrick attorneys and thereupon came George O. Hamilton one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in Open Court and duly sworn waived the issuing and service of Process and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendants to said Plaintiff as

Petition

Copy of note

$120.00

tiff as is alleged in said Plaintiff's Petition, the sum of $35.50
It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $35.50 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released and all right of appeal, and all right to file a petition in error are waived.

Attest H. M. Winget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 21st day of April A. D. 1879. Heretofore to wit on the 3rd day of May A. D. 1879 a Petition, Answer and Entry was filed with the Clerk of said Court which reads as follows viz:

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

Petition

P. E. Barnes Plaintiff
vs
Charles Donigan and Jeremiah Donigan

P. E. Barnes the above named Plaintiff says that there is due to him from Charles Donigan and Jeremiah Donigan the Defendants on a promissory note made by the Defendants dated the 21st day of May A. D. 1878, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of one hundred and twenty Dollars with interest thereon at 8% from the 21st day of May A. D. 1878. The Plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Thereupon, the Plaintiff asks judgment against said Defendants for the sum of one hundred and twenty Dollars, with interest at 8% from the 21st day of May A. D. 1878. "S. S. Gardiner" Atty for Pl'ff.

"The State of Ohio, Union County, ss. S. S. Gardiner being sworn says that he is the attorney of the above named Plaintiff & says that he believes the statement in the foregoing Petition to be true. He further says that this action is upon a written instrument for the payment of money only, which is in his possession.

(signed) S. S. Gardiner

Subscribed by S. S. Gardiner in my presence and sworn to by him before me this 3rd day of May A. D. 1879.

H. M. Winget Clerk

Copy of note

$120.00 April 1st after date for value received, we jointly and severally promise to pay P. E. Barnes or order at One hundred and twenty Dollars with use at eight from date and with interest at the rate of 8 per cent per annum and all unpaid principal and interest after due until paid; interest to be computed every year, with 5 per cent attorney fee if collected. 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 appear for us, or either of us, in any of said Courts at any time after the above note becomes due and confess 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 rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue 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 and seals this 21st day of May 1878. Charles Donigan [SEAL] Jeriniah Donigan [SEAL]

Answer

P. E. Barnes Plaintiff
vs.
Charles Donigan and Jeriniah Donigan

In Court of Common Pleas.
Union County ss.

And now come Charles Donigan and Jeriniah Donigan the above named Defendants by the undersigned A. T. Carpenter Attorney and waive the issuing and service of Process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in Plaintiffs petition, and against the above named Defendants for the sum of $129 Dollars and 4 cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against Defendants for costs of this action and all errors are hereby released and Defendants right to appeal, in this case is hereby waived. May 3rd A. D. 1879.

A. T. Carpenter Attorney for Defendants

Entry

P. E. Barnes Plaintiff
vs.
Charles Donigan & Jeriniah Donigan

This day came the Plaintiff by S. S. Gardiner Attorney, and thereupon came A. T. Carpenter One of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of Process and Entered a Appearance of said Defendants herein and by virtue of the same warrant of Attorney confess that there is due from said defendants to said Plaintiff as is alleged in said Plaintiffs Petition the sum of $129 cts. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $129 cts so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal and all right to file a petition in error are waived.

Attest W. M. Winget Clerk

Petition 2836

Pleas before
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Pleas before his honor John L. Porter Judge of a court of common pleas begun and held at the the court house in the town of Marysville within and for the county of Union and State of Ohio on the 21st day of april 1878. Heretofore to-wit: On the 26th day of March A.D. 1878 a petition was filed with the Clerk of said Court which reads as follows.

Petition 2836

Mary Long Plaintiff
vs
Samuel Long, Lewis Felkner & Richard M. Long Defendants

In the Court of Common Pleas of Union County Ohio.

The plaintiff says; She has been a resident of the State of Ohio for more than the year last past and is at present a bona fide resident of the County. On or about the 5th day of Sept 1867 at W Edsons in the county of Union and State of Ohio She was married to the defendant and She has ever since conducted herself toward the said Samuel Long as a faithful and obedient. She petitioner as the result of the said marriage has two Children to wit; Cordell Long aged 8 years and Frank Long aged 5 years both of whom are kept and provided for by the said plaintiff.

The defendant regardless of his marital duties toward the petitioner has been guilty of habitual drunkeness for more than three years last past. has also been guilty of gross neglect of duty and extreme cruelty and has neglected and refused to aid petitioner in the support or maintainance of the said Children. Your petitioner avers that the said Samuel Long has an interest in the estate of Samuel Long sr. and which estate now consists of Money and Claims in the hands of Lewis Felkner who is Administrator of the said Estate and who resides in the County of Delaware Ohio, and which Estate as the petitioner avers ought to be applied to the support and maintainance of the petitioner and the said Children. The said Lewis Felkner as the petitioner avers has the control of said estate.

The petitioner says that said defendant Samuel Long threatens to sell and dispose of his interest in said estate for money and appropriate the same to his own use and wholly deprive the petitioner and the said Children any benefit therefrom.

The said defendant Samuel Long has as the plaintiff is informed and charges made to one Richard M. Long an assignment of his interest in said Estate but the petitioner avers that the same is wholly without consideration and done with intent to defraud and deprive the petitioner and said Children of said Estate.

The said Samuel Long defendant has no other estate or property and if allowed to deprive the plaintiff and said Children of the Estate aforesaid the would be left entirely destitute.

Your petitioner asks that the said Lewis Felkner may be required to answer and set forth the nature and amount of the estate and property of the said Samuel Long defendant in his possession or under his control and the said Richard M Long may be required to answer and set forth what claim if any he has upon said Estate and that all of the said parties may be enjoined from disposing of or in any manner changing or interfering with said Estate until the final hearing hereof, and upon final hearing there that said property may be decreed to the petitioner as alimony for herself and her Children and that the petitioner may be divorced and granted such reasonable alimony as may to the court seem just and that She have the custody and guardianship of said Children and for all proper relief. Cameron & Benton Attys

State of Ohio Union County ss. Mary Long being Sworn says the facts stated in her petition are true. Mary Long.

Sworn to before me by said Mary Long and by her subscribed in my presence this 26th day of March 1878. W. M. Winget Clerk.

Let an injunction issue in the above case as prayed for by the peaintiff until

further orders in this behalf. John L. Porter Judge 3d Judicial District.

Praecipe — Clerk. Issue Summons and copy of Petition to the Sheriff of Union County Ohio for Sament Long - Issue Summons Injunction allowed - to Delaware County Summons for Lewis Felbner and Richard M. Long. Injunction allowed.

C & B

Summons copy of this petition deposited in P.O. Marysville & directed to Samuel Long. Dayton O April 8th 1878. J. L. Cameron

Entry — Afterward on the 3d day of April 1878 a Summons was issued by the clerk of said Court which reads as follows viz:

Summons — The State of Ohio Union County ss To the Sheriff of the County of Delaware Greeting:

We command you to notify Lewis Felbner and Richard M. Long that they are have been sued by Mary Long in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of May A.D. 1878 the petition of the said Mary Long against them filed in the Clerk's 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. 1878. W. M. Wright - Clerk.

Endorsement - I hereby acknowledge Service and enter my appearance

L. C. Felbner

I hereby acknowledge Service and enter my appearance -

R. M. Long

Entry — Afterward on the 6th day of May A.D. 1878. a 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 the County of Union Greeting:

We command you to notify Sament Long that he and others have been sued by Mary Long in the Court of Common Pleas of Union County, and that unless they answer by the 8th day of June A.D. 1878 the petition of the said Mary Long 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 May A.D. 1878.

Seal — Witness my hand and the Seal of said Court, this 6th day of May A.D. 1878. W. M. Wright Clerk.

Issued. Injunction allowed.

Sheriffs Return — The State of Ohio Union County, ss. Received this writ - May 6th 1878. at 4 Oclock P.M., and pursuant to its command, Served the same the same day by delivering to the within named Sament Long a certified copy of this writ - with the Endorsements thereon and at the same time delivered to the said Sament Long a certified copy of Petition for divorce

Fees .50 J. J. Miller Sherriff.

Afterward on the 23d day of September 1878 an answer was filed with the Clerk of said Court which reads as follows;

Mary Long Plaintiff
vs
Sament Long, Lewis Felbner & R. M Long Defendants

Answer — In the Court of Common Pleas of Union County Ohio

Now comes Lewis Felbner and for answer to plaintiffs petition says, that he has and holds of the Estate of Sament Long deceased the Sum of about Two Thousand dollars and that the said Sament Long one of the defendants herein named is one of the heirs he being one of Eight heirs of said estate and that the said Two Thousand dollars is subject to some debts. The amount of said indebtedness is wholly unknown to this defendant, as said Estate is now being Litigated.

Cameron & Benton

State of Ohio Union County ss. Lewis Felbner being first duly Sworn according

No 3175 — Petition

to law deposes and says, the facts stated and allegations made in the foregoing answer are true as he verily believes. L. S. Felkner

Sworn to before me and Signed in my presence this 23d day of Sep 1878.

W. M. Winget Clerk

On the 17th day of May 1878 an entry was made on the Journal of said Court which reads as follows

Entry

Mary Long
vs
Vament Long et al } No 2836

On motion of the plaintiff by her attorneys Vanmeter & Benton and good cause shown it is ordered that she be allowed the sum of forty dollars for the support and maintenance of herself and 2 children during the continuance of this action and for the expenses of conducting this action. It is therefore ordered that Vament Long pay to the said plaintiff or her attorneys Vanmeter & Benton the sum of forty dollars immediately on the service of this order and the same is made a lien upon funds in the hand of L. S. Felkner and in default of such payment for 10 days Execution is allowed to issue therefor, and it is further ordered that said L. S. Felkner pay said sum out of any funds in his hands belonging to said Vament Long.

Afterward on the 15th day of May 1879 an Entry was made on the Journal of said Court which reads as follows;

Entry

Mary Long
vs
Vament Long et al } No 2836

And now come the said plaintiff by her attorneys and this cause came on to be heard upon the petition and evidence and consideration thereof the court finds the petition to be true, and that said defendant is guilty of habitual drunkenness and gross neglect of duty as therein charged. It is therefore decreed that the Marriage relation heretofore existing between said parties be and the same is hereby set aside and wholly annulled and both the said parties released from the obligations of the same. And it is further ordered that the custody and guardianship of said children be and the same is given to the plaintiff

It is further ordered and decreed that the defendant pay the plaintiff as her reasonable alimony the sum of Four Hundred dollars within thirty days from the rising of the court, and the same is made a lien and charge upon the funds in the petition described, in the hands of said Felkner Administrator. And said Felkner is ordered to pay the same over to the plaintiff to the full amount herein decreed, and also the cost of this proceeding. And that the plaintiff recover of the defendant her costs herein expended

Attest W. M. Winget, Clerk.

Pleas before his Honor John L. Porter Judge. at a court of Common Pleas begun and held at the Court house in the Town of Marysville, within and for the county of Union and State of Ohio. on the 21st day of April A. D. 1879. Heretofore to wit; on the 2d day of January AD 1879 a petition was filed with the clerk of said court which reads as follows viz;

No 3175

Petition

Silas H. Poling Plaintiff
against
Christopher Oliphant. Mary Oliphant
James Williams John Barns and
Paschal Sparin defendants } In the court of common Pleas of Union County Ohio

No 3175
Petition

Vilan H. Poling-Plaintiff
Against-
Christopher Oliphant Mary Oliphant
James Williams John Barnes and
Paschal Spain Defendants

In the Court of Common Pleas of Union County Ohio.

Plaintiff says; That on the 5th day of November 1877 the defendant Christopher Oliphant made and delivered his promissory note to Philip Snider of which the following is a copy; $255.12/100 Marysville O. Nov 5th 1877- twelve months after date I promise to pay to the order of Philip Snider two hundred fifty four and 12/100 dollars at 8% int after due value received. Due Nov 5th 1878. Christopher Oliphant- endorsed " Philip Snider. There are no other or further indorsements on said note-

Plaintiff says that he is now the legal owner and holder of said note by indorsement and transfer from said Philip Snider to him.

Plaintiff says that the defendants Christopher Oliphant and Mary Oliphant on the 5th day of November A.D. 1877. to secure the payment of said note executed & delivered to said Philip Snider their Mortgage deed and thereby conveyed to the said Philip Snider his heirs and assigns the following lands and tenements situate in said County of Union State of Ohio and in the Township of Allen and being part of Virgina Military Survey No 4112 commencing in the county road in the westerly line of said survey and in the south west corner of a lot of land now owned by William Shinneman, thence N 53 3/4° E with Shinnemans line 90 2/25 rods to a stone corner of a Lot of land owned by Henry Polings, thence S. 36° E with said Polings line 26 4/25 rods to a stone, thence S 53 3/4° W 90 2/25 rods to said county road to a stone. thence N. 36° W. 26 4/25- rods to the beginning containing fifteen acres,

The conditions contained in said mortgage deed was in substance that if the said note calling for Two hundred fifty five and 12/100 dollars at 8% int after maturity one one year after date should be paid to the said Philip Snider his heirs or assigns when the same should become due then said mortgage to be void-

Plaintiff says that on the 6th day of November 1877 at 11 o'clock A.M. the said Mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 7th day of November 1877 in Record of Mortgages Vol 13 Page 546-

Plaintiff says that on the 23rd day of November 1877 the said Philip Snider Sold, assigned and transfered said Mortgage to said Plaintiff which assignment is written on said Mortgage and is the words and figures following.

For value received I hereby assign and set over all my right-title and interest in and to the within described note and Mortgage to Silcen H. Poling this 23rd day of November 1877. Philip Snider.

Plaintiff says that he is now the legal owner and holder of said Mortgage, that said deed has become absolute, and that there is due and remaining unpaid upon said indebtedness the sum of Two hundred fifty five and 12/100 dollars with eight per cent. interest thereon from the 5th day of November 1878.

Plaintiff says that since the execution of said note and mortgage he is informed and believes that the said Christopher Oliphant has by assignment for the benefit of creditors transfered his interest in said premises to the defendant James Williams.

Plaintiff is informed and believes that the defendants John Barnes and Paschal Spain claim some interest in said premises. Plaintiff therefore asks that said defendants James Williams John Barnes and Paschal

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Spain be required to appear and set up by answer hereto their claims if any they have said premises, and that said mortgage may be foreclosed said premise ordered to be sold and the proceeds applied to the payment of said debt. J.M. Brodrick Attorney for Plff.
State of Ohio Union County ss. Silan H. Poling being duly sworn states with that the facts stated in the foregoing petition are as he believes true. Silan H. Poling.
Sworn to by said Silan H. Poling before me and by him signed in my presence this 2d day of January A.D. 1879. A.J. Carpenter. Notary Public.
To the Clerk. Issue Summons on the within petition to said defendants directed to the Sheriff of Union County Ohio. Endorse "Foreclosure of Mortgage. Amt claimed $286 12/100 with 8 p cent from Nov 5th 1878. Jno M. Brodrick. Atty for Plff
Afterward on the 2d day of January 1879 Alias Summons was issued by the Clerk of said Court which reads as follows viz;
Summons The State of Ohio Union County ss. To the Sheriff of the county of Union Greeting:
We command you to notify Christopher Oliphant Mary Oliphant James Williams John Barnes and Paschal Spain that they have been sued by Silan H. Poling in the Court of Common Pleas of Union County, and that unless they answer by the 1st day of February A.D. 1879. the petition of the said Silan H. Poling 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. 1879. Witness my hand and the Seal of said Court this 2d day of January 1879. W.M. Wright, Clerk.
Sheriff's Return The State of Ohio Union County. ss. Received this writ January 10th 1879. at 9 o'clock A.M. and pursuant to its command, I Served the same January 10th 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of John Barnes and on the 11th day of January 1879 by delivering a certified copy thereof with the endorsements thereon to the within named Paschal Spain.
We hereby waive the issuing and service of Summons and enter an appearance herein, Christopher Oliphant. Mary Oliphant. James Williams by Lemuel and Benton Allen attorneys, Fees $2.35 Y.P. Miller Sheriff by Jno Reed Dep't
Afterward on the 3d day of January 1879. an Entry was made on the Journal of said Court which reads as follows viz;

Silan H. Poling Plaintiff
Against
Christopher Oliphant et al Defendants } In the Court of Common Pleas of Union County Ohio

Cmts 175

This day this cause came on for hearing and was submitted to the Court upon the pleadings and evidence, on consideration whereof the Court find that the defendants Christopher Oliphant and Mary Oliphant executed and delivered to Philip Snider the Mortgage sued in the petition described and on the premises therein described, that said mortgage was duly recorded on Book 13 page 346 of the Records of Mortgages of Union County and is the first and best lien on the premises described in the petition; that on the 23d day of November 1877 the said Philip Snider sold, assigned and transfered all his right title and interest in and to said mortgage to the plaintiff and that said plaintiff is now the legal owner and holder thereof.
The Court further find that the condition of defeasance in said mortgage has been broken and that the plaintiff is thereby entitled to have the said defendants equity of redemption foreclosed. It is therefore considered and decreed that unless the said defendants shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to said

plaintiff the sum of two hundred Sixty and two dollars with eight per cent interest from the 3d day of February 1879 according to the terms of said Mortgage deed, the defendants equity of redemption be foreclosed and said premises shall be sold and an order of Sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order, and this cause is continued as to all other questions.

Afterward on the 28th day of February 1879 an order of Sale was issued by the Clerk of said Court - which reads as follows. Viz;

Order of Sale

The State of Ohio, Union County, ss. To the Sheriff of said County Greeting;

Whereas at a term of the Court of Common Pleas, held at Marysville in and for said County of Union on the 3d day of February A.D. 1879 in the cause of Silom H. Poling plaintiff and Christopher Oliphant et al. Defendants it was ordered adjudged and decreed as follows, to wit; That you proceed to appraise advertise and sell according to law the Lands & tenements as follows, to-wit; Situated in Allen Township part of Survey No 11312, Commencing in the County Road in the Westerly line of said Survey & in the South west corner of a Lot of Lance now owned by William Shimmerman. Thence N 55-3/4° E with Shimmermans line 90 3/25 rods to a stone corner of a Lot of Land owned by Henry Poling. Thence S 36° E with said Polings line 26 1/25 rods to a stone. Thence S 55-3/4° W 90 3/25 rods to said County Road to a Stone. Thence N 36° W 26 1/25 Rods to the beginning containing fifteen acres.

You therefore command you, That you proceed to carry said order, Judgment and decree into execution agreable to the tenor thereof, and that you expose to sale the above described real Estate under the Statute regulating Sales on execution, & that you apply the proceeds of such Sale in satisfaction of said Judgment and costs with costs and interest, as Specified therein; and that you make report of your proceedings herein, to our Court of common pleas, within sixty days from the date hereof, and bring this order with you. Witness My Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville This 28th day of February A.D. 1879. W. M. Mingst Clerk By Taber Brandale Deputy Clerk.

Entry of Confp

Sheriffs Return

The State of Ohio Union County ss

In obedience to the command of the order of Sale hereto annexed, I did, on the 8th day of March 1879 Summon William Jenkins, Cyrus Poling and Winfred Carpenter three disinterested freeholders of said County, who were by me duly sworn to view and appraise the Lands and tenements therein described; and afterward on the 8th day of March A.D. 1879, said appraisers returned to me under their hands and Seals, that they did, upon actual view of the premises, estimate and appraise the real value in Money of the same at thirty dollars per acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 18th day of March 1879, I caused to be advertised in the Union County Journal (a newspaper printed and published and of general circulation in Union County) said Lands and tenements to be Sold at Public Sale, at the door of the Court house of said County, on the 12th day of April A.D. 1879, at One o'clock P.M. of said day. And having advertised the said Lands and tenements for more than Thirty days previous to the day of Sale, to-wit; five consecutive weeks and in pursuance to said notice, I did, on said 12th day of April A.D. 1879 at the time and place above mentioned, proceed to offer said Lands and tenements at public Sale at the door of said Court house, and then and there came Silom H. Poling who bid for the same the Sum of three hundred and one dollars and said sum being more than two-thirds of the appraised value thereof; and said Silom H. Poling being the highest and best-

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Filed March 29th 1879 The State of Ohio Union Court Court of Common Pleas

Silam H. Poling
vs
Christopher Oliphant & al } Order Sale,

By virtue of the above Stated writ to him said Court to me directed I will offer at public Sale at the door of the Court house in Marysville Ohio on Saturday April 12th 1879 at or about the hour of one O'clock P. M. the following property to-wit Situated in Allen Township and part of Survey No 1312. Commencing in the County road in the Westerly line of said Survey and in the South-west corner of land now owned by William Shimmerman; thence North 33¾ degrees East with Shimmans line 90 2/25 rods to a stone, corner of a lot of land owned by Henry Poling; thence South 36 degrees East with said Polings line 26 11/25 rods to a Stone; thence South 53¾ degrees West 90 2/25 rods to said County road to a stone; thence North 36 degrees West 26 11/25 rods to the beginning containing fifteen acres, Appraised at $30.00 per acre. Terms Cash J. J. Miller Sheriff of Union County, Ohio. J. M. Broderick atty for Plaintiff Marysville Ohio March 10th 1879. 40-3-87 $900

The State of Ohio, Union County, ss. C. M Horton being duly Sworn, says that a copy of the annexed notice was Published for five consecutive Weeks in the Union County Journal a newspaper of general circulation in the County of Union the first publication beginning with March 10th 1879. C. M. Horton, Sworn to and Subscribed before me, this 29th day of April 1879. W. M. Wright Clerk

Afterward on the 29th day of April 1879 an entry was made on the Journal of Said Court which reads as follows, viz;

Entry of Confs

Silam H. Poling - Plaintiff
vs
Christopher Oliphant & al Defendants } In the Court of Common Pleas Union Co. O.

This day this cause came on for hearing on motion of the plaintiff to confirm the Sale heretofore made and this proceedings the return of the Sheriff of the Sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of the court it is ordered that said proceedings and Sale be and they are hereby approved and confirmed, And it is further ordered that the said Sheriff Convey to Lester W Cline, who purchased the said Lands from the purchaser Silam H. Poling, by deed in fee Simple of the Lands and Tenements Sold and a writ of possession is awarded to put said Lester W. Cline in possession of said premises, And the Court coming now to distribute the proceeds of said Sale amounting to $301.00 - It is ordered that the Sheriff out of the money in his hands pay 1st the Taxes on said premises amounting to $10.69 - 2d The costs in this action taxed at $29.38 - 3d To the plaintiff the residue of said Money amounting to $261.02.

W. M. Wright - Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 20th day of May A. D. 1878. Hereinafore to wit: on the 20th day of November 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

John G. Mitchell Plaintiff

vs.

Petition — Jacob Schuck, Elizabeth Schuck John R. Williams and Abram Schneider

Court of Common Pleas, Union County Ohio. Petition

1st Cause of action. The Plaintiff says: That this his first cause of action is founded on a promissory note, of which the following is a copy,

"$250.00 Columbus Ohio October 9th 1872

"On or before the 25th day of December 1875, for value received "we jointly and severally Promise to Pay to John R. Williams or order the sum of Two Hundred and fifty dollars with six Per cent interest payable annually from the 25th day of Decem. "ber 1873" (Signed) Jacob Schuck, Elizabeth Schuck"

Said Promissory note is endorsed as follows, "For value received I hereby assign and transfer the within note with all interest accrued and accruing thereon to Mary A. Long, her heirs or assigns, without recourse on me, Columbus Ohio Sep. tember 7th 1874" (Signed) "John R. Williams"

Also the following endorsement. "Pay to the order of John G. Mitchell without recourse" (Signed) "Mary A. Long"

Also, "Interest Paid to December 25th 1874." No other Payments have been made thereon, All of said endorsements and transfers were made long before said Promissory note became due, and they were each founded upon a full, fair and valuable Consideration, between the Parties respectively. There is due from the defendants Jacob Schuck and Elizabeth Schuck to the Plaintiff on said Promissory note the sum of Two Hundred and fifty dollars with interest from December 25th 1874. Payable annually. Wherefore the Plaintiff asks judgment against the defendants Jacob Schuck and Elizabeth Schuck on this his first Cause of action, for the sum of Two Hundred and fifty dollars with interest from December 25th 1874 payable annually.

2nd Cause of action: The Plaintiff says, that this his second cause of action is founded upon a Promissory note of which the following is a copy, with all the credits and indorsements thereon. "$250 Columbus Ohio, October 9th 1872 "On or before the 25th day of December 1876 for value received we jointly and severally Promise to pay John R. Williams or order the sum of Two Hundred and fifty dollars with six Per cent interest payable annually from the 25th day of December 1873"

(Signed) "Jacob Schuck" "Elizabeth Schuck"

Said Promissory note is endorsed as follows, "For value received I hereby assign and transfer the within note with all interest accrued and accruing thereon to Mary A. Long her heirs and assigns without recourse on me. Columbus O. Septr 7th 1874.

(Signed) "John R. Williams"
Also. "Pay to the order of John G. Mitchell without recourse.
(Signed) "Mary A. Long" Also the following, "Interest paid to December 25th 1874." No other payments have been made thereon, Each of said indorsements were made long before said promissory note became due, and they were each founded upon a full, fair and valuable consideration, between the parties thereto. There is due from the defendants Jacob Schunck and Elizabeth Schunck to the plaintiff, on said promissory note, the sum of Two Hundred and fifty dollars with interest from December 25th 1874, payable annually. Whereon the plaintiff asks judgment against the defendants Jacob Schunck and Elizabeth Schunck on this his second cause of action, for the sum of Two Hundred and fifty dollars with interest thereon from December 25th 1874 payable annually. 3rd Cause of action. The plaintiff for this his third cause of action says: That on or about the 9th day of October 1872, the defendants Jacob Schunck and Elizabeth Schunck made and delivered to the defendant John R. Williams their promissory note of that date, of which the following is a copy together with the endorsements thereon, "$250.00 Columbus Ohio, October 9th 1872, On or before the 25th day of December 1877 for value received, we jointly and severally promise to pay to John R. Williams or order the sum of two Hundred and fifty dollars with six per cent interest payable annually from the 25th day of December 1873 (Signed) "Jacob Schunck" "Elizabeth Schunck" And thereby the said defendants Jacob Schunck and Elizabeth Schunck promised to pay to the said John R. Williams or order the sum of Two Hundred and fifty dollars, on or before the 25th day of December 1877 with interest from the 25th day of December 1873 payable annually for value received. Said promissory note is endorsed as follows, "For value received I hereby assign and transfer the within note, and all interest accrued and accruing thereon, to Mary A. Long her heirs and assigns, Columbus O. Sctober 7th 1874 (Signed) John R. Williams. Also, "Pay to the order of John G. Mitchell without recourse" (Signed) "Mary A. Long" Also the following, "Interest paid to Dec. 25th 1874. Each of said indorsements were made long before said promissory note became due, and prior to the 25th day of December 1874. when said interest was paid by said Jacob Schunck to said John G. Mitchell and each of said transfers were made upon a full, fair and valuable consideration between the parties to them respectively. No further payments have been made on said promissory note. The principal sum of said note is not yet due, but there is due from the defendants Jacob Schunck and Elizabeth Schunck as interest on said note, to the plaintiff, the sum of Thirty dollars, with interest on fifteen dollars from December 25th 1875, and interest on fifteen dollars from December 25th 1876.

And on the 25th day of December 1877 the Principal sum of said note will fall due - together with interest thereon for one year at six Percent or from December 25th 1876. Wherefore the Plaintiff asks judgment against the defendants Jacob Schnick and Elizabeth Schnick on this his third cause of action, for the sum of Thirty dollars with interest on fifteen dollars from December 25th 1875 - and interest on fifteen dollars from December 25th 1876. And that he may have judgment for the Principal sum of $250.00 with interest from December 25th 876 when the same shall have become due, which will be December 25th 1877.

His Cause of action, For his fourth cause of action, the Plaintiff says, that the defendants Jacob Schnick and Elizabeth Schnick on or about the 9th day of October 1872 and of that date, to secure the payment of the three Promissory notes mentioned and set forth in his first, second and third causes of action herein, as well as certain other Promissory notes in the condition of the mortgage herein after mentioned, described and referred to, executed and delivered to the defendant John R. Williams their mortgage deed and thereby conveyed to the said John R. Williams his heirs and assigns, the following lands and tenements situate in said County of Union Ohio, and bounded and described as follows: Being part of U. M. Survey No. 5139 Beginning at a stone in the center of the road leading from Pleasant Valley to Marysville, Northwesterly corner to a lot deeded to Nathan M. Conrad; Thence north 42° West 40 poles to a stake, corner to a lot deeded to V. & E. Brown; thence North 53° East 209 poles to a stake corner to Browns lot; Thence S. 37° East 39 4/5 poles to a stake, corner to Nathan M. Conrad, (witness a black ash, 4 36° N. 7 links); Thence S. 53° W. 206 poles to the beginning containing fifty one and one fourth (51 1/4) acres. Being the same Premises conveyed to said Elizabeth Schnick by said John R. Williams and Mahala Ann Williams his wife by deed dated October 9th 1872. Said mortgage was made and delivered by the said Jacob Schnick and Elizabeth Schnick to the said John R. Williams to secure to the said John R. Williams his heirs or assigns the deferred payments owing by them to said John R. Williams on the purchase money for said lands, so conveyed by him to said Elizabeth Schnick. The condition contained in said Mortgage deed was as follows; "Provided always and these Presents are upon this condition that if the said Jacob Schnick and Elizabeth Schnick shall pay or cause to be paid unto the said John R. Williams or his heirs or assigns the amount of eight Promissory notes of even date herewith (October 9th 1872) executed by said Jacob Schnick and Elizabeth Schnick jointly and severally, to the said John R. Williams or order, and for the several amounts following to wit: One of said notes for the sum of One hundred and two dollars ($102.00) payable on or before the 25th day of December 1874 without interest, one of said notes for the sum of Two Hundred dollars ($200.00) payable on or before the 25th day of December 1874 with six Percent interest from the 25th day of December 1873. and six of said notes for the

sum of Two Hundred and fifty dollars ($250.00) each payable respectively on or before the 25th day of December of the years 1875- 1876- 1877- 1878- 1879 and 1880- all six with six per cent interest payable annually from the 25th day of December 1873 then these presents shall be void otherwise to remain in full force. On the 14th day of October 1872 at 2 oclock, P. M. said mortgage deed was delivered to the Recorder of Union County, Ohio to be by him recorded, and it was duly recorded on the 18th day of October 1872 in Volume number 9 Pages 414 and 415 of the records of Mortgages of said County. Then the said John R. Williams defendant sold and transfered the three notes, recited in Plaintiffs causes of action numbered one, two and three, herein, to said Mary A. Long, he also sold and transfred to her an interest in said mortgage to secure the payment of said promissory notes and made the following endorsement on said mortgage, to-wit: The Three notes of two hundred and fifty dollars ($350) each falling due respectively on the 25th day of December of the years 1875- 1876 and 1877 having been assigned and transfred, with all interest accrued and accruing thereon without recourse on me, to Mary A. Long her heirs and assigns. & also assign to her, her heirs and assigns my right and interest in and to the within mortgage so far as it regards the said three notes and interest. Columbus Ohio September 7th 1874. (Signed) "John R. Williams" Said assignment was duly recorded on the margin of the Record of said mortgage record by the recorder of Union County on the 2nd day of October 1874. The Plaintiff says, he is now the legal owner and holder of the said three promissory notes mentioned in the said indorsement on said mortgage by purchase from the said Mary A. Long, and for a full, fair and valuable consideration paid by him to the said Mary A. Long therefor; and that he is the equitable owner of the interest in said mortgage so transfred by the said John R. Williams to the said Mary A. Long to secure the same. The defendant Adam Snider claims to have some lien or estate in said premises, but the Plaintiff is ignorant of the extent thereof and does not know whether he has at this time any valid and subsisting lien upon said premises and he demands proof of the same. Plaintiff does not know whether any of the notes in the condition of said mortgage described have been paid or not; nor whether the defendant John R. Williams yet holds any of them. Plaintiff avers that his lien on said premises is a prior and better lien than the liens of the said John R. Williams and Adam Schneider if any they have. The said mortgage deed has become absolute. There is due to the Plaintiff and remaining unpaid upon said indebtedness to him the sum of five Hundred and ninety dollars ($590.00) with interest on $545.00 from December 25th 1876 and

interest on $45.00 from December 25th 1875 and there is yet to become due to him on the note mentioned in his third cause of action the sum of $250.00 with interest from December 25th 1876 which note is not due December 25th 1877. The Plaintiff asks that said mortgage may be foreclosed, the priorities of lien determined, the said lands and tenements ordered to be sold and the proceeds applied to the payment of the judgment or judgments to be rendered in his favor on his first second and third causes of action herein, and such other and further relief as equity may allow and the case require.

M. C. Lawrence Attorney for Plaintiff

The State of Ohio, Union County ss. M. C. Lawrence being sworn says, he is the attorney of the Plaintiff in the forgoing action duly authorized; that the Plaintiff is not a resident of Union County and is now absent therefrom; and that the facts stated and allegations contained in said 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 20th day of November A. D. 1877.

W. M. Huget Clerk

Praecipe

Mr. Clerk. You will issue a summons in the within action to the Sheriff of Union County for Jacob Schuck and Elizabeth Schuck his wife; and to the Sheriff of Franklin County Ohio, for John R. Williams and Adam Schneider. Endorse Each Summons. "Plaintiff asks judgment on three causes of action for $590.00 due, with interest on $545.00 from December 25th 1876. and interest on $45.00 from December 25th 1875 and will ask further judgment for $250.00 with interest from December 25. 1876 after it falls due, which will be December 25th 1877. And he also asks foreclosure of mortgage.

November 20th 1877. M. C. Lawrence Plaintiffs Attorney

And afterward on the 20th day of November 1877 a Summons was issued by the Clerk of said Court to Sheriff of Franklin County Ohio which reads as follows viz:

Summons

The State of Ohio Union County, ss. To the Sheriff of the County of Franklin Greeting We command you to notify John R. Williams and Adam Schneider that they and others have been sued by John G. Mitchell in the Court of Common Pleas of Union County and that unless they answer on the 22nd day of December A. D. 1877 the Petition of said John G. Mitchell against them filed in the Clerk's 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 3rd day of December A. D. 1877. Witness my hand and the seal of said Court this 20th day of November A. D. 1877. W. M. Huget Clerk

Endorsed "Plaintiff asks judgment on three causes of action for $590.00 due with interest on $545.00 from December 25th 1876 and interest on $45.00 from December 25th 1875 and will ask further judgment for $250.00 with interest from December 25th 1876 after it falls due which will be December 25th 1877 and also asks foreclosure

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Returned and filed November 23rd 1877

Endorsed as follows viz:

Return

"The State of Ohio, Franklin County ss. Received this writ November 22. A. D. 1877 at 9 oclock A. M., and pursuant to its Command November 22. 1877 I served each of the within named defendants by leaving a certified copy of this writ together with all the endorsements thereon at their usual place of residence Fees $2 — M. C. Howe Sheriff Franklin Co. By James McDowell Deputy

And on the same day (November 20. 1877) a summons was issued by the Clerk of said Court to the Sheriff of Union County which reads as follows viz:

Summons

The State of Ohio Union County, ss: To the Sheriff of the County of Union Greeting We command you to notify Jacob Schuck and Elizabeth Schuck his wife that they and others have been sued by John G. Mitchell in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of December A. D. 1877 the petition of the said John G. Mitchell against them filed in the Clerk's 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 December A. D. 1877. Witness my hand and the seal of said Court, this 20th day of November A. D. 1877. H. M. Hinget Clerk

(seal)

Endorsed "Plaintiff asks judgment on three causes of action for $590.00 due, with interest on $545.00 from December 25th 1876 and interest on $45.00 from Decem 25th 1875 and will further ask judgment for $250.00 with interest from December 25 1876 after it falls due, which will be December 25th 1877 and he also asks foreclosure of mortgage.

Returned and filed December 3d 1877 Endorsed as follows viz:

Return

The State of Ohio, Union County ss. Received this writ November 20th A. D. 1877, at 4 oclock P. M. and pursuant to its Command served the same November 21st 1877 by leaving at the residence of the within named Jacob Schuck a certified Copy of this writ with the endorsements thereon and at the same time by delivering to the within named Elizabeth Schuck a certified Copy of this writ with the endorsements thereon. Fees $2.00

J. J. Miller Sheriff

On the 21st day of December 1877 an answer and cross petition was filed with the Clerk of said Court which reads as follows viz:

Answer & Cross Pet. of Williams

Court of Common Pleas of Union County, Ohio.

John G. Mitchell Plaintiff

vs

Jacob Schuck et als. Defendants

The defendant John R. Williams now comes and for answer to the petition of the plaintiff says that he admits all that the plaintiff has alleged in the petition so far as it concerns him, except the allegation that plaintiff's "lien on the premises is a prior and better lien than the lien of the said John R. Williams" and as to that allegation he says that his (this defendants) lien on the premises described in the petition, to secure the amount due to him on the note for the sum of one hundred and two dollars

payable on or before the 25th day of December 1874 without interest and to secure the amount due to him on the note for the sum of Two Hundred dollars payable on or before the 25th day of December 1874 with six per cent interest from the 25th day of December 1873 is a prior and better lien than the lien of the said plaintiff, upon the lands and tenements in the petition and mortgage described. By way of cross petition against the said Jacob Schuck and Elizabeth Schuck his wife the said defendant John R. Williams says. 1st cause of action. For his first cause of action the said defendant says: That it is founded on a promissory note, of which the following is a copy with the endorsements, "$102.00 Columbus Ohio, October 9th 1872" "On or before the 25th day of December 1874 for value received, we jointly and severally promise to pay to John R. Williams or order the sum of one hundred and two dollars without interest." (Signed) "Jacob Schuck." "Elizabeth Schuck" Said promissory note is endorsed as follows, "December 8th 1873. Received on the within note Fifty 50/100 dollars" No other payments have been made thereon. There is due from the defendants Jacob Schuck and Elizabeth Schuck to this defendant on said promissory note the sum of forty nine and 50/100 dollars with interest from December 25th 1874. Whereupon the defendant John R. Williams, asks judgment against the defendants Jacob Schuck and Elizabeth Schuck on this his first cause of action for the sum of Forty nine 50/100 dollars with interest from the 25th day of December 1874. 2nd Cause of action. The defendant John R. Williams for his second cause of action against the defendants Jacob Schuck and Elizabeth Schuck his wife, says: that it is founded on a promissory note of which the following is a copy with all credits. "$200.00 Columbus Ohio, October 9th 1872 On or before the 25th day of December 1874 for value received, we jointly and severally promise to pay to John R. Williams or order the sum of Two hundred dollars, with six per cent interest from the 25th day of December 1873" (Signed) "Jacob Schuck." "Elizabeth Schuck" Said note is endorsed as follows, "Interest paid up to December 25th 1874." There is now due from the defendants to Jacob Schuck and Elizabeth Schuck to the defendant John R. Williams on said promissory note the sum of two hundred dollars with six per cent interest from the 25th day December 1874. Whereupon the said defendant John R. Williams asks judgment against the defendants to Jacob Schuck and Elizabeth Schuck on this his second cause of action for the sum of Two hundred dollars with interest from December 25th 1874.

3d Cause of action. The defendant John R. Williams for his third Cause of action against the defendants Jacob Schuck and Elizabeth Schuck says: That on or about the 9th day of October 1872 the said defendants Jacob Schuck and Elizabeth Schuck made and delivered to him, their promissory note in writing of that date of which the following is a copy - together with all credits thereon: "$250.00 Columbus Ohio, October 9th 1872. On or before the 25th day of December 1878 for value received we jointly and severally promise to pay to John R. Williams or order the sum of Two Hundred and

fifty dollars with six per cent interest payable annually from the 25th day of December 1873." (Signed) Jacob Schnuck, Elizabeth Schnuck."
And thereby the said Jacob Schnuck and Elizabeth Schnuck promised to pay to the said John R. Williams or order the sum of Two Hundred and fifty dollars, on or before the 25th day of December 1878, with interest from the 25th day of December 1873, payable annually, for value received. Said promissory note is endorsed as follows: "Interest paid up to December 25th 1874" and no further payments have been made thereon. The principal sum of said note is not yet due, but there is due from the defendants Jacob Schnuck and Elizabeth Schnuck as interest on said note to the defendant John R. Williams the sum of Thirty dollars, with interest on Fifteen dollars from December 25th 1875, and interest on fifteen dollars from December 25th 1876; and there will become due on the 25th day of December 1877 a like sum of fifteen dollars, and on the 25th day of December 1878, the Principal sum of said note will fall due together with interest thereon for one year at six per cent interest from December 25th 1877. Whereupon the said defendant John R. Williams asks judgment against the defendants Jacob Schnuck and Elizabeth Schnuck, on this his third cause of action, for the sum of Thirty dollars, with interest on fifteen dollars from December 25th 1875, and interest on fifteen dollars from December 25th 1876, and that he may have judgment for the sum of fifteen dollars with interest from December 25th 1877 after the same becomes due and for other interest and the Principal sum of $250.00 as they fall due.

Fourth Cause of Action

The defendant John R. Williams for his fourth cause of action against the defendants Jacob Schnuck and Elizabeth Schnuck says: That on or about the 9th day of October 1872 the said defendants Jacob Schnuck and Elizabeth Schnuck made and delivered to him their promissory note of that date of which the following is a copy, together with all the credits and endorsements thereon, "$250.00 Columbus Ohio October 9th 1872" "On or before the 25th day of December 1879, for value received we jointly and severally promise to pay to John R. Williams or order the sum of Two hundred and fifty dollars, with six per cent interest payable annually from the 25th day of December 1873." (Signed) "Jacob Schnuck. "Elizabeth Schnuck" Said promissory note is endorsed as follows, "Interest paid up to Dec, 25th 1874. And thereby the said defendants Jacob Schnuck and Elizabeth Schnuck promised to pay the defendant John R. Williams or order the sum of Two hundred and fifty dollars on or before the 25th day of December 1879. with interest from the 25th day of December 1873 payable annually for value received. No payments have been made thereon except the interest above stated to December 25th 1874. The principal sum of said note is not yet due, but there is due from the defendants Jacob Schnuck and Elizabeth Schnuck, to this defendant John R. Williams as interest on said promissory note the sum of thirty dollars

with interest on fifteen dollars from December 25. 1875 and interest on fifteen dollars from December 25. 1876; and there will become due on the 25th day of December 1877 a like sum of fifteen dollars, and on the 25th day of December 1878 and 1879 respectively, a like sum of fifteen dollars at each date, as interest on said promissory note, and the Principal sum of said Promissory note will fall due on the 25th day of December 1879. Wherefore the said defendant John R. Williams asks judgment against the defendants Jacob Schnuck and Elizabeth Schnuck, on this his fourth cause of action for the sum of Thirty dollars with interest on fifteen dollars from December 25. 1875, and interest on fifteen dollars from December 25th 1876 and that he may have judgment for the sum of fifteen dollars with interest from December 25th 1877 after the same shall become due and, for other interest and the Principal sum of $250.00 as they become due respectively. 5th Cause of action. The defendant John R. Williams for his fifth cause of action against the defendants Jacob Schnuck and Elizabeth Schnuck says: That on or about the 9th day of October 1872, the said defendants Jacob Schnuck and Elizabeth Schnuck made and delivered to him their certain other promissory note of that date, of which the following is a copy, together with all the credits and endorsements thereon, "$250 Columbus Ohio, October 9th 1872" On or before the 25th day of December 1880 for value received we jointly and severally promise to pay to John R. Williams or order the sum of Two Hundred and fifty dollars, with six per cent interest, payable annually from the 25th day of December 1873 (Signed) "Jacob Schnuck," "Elizabeth Schnuck" And thereby the said Jacob Schnuck and Elizabeth Schnuck promised to pay to the said John R. Williams or order the sum of Two Hundred and fifty dollars, on or before the 25th day of December 1880 with interest from the 25th day of December 1873 payable annually, for value received. Said promissory note is endorsed as follows, "Interest paid up to Dec. 25th 1874," and no other payments have been made thereon. The Principal sum of said note is not yet due, but there is due thereon from the defendants Jacob Schnuck and Elizabeth Schnuck to this defendant John R. Williams as interest on said note the sum of Thirty dollars, with interest on fifteen dollars from December 25th 1875 and interest on $15.00/100 from December 25th 1876, and there will become due on the 25th day of December 1877 a like sum of fifteen dollars; and on the 25th day of December 1878-1879 and 1880, respectively a like sum of $15.00 at each date, as interest, on said promissory note and the Principal sum of said promissory note will also fall due December 25th 1880. Whereupon the said defendant John R. Williams, asks judgment against the defendants Jacob Schnuck and Elizabeth Schnuck, on this his fifth Cause of action, for the sum of Thirty dollars, with interest on fifteen dollars from December 25. 1875, and interest on $15.00 from December 25th 1876 and that he may have judgment for the sum of fifteen dollars with interest from December 25th 1877 after it becomes due and

for other interest and the principal sum of $250 00 as they shall become due respectively. Sixth Cause of action - The defendant John R. Williams for his sixth cause of action, says: that the defendants Jacob Schunck and Elizabeth Schunck his wife, on or about the 9th day of October 1872, and of that date, to secure the payment of the five promissory notes mentioned and set forth in his first, second, third, fourth and fifth causes of action, herein, as well as to secure the three promissory notes set forth in the plaintiffs causes of action, numbered first, second and third respectively, together with the interest to accrue on each of the said eight promissory notes, executed and delivered to this defendant John R. Williams his heirs and assigns a mortgage deed and thereby conveyed to this defendant his heirs and assigns the lands and tenements situate in Union County Ohio, Part of V. M. Survey No. 539 Containing 3 1/4 acres more or less as described in the petition of the plaintiff and for the purpose of securing to him, the said John R. Williams his heirs and assigns the deferred payments on the purchase money for said lands as alleged in the petition - That the condition of said mortgage deed was as contained in said plaintiffs petition; and the said mortgage was recorded as in said petition alleged, and that said eight promissory notes, mentioned in said mortgage, and the amount of principal and interest due and to become due upon them, is a prior and first lien upon the lands so mortgaged to this defendant his heirs and assigns than the lien of the other defendant Adam Schneider - The said defendant John R. Williams further says that said mortgage deed has become absolute.

That there is now due to him and remaining unpaid upon said indebtedness from the said Jacob Schunck and Elizabeth Schunck, the sum of $249 50 with interest from December 25th 1874 on the note first mentioned in said mortgage; the sum of $200 00 with interest from December 25th 1874 - on the second note mentioned in said mortgage; the sum of $30 00 interest on the sixth note in said mortgage mentioned with interest on $15 00 thereof from December 25. 1875, and interest on $15 00 thereof from December 25. 1876; the sum of $30 00 interest on the seventh note in said mortgage mentioned with interest on $15 00 thereof from December 25th 1875; and interest on $15 00 thereof from December 25th 1876; And the sum of $30 00 interest, on the eighth note in said mortgage mentioned, with interest on $15 00 thereof from December 25th 1875 and interest on $15 00 thereof from December 25th 1876, making in all the sum of $339 50 due with interest on $249 50 from December 25th 1874 and interest on $45 00 from December 25th 1875, and interest on $45 00 from December 25. 1876, and to become due the sum of $45 00 interest on the 25th day of December 1877 - together with other interest and the principal sum of $750 00 at subsequent dates as stand in the 3d 4th and 5th causes of action herein. The said defendant John R. Williams therefor asks in this cause of action that said mortgage may be foreclosed, the priority of liens deter-

mined, the said lands and tenements in the petition described ordered to be sold, and the proceeds applied to the payment of the judgment or judgment to be rendered in the action and the indebtedness remaining unpaid according to their priorities, and such other and further relief as equity may allow or the case require.

M. C. Lawrence Attorney for J. R. Williams

The State of Ohio, Union County ss. M. C. Lawrence being duly sworn says he is the attorney for the defendant John R. Williams in the foregoing action That the said John R. Williams is not a resident of Union County Ohio, and is now absent therefrom: And that the facts stated and allegations contained in the foregoing answer and cross petition of John R. Williams 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 21st day of December 1877

H. M. Hinget Clerk

And afterward on December 22nd 1877 an answer and cross petition were filed with the Clerk of said Court which reads as follows viz:

Ans & cross petition of A. Schmidt

"To the Court of Common Pleas of Union County Ohio

John G. Mitchell Plaintiff

vs.

Jacob Schuck, Elizabeth Schuck John R. Williams and Adam Schmidt, Defendants

The said Adam Schmidt one of the defendants in the above case now comes and for his separate answer and by way of cross petition says: That he is the guardian of John Engel and Magdalene Engle minor children of John Engel deceased and this respondent is duly qualified to act as such guardian. That on or about the 7th day of April 1871 the said Jacob Schuck and Elizabeth Schuck were the owners of the south half of in lot No. 93 in C. A. Jorgus addition to the city of Columbus in the County of Franklin, Ohio, That on said date for a full and valuable consideration the said Jacob Schuck and Elizabeth Schuck executed and delivered to this respondent as such guardian a mortgage deed for said property to secure to him the payment of two promissory notes as follows, both of said notes dated April 1st 1871 and each calling for $150.00 and bearing interest at six per cent payable annually one of said notes being payable Eleven years five months and fifteen days after date, The other payable sixteen years and two months after date. That afterward to wit about the 9. day of October 1872 the said John R. Williams being the owner of the premises set forth and described in the Plaintiffs petition, entered into a negotiation to exchange the same for said Columbus property herein set forth and said sale and exchange was consummated and agreed upon by and between the said John R. Williams Jacob and Elizabeth Schuck and the said Jacob and Elizabeth Schuck about said date executed and delivered to said John R. Williams a deed for said Columbus Property and the said John R. Williams executed and delivered to said Jacob and Elizabeth Schuck a deed for the property described in the Plaintiffs petition. and the said property in Union County being estimated at a greater value, the said Jacob and Elizabeth Schuck executed the notes and mortgage set forth in the petition to secure to said John R. Williams the difference

in said value. That on or about the 10th day of October 1872 and before the said John R. Williams' mortgage was left for record but while the same was still in the possession of the said John R. Williams, the said John R. Williams came to this respondent and requested him to release his mortgage on the said Columbus property and transfer the same to the property in Union County, at the same time stating to this respondent that he, the said John R. Williams had made the exchange of properties aforesaid and wished to have the Columbus property clear and unencumbered and that if this respondent would so release his mortgage from the said Columbus property and take the mortgage from said Jacob and Elizabeth Schnuch upon the said property in Union County then the same should be better, first and prior to the mortgage executed by said Schnuchs' to said Williams

Thereupon solely for the personal accommodation of said John R. Williams and upon his agreement aforesaid as to priority of lien it was agreed upon and arranged that this respondent would so release and he did release his mortgage on the said Columbus Property which release was duly entered on the record of said mortgage at Columbus on the 10 day of October 1872, and on the said 10 day of October 1872 the said Jacob and Elizabeth Schnuch executed and delivered to this respondent as such guardian a mortgage deed of that date and thereby conveyed to this respondent as such guardian the lands and tenements in the petition described. The condition mentioned in said mortgage was as follows: "That if the said Jacob Schnuch shall pay or cause to be paid unto the said Adam Schneider guardian as aforesaid, or his successors or assigns his two Promissory notes dated April 1st 1871. Each of them for the sum of $150.00 and bearing six per cent interest, payable annually from date. One of said notes being payable Eleven years, five months and fifteen days after its date to the said Adam Schneider as guardian of Magdalene Engle or his legal successor or to the said Magdalene Engle when of age, and the other of said notes being payable sixteen years and two months after its date to said Adam Schneider as guardian of John Engle or his legal successor or to the said John Engle when he becomes of age. Or to the legal holder or holders of said notes respectively, then these presents to be void, otherwise in full force and virtue in law forever" There was no new new notes executed, but the mortgage given as last above stated was to secure the same notes previously secured by the Columbus property. The security on the Columbus property was ample and good and more convenient to this respondent and no new consideration passed to him but relying in good faith on the promise and agreement of the said John R. Williams that the lien on the Union County lands should be first and prior and being willing to accommodate the said Williams this defendant made the arrangement aforesaid. This respondent says that after he had released his mortgage on the Columbus property, and before he deposited his mortgage on the Union County land for record the

said John R. Williams in total disregard of his agreement and promise that this respondents mortgage should be first and for the purpose of overreaching and defrauding this respondent and taking advantage of the confidence reposed in him by this respondent did cause his mortgage to be deposited first for Record in the office of the Recorder of said Union County. On the 15th day of October 1872 at two oclock P.M. the mortgage executed to this defendant on the Union County lands was left for record with the Recorder of Union County for record and was by him thereafter recorded in Vol. 9. Page 413 of the Records of the said County of Union. This defendant as such guardian is still the legal owner and holder of the said notes herein described and no part thereof has been paid. This defendant does not know whether the said plaintiff is the legal owner and holder of the notes claimed in his petition and he therefore denies and demands proof of the same, and for the same reason denies and demands proof that said plaintiff received said notes before due and that he paid any consideration therefor and that he is an innocent holder thereof for any value. This respondent claims that by reason of the premises the said lien of this respondent is first and prior to either that of the said John R. Williams or the said plaintiff. That the said John R. Williams ought not to be permitted to take advantage or have any priority by reason of his wrongful and fraudulent practice aforesaid, and that if said premises are ordered sold this defendant should be secured in his said claim. And this defendant denies that the liens of either said John R. Williams or the plaintiff is entitled to any prior lien.

Therefore this defendant prays that if said premises are ordered to be sold then that an account be taken of the amount in equity due to this defendant as such guardian upon the notes herein set forth and that the same be ordered to be first paid out of the proceeds of the said sale, and this defendant further prays that a full and ample hearing may be had upon the question of priority of liens and that the priority of this defendant's lien may be established and declared, and the said John R. Williams or anyone claiming through or under him may be estopped from having or obtaining any priority, and for all such other and further relief as equity may require. Marriott & Hughs and J. P. Cameron Attorneys for Adam Schneider Defendant".

State of Ohio, Union County S.S. G. J. Marriott being first duly sworn says he is one of the attorneys for the said Adam Schneider defendant duly authorized in the premises, That said Adam Schneider is a non resident of the said County of Union and now absent therefrom and that the facts stated and allegations made in the foregoing answer and cross petition of the Adam Schneider are true as this affiant verily believes. "G. J. Marriott"

Sworn to before me by said G. J. Marriott and by him subscribed in my presence this 22 day of December 1877. H. M. Winget Clerk

And afterward on the 4th day of March 1878 an entry was made on the Journal of said Court which reads as follows viz:

Entry

Ruling of J. R. Williams

John G. V...
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Notarial seal

Entry on Journal

Jacob Sch...
John R. Wi...

Entry

John G. Mitchell
vs.
Jacob Schuch et-als

This cause is continued with leave to the plaintiff and to the defendant J. R. Williams to reply to the answer and Cross petition of Adam Schneider within twenty days from the rising of the Court.

And afterward on the 23d day of March 1878 a Reply to the answer and cross petition of Adam Schneider was filed with the clerk of said Court which reads as follows viz:

Reply of J. R. Williams

"Court of Common Pleas of Union County Ohio.
John G. Mitchell Plaintiff
vs.
Jacob Schuch et-als Defendants

The defendant John R. Williams now comes and for reply to the answer and Cross petition of Adam Schneider says that he admits the following statements in said answer and cross petition as therein stated to wit: That said Adam Schneider is the guardian of John and Magdalena Engle. That Jacob and Elizabeth Schuch were the owners of the real estate in Columbus: That Adam Schneider held a mortgage on said Columbus property to secure notes in his favor as such guardian. That he exchanged said real estate in Columbus for said real estate in Union County and took the mortgage on which this suit is brought to secure the difference in value between the pieces of real estate. That Adam Schneider did release his said mortgage as such guardian on the Columbus real estate and took a mortgage from Schuch and wife on the real estate in the petition described. That no new notes were given. That the security for said notes was ample while the mortgage remained upon the real estate in Columbus. That said mortgage was left for record as stated and recorded. He further says that he is not informed as to the fact and therefore denies that said Schneider is still the legal owner and holder of said notes, and for the same reason denies that they remain unpaid in whole or in part. He further says that he denies each and every allegation in said answer and cross petition contained not herein admitted. Having thus fully replied to said answer and cross petition he prays judgment and order of sale &c as he has before prayed in his answer and cross petition.

M. C. Lawrence Attorney for Plaintiff

The State of Ohio Franklin County ss. On this 22nd day of March 1878, before me personally came John R. Williams defendant who being duly sworn says the statements made and allegations contained in the foregoing reply are true as he verily believes.

John R. Williams

Sworn to by John R. Williams before me and signed by him in my presence this 22d day of March 1878.

(notarial seal)

J. J. Hoffman Notary Public in and for Franklin County Ohio.

And afterward on May 20. 1878 an entry was made on the Journal of said Court which reads as follows viz:

Entry on Journal

John G. Mitchell Plaintiff
vs.
Jacob Schuch, Elizabeth Schuch
John R. Williams & Adam Schneider Defendants

This cause came on for hearing the defendants Jacob Schuch and Elizabeth Schuch being in default and neither party requiring a jury.

it was submitted to the Court upon the petition of the Plaintiff, the Separate answers and cross petitions of the defendants John R. Williams and Adam Schmieder and the reply of John R. Williams to the answer and cross petition of said Adam Schmieder, and the evidence; On consideration whereof the Court finds that the lien of the defendant Adam Schmieder upon the lands in the plaintiffs petition described is a prior and better lien than that of either the plaintiff or defendant John R. Williams. On further consideration the Court finds that the condition of defeasance in the mortgage set forth in the petition of the plaintiff John G. Mitchell, has been broken and that the said plaintiff is thereby entitled to have the equity of redemption of the defendants Elizabeth Schmeck and Jacob Schmeck foreclosed. And the Court further finds that there was due April 29. 1878 from the defendants Elizabeth Schmeck and Jacob Schmeck to the plaintiff, on the notes set forth in the petition the sum of One thousand and eleven dollars and Thirty nine cents ($1.011.39) which sum the Court finds is a lien on the lands in the petition described, by virtue of the mortgage therein set forth and referred to. It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendants Elizabeth Schmeck and Jacob Schmeck the said sum of one thousand Eleven & 39/100 dollars with interest from April 29. 1878 and also his costs herein expended taxed to $ And the Court further finds that there was due on the 29th of April 1878 from the defendants Elizabeth Schmeck and Jacob Schmeck to the defendant John R. Williams, on the notes mentioned in the first and second causes of action in his cross petition the sum of Three hundred and three dollars and twenty cents ($303.20) and that there was due from said defendants to said John R. Williams as interest on the notes set forth in the 3d 4th and 5th causes of action in said Williams cross petition on said 29th day of April 875 the sum of Fifty three dollars and eighty cents ($53.80) which sums amount to Three Hundred and fifty seven dollars ($357.00) and are a lien on the premises in plaintiffs petition described by virtue of the mortgage in said petition referred to. It is therefore considered, ordered, and adjudged and decreed that if the defendants Elizabeth Schmeck and Jacob Schmeck shall fail for five days from this date to pay to the said John G. Mitchell the sum of $1011.39 so found due him with interest from April 29th 1878 and his costs; Or if said defendants shall fail to pay the said John R. Williams for a like time the said sum of $357.00 and interest from April 29. 1878 so found due him, then- and on failure to pay either of said parties the sums severally so found due, an order of sale issue to the Sheriff of this County for the time being, commanding him to procud to appraise advertise and sell the lands and tenements in the petition mentioned as upon judgments at law and that he bring the procuds arising from such sale into Court subject to its order. And as to all matters not herein disposed of this cause is continued. The plaintiff John G. Mitchell and the defendant John R. Williams severally gave notice of their intention to appeal. and the Court fixed the appeal bond for each at the sum of $200.00.

And afterward on the 14th day of August 1878 an order of sale was issued by the Clerk of said Court which reads as follows viz:

Order of sale

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Order of sale

The State of Ohio, Union County ss. To the Sheriff of said County greeting: Whereas, at a term of the Court of Common Pleas held at Marysville in and for said County, on the 20th day of May A.D. 1878 in the cause of John G. Nichel Plaintiff and Jacob Schunck et als. Defendants it was ordered, adjudged and decreed as follows towit: That if the defendants Jacob Schunck and Elizabeth Schunck fail for five days from this date to pay the said John G. Nichell the sum of $1011 39/100 an order issue to the Sheriff commanding him to sell according to law the lands and tenements described in the Plaintiffs Petition and bring the proceeds of said sale into Court for its further order, Towit: Situate in the County of Union Ohio. Bounded and described as follows, Being part of U. M. Survey No. 5139 Beginning at a stone in the centre of the road leading from Pleasant Valley to Marysville northwesterly corner to at lot deeded to Nathan H. Converse: Thence north 42° west 40 poles to a stake corner to a lot deeded to V. & E. Brown, Thence north 53° E. 209 poles to a stake corner to Browns lot; Thence S. 37° E. 39 4/5 poles to a stake, corner to Nathan H. Converse's (Witness a black ash, S. 36° W. 7 links) Thence S. 53° W. 206 poles to the beginning containing 51 1/4 acres. Being the same premises conveyed to said Elizabeth Schunck by John R. Williams and Mahala Ann Williams his wife by deed dated October 9th 1872. We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 14th day of August 1878.

H. M. Wright Clerk

Sheriffs Return

Returned and filed September 23rd 1878 endorsed as follows. viz: "The State of Ohio, Union County ss"

In obedience to the command of the Order of Sale hereto annexed I did, on the 16th day of August 1878 summon David Colycross Jos Haron & John McFee three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 16th day of August A.D. 1878, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises Estimate and appraise the real value in money of the same at $1844 25/100 Dollars, A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 20th day of August 1878, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 21st day of September A.D. 1878 at one o'clock P.M. of said day, and having advertised the said lands and tenements

for more than thirty days prior to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on said 21st day of September A. D. 1878, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House, and then and there came M. C. Lawrence who bid for the plaintiff John G. Mitchell, for the same, the sum of Twelve hundred and thirty (1230) Dollars, and said sum being more than two thirds of the appraised value thereof and said John G. Mitchell being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Twelve hundred and thirty Dollars- Fees for printer $11.00 appraisers fees $1.50 Sheriffs fees $5.57.

J. J. Miller Sheriff.

On September 11th A. D. 1878 an entry was made on the Journal of said Court which reads as follows viz:

Entry — John G. Mitchell vs. Jacob Schurch et als. } Continued

And on the 28th day of September 1879 the following proof of publication was filed with the Clerk of said Court which reads as follows viz:

Proof of publication — "Court of Common Pleas of Union County Ohio. Order of sale"
John G. Mitchell vs. Jacob Schurch et als } By virtue of the above writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the door of the Court house in Marysville, in said County, On Saturday September 21st 1878 at or about the hour of one oclock P. M. the following real Estate, to wit, Situate in the County of Union and State of Ohio, bounded and described as follows: Being part of U. M. survey No. 5739 Beginning at a Stone in the Centre of the road leading from Pleasant Valley to Marysville, northwesterly corner to a lot deeded to Nathan N. Conner; thence north 42° West 40 poles to a stake, corner to a lot deeded to D. & E. Brown; thence north 53° E. 209 poles to a stake corner to Browns lot; thence South 37° E. 39 4/5 poles to a stake, corner to Nathan N. Conner, (Witness a black ash, north 36° West 7 links) Thence South 53° W. 206 poles to the Beginning, containing 51/4 acres. Being the same Premises conveyed to said Elizabeth Schurch by John R. Williams and Mahala Ann Williams his wife, by deed dated October 9th 1872.

Appraised at $1,844.25. J. J. Miller Sheriff Union County Ohio
M. C. Lawrence Attorney for Plaintiff-
The State of Ohio, Union County ss. H. O. Shearer being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication Beginning with August 20. 1878
"H. O. Shearer"
"Sworn to and subscribed before me this 28. day of September 1878 M. M. Winget Clerk

And afterward on the 24th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal entry — In Union Common Pleas. Entry of confirmation and distribution
John G. Mitchell vs. Jacob Schurch et als } "This day came the plaintiff by his attorney and the defendant Adam Schneider, guardian &c.

by his attorney J. L. Cameron, and thereupon the motion to set aside the sale heretofore made in this case was withdrawn, and this cause thereupon came on to be further heard upon the report of the Sheriff of this County of a sale made by him on the 21st day of September A. D. 1878; On Consideration whereof, the Court do find the proceedings of said Sheriff and the sale by him made of the lands and tenements in the petition described to be in all respects in due conformity to law. It is therefore Considered, ordered adjudged and decreed by the Court, that the said proceedings and sale of said Sheriff be in all things affirmed; and that the said Sheriff execute and deliver to John G. Mitchell the purchaser, a deed of the lands and tenements aforesaid, in fee simple, pursuant to the Statute in such case made and provided. And it is further ordered adjudged and by the Court, that of the proceeds of said sale, the said Sheriff pay; First the costs of this action in the sum of $ 2d the taxes on said lands and tenements to and including the entire tax levied in 1878, in the sum of $25.30 3rd That he pay to the defendant Adam Schneider as guardian of John Engel and Magdalena Engel the sum of $300 with interest from April 1st 871, which sum the Court finds to be owing to him as such guardian although the same be not yet due, 4th That he pay to the defendant John R. Williams the sum of $ 5th that he apply the residue arising from such sale upon the judgment in favor of the plaintiff in the sum of $ and that execution be awarded in favor of the plaintiff in the sum of $ for the balance found due him, against Jacob Schinck and Elizabeth Schinck his wife. And it is further ordered that the defendants who may be in possession of said premises, or any person or persons who have come in under them, pending this suit, deliver up the possession thereof, to said purchaser, on demand, and production of said sheriffs deed. It is understood and agreed by the parties and made a further order of the Court that all leases or rentings which have been or may be made by said Schinck & wife or either of them up to June 16th 1879 and to expire during the year 1879 are to be held valid by the plaintiff John G. Mitchell and that he the said plaintiff shall have the landlords share of such rents for the year 1879. as to the causes of action set forth in the answer and cross petition of John R. Williams which are numbered third (3d) fourth (4th) fifth (5th) and sixth (6th) respectively - the same are dismissed without prejudice to a future action upon the notes therein set forth.

Attest W. M. Winget Clerk

Pleas before his honor John L. Price Judge at a Court of Common Pleas begun and held in the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 1st day of October 1878. Heretofore to wit: On the 9th day of August a. D. 1878 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Court of Common Pleas Union County Ohio.

James Pillington, Charles Pheins and William Woods, Plaintiffs

Against

William Richter & Elizabeth Richter his wife & Paul Slagel Defendants

The said William H. Woods, James Pillington and Charles Pheins, Plaintiffs, complain of the said William Richter defendant, for that the said William Richter did on the 6th day of April A.D. 1874, make his certain promissory note in writing, of that date, and then deliver the same to John O'Connor and thereby promise to pay to the order of the said John O'Connor the sum of Five thousand dollars ($5.000) with interest at eight per centum in six months after the date thereof and the said Plaintiffs further say that to secure the payment of the said promissory note and the money stated therein, the said William Richter and Elizabeth Richter, his wife, did at the time of making said promissory note, by their deed duly executed and delivered to the said John O. Connor convey to the said John O'connor his heirs and assigns forever, the following real estate situate in the said County of Union and Village of Marysville and described as follows, to wit: Being in Survey No. 335, and beginning at a stake in the Corner of the original east alley and Center Street of said town; thence East with Center Street thirteen (13) rods to a stake one rod East of the wagon shop corner of S. Peacocks lot; thence north 10 poles to a stake in the line of Rawson Welch's lot; thence west one (1) rod to a stake in the corner of said Welch's lot; thence north Eleven (11) poles to the meanders of Mill creek N. & W. twelve poles more or less to the alley of Marysville; Thence with said alley to the place of beginning, containing two (2) acres more or less and being designated as out lots number 34 and 35 and one rod in part off the west side of out lot number 33 of said town. Being the same premises conveyed to Joseph H. Brand by Richard L. O'Connor and wife by deed dated March 31st 1860 and by said Brand conveyed to said Rausch by deed dated August 22nd 1865 Except the house and lot sold off said tract to W. H. Woods by deed bearing date March 31st 1874 Except also one lot sold to Leonard Geer off said tract by deed bearing date 31st of March 1874 to have and to hold the same to the said John O'Connor his heirs and assigns and to his and their own use and behalf forever, which said deed of Conveyance had a condition thereunder written, whereby it was provided that whereas the said William Richter had this day executed and delivered to the said John O'Connor his promissory note for the sum of $5000 payable to the order of said John O'Connor in six months from date now if the said William Richter shall truly pay or cause to be paid the said sum of $5000 named in said note, according to the tenor and effect thereof then this deed is to be null and void, otherwise to remain in full force and effect in law. And the said Plaintiff further says that said mortgage was deposited with the Recorder of said County of Union at his office, on the 8th day of April A.D. 1874 at 5 o'clock P.M. for record and the same was thereupon duly recorded in the Records of mortgages in said County and that when said promissory note became due and payable accord-

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to the terms thereof the said William Richin did not pay said promissory note, or the money named therein, to the said John OConnor nor any part thereof. The plaintiffs say that said John OConnor assigned his interest in the said mortgage and the note secured thereby to Timothy Leahy and that the said Timothy Leahy assigned his interest in the said note and mortgage to them, the said plaintiffs, on the 23rd day of April 1875 and that they are now the holders and bona fide owners of said note and mortgage. The plaintiffs further say that said William Richin has not paid said promissory note, nor any part thereof since the same became due, but that the said sum of money still remains and is due and unpaid, whereby the condition of said mortgage died has become broken, and said mortgage died has become absolute.

The defendant Paul Slagel claims to have some lien or estate in said premises and plaintiffs ask that he may be required to answer and disclose the nature and extent thereof. Therefore the plaintiff prays judgment against said defendant for the said sum of $5.000 with interest thereon from the 6th day of April A. D. 1874 and also on a failure to pay said judgment by a day to be named, said premises may be ordered to be appraised, advertised and sold as upon execution, and the proceeds of said sale be applied to pay and satisfy the judgment so to be rendered or so far as said proceeds shall go in paying the same.

P. B. Cole & Sons Attorneys for Plaintiffs-

The State of Ohio, Union County ss. William H. Woods one of the Plaintiffs being sworn says that he believes the facts stated and allegations in the foregoing petition to be true. "W. H. Woods"

Sworn to before me and signed in my presence this 9th day of August A. D. 1878. H. M. Huigel Clerk

Praecipe — To Clerk: Issue a summons on the within petition returnable according to law. Amount claimed $5000 with interest from April 5. 1874 and foreclosure of mortgage. "Coles attys for plaintiffs"

And afterward on the 9th day of August 1878 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons — "The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting We command you to notify William Richin and Elizabeth Richin that they have been sued by James Fullington & Others in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of September A. D. 1878 the petition of the said James Fullington et al's. against them filed in the Clerk's 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 August A. D. 1878. Witness my hand and the seal of said Court this 9th day of August A.D. 1878 "H. M. Huigel Clerk

(Seal)

Endorsed. "In action for foreclosure of mortgage. Amount claimed $5.000 with interest from April 5th 1874."

Return — Returned and filed August 19th 1878 Endorsed as follows viz: The State of Ohio, Union County, ss. Received this writ August 9th A. D. 1878, at one o'clock P. M., and pursuant to its command served the same August 14. 1878 by delivering a certified copy thereof

with the endorsements thereon to each of the within named defendants
William Richtw and Elizabeth Richtw. Fees $1.70 J. J. Miller Sheriff

And afterward on the 1st day of October 1878 an entry was made
on the Journal of said Court which reads as follows viz:

Journal Entry

James Fullington, Charles Phelps & H. H. Woods
vs.
William Richtw, Elizabeth Richtw his wife & Paul Slagel

Now came the plaintiffs herein and the defendants being in default for answer and demurrer the Court find that the allegations of the petition confessed by them to be are true; and that there is due from the defendant William Richtw to the plaintiffs upon the promissory note set forth in the petition, with interest at 8 per cent per annum to the 1st day of this term, the sum of $6769 16 dollars. It is therefore considered by the Court that the said plaintiffs recover from the said defendants to William Richtw the said sum of $6769 16 dollars & his costs herein expended. The Court further find that in order to secure the payment of said note the defendants William Richtw and Elizabeth Richtw his wife executed and delivered to the said John O. Connor mentioned in the petition, their certain mortgage as in the petition described and on the premises as therein described: That said mortgage was duly recorded in book page of the Records of mortgages of said Union County and is the first and best lien on the premises described in the petition. The Court further find that said note and mortgage were assigned by said O'Connor to Timothy Leahy and by him to plaintiffs, as alleged in the petition. It is therefore considered and adjudged that unless the defendant William Richtw shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8 per cent from the 9th day of September A. D. 1878 according to the terms of said mortgage and the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of said Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

And afterward on the 11th day of November A. D. 1878 an order of sale was issued by the Clerk of said Court which reads as follows viz:

Order of Sale

The State of Ohio, Union County ss. To the Sheriff of said County: Greeting:
Whereas at a term of the Court of Common Pleas held at Marysville in and for said County on the first day of October A. D. 1878 in the cause of James Fullington et als, plaintiffs and William Richtw et als. Defendants, it was ordered, adjudged and decreed as follows viz: That unless the defendant William Richtw shall within five days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case and to the plaintiffs herein the sum of $6769 16 with interest at 8% from September 9th 1878 said premises shall be sold, and an order shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court, for further order "Description of lands"
Situate in the Village of Marysville and described as follows:

Beginning at a stake in the corner of the original East Alley and Center Street of said town; Thence East with Center Street 13 rods to a stake one rod east of the Wagon Shop corner of S. Peacocks lot; Thence north 10 poles to a stake in the line of Rawson Welch's lot; Thence West one rod to a stake in the corner of said Welch lot; Thence north 11 poles to the meanders of mill creek N. N.W. 12 poles more or less to the alley of Marysville; Thence with said Alley to the place of Beginning containing 2 acres more or less, and designated as out Lots 34 & 35 (and one rod in East off the west side of out Lot number 33 of said Town) Being the same premises conveyed to Joseph H. Brand by Richard L. Spencer & Wife by deed dated March 31, 1866 and by said Brand conveyed to said Roush by deed dated August 22nd 1865. Except the house and lot sold off said tract to W. H. Woods by deed bearing date 31st of March 1874. Except also one lot sold to Leonard Yeo off said tract by deed bearing date 31st March 1874.

We therefore command you, That you procead to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you cause to sale the above described Real Estate, under the Statute regulating Sales on execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 11th day of November 1878. H. M. Thiget Clerk.

Returned and filed December 21st 1878 endorsed as follows viz:

Return

The State of Ohio, Union County, ss. In obedience to the command of the Order of Sale hereto annexed, I did on the 14th day of November 1878 summon Levi Longbrake, Lawrence Martin and E. L. Price three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward on the 14th day of November A. D. 1878, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at Forty two hundred (4200) dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, And on the 18th day of November 1878, I caused to be advertised in the Union County Journal (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said county on the 21st day of December A. D. 1878, at one o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit: five consecutive weeks; and in pursuance to said notice, I did on said 21st day of December A. D. 1878, at the time and place above mentioned, procead to offer said lands and tenements at public sale at the door of said Court House, and then and there came M. H. Woods for the plaintiff (Fullington, Pheris & Woods) who bid for the same the sum of Twenty eight hundred and one (2801)

Dollars and said sum being more than two thirds of the appraised value thereof, and said Fullington, Phillis & Woods Plaintiffs, being the highest and best bidder therefor, & then and there publicly sold and struck off said lands and tenements to him for said sum of Twenty Eight hundred and One Dollars. Sd money rec'd. Ct & Praecipe fees $1.50 Writers fees $12.00 Sheriffs fees $4.07 J. J. Miller Sheriff-

And afterward on the 18th day of December 1878 a Proof of Publication was filed with the Clerk of said Court which reads as follows viz:

"Common Pleas Court Union County Ohio. Order of Sale"

Proof of Publication

James Fullington, et al. vs. William Richlin, et al } By virtue of the above stated writ, from said Court to me directed, I will offer at public sale at the door of the Court House in Marysville, Ohio, on Saturday, December 21st 1878 at or about the hour of 1 o'clock P. M., of said day, the following Real Estate, situated in the County of Union and in the Village of Marysville, to wit: Beginning at a stake in the corner of the original east alley and Center Street of said town; thence east with Center Street 13 rods to a stake one rod east of the wagon shop, corner of S. Peacock's lot: thence north 10 poles to a stake in the line of Rawson Welch's lot; thence west one rod to a stake in the corner of said Welch's lot: thence north 11 poles to the meanders of Mill Creek, west, north west 12 poles more or less to the alley of Marysville; thence with said alley to the place of beginning, containing two acres, more or less, and designated as out lots 34 and 35, and one rod in part off the west side of out lot No. 33 of said town, being the same premises conveyed to Joseph H. Brand by Richard L. Spencer and wife by deed dated March 31st 1866, and by said Brand conveyed to said Rousch by deed dated August 22nd 1865, Except the house and lot sold off said tract to W. H. Woods by deed bearing date of March 31st 1874, Except, also one lot sold to Leonard Lee off said tract by deed bearing date of 31st of March 1874- J. J. Miller Sheriff, C. D. Cole Sons Attys for Plaintiffs-

The State of Ohio, Union County, ss. C. M. Stanton being duly sworn, says that a copy of the annexed notice was published for five Consecutive weeks in the "Union County Journal" a newspaper of general circulation in the County of Union, the first publication beginning with November 18th 1878

(Signed) C. M. Stanton

Sworn to and subscribed before me, this 18th day of December 1878. "H. McKnight Clerk"

And afterward on April 26th 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

James Fullington et al. vs. William Richlin et als } This cause came on to be heard on the return of the Sheriff of the writ of Execution issued herein, with his report of his proceedings and sale of lands and tenements under said writ- And the Court having carefully examined the said Proceedings, being satisfied that the said sale has in all respects been made in conformity to the provisions of the statute in such cases made and provided, finds the same to be legal, and does therefore approve and confirm the same, It is further ordered that the Sheriff make to the purchasers James Fullington, Charles Phillis and W. H. Woods a deed in fee simple for the lands and tenements so sold to wit: Situated in the Village of Marysville and described as follows. Beginning at a stake in the corner of the original East Alley and Center

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Attest W. M. Knight Clerk

Pleas Before his Honor John L. Porter Judge at a Court of Common Pleas Begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 9th day of May A. D. 879. Hereto fore to wit: On the 29th day of March 1879 a Petition was filed with the Clerk of said Court which reads as follows:

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

Petition — Sarah T. G. Southard and Charles H. Southard against Samuel McAllister and Louisa J. McAllister } The plaintiffs say: That on the Tenth day of January A. D. 1878 the defendant Samuel McAllister made and delivered to Sarah T. G. Latimer (since intermarried with Charles H. Southard Plaintiff and now Sarah T. G. Southard Plaintiff) his promissory note of that date, and thereby promised to pay to said plaintiff or order, the sum of Two thousand dollars in one year after the date thereof, for value received with 8 Per cent, interest thereon, There is the following credit on said note, "Received on the within note and mortgage four hundred dollars $400.00 February 1st 1879- A copy of which note with the credits thereon are hereto attached Marked "A." 2nd the defendants on the 10th day of January A. D. 1878 to secure the payment of said note, executed and delivered to the said plaintiff Sarah T. G. Latimer (Now Sarah T. G. Southard, as aforesaid) their mortgage deed and thereby conveyed to the said plaintiff Sarah T. G. Latimer, as aforesaid, her heirs and assigns the following lands and Tenements, situate in said County of Union and State of Ohio and in the Village of Marysville, and bounded and described as follows: All of Lot No four (4)

of the sub division of the Stinat Farm, made by John Cassil, containing one fourth of an acre, being the same lot conveyed to Samuel McAllister by Rosaltha Vaughn and J. A. Vaughn by deed recorded in Vol. 31 Page 397 of the Records of Deeds of Union County, being the same lot conveyed to Rosaltha Vaughn by J. H. Robinson and Mary J. Robinson.

Also the following described Lot, being Lot No. (3) Three of the sub division of the Stinat Farm made by John Cassil - said Lot No. (3) three, being situate between the lot of M. E. Church Parsonage on the East and a lot now owned by Samuel McAllister on the West and running from North Street to the alley on the north of said lot No 3. Being the same Lot conveyed to Samuel McAllister by Mary and Emery Malin by deed recorded in Vol. 35 Page 498 of the Record of deeds of Union County. The condition contained in said mortgage deed was in substance, that if the said Samuel McAllister should pay or cause to be paid to the said Sarah T. G. Latimer (now Sarah T. G. Southard as aforesaid) the above mentioned promissory note when the same became due together with the interest thereon at eight per cent then said mortgage to be void, 3rd On the 11th day of January 1878 at eight o'clock P. M. the said mortgage was delivered to the Recorder of said County, to be by him entered on record, and was recorded January 18th 1878, in Union County Record of Mortgages Vol. 13 Page 636. 4th The said deed has become absolute, There is due and remaining unpaid upon said indebtedness the sum of One Thousand Seven Hundred, Sixty nine and 33/100 Dollars with eight per cent interest thereon from the 1st day of February A. D. 1879. 5th The Plaintiff therefore ask judgment against the said defendant Samuel McAllister for said sum of One Thousand, Seven Hundred, Sixty nine and 33/100 Dollars. with eight per cent, interest thereon from the 1st day of February 1879; That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of said debt and for all other and proper relief. Carpenter & Broderick Attorneys for Plaintiffs.

State of Ohio, Union County ss. Charles H. Southard one of the plaintiffs being sworn makes oath that the facts stated in the foregoing petition are as affiant believes true. "Chas. H. Southard"

Sworn to by said Charles H. Southard before me and by him signed in my presence this 29th day of March A. D. 1879. "H. M. Shiget Clerk"

"A" "$2000.00 Marysville Ohio January 10th 1878. One year after date I promise to pay Sarah T. G. Latimer or order Two Thousand ($2000.00) Dollars with interest at 8% (per annum) from date for value received"

"Saml McAllister"

Praecipe — To the Clerk: Issue Summons on the within Petition to the defendants directed to Sheriff of Union Co. O. Endorse "Foreclosure of mortgage" Amt. Claimed $1769.33 @ 8% interest from February 1st 1879.

Carpenter & Broderick Attorneys for Plaintiffs

And afterward on the 29th day of March 1879 a Summons was issued on the Petition by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We Command you to notify Samuel McAllister and Louisa J. McAllister that they have been sued by Sarah T. G. Southard and another in the Court of Common Pleas of Union County, and that unless they answer

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by the 26th day of April A. D. 1879, the petition of the said Sarah J. G. Southard and another against them filed in the Clerk's 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 April A. D. 1879. Witness my hand and the seal of said Court this 29th day of March A. D. 1879 "W. M. Shuget Clerk."

Endorsed "In action for foreclosure of mortgage. Amount claimed $1769.33 @ 8% interest from February 1st 1879."

Returned and filed March 31st 1879 Endorsed as follows viz:

Return

The State of Ohio, Union County, ss. Received this 29th March 29th A. D. 1879 at ___ oclock ___ M., and pursuant to its command and served the same March 31st 1879 by delivering a certified copy thereof with the endorsements thereon to the within named Samuel McAllister. Also by leaving a certified copy thereof with the endorsements thereon to the within named Louisa J. McAllister. Fees 3/1 J. J. Miller Sheriff by Dyer Reed Deputy.

And afterward on the 9th day of May 1879 an Entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

Court of Common Pleas: Union County Ohio.

Sarah J. G. Southard et al. Plaintiffs
against
Samuel McAllister et al, Defendants

And now comes the said plaintiffs Sarah J. G. Southard and Charles H. Southard by Carpenter & Brodrick their attorneys, and the said Defendants still failing to answer or demur to said petition, it is considered that the said Plaintiff Sarah J. G. South and is entitled to an account of the money due her in the premises and the Court after hearing the evidence, due find that there is due to the said plaintiff Sarah J. G. Southard, on the note and mortgage in said petition described, the sum of one Thousand and eight hundred Dollars and seventy eight cents, with interest at eight per cent thereon from the 21st day of April A. D. 1879. It is therefore considered by the said Court here that the said plaintiff Sarah J. G. Southard recover of the said defendant Samuel McAllister the said sum of one Thousand and eight hundred dollars and seventy eight cents with interest thereon at eight per cent from the 21st day of April A. D. 1879.

It is further considered, ordered and adjudged that in case the said defendants Samuel McAllister and Louisa J. McAllister fail for ten days from the close of this term of this Court, to pay to the said Plaintiff Sarah J. G. Southard the said sum of one Thousand and eight hundred dollars with eight per cent interest thereon from the 21st day of April 1879, 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 tenements in said petition described to be appraised, advertised and sold according to law and to apply the proceeds of said sale in satisfaction of the said sum so found due, with costs of suit.

Attest W. M. Shuget Clerk

Pleas before his Honor John L. Perin Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 24th

day of February A. D. 879: Hereto fore to wit: On the 17th day of January A.D. 879 a petition was find with the Clerk of said Court which reads as follows viz:

Petition

Harris H. Hill. Plaintiff
Against
Susannah A. Ward and Eli Ward (Her husband) and Jacob V. Stash Defendants

} Court of Common Pleas, Union County Ohio,
The plaintiff says: That on the 1st day of March A.D. 877 the defendants Susannah A. Ward and Eli Ward, her husband, executed and delivered to Jacob V. Stash six several promissory notes of that date and thereby promised to pay to said Jacob V. Stash or order $500 on the 1st day of April A. D. 878 - $1.000 on the 1st day of April A.D. 879 - $500.00 on the 1st day of April A.D. 1880 - $500 on the 1st day of April A.D. 1881, $500 on the 1st day of April A. D. 1882 and $387.50 on the 1st day of April A. D. 1883 with interest at 6% on each of said notes from the 1st day of April A. D. 877 (Copies of said notes are hereto attached marked "A." "B." "C." "D." "E." "F" respectively) 2nd The defendants Susannah A. Ward and her husband Eli Ward on the 1st day of March A. D. 877 to secure the payment of said notes executed and delivered to said Jacob V. Stash their mortgage deed, and thereby conveyed to said Jacob V. Stash, his heirs and assigns the following lands and tenements situate in the County of Union and State of Ohio and in Claiborne Township and in Virginia Military Survey No. 6293 and bounded and described as follows, to wit: Beginning in the center of the Hoskins Gravel road at its intersection with the center of the Township road in the West line of John Sivys and J. P. Bidleys land:

Thence with the center of the said Township road N. 8° W. 149 Poles to a Stake. Thence S. 85° W. 80 poles to a stake, Thence S. 8° E. 149 Poles to the center of the gravel road: Thence N. 85° E. 80 poles to the place of beginning containing Seventy Four and one half Acres of land - The condition contained in said mortgage deed was in substance that if the said Susannah A. Ward or Eli Ward their heirs or assigns should well and truly pay the aforesaid promissory notes and the interest thereon according to the tenor thereof to the said Jacob V. Stash Order or assigns then these presents shall be void otherwise to be and remain in full force and virtue in law. 3d On the 5th day of March A. D. 877 at 8½ oclock A. M. the said mortgage was delivered to the Recorder of said County to be by him entered on record and was recorded on the 15th day of March A. D. 877 in Records of mortgages of said County in Book 13 Page 137. 4th Afterwards to wit: on the 16th day of January A. D. 879 for a full, fair and valuable consideration the plaintiff purchased of said Jacob V. Stash the three first named notes hereto fore described and is now the owner and holder thereof - The plaintiff says that said Jacob V. Stash is still the owner and holder of the last three notes set forth above and asks that he may be required to answer and set forth the extent of his interest in or claim upon the above described premises if any he still holds.

5th The said deed has become absolute - There is due and remaining unpaid upon said indebtedness the sum of Two hundred and one and 83/100 Dollars with interest from the 30th day of August A. D. 878 - 6th The plaintiff therefore asks judgment

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Summons

for said sum of Two Hundred and one and 83/100 dollars with interest from the 30 day of August A. D. 1878 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 interest and for all proper relief "A. T. Carpenter Attorney for Plaintiff"

The State of Ohio Union County ss. Morris H. Hill the above named plaintiff being sworn says the facts stated and allegations contained in the foregoing petition are true as he truly believes. M. H. Hill.

Sworn to by M. H. Hill before me and signed by him in my presence this 21st day of January A. D. 1879. H. M. Winget Clerk

Praecipe

To Clerk: Issue summons upon above petition for Susannah A. Ward and Eli Ward returnable according to law "Indorse, Action on note and mortgage amount claimed as now due $201 83 with interest from August 30th 878 and foreclosure of mortgage. A. T. Carpenter Attorney for Plaintiff -

Copies of notes

"A." $500 00 Richwood O. March 1st 1877. After date I promise to pay to the order of Jacob T. Nash Five Hundred Dollars with six per cent interest from April 1st A. D. 1877 value received. (Attest H. S Stubert) "S. A. Ward" "Eli his x mark Ward"

"April 10th 1878 Rec'd on the within note Two hundred and Seventy Dollars from Susannah Ward." April 29. Received on the within note $33 60" "August 30. 1878. Rec'd on the within note 30 dollars." Pay to M. H. Hill or order without recourse - "J. T. Nash"

"B" $1.000 00 Richwood Ohio March 1. 1877. After date I promise to pay to the order of Jacob T. Nash One Thousand Dollars with six per cent interest from April 1st A. D. 1877 value received. (Attest H. S. Stubert) "S. A. Ward." "Eli his mark Ward.

Endorsement - "Pay to M. H. Hill or order without recourse M. Nash"

"C" $500 00 Richwood O. March 1st 1877 " After date I promise to pay to the order of Jacob T. Nash Five hundred Dollars with six per cent interest from April 1. A. D. 1877 value received.

(Attest H. S. Stubert) "S. A. Ward" "Eli his x mark Ward"

Endorsement "Pay to M. H. Hill or order without recourse." "J. T. Nash"

"D" $ 500 00 Richwood O. March 1. 1877 April 1st A. D. 1881 after date I promise to pay to the order of Jacob T. Nash Five Hundred dollars with six per cent interest from April 1. 1877 value received. "S. A. Ward"

"Eli his x mark Ward (Attest H. S. Stubert)

"E" $500 00 Richwood Ohio March 1. 1877" April 1. A. D. 1882 after date I promise to pay to the order of J. T. Nash Five hundred Dollars with six per cent interest from April 1. 1877 value received.

(Attest H. S. Stubert) "S. A. Ward." "Eli his mark Ward"

"F." $287 50 Richwood Ohio, March 1st 1877. April 1. 1883 after date I promise to pay to the order of Jacob T. Nash Five Hundred and Eighty seven and 50/100 Dollars with six per cent interest from April 1st A. D. 1877 value received. "S. A. Ward." "Eli his mark Ward (Attest H. S. Stubert)

And afterward on the 19th day of January A. D. 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Union, Greeting We command you to notify Susannah A. Ward and Eli Ward that they and

another have been sued by Morris H. Hill in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of February A. D. 1879, the petition of the said Morris H. Hill against them filed in the Clerk's 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. 1879. Witness my hand and the seal of said Court this 19th day of January A. D. 1879. H. M. Winget Clerk.

Seal

Return

Returned and filed January 23rd 1879 endorsed as follows viz:
The State of Ohio, Union County, ss. Received this writ January 19, A. D. 1879 at 3 o'clock P. M., and pursuant to its command served the same on the 21st day of January 1879 by delivering a certified copy thereof with the endorsements thereon to each of the within named Susannah A. Yard and Eli. Yard, Fees $2.90 C. J. Hills Sheriff

And afterward on the 17th day of January 1879 an answer to the petition in this case was filed with the Clerk of said Court which reads as follows viz:

Answer

Morris H. Hill Plaintiff
against
Susannah A. Yard, Eli Yard and Jacob V. Yash, Defendants

Court of Common Pleas, Union County Ohio

And now comes the defendant Jacob V. Yash and for his answer to the Plaintiffs petition says: That he is the owner and holder of the last three notes described in plaintiffs petition calling for $500 due April 1st 1881 - $500 due April 1. 1882 and $587.50 due April 1st 1883 copies of which are hereto attached to plaintiffs petition and marked "D." "E." and "F." respectively. That said notes are secured (as alleged) by the mortgage set forth in said petition. That there are no credits to or upon said notes nor any set off against any of them. Defendant says that Fifteen Hundred and Eighty seven and 50/100 with the interest thereon from the 1st day of April A. D. 877 is the extent of his interest in and claim upon the premises described in plaintiffs petition. This defendant therefore asks that his rights in the premises be protected by the Court and that in case said premises are sold by order of the Court that out of the proceeds of such sale (after the satisfaction of plaintiffs claim) his claim may be satisfied and for all proper relief. A. J. Carpenter Attorney for J. V. Yash.

The State of Ohio, Union County ss. Jacob V. Yash the above named defendant being sworn says that the facts stated and allegations contained in his foregoing answer are true as he verily believes. Sworn to by Jacob V. Yash before me and signed by him in my presence this day of January A. D. 1879 (no signature)

And afterward on the 24th day of February 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

Morris H. Hill
vs.
Susannah A. Yard
Eli Yard and J. V. Yash

And now comes the said Morris H. Hill by A. J. Carpenter his attorney and also the said Jacob V. Yash by his attorney and the defendants Susannah A. Yard and Eli Yard still failing to demur or answer to said petition it is considered that the said plaintiff is entitled to an account of the money due him in the premises, and the Court after hearing the evidence, do find that there is due to the said plaintiff on the notes and mortgage in said petition described the sum of $210.03 together with interest at 8% from the first day of

Order of Sale

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this term of Court. And it is further ordered and adjudged that in case the said defendants Susannah A. Hard and Eli Hard fail for three days from the close of this term of Court to pay to the said Plaintiff the said sum of $210.03 with interest from the first day of this term of Court @ 8% as aforesaid found due, with costs of suit, an order issue to the Sheriff of said County Commanding him to cause said lands and tenements in said petition described to be appraised, advertised and sold according to law and to bring the proceeds of said sale into Court subject to the further orders of this Court herein.

And afterward on the 7th day of March 1879 an order of sale was issued by the Clerk of said Court which reads as follows viz:

Order of Sale

The State of Ohio, Union County, ss. To the Sheriff of said County: Greting: Whereas, at a term of the Court of Common Pleas, held at Marysville O. in and for said County, on the 24th day of February A. D. 1879, in the cause of Morris H. Hill Plaintiff, and Susannah Hard et als Defendants, it was ordered, adjudged and decreed as follows, towit: That in case the defendants Susannah Hard and Eli Hard, fail for three days from the close of this term of Court to pay to the said Plaintiff the sum of $210.03 with the interest and costs of suit, an order issue to the Sheriff of said County commanding him to cause the lands and tenements described in Plaintiffs petition to be appraised and sold according to law and to bring the proceeds of said sale into Court subject to the further order of the Court. Description. Situate in the County of Union and State of Ohio and in Claiborne T. 2. and in T. M. S. No. 6293, Beginning in the Centre of the Kosciusko Gravel road at its intersection with the Centre of the Township Road in the West line of John Sivys and J. P. Hedleys land, Thence with the centre of the said township road N. 80° W. 149 Poles to a Stake. Thence S. 8° W. 80 Poles to a Stake. Thence S. 8° E. 149 Poles to the Centre of the gravel road. Thence N. 8° E. 80 Poles to the place of Beginning containing 74½ acres more or less. We Therefor command you, That you procead to carry said Order judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate under the Statute regulating sales on execution and that you apply the proceeds of such sale in satisfaction of said judgment and decree with costs and interest as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you. Witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville this 7th day of March A. D. 1879

(Seal) M. M. Winget Clerk.

Returned and filed April 26th 1879 endorsed as follows viz:

Return

The State of Ohio, Union County ss. In obedience to the command of the order of sale hereto annexed, I did, on the 13th day of March 1879 summon Thomas L. Loveless, Samuel Linder and J. P. Merriott three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described; and afterward on the 13th day of March A. D. 1879, said appraisers returned to me, under

their hands and seals, that the did, upon actual view of the premises, estimate and appraise the real value in money of the same at $48.00 per acre. A certified copy of said appraisal & forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 19th day of March 1879, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court house of said County on the 26th day of April A. D. 1879, at one oclock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit; five consecutive weeks; and in pursuance to said notice, I did, on said 26th day of April A. D. 1879, at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of said Court House, and then and there came J. V. Nash who bid for the same the sum of Thirty six (36) Dollars per acre. And said sum being more than two thirds of the appraised value thereof: and said J. V. Nash being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Thirty six (36) Dollars per acre. Appraisers fees $1.50 Printers fees $9.50 Sheriffs fees $45.26

J. J. Miller Sheriff

And afterward on April 28. 1879 a "Proof of publication was filed with the Clerk of said Court which reads as follows viz:

Proof of Publication

Morris H. Hite vs. Susannah Ward et al

"Court Common Pleas, Union County Ohio, Order of Sale"

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the door of the Court House, in Marysville On Saturday, April 26. 1879, at or about the hour of one oclock P. M. the following described lands and tenements to wit: Situate in the County of Union, State of Ohio and in Claibourne township, and in T. 4. R. 14. Survey No. 6293, beginning in the center of the Hoskins gravel road at the intersection with the center of the township road, in the west line of John Seiry's and J. P. Heath's land; thence with the center of the said township road North 80° W. 149 poles to a stake; thence South 85° E. 149 poles to the center of the gravel road; thence north 85° — poles, to the place of beginning. Appraised at $48.00 per acre. Terms cash. J. J. Miller Sheriff of Union County Ohio," "A. T. Carpenter Attorney for Plaintiff"

affidavit

The State of Ohio, Union County, ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 19th 1879.

"H. O. Shearn"

Sworn to and subscribed before me, this 28th day of April 1879.

H. M. Wright Clerk

And afterward on the 29th day of April 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

Morris H. Hite vs. Susannah Ward et als

On motion of plaintiff by A. T. Carpenter his Attorney, and on producing the return of the Sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in

conformity with the law governing proceedings in such cases, it is further ordered that upon the cash by the purchaser of the premises described in the petition. And the Court having received the amount of the purchase money and being satisfied that from the return of this order and the judgment of confirmation has been complied with thereon and the said J. V. Nash the third day of May A. D. 1879 and the Hundred and Seventy ninth anniversary thereof and upon the payment of the purchase money as aforesaid the Sheriff of this County is hereby directed to make and execute to the purchaser a deed for the premises described in the petition and that the said Sheriff out of the proceeds of this sale pay the costs of this action and the balance of the money arising from the sale of the premises aforesaid to the Court Common Pleas of Union County Ohio to be by the Clerk of said Court distributed to the parties entitled thereto according to their respective rights and interests as found and determined by the Court in this action.

Petition

Pleas before the Court in this action on the 29th day of April 1879 the same being one of the regular days of the April Term of said Court. And the Plaintiff appearing by A. T. Carpenter his Attorney and the Defendants Jesse Taylor and Susannah Ward appearing by their Attorney W. H. Williams and the Defendants Jesse Taylor and Susannah Ward having filed their petition in this action on the 29th day of April 1879 and the same being one of the regular days of the April Term of said Court and

Paid To this Page inclusive

conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Jacob V. Nash by deed in fee simple, the lands and tenements so sold and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to Twenty six hundred and Eighty two Dollars, it is ordered that the Sheriff out of the money in his hands, pay, First. The costs of this action taxed to $68\frac{92}{}$, Secondly. The Court find that since the judgment herein the second one of the notes set forth in the petition has become due, and is unpaid and that there is due the plaintiff thereon with interest to the present day the sum of Eleven Hundred and Twenty four and $\frac{66}{100}$ Dollars. The Court further find that the third note in said petition set forth and described is not yet due and that there is owing thereon to said plaintiff the sum of Five Hundred and Sixty two & $\frac{33}{100}$ Dollars. making in all on the judgment heretofore rendered and the 1st and 2d note Eighteen Hundred and Ninety six Dollars as the entire amount which the Court finds the plaintiff is entitled to receive out of the proceeds of said sale by virtue of his lien on the property sold. The Court further finds the defendant Jacob V. Nash still owns the last three notes set forth and discribed in plaintiffs petition and that said notes are not yet due, and that there is owning on said three notes to said Jacob V. Nash the sum of Seventeen Hundred, Eighty five and $\frac{40}{100}$ Dollars which sum the Court finds said Jacob V. Nash is entitled to receive out of the proceeds of said sale (after the payment of plaintiffs claim) by virtue of his lien on the property sold, It is therefore ordered that the Sheriff pay to the plaintiff Morris H. Hill the amount herein and in the former decree found due and owing him with interest to wit: the sum of Eighteen Hundred and Six & $\frac{89}{100}$ Dollars. Thirdly. To the defendant Jacob V. Nash to apply on the amount heretofore found due to him the balance remaining in his hands to wit: the sum of Seven hundred and seventeen and $\frac{08}{100}$ Dollars.

Attest W. M. Winget Clerk

Pleas before his Honor John L. Perin Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 5th day of May A. D. 1879. Heretofore to wit: On the 4th day of April 1879 a petition was filed with the Clerk of said Court which was as follows viz:

Petition

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

William H. Lamm Plaintiff

against

Jesse Taylor and S. H. Lee Defendants

The plaintiff says: That he on the 10th day of February A. D. 1879 in the Court of Common Pleas in and for the County of Union and State of Ohio at the February Term thereof recovered a judgment against the said Jesse Taylor for the sum of $141\frac{24}{}$ and $14\frac{11}{100}$ costs of suit. That said judgment still remains in full force in law and wholly unpaid.

That said Jesse Taylor has no goods and chattles, lands and tenements liable to execution out of which said judgment can be satisfied; and that on the 4th day of April 879 plaintiff issued an execution on said judgment and delivered the same to the Sheriff of said County, and said Sheriff by virtue of said execution on the 4th day of April 879 duly levied upon the following real estate of the defendant Jesse Taylor. Situate in the township of Jackson, County of Union and State of Ohio, Being part of Virginia Military Survey No. 3743 and bounded and described as follows to wit: Beginning at a stone in the west line of said survey No. 3743 at the S. W. Corner of the lands conveyed to said Justus Taylor by Edward Taylor by deed recorded in Union County Record of Deeds Book 46 Page 352; Thence with said survey line N. 11° W. 12 60/100 Poles to a stone and bricks; Thence N. 81 1/4° E. 146 52/100 Poles to Jerome Drais land; Thence S. 9 1/2° E. 101 3/100 poles to a stone and brick in the centre of a road; Thence S. 23 1/4° E. 21 poles to Hiram Bowen's North line; Thence S. 81 1/4° W. 66 Poles to the beginning containing one hundred Acres of land,

Plaintiff says that the said defendant Jesse Taylor and the said Justus Taylor herein mentioned and in said Records mentioned are one and the same person, the said name of Jesse Taylor being an abbreviation of the said name of Justus Taylor and the said Jesse Taylor being the name by which the said Justus Taylor is known and recognized and which he himself recognizes That the said defendant S. H. Lee at the date of Plaintiffs judgment had a lien on said premises by virtue of a mortgage, given to one Hiram Harriman to secure a sum of money due him from said Justus Taylor, and by said Hiram Harriman assigned and transferred to said defendant S. H. Lee, and as Plaintiff is advised, the same is still in full force and unpaid. Plaintiff further says that by reason of said lien upon said real estate, the same cannot be sold upon said execution. The plaintiff therefore asks that the said Jesse Taylor and S. H. Lee be made parties defendant to this action and that they be required to answer and set forth their respective claims in and to the said premises;

That the Court will upon the hearing of this cause adjust the priorities of the said lien with that of the said Plaintiff and that the said real Estate may be decreed to be sold and the proceeds thereof applied on said claims according to the respective priorities of the liens thereof as the same shall be determined by this Court and for all other proper relief.

Carpenter & Brodrick Attorneys for Plaintiff.

The State of Ohio, Union County, ss. John M. Brodrick being sworn makes oath that he is one of the attorneys for said plaintiff in this action, that said plaintiff is a non resident of said County of Union and is now absent therefrom, and that the facts stated in the foregoing petition are as affiant believes true. "John M. Brodrick."

Sworn to by John M. Brodrick before me and signed by him in my presence this 4th day of April A.D. 1879 H. M. Hinget Clerk

Summons waived

I hereby waive the issuing and service of summons and enter my appearance herein. "S. H. Lee" By Carpenter & Brodrick his attorneys

Praecipe

To the Clerk: Issue summons on the within petition to the defendant Jesse Taylor, directed to the Sheriff of Union County Ohio and return-

Summons

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able according to law, Endorse "Action in the nature of Creditors Bill, Marshalling liens &c. Carpenter & Brodines Attorneys for Plaintiff

And afterward on the 4th day of April A. D. 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting We command you to notify Jesse Taylor that he and another have been sued by William H. Lammon in the Court of Common Pleas of Union County, and that unless he answer by the 3d day of May A. D. 1879, the petition of the said Wm H. Lamm against them filed in the Clerk's 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 14th day of April A. D. 1879. Witness my hand and the seal of said Court, this 4th day of April A. D. 1879. W. M. Winget Clerk

Seal

Endorsed "in Action in the nature of creditors bill, marshalling liens &c"

Returned and filed April 11th A. D. 1879 endorsed as follows viz:

Return

The State of Ohio, Union County, ss. Received this writ April 5th A. D. 1879 at o'clock M., and pursuant to its command served the same April 9th 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named Jesse Taylor. Fees $2.44 J. J. Miller Sheriff By Dyer Reed Dep't.

And afterward on the 5th day of May 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

William H. Lamm Plaintiff
vs.
Jesse Taylor et. al. Defendants

Court of Common Pleas, Union County Ohio

And now comes the said Plaintiffs by his attorneys and thereupon this cause came on for hearing on the pleadings and evidence, on consideration whereof the Court do find that the said William H. Lamm obtained the judgment as he has in his petition alleged, and there is now due on the same the sum of $141 25/100 and that the said S. H. Lee holds a mortgage on said premises and that the same is a prior lien to said judgment. And the Court do further find that the said defendant Jesse Taylor and the said Justus Taylor in whom the recorded title to the premises in the petition described appears are one and the same person. It is therefore considered and ordered by the Court that unless the said defendant Jesse Taylor shall within 10 days from the close of this term of Court pay or cause to be paid to the said plaintiff the said judgment of $141 24/100 with interest and costs of said judgment and this action, that an order issue to the Sheriff of said County, to appraise, advertise and sell the premises in the petition described as the lands and tenements of Justus Taylor, according to law and that he bring the proceeds into Court for further order.

Attest W. M. Winget Clerk

Pleas before his honor John L. Perin Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 10th day of May A. D. 1879. Term for to wit: On the 5th day of April A. D. 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

John Beatty. Plaintiff
Against
Jesse Redman, Margaret Redman and P. R. Kerr and Kerr (his wife) Defendants

Court of Common Pleas Union County Ohio
The plaintiffs says: That on the 15th day of December A. D. 1873, defendant Jesse Redman purchased of one Wm G. Beatty the premises hereinafter described, and to secure the payment thereof executed and delivered to said Wm G. Beatty his four several promissory notes of that date as follows $30 20/100 due in one year thereafter $30 20/100 in two years thereafter, $30 20/100 in three years thereafter and $30 20/100 in four years thereafter all to draw interest from date at 6% (a copy of the second note above refered to now owned and held by plaintiff is hereto attached marked "A.") 2d the defendant Jesse Redman on the 15th day of December A. D. 1873 to secure the payment of said notes executed and delivered to said Wm G. Beatty his mortgage deed and thereby conveyed to said Wm G. Beatty his heirs and assigns the following lands and tenements situate in the County of Union and State of Ohio and in the Village of Richwood and bounded and described as follows to wit: Being All of Out Lot Number Three Hundred and Seventy three (No. 373) in Beaty's addition to said Village of Richwood - For a more definite description reference is hereby made to the Recorded Plat of said Village in the Recorders Office at Marysville Ohio. 3d On the 30th day of December A. D. 1873 at 2 oclock P. M. said mortgage was delivered to the Recorder of said County to be by him entered on Record and was Recorded on the 6th day of January A. D. 1874 in Records of Mortgages of said County Book 10 Page 410. Afterwards, and before its maturity the plaintiff for a full fair and valuable consideration purchased the second note herein before described (a copy of which is attached hereto marked Exibit "A") and is now the legal owner and holder thereof - Plaintiff is not advised as to who holds the remaining notes or as to whether they have been paid - The said defendant P. R. Kerr (as appears by the records of deeds of said County) on the 26th day of September A. D. 1878 purchased or caused said above described premises to be conveyed to him by deed of that date - Plaintiff therefore asks that he be required to set forth by Answer whatever interest he may have in said premises - The said deed has become absolute There is now due and remaining unpaid upon said indebtedness to the Plaintiff the sum of Thirty and 20/100 Dollars with interest from the 13th day of September A. D. 1873. 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 for all proper relief - Carpenter & Brodrick Attorneys for Plaintiff.

The State of Ohio Union County ss. A. T. Carpenter being sworn says that he is one of the attorneys of the above named plaintiff duly authorized in this action - That said plaintiff is a non resident of said County of Union and is now absent therefrom - Affiant further says that the facts stand and allegations contained in the foregoing petition of plaintiff are true as he verily believes. A. T. Carpenter
Sworn to by A. T. Carpenter before me and signed by him in my presence this 5th day of April A. D. 1879 (no signature)

Praecipe

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Answer Kerr

Praecipe

Clerk: Issue summons upon petition in above action returnable according to law: Indorse Amount claimed $30 20/100 with Int. from September 13th 1873 & Foreclosure of mortgage. C. & B. Attorneys for Plaintiff

Exhibit "A"

"$30 20/100 Richwood O. December 15th 1873. September 13th 1875"
"after date I promise to pay to the order of William C. Beatty Thirty & 20/100"
"Dollars at 6% interest from September 13th 1873 value received, "Jesse Redman"

Summons

And afterward on the 5th day of April 1879 a 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 the County of Union Greeting:
We command you to notify Jesse Redman Margaret Redman and P. R. Kerr and Kerr his wife that they have been sued by John Beatty in the Court of Common Pleas of Union County, and that unless they answer by the 3d day of May A. D. 1879, the petition of the said John Beatty against them filed in the Clerk's 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 14th day of April, A. D. 1879. Witness my hand and the seal of said Court this 5th day of April A. D. 1879. H. M. Nugent Clerk.
Endorsed "in action for Amount $30 20/100 & Interest from September 13th 1873 and foreclosure of mortgage."

Return

Returned and filed April 14th 1879 endorsed as follows viz:
The State of Ohio, Union County ss. Received this writ April 5th A. D. 1879, at one o'clock P. M., and pursuant to its command Served the same April 9th 1879 by delivering a certified copy thereof with the endorsements thereon to each of the within named P. R. Kerr and Kerr his wife, The within named Jesse Redman and Margret Redman not found in my County, Fees $3 Lo J. F. Allen Sheriff

Answer of Kerr

And afterward on the 23rd day of April A. D. 1879 an answer to the Petition was filed with the Clerk of said Court which reads as follows.
John Beatty Plaintiff
vs.
Jesse Redman, P. R. Kerr et al.
Court of Common Pleas, Union County Ohio.
The defendant P. R. Kerr now comes and for answer to Plaintiffs Petition says, he is the owner in fee simple of the premises described in said Petition, That the same was conveyed by deed to him by said Jesse Redman and his wife and that neither said Jesse Redman or his wife have any interest whatever in said premises. The defendant further says that he assumed the payment of said note described in Plaintiffs Petition, and that he agreed with said Beatty to pay the same about the 1st of November 1876, but that afterwards about the 1st of January 1879 the defendant says that he purchased of said Beatty 6 town lots in the Village of Richwood O. for which the Sheriff of said County of Union was authorized by said Plaintiff to make to the defendant, deeds of conveyance according to law in pursuance to an order of this Court. Defendant says that on said lots there was an incumbrance to wit: Taxes to the amount of $30 00 which said Plaintiff ought to have paid which the said defendant was compelled to pay, of his own means, and did so pay said amount whereupon Defendant asks that he may be allowed to offset this said amount, against the amount so claimed by the Plaintiff as due

him on said note, and consents that a decree may be entered against him, and said premises, for the Balance which he is ready to pay at any time.

P. R. Kerr in person

State of Ohio, Union County SS. P. R. Kerr being sworn says the foregoing statements and allegations in his answer are true as he believes. P. R. Kerr

Sworn to before me and subscribed in my presence this 29th day of April 1879

H. M. Winget Clerk

And afterward on May 10. 1879 an Entry was made on the journal of said Court which reads as follows viz:

Journal Entry

John Beatty vs. Jesse Redman et al

This day this cause came on to be heard upon the plaintiffs demurr to the answer of defendant P. R. Kerr and was argued and submitted to the Court. Whereupon the Court being fully advised in the premises sustained said demurr.

Afterward on May 10th 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry

John Beatty vs. Jesse Redman et al

And now comes the said plaintiff by A. T. Carpenter his attorney and the Court having sustained plaintiffs demurr to the answer of P. R. Kerr and he having filed no other answer and none of the other defendants having Answered or demurred to plaintiffs petition and it appearing to the Court from the answer of defendant P. R. Kerr and the evidence that since the execution of the note and mortgage set forth in plaintiffs petition that the premises therein described have since been conveyed by Jesse Redman and Margaret Redman, his wife, defendants herein to the defendant P. R. Kerr and that when he purchased said premises he agreed to and did assume and agree to pay to plaintiff the note described in plaintiffs petition and relieve defendant Jesse Redman from all liability therein. It is therefore considered by the Court that the said plaintiff is entitled to an account of the money due him in the premises and the Court after hearing the evidence do find that there is due from the defendant P. R. Kerr to the plaintiff on the note and mortgage in said petition described the sum of Forty $\frac{35}{100}$ Dollars. It is therefore considered by the Court here that the said plaintiff recover of the said defendant P. R. Kerr the said sum of Forty $\frac{35}{100}$ Dollars the sum so found to be due on the 21 day of April A. D. 1879 with interest from said date, as aforesaid and also his costs taxed to $

And it is further ordered and adjudged that in case said defendant P. R. Kerr fails for three days from the close of this term of Court to pay to said plaintiff said sum of Forty $\frac{35}{100}$ Dollars with the interest thereon from the 21st day of April A. D. 1879 so as aforesaid found due, with costs of suit an order issue to the Sheriff of said 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 the said sum so found due with costs of suit.

Attest H. M. Winget Clerk

Petition

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Pleas te for his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Heretofore to wit: On the 24. day of March 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Ryan, Johnson & Co. } Court of Common Pleas, Union County Ohio
vs. } The Plaintiffs say that they are partners doing business within the State of Ohio under the firm name
H. C. Goldsmith } and style of Ryan, Johnson & Co. That this their action is founded upon an account (an itemized copy of which is hereto attached marked Exhibit "A") for the sum of Six Hundred and Fifty Eight 70/100 Dollars which is now due from defendant to plaintiffs and which plaintiffs claim with interest thereon from the 31 day of December A. D. 1878 and for which they ask judgment.

Carpenter & Brodrick Attorneys for Plaintiffs

The State of Ohio, Union County ss. A. J. Carpenter being sworn says that he is the attorney for the above named plaintiff in this action and duly authorized. That the above named plaintiffs are non-residents of said County of Union and are now absent therefrom. Affiant further says that the facts stated and allegations contained in plaintiffs foregoing petition are true as affiant verily believes.

(signed) A. J Carpenter

Sworn to by A. J. Carpenter before me and signed by him in my presence this 29th day of March A. D. 1879. H. M. Hinget Clerk

Praecipe

To Clerk: Issue summons upon petition in above entitled case returnable according to law- Indorse "Amount claimed $658.70 with interest from December 31 1878. Carpenter & Brodrick Attorneys for Plff

Copy of account

"Exhibit A" H. C. Goldsmith Esq. To Ryan Johnson & Co."

1878 June 28. To 15 M Shingles xxx @ 3.20 $8.00. 30 M Lath 1.50 5.00. June 29 To 2000 Ft/m Fine Common D. 28 @ 21 $2.00 200 Ft 2 in Fine Common D. 28. @ 21 4.20. 1500 ft 1/2 in 3rd Clear D. 28 @ 29 $3.20 300 Ft. 1 1/4 in Box Sawed D. & 26. 7.80. 500 Ft 2x18-16 3rd D. 28. 29 14.50. 48 Ft. 2x18-16 Box D. 28 26 1.20 56 Ft 2x18-16 2nd D. 28. 34 1.90. 288 ft 1x4 6x8-12 Common D. 28. 54 32 96 ft. 2x4-12 Common D. 4 & 16 1.53 867 ft 2x8-26 Sized 13 $11.27 30 M +++ Shingles 3.20 96.00 July 3rd 1800 Feet 2x4-18 Sized 500 Feet 2x6-20 299 ft 2x8-14. 288 feet 2x6-8-2887 @ 13 37.53 3000 ft to 2 Siding @ 21 63.00 3000 feet to 3 Siding 18 $54.00 July 25 To 1500 feet 1 in Culls @ 9 13.50 3000 feet to 3 Flooring 18 $54.00 300 feet to 2 Flooring 21 $6.30. 2300 feet C Stock 16 ft 51 S. 14 $32.20 575 = 2300 ft Swine Battens 65 $14.95 300 feet 2x4-18 12 $3.60 16 M xxx Shingles 3.50 50.40. December 31st Interest $12.00 Total $658.70

W. C. Goldsmith Esq. Please pay above amount to A. J. Carpenter Esq Attorney at Law and oblige Ryan Johnson & Co.

And afterward on the 29th day of March 1879 a Summons was issued by the clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify William C. Goldsmith that he has

Praecipe

Summons

Return

Journal Entry

Petition

Return

Journal Entry

ferm sued by Ryan Johnson & Co. in the Court of Common Pleas of Union County, and that unless he answer by the 26th day of April A. D. 1879 the petition of said Ryan, Johnson & Co. 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 April A. D. 1879. Witness my hand and the seal of said Court, this 29th day of March A. D. 1879 H. M. Winget Clerk.

Returned and filed April 7. 1879 endorsed as follows viz:

The State of Ohio, Union County SS. Received this Writ March 29th A. D. 1879 at 7 oclock P. M. And pursuant to its Command served the same on the 1st day of April 1879 by delivering a certified Copy thereof with the Endorsements thereon to the within named H. C. Goldsmith. Fees $2.10 J. J. Miller Sheriff

And afterward on the 5th day of May 1879 an entry was made on the Journal of said Court which reads as follows viz:

Ryan Johnson & Co. } And now comes the said Ryan Johnson & Co. by A. J. Car. vs. } penter their attorney and the said H. C. Goldsmith having H. C. Goldsmith } failed to demur or answer to the petition of the said Ryan Johnson & Co it is considered that the said Ryan Johnson & Co. ought to recover the said sum of $658.70 so demanded in their petition, together with the sum of $12.07 which the Court finds due as the interest thereon as prayed for in said petition, It is therefore considered that the said Ryan Johnson & Co. recover against the said H. C. Goldsmith the said sum of $670.77 together with their costs in and about their suit in this behalf expended, taxed to $

Attest H. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 28th day of October A. D. 1878 Heretofore to wit: On the 26 day of March 1878 a petition was filed with the Clerk of said Court which reads as follows viz:

"To the Court of Common Pleas within and for the County of Union and State of Ohio"

Your Petitioner, Asbery Elliott respectfully represents that he has been a resident of the State of Ohio for more than the year last past and that he is now a bona fide resident of said County of Union. And your Petitioner further represents that on or about the 12th day of January A. D. 1871 in said County of Union he was lawfully married to Mary E. Ferris whom he prays may be made a party defendant to this petition, and that he has ever since conducted himself toward said defendant as a faithful and attentive husband. Yet your petitioner truthfully avers that the said defendant has been guilty of gross neglect of duty toward him for more than three years last past. And your petitioner prays that he may be divorced from said defendant and the marriage relation heretofore existing between them may be dissolved and wholly annulled, and that the Custody, Care, and Control of the Three minor Children viz: Elizabeth J. Elliott, aged about six years, Harry Elliott aged about four years and Della May Elliott, aged about one year, may be decreed to him, and for such other relief as may be equitable and just

A. H. Bightler Attorney for Petitioner.

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State of Ohio, Union County s. s. Asberry Elliott being first duly sworn says that the facts stated and allegations in the foregoing petition are true as he verily believes "Asberry Elliott"

Sworn to before me and subscribed in my presence this 20th day of March A. D. 878. [seal] N. L. Woodburn Notary Public

Praecipe "Clerk issue summons and Copy of petition to Def't returnable according to law"

And afterwards on the 8th day of April A. D. 1878 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons The State of Ohio, Union County, ss To the Sheriff of the County of Union Greeting: We command you to notify Mary E. Elliott that she has been sued by Asberry Elliott in the Court of Common Pleas of Union County, and that unless she answer by the 27th day of April A. D. 878 the petition of the said Asberry Elliott 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 8th day of April A. D. 1878. Witness my hand and the seal of said Court, this 26th day of March A. D. 1878. H. M. Wright Clerk

Return The State of Ohio, Union County, ss. Recived this writ March 26th A. D. 1878, and pursuant to its command I served the same on the within named Mary E. Elliott by delivering to her a certified copy of this writ and copy of Petition for divorce this 7th day of April A. D. 878 Fees $1.10 J. J. Miller Sheriff By George C. Edwards Deputy.

The above writ was returned and filed April 8th 878 Endorsed as above

And afterwards on the 28th day of October 1878 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry Asberry Elliott vs Mary E. Elliott } Court of Common Pleas, Union County Ohio, Now come the Plaintiff herein and the defendant being in default for answer or demurer, the Court finds that the Plaintiff at the time of filing his petition had been a resident of the State of Ohio, for more than one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further finds, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Asberry Elliott, and Mary E. Elliott be, and the same hereby is, dissolved and both parties are released from the obligations of the same. And it is further ordered that the Custody, Care and Control of the said Children of the parties hereto be, until further order, confided to the said Asberry Elliott exclusively, but the said Mary E. Elliott shall have the privilege of visiting said children at reasonable times

Attest H. M. Wright Clerk

Pleas be for his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21. day of April A. D. 1879.

Hereto for to wit: On the 27th day of March 1879 a petition was filed

with the Clerk of said Court which reads as follows viz:
Court of Common Pleas Union County Ohio,

Petition — D. M. Stewart and J. P. Conklin doing business under the firm name and style of Stewart and Conklin, Plaintiffs
vs.
O. C. Chase Defendant

Plaintiffs say: I Cause of action. The first cause of action is founded upon a promissory note of which the following is a copy- "$198 23 Marysville O. Aug 29. 1877 Sixty days after date I promise to pay to the order of Stewart and Conklin one hundred and Ninety Eight 23/100 Dollars at with 8% int, from Maturity. Value Recvd. O. C. Chase

There is due the Plaintiffs on said note from the defendant the sum of One hundred ninety Eight and 23/100 Dollars which they claim with interest from October 28th 1877. II Cause of action. Plaintiffs say their Second Cause of action is founded upon an account of which the following is a Copy. "O. C. Chase To Stewart & Conklin, Dr. '76 September 3 Notes, $23 20" There is due to the plaintiffs on said account from the defendant the sum of twenty three and 20/100 which they claim with interest from October 3d 1877. Plaintiff therefore asks judgment for the sum of two hundred twenty one and 43/100 Dollars with interest at 8% on $198 23 from October 28. 1877 and on $23 20 at 6% from October 3rd 1877.

Robisons and Piper Attorneys for Plaintiffs

State of Ohio, Union County ss. L. Piper being duly sworn according to law says he is one of the attorneys of the above named Stewart and Conklin duly authorized in the premises, that the said Stewart and Conklin are non residents of the said County of Union and all the members of said firm are now absent from said County of Union and that the facts stated and allegations in the foregoing pleading of Stewart and Conklin are as affiant believes true. L. Piper.

Sworn to before me L. L. Piper and by him subscribed in my presence this 27 day of March A. D. 1879. M. M. Winget Clerk

Service waived — I hereby waive the issuing and service of process and enter my appearance to the within petition O. C. Chase

And afterward on the 1st day of May 879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry — Stewart and Conklin vs. O. C. Chase — Now comes the plaintiffs and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and that the defendant is indebted to the plaintiffs in the sum of two hundred forty eight and 47/100 Dollars ($248 47) It is therefore considered by the Court here that the said plaintiffs recover from the said Defendant the said sum of two hundred, forty eight and 47/100 Dollars with interest at Eight per cent from the 1st day of May A. D. 1879 together with their costs in and about their suit expended herein taxed to $

Attest M. M. Winget Clerk

Pleas before his Honor John L. Perin Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of

Petition

A Price A. D. 1879. Heretofore to wit: On the 3rd day of February 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Alelia Price Plaintiff
vs.
John Price Defendant

To the Honorable the Court of Common Pleas within and for the County of Union and State of Ohio. Your Petitioner Alelia Price respectfully represents that she has been a resident of the State of Ohio for many years last past and is now a bona fide resident of the said County of Union. That about the months of August 1856 she was lawfully married to one John Price whom she prays may be notified and made party defendant hereof. The petitioner as the result of said marriage relation has the following children now living and under the age of majority viz: Edward aged 17 years Matilda aged 15 years, Susannah aged 13 years, Harley aged 10 years, Mary aged 8 years. Your Petitioner further represents that said petitioner since her marriage inherited from the estate of her father the sum of $200 and which the said John Price took and has converted to his own use, promising however to repay the petitioner. The petitioner and said John Price by their labor have accumulated a small property consisting of about 30 acres of land situate in Jackson Township in said County of Union and situate on the Essex and Lane Road and bring all the land owned by them in said County and which is in the name of the said defendant John Price also the following personal property viz: One team of horses and wagon and some farming implements, one cow some grain & hay. Your Petitioner further avers that she has always conducted herself as a faithful and obedient wife and has done all in her power to keep & raise their children and take care of their home. But the petitioner avers that the said John Price has been guilty of habitual drunkenness for the three years last past and also guilty of extreme cruelty and gross neglect of duty. The petitioner says that the said John Price has been and now is squandering and wasting their little estate in his drunken carousals and that he has lost all interest in his family or the petitioner and by reason of his intemperance and dissolute habits unless restrained by the order and injunction of this Court will soon render the petitioner and her said children homeless.

The petitioner says that to satisfy his cravings for intoxicating drink the defendant will go in debt and borrow money and then take the grain and things of absolute need for the family to pay his drinking bills. The petitioner says that said John Price has lately borrowed in Marion about two hundred dollars which he has spent largely in drinking and intemperance and that he is threatening to dispose of said property to do with it as he pleases and leave the petitioner and said children destitute. The petitioner asks the Court here that a full and just hearing may be had hereon and that she may have the care, custody and of said children granted to her and that said property may be allowed to her for the support of herself and said children and for reasonable alimony pending this suit and that said

defendant John Price may be injoined from disposing of or in-
cumbring any of said property until the final hearing hereof and that
the petitioner may be divorced and for all proper relief.
Cameron & Benton Attorneys for petitioner.
State of Ohio, Union County. S.S. I Aletia Price being first duly sworn
depose and say that the facts stated and allegations made in the
foregoing petition are true. "Aletia Price"
Sworn to before me by said Aletia Price and by her subscribed
in my presence this 1. day of February 1879
(Notary Seal) S. P. Mulford Notary Public
Petition endorsed," Injunction allowed as prayed for until the further order of the Court"

Praecipe — Aletia Price vs. John Price } Clerk: Issue Summons in this case and copy of Petition indorse injunction allowed. Cameron & Benton

And afterward on February 3rd 1879 an entry was made on the
Journal of said Court which reads as follows viz:

Entry — Aletia Price vs. John Price } This day came this cause on to be heard upon the motion of the said Aletia Price for a restraining order and injunction as prayed for in the petition and the Court being fully advised in the premises do sustain said motion. It is therefore ordered and adjudged by the Court that said defendant be enjoined and restrained as prayed for in said petition until the further order of this Court.

And afterward on February 3rd 1879 a Summons was issued by
the Clerk of said Court which reads as follows viz:

Summons — "The State of Ohio, Union County, ss. To the Sheriff of the County of Union
Greeting: We command you to notify John Price that he has been
sued by Aletia Price in the Court of Common Pleas of Union County,
and that unless he answer by the 8th day of March A.D. 1879, the
petition of the said Aletia Price against him filed in the Clerk's of-
fice 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 February A.D. 1879. Witness my hand and the
(Seal) seal of said Court, this 3d day of February A.D. 1879 "W. McKnight Clerk"

Return — Returned and filed February 7th 1879 endorsed as follows viz:
The State of Ohio, Union County, ss. Received this writ February 3rd A.
D. 1879, at 7 o'clock P.M., and pursuant to its command served the
same on the 6th day of February 1879 by delivering a certified copy there-
of with the endorsements thereon to the within named John Price
and at the same time delivering to said John Price a certified co-
py of Petition for divorce. Fees $3.00 J. J. Miller Sheriff By Dyer Reed Dept.

And afterward on the 22. day of April A.D. 1879 an answer and
Cross petition was filed with the Clerk of said Court which reads as follows.

Answer & Cross petition — Aletia Price Plaintiff vs. John Price Defendant } To the honorable Court of Common Pleas within and for the County of Union and State of Ohio.
The defendant John Price by leave of the Court
first had and obtained now comes and for his answer and cross pe-
tition in the above case says: That he has been a resident of the State
of Ohio for many years last past and is now a bona fide resident

of the said County of Union, That about the month of August A. D. 856 he was lawfully married to the plaintiff Alitia Price. The defendant further says that as the result of said marriage there is now living and under the age of majority the following Children viz: Edward, aged 17 years. Matilda, aged 15 years. Susana Aged 13 years Healy aged 10 years. Mary aged 8 years. Your Petitioner avers that he has always conducted himself as a faithful and obedient husband toward the plaintiff. That the said plaintiff regardless of her marital duties toward the defendant has been guilty of gross neglect of duty. The defendant prays that he may be divorced from the said Alitia Price: and that the custody of the said Children may be decreed to him: and that he may have such other and further relief as equity may require. "D. H. Ayers Attorney for Defendant"

State of Ohio, Union County ss: John Price being first duly sworn says that the facts stated and allegations made in his foregoing pleading are true. "John Price"

Sworn to before me and signed in my presence by the said John Price this 21st day of April a. D. 1879. W. M. Kinget Clerk

And afterward on the 3d day of May 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

Alita Price vs. John Price } Now came the parties herein and thereupon this cause came on for hearing on the petition of the plaintiff, the answer and cross petition of the defendant and on the Evidence, On consideration whereof the Court find that the parties were married as stated in the petition, and at the time of filing the petition were bona fide residents of Ohio and County of Union. The Court further find that the defendant has not been guilty of the neglect and misconduct as charged in the petition but has in all respects conducted himself as a good and faithful husband and the said petition is therefor dismissed. And thereupon this cause came on to be heard on the cross petition of the defendant and the evidence, on consideration whereof the Court find that the plaintiff has been guilty of gross neglect of duty and that by reason thereof the defendant is entitled to a divorce as prayed for in his cross petition. It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Alita Price and John Price be and the same is hereby dissolved, and both parties are released from the obligations of the same. It is further ordered that the Custody, Care, Education and Control of the said Children of the parties hereto be confided to the said John Price Exclusively. And the Court do further find that the defendant is the owner in fee simple of the following described real estate to wit: Part of survey No. 9922 Situate in Jackson Township Union County Ohio, Beginning at a stake in the South east corner of the farm of Harvey Price in the center of Rush creek near an ash on the west Bank of the Creek, Thence S. 78° W. 117 88/100 poles to a stake, thence N. 12° W. 56 1/10 poles to a stone. Thence N. 78° E. 56 1/16 poles to the center of Rush Creek. Thence with the meanders thereof to the Beginning containing thirty acres. It is therefore ordered and decreed that the plaintiff be forever divested of all and every claim title or interest by courtesy or

otherwise in or to any of the real estate herein before described; and that the defendant have full power to lease, rent or dispose of the same at his pleasure. And the plaintiff is enjoined from interfering in any manner with his rights and from setting up any interest in said Real Estate,
Attest H. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21. day of April A. D. 1879. Heretofore to wit: On the 14th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition "To the Court of Common Pleas. within and for the County of Union and State of Ohio. Your Petitioner Evaline Davis respectfully represents that she has been a resident of the state of Ohio for more than the year last past and that she is now a bona fide resident of said County of Union. And further represents that on or about the 6th day of May A. D. 1878 in said County of Union, she was lawfully married to Robert Davis, whom she prays may be made a party defendant to this petition, and that she has ever since conducted herself toward said Robert Davis, as a faithful and obedient wife. Yet your Petitioner avers that the said Robert Davis has been guilty of gross neglect of duty toward her. The residence of said Robert Davis is to plaintiff unknown. Your petitioner prays that the said Robert Davis may be notified of the filing of this Petition according to law, and required to answer the same, and that on the final hearing of this cause she may be divorced from the said Robert Davis, that she may be restored to her maiden name of Evaline Spain, and for such other and further relief as may be equitable and just
A. H. Brighton Attorney for Plaintiff

Legal notice On May 8th 1879 a legal notice was filed with the Clerk of said Court which reads as follows viz:
Robert Davis, whose place of residence is to petitioner unknown is notified that Evaline Davis did, on the 14th day of January A.D. 1879, file her petition in the office of the Clerk of the Court of Common Pleas, of Union County, Ohio, charging said Robert Davis with gross neglect of duty, and asking that she may be divorced from the said Robert Davis, which petition will stand for hearing at the next term of said Court. Dated this 14th day of January A.D. 1879 A. H. Brighton Attorney for petitioner.

Proof of publication The State of Ohio, Union County, ss. The undersigned being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Jan. 15 1879. "H. O. Shearn"
Sworn to and subscribed before me this 8 day of May 1879.
H. M. Winget Clerk

And afterwards on the 10 day of May 1879 an entry was made on the Journal of said Court which reads as follows viz:

Journal Entry Evaline Davis } Now came the plaintiff herein and the defendant being
vs. } in default for answer or demurrer, the Court find the
Robert Davis } Plaintiff, at the time of filing her petition, had been

a resident of the state of Ohio, for more than a year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married at the time set forth in the said petition. The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Evaline Davis and Robert Davis, be, and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the petitioner be, and she hereby is, restored to her maiden name of Evaline Spain. It is further considered by the Court that the said Evaline Davis, recover from said Robert Davis her costs herein expended.

Attest H. M. Winget Clerk

Pleas before his Honor John L. Potter Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Thereto for to wit: On the 17th day of March A.D. 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Edwin Andrews. Plaintiff
against
Ruth A. Andrews. Defendant

Petition

Court of Common Pleas, Union County Ohio

The plaintiff says: That he has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of said County of Union.

2d That on or about the 7th day of November A.D. 1867 at said County of Union and State of Ohio he was married to the defendant and he has ever since conducted himself towards the said Ruth A. Andrews as a faithful and kind husband

3rd Plaintiff says that some four or five years since he had a stroke of paralysis and since then has had very poor health and about November 1877 he had another stroke of paralysis since which time he has been almost entirely helpless. That since his first attack of said disease he has had precarious health and been constantly failing, losing strength and had frequent intervals of being helpless and requiring constant care to preserve his life and prevent suffering. Plaintiff says that said defendant disregarding her duties as a wife ever since plaintiff began to fail in health has become more and more estranged from him without his fault and has for the last five years abandoned him at frequent intervals, going away from home without notice to plaintiff and staying away days and sometimes weeks at a time leaving plaintiff alone weak and unable to help himself and wholly dependant for care and relief upon the chance of friends and neighbors coming to his assistance. At such times defendant would not leave provisions cooked sufficient for plaintiff nor in any way provide or attempt to provide for the comfort or necessarys of plaintiff. Plaintiff further says that again on or about the 25th day of February A.D. 1878 plaintiff being in a helpless condition and wholly unable to take care of himself by reason of sickness as aforesaid said defendant again abandoned him and went away, plaintiff knows not whither, whereupon the Town-

Ship Trustees of Liberty Township came to his relief and had Plaintiff Cared for since which time Plaintiff has received no care or attention from his said wife nor has she been with him but he has been removed and Cared for by friends. The Plaintiff therefore prays that he may be divorced from the defendant and have such other and further relief as in Equity he is entitled to. Carpenter & Broderick Attys for Plaintiff

Praecipe — To the Clerk: Issue summons, accompanied by a copy of the petition in the above action to the defendant directed to the Sheriff of Union County Ohio, and returnable according to law. Endorse "Action for divorce" Charge Gross neglect of duty. Carpenter & Broderick, Attorneys for Plaintiff

And afterwards on the 17. day of March 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons — "The State of Ohio, Union County, ss. To the Sheriff of Union County: You are Commanded to notify Ruth A. Andrews that Edwin Andrews has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition. (a copy of which is herewith served on .) charging her with gross neglect of duty and asking that he be divorced from her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 31st day of March, A. D. 1879. Witness my signature as clerk of our said Court of Common Pleas and the seal of said Court, at Marysville this 17th day of March A. D. 1879.

(Seal) H. M. Winget Clerk.

Returned and filed March 31st 1879 Endorsed as follows viz:

Return — Received, on the 18th day of March A. D. 1879: and on the 28 day of March A. D. 1879 I served the same by delivering a true copy thereof to the within named Ruth A. Andrews and at the same time delivering to said Ruth A. Andrews a certified copy of petition for divorce. Fees $2.00

J. J. Miller Sheriff, By Lyn Reed Deputy

And afterwards on the 7th day of May 1879 an entry was made on the journal of said Court which reads as follows viz:

Journal Entry — Edwin Andrews vs. Ruth A. Andrews } This cause came on for hearing on the petition (defendant failing to answer or demur) and the evidence and was submitted to the Court. On consideration whereof the Court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty as charged in the petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage Contract heretofore existing between the said Edwin Andrews and Ruth A. Andrews be and the same hereby is, dissolved and both parties are released from the obligations of the same.

And it is further ordered that the plaintiff pay the costs of this Proceeding.

Attest H. M. Winget Clerk

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Pleas before his honor John L. Perin Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 5th day of May 1879. Heretofore to wit: On the 4th day of April 1879. a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

J. H. Robinson Plaintiff
vs.
Pelin Wymgar & G.B. Hamilton

Court of Common Pleas, Union County Ohio.
The said plaintiff says there is due to him as the assignee of the note herein after mentioned from Pelin Wymgar as maker and from G. B. Hamilton as guarantor of the note, a copy of which note and guaranty are hereto attached the sum of three hundred and sixty two dollars and 10/100. with interest thereon from April 3rd 1878. Therefore plaintiff asks judgment against said Pelin Wymgar as principal and G. B. Hamilton as guarantor said sum of three hundred and sixty two and 10/100 dollars with interest thereon from April 3d 1878. J. H. Robinson

The State of Ohio, Union County ss. J. H. Robinson plaintiff being duly sworn deposes and say the allegations of the foregoing petition are all true J. H. Robinson

Sworn to before me and signed in my presence this 3d day of April 879 (No sign)

Copy of note

"Marysville Ohio Janry. 1st 1877. $362 10/100. On or before the first day of April A. D. 1878 for value received I promise to pay to J. H. Robinson or bearer the sum of six hundred and fifty and 10/100 dollars with interest from date. "Pelin Wymgar"
Endorsed "I assign this note to J. H. Robinson and guaranty the Collection of the same January 3d 878. "G. B. Hamilton"
Endorsed Paid April 3d 1878 Three hundred dollars by check "G. B. Hamilton on Bank of Richwood and given to J. H. Robinson"

Praecipe

I issue summons and endorse "petition for $362 10/100 with interest from April 3d 1878 on note. "J. H. Robinson"

And afterward on the 4th day of April A. D. 1879 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of Union County Greeting: We Command you to notify Pelin Wymgar and G. B. Hamilton that they have been sued by J. H. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 3d day of May A. D. 1879 the petition of said J. H. Robinson against them filed in the Clerk's 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 14th day of April A. D. 1879. Witness my hand and the seal of said Court this 4th day of April A. D. 1879
(seal) W. M. Wright Clerk

Return

Returned and filed April 14. 1879 endorsed as follows viz:
The State of Ohio. Union County ss. Received this writ April 5th A. D. 1879 at 3 o'clock P. M. And pursuant to its command served the same on the 9th day of April 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of each of the within named Pelin Wymgar and G. B. Hamilton. Fees $2.80
J. J. Miller Sheriff

And afterwards on the 5. day of May 1879 an entry was made on the

Entry

Journal of said Court which reads as follows viz:
J. H. Robison Plaintiff vs. Peter Hymgar & G. B. Hamilton
This day came on this cause to be heard on the petition and evidence of note and defendants made default and a jury was waived and thereupon the Court being fully advised in the premises do find the allegations of the petition are true and there is due on said note to plaintiff from Peter Hymgar as maker and Geo. B. Hamilton as guarantor the sum of three hundred and sixty two and 10/100 dollars with interest from April 3. 1878 amounting to $23 75 and making a total of this date $385 63/100 It is therefore considered, ordered and adjudged by the Court that plaintiff recover of said defendants, Hymgar as principal and Hamilton as guarantor said sum of three hundred and eighty five and 63/100 dollars and costs herein expended taxed to $

Attest H. M. Stinger Clerk

Pleas before his honor John L. Portis Judge at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio: On the 21. day of April A. D. 1879. Heretofore to wit: On the 29th day of April 1879 a Petition and Answer was filed with the Clerk of said Court which reads as follows viz:

Petition

"The State of Ohio, Union County ss. In the Court of Common Pleas."
Maggie A. Swartz Plaintiff against Marcus Hildreth Defendant
Maggie A. Swartz says that the Defendant on or about the sixth day of January A. D. 1879, executed and delivered to the said Plaintiff, his promissory note, of that date, together with a warrant of attorney, which promissory note and warrant of attorney are hereto attached marked "Exhibit A" and made a part of this petition. Said Plaintiff further says that said promissory note is due and unpaid, that she is the legal owner and holder thereof, and that there is still due her thereon from said Defendant the sum of Three hundred and Fifty Dollars with interest at the rate of 8 per centum per annum, from the 16th day of April A. D. 1879. Therefore, the plaintiff asks judgment against said Defendant for the sum of Three Hundred and Fifty Dollars with interest thereon at the rate of 8 per centum per annum, from the 16th day of April A. D. 1879 and for costs of suit. A. H. Beightler Plaintiff's Attorney.

The State of Ohio, Union County, ss. A. H. Beightler being duly sworn says that he is the Attorney of Record of said Plaintiff, that this action is brought upon an instrument in writing for the payment of Money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact. A. H. Beightler

Sworn to by said A. H. Beightler before me, and by him subscribed in my presence, this 29th day of April A. D. 1879. H. M. Stinger Clerk

Copy of note

"$350. Pharisburgh O. January 6th 1879 Ninety nine days after date, for value received I promise to pay to the order of Maggie A. Swartz Three hundred and Fifty Dollars with interest, at the rate of none till due per cent. per annum at 8 pr. ct. after due. And I hereby authorize any Attorney at Law to appear in any Court of Record

Answer

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in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against me in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal. Marcus his X mans Hildreth (Ls)

Answer

"The State of Ohio Union County ss. In the Court of Common Pleas."
Maggie A. Swartz Plaintiff
Against
Marcus Hildreth Defendant
} By virtue of the Warrant of Attorny attached to the Foregoing Petition I R. L. Woodrum an Attorny 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 Maggie A. Swartz Plaintiff against said Marcus Hildreth Defendant and waive the issuing and service of process therein, and confess a judgment in favor of the said Maggie A. Swartz against said Marcus Hildreth for the sum of Three hundred and Fifty one and 5/100 Dollars, Damages, being the Amount appearing due for Principal and interest on said Promissory note and also for costs of suit, and I do hereby release all errors and waive all right of appeal. "R. L. Woodrum Defendants Attorny"

And afterward on the 30th day of April 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

Maggie A. Swartz
vs.
Marcus Hildreth
} Court of Common Pleas, Union County Ohio. Now came the Plaintiff by her attorney, also came R. L. Woodrum one of the attorneys of this Court, on behalf of the defendant Marcus Hildreth and by virtue of a warrant of attorny for that purpose, duly executed by the said Marcus Hildreth, and now produced to the Court, waived the issuing and service of process, and, with the assent of plaintiff, confessed that the said Marcus Hildreth, is justly indebted to the said Plaintiff in the sum of three hundred and fifty one and 5/100 as evidenced by the promissory note of said Marcus Hildreth executed by him on the 6th day of January 1879, for the sum of $ 350.00 payable sixty nine days from date, with 8% interest after due. It is therefore considered by the Court that the Plaintiff Maggie A. Swartz recover of said defendant the said sum of Three Hundred and fifty one and 5/100 dollars, with 8% interest from the date of this entry, together with his costs herein expended, taxed at $

Attest W. M. Kinget Clerk

Pleas before his honor John L. Perlie Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Hereto for to wit: On the 22nd day of March 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Cyrus V. Osborn, William Salcamp and Edward B. Solomon doing business under firm name & style of Osborn Salcamp & Co
vs.
J. H. Southard, L. H. Southard and John Penhorwood, Defendants
} Court of Common Pleas, Union County Ohio

The Plaintiffs say: This their action is founded upon a Promissory note of which the following is a copy with the credits thereon;
"$ 272 52/100 Dayton O. Aug 7th 1877. One Hundred and Sixty days after date we or either of us promise to pay to the order of Osborn Saleaum & Co. Two Hundred and Seventy two and 52/100 Dollars at Bank of Richwood, Richwood O. Value received, with interest at 8% after maturity.
"J. H. Southard, L. H. Southard, John Penhorwood.
On said note appear the following Endorsements. "May 10/78 paid on within $150.00. August 13/78 paid $25.00. There is due from the defendants to J. H. Southard. L. H. Southard and John Penhorwood to the plaintiffs on the said note the sum of One Hundred nine & 69/100 dollars which they claim with interest at Eight per cent per annum from August 13th A. D. 1878 and for which they ask judgment.
Robinsons & Piper Attorneys for Plaintiffs.
State of Ohio, Union County ss. L. Piper being duly sworn says he is one of the attorneys of the above named Osborn Saleaum & And Company duly authorized in the premises, that the pleading of the said Osborn Saleaum & and Company is founded upon a written instrument for the payment of money only now in the possession of this affiant and that the facts stated and Allegations in the foregoing pleading of Osborn Saleaum & and Company are as affiant believes true. L. Piper
Sworn to before me by L. Piper and by him subscribed in my presence This 22nd day of March A. D. 1879. H. M. Winget Clerk

Praecipe — To Clerk. Issue Summons upon the within petition to Sheriff of Union County for J. H. Southard. L. H. Southard and John Penhorwood and to Sheriff of Champaign County Ohio for J. H. Southard and L. H. Southard returnable according to law. Amount claimed $ 109 69/100 with 8% interest from August 13th 1878. "Robinsons and Piper Attorneys for plaintiffs"

And afterwards on the 22nd day of March A. D. 1879 a Summons was issued by the Clerk of said Court to Sheriff of Union County which reads as follows:

Summons — The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify J. H. Southard, L. H. Southard and John Penhorwood that they have been sued by Osborn, Saleaum & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of April A. D. 1879 the petition of said Osborn, Saleaum & Co. 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 31st day of March A. D. 1879. Witness my hand and the seal of said Court, this 22d day of March A. D. 1879
(Seal) H. M. Winget Clerk.

Return — Returned and filed March 31st Endorsed as follows viz:
The State of Ohio, Union County, ss. Received this writ 23rd March A. D. 1879, And pursuant to its command I served the same March 28th 1879 by delivering a certified copy thereof with the endorsements thereon to each of the within named L. H. Southard and John Penhorwood, J. H. Southard not found. Fees 3.10 J. J. Miller Sheriff By Dyer Reed Deputy.

And on the same day a summons was issued to the Sheriff of Champaign County by the Clerk of said Court which reads as follows viz:

Summons — To the Sheriff of the County of Champaign Greeting: We command you

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to notify J. W. Southard and L. H. Southard that they and another have been Sued by Osborn Salcamp & Co. in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of April A. D. 1879 the petition of said Osborn, Salcamp & Co. 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 31st day of March A. D. 1879. Witness my hand and the seal of said Court this 22d day of March A. D. 1879. W. M. Winget Clerk

Seal

Return

Returned and filed April 2nd 1879 Endorsed as follows viz:
The State of Ohio, Champaign County, ss. Received this Writ March 24th A. D. 1879. And pursuant to its Command I did on the 31st day of March 1879 serve the within J. W. Southard by leaving a true copy of this writ at his usual place of Residence, the within named L. H. Southard not found in Champaign Co. Fees $3 75

Saml C. Boles Sheriff per R. F. Miller Dep Sheriff

And afterward on the 8th day of May 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

Osborn Salcamp & Co. vs. J. W. Southard and others } Now came the plaintiffs herein and the defendants to this in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and the Court further find that the defendants are indebted to the plaintiffs in the sum of one hundred Seventeen and 59/100 Dollars ($117 59). It is therefore considered by the Court here that the said plaintiffs recover from the said defendants the said sum of one hundred seventeen and 59/100 Dollars with interest from the 10th day of May A. D. 1879 at eight per cent per annum together with their costs herein expended taxed to $.

Attest W. M. Winget Clerk

Pleas before his honor John L. Perlee Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 21. day of April A.D. 1879. Whereof to wit: On the 5th day of April 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

James H. Perry, Plaintiff vs. Luther Hutchinson, Defendant } Court of Common Pleas, Union County Ohio. Plaintiff says: On the 13th day of February A. D. 1875 by a certain written agreement (since lost) then made between the Plaintiff and defendant, the Plaintiff demised to the defendant a certain tract of land with dwelling house on the same situate in the County of Union and State of Ohio containing ninety seven acres and bounded on North by land owned by John H. Robinson, on the East by land owned by C. A. Alexander and W. L. Gibson, on the South by the Marysville and Delaware Gravel road and on the west by the Corporation line of the Village of Marysville Ohio, for the term of one year thence next ensuing beginning on the first day of April 1875 and ending on the 1st day of April A. D. 1876 paying therefor as Rent for the same, for the said term of one year the sum of five hun-

dred dollars (500^{00}) payable on or before the first day of September A.D. 1875. The defendant thereby covenanted to pay to the said Plaintiff the said rent or sum of five hundred dollars at and upon the said 1st day of September A.D. 1875. Afterwards on the 1st day of September A.D. 1875 the sum of five hundred dollars, the rent aforesaid for the term aforesaid became due from the defendant to the plaintiff and the said defendant at different times paid on said rent the sum of Three hundred and fifty dollars leaving a balance due on said rent of the sum of one hundred and fifty dollars which the plaintiff claims from the defendant with interest from the 1st day of September A.D. 1875 and for which he asks judgment. "Robinson & Pigeon Attorneys for Plaintiff"

State of Ohio, Union County ss. James H. Roney being duly sworn says the facts stated and allegations in his foregoing petition are as he verily believes true.

- J. H. Roney -

Sworn to before me by James H. Roney and by him subscribed in my presence this 5 day of April 1879. J. H. Kinkade Notary Public in and for said Union County Ohio."

(Notarial Seal)

Praecipe — To Clerk: Issue summons upon the petition in the above case to the Sheriff of Union County Ohio for the defendant Luther Hutchinson returnable according to law. Amount claimed 150^{00} with interest from September 1st A.D. 1875. Robinson & Pigeon Attorneys for Plaintiff

And afterward on the 5th day of April 1879 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons — The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greting: We command you to notify Luther Hutchinson that he has been sued by James H. Roney in the Court of Common Pleas of Union County, and that unless he answer by the 3d day of May A.D. 1879 the petition of said James H. Roney against them filed in the Clerk's 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 14th day of April A.D. 1879. Witness my hand and the seal of said Court, this 5 day of April A.D. 1879 W. M. Winget Clerk.

(Seal)

And returned and filed April 12th 1879 Endorsed as follows viz:

Return — The State of Ohio, Union County, ss. Received this writ April 5th A.D. 1879 And pursuant to its command served the same April 11th 1879 by leaving a certified copy thereof with the endorsements thereon at the residence of the within named Luther Hutchinson - Fees $1.40

J. J. Miller Sheriff By Dyer Reed Deputy

And afterwards on the 5th day of May 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry — James H. Roney vs. Luther Hutchinson } Now came the plaintiff herein and the defendant failing in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and the Court further find that the defendant is indebted to the plaintiff in the sum of 183^{00}. It is therefore considered by the Court here that the said plaintiff recover from the said defendant the said sum of one hundred and eighty three dollars ($183) with interest from May 1st 1879 and his costs herein expended taxed to $

Attest W. M. Winget Clerk

Petition — Pleas before ... and had ... ty of Union ... to wit: ... of said ... Andrew ... James ... the follow ... "$170 Feb ... of J. 2. So ... interest a ... (2) There ... said J. 2. ... drew And ... Andrew, ... said note ... of even ... do. (5) ... the sum ... he claim ... Mary A. ...

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Summons — Return ... The Sta ... A.D. 187 ... 29th 187 ...

(Seal)

Return

Pleas Before his Honor John L. Perin Judge at a Court of Common Pleas Begun and held in the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 21. day of April A.D. 1879. Henio for to wit: On the 24 th day of March 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

Andrew Amrine Plaintiff
vs.
James Mulvain Defendant

} Union County Ohio, Common Pleas Court
The Plaintiff says: (1) This his action is
founded upon a Promissory note of which
the following is a true Copy, with the indorsements thereon:

"$170 February 1st 1878. One year after date I promise to pay to the order of J. L. Southard, One Hundred and Seventy Dollars, Value received, with interest at 8% from date per annum. "James Mulvain"

(2) There are no credits on said note. (3) On the day of 1878 the said J. L. Southard indorsed and delivered said note to the said Andrew Amrine, Plaintiff herein as follows "Pay to the order of Andrew Amrine, without recourse on me, J. L. Southard" (4) On the day said note became due no part of it was paid, nor has any part thereof ever been paid, though said Defendant has often been requested so to do. (5) There is due from the defendant to the plaintiff on said note the sum of One Hundred and Eighty three $\frac{60}{100}$ dollars ($183^{60}) which he claims, with interest at 8% per annum from the 1st day of February A. D. 1879 and for which he asks judgment.

A. H. Beighley Plaintiffs Attorney.

State of Ohio, Union County ss. A. H. Beighley being duly sworn says he is the Attorney of the above named Plaintiff duly authorized in the premises, that this action is founded upon a written instrument for the payment of money only, and which is now in his possession, and that the facts stand and allegations in the foregoing petition are true as affiant verily believes.

A. H. Beighley

Sworn to before me by A. H. Beighley and by him subscribed in my presence this 24th day of March 1879. "H. M. Winget Clerk"

Praecipe

To Clerk: Issue summons in above case returnable according to law; Endorse: Amount Plaimed $183 $\frac{60}{100}$ and interest. (A. H. B.)

And afterwards on the 28. day of March 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify James Mulvain that he has been sued by Andrew Amrine in the Court of Common Pleas of Union County, and that unless he answer by the 26th day of April A. D. 1879 the petition of said Andrew Amrine against him filed in the Clerk's 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 April A. D. 1879. Witness my hand and the seal of said Court this 28th day of March A. D. 1879

Seal

H. M. Winget Clerk

Returned and filed March 31st 1879 Endorsed as follows viz:

Return

The State of Ohio, Union County, ss. Received this writ 28th of March A. D. 1879. And pursuant to its command served the same March 29th 1879 by delivering a certified copy thereof with the endorsements

thereon to the within named James Mulvain Fees $1.80
J. J. Miller Sheriff By Dyer Reed Deputy

And afterward on May 5th 1879 an entry was made on the journal of said Court which reads as follows viz:

Entry

Andrew Annie } Now comes the Plaintiff by his attorney and the defendant
vs } being in default for answer or demurrer the Court find
James Mulvain } the allegations of the petition to be true and that the defendant is indebted to the Plaintiff in the sum of $183 60/100 with 8% interest per annum from the 1st day of February 1879. It is therefore considered by the Court that the said Plaintiff recover of said defendant the said sum of $183 60/100 and 8% interest per annum from the 1st day of February 1879 and his costs herein expended taxed to $.

Attest W. M. Winget Clerk

Pleas before his Honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Hereinafter to wit: On the 17th day of January 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

Petition

"To the Court of Common Pleas of Union County and State of Ohio.

Rebecca J. Moffit Plaintiff } Your petitioner says she is a resident of Union
vs. } County in good faith and has been a resident
James C. Moffit Defendant } of the State of Ohio for more than the year last past. That on or about the 9th day of October 1873 she was married to the defendant and that she always conducted herself toward the defendant as a faithful wife. That notwithstanding his marital duties the said defendant has been guilty of gross neglect of duty and extreme cruelty toward the petitioner, that by reason of the cruelty and neglect of the defendant the said plaintiff has been compelled to Separate from him and is now living with her parents and supporting herself and said child by teaching school. The only child now living of said parties is Estella A. now with the petitioner. The petitioner asks to be divorced from said defendant and to have the care of their said child together with the guardianship, custody and control thereof and for reasonable alimony and all proper relief. Cameron & Benton Attorneys for Petitioner.

Praecipe

Clerk: Issue a summons and copy of the petition, returnable according to law. Cameron & Benton.

And afterward on the 18th day of January A. D. 1879 a Summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio: Union County, ss. To the Sheriff of Union County: You are Commanded to notify James C. Moffit that Rebecca J. Moffit has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on you) charging you with gross neglect of duty and cruelty, and asking that she be divorced from him, and that she have the custody and care of their child and Alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 27th day of January A. D

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1879. Witness my signature as clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville this 18th day of January A. D. 1879.

"M. M. Wright Clerk"

Seal

Return

Returned and filed January 23d 1879 endorsed as follows viz:
Received this 7 o'clock P. M., on the 18th day of January A. D. 1879 and on the 22nd day of January A. D. 1879 I served the same by leaving a true copy thereof at the residence of the within named James C. Moffit and at the same time leaving a certified Copy of Petition for divorce. Fee $3.30

J. J. Miller Sheriff

Entry

And afterwards on the 9th day of May 1879 an entry was made on the Journal of said Court which reads as follows viz:
Rebecca J. Moffit vs. James C. Moffit } This day this cause came on to be heard upon Plaintiffs Petition and the defendant being in default for demurrer or answer, was submitted to the Court upon the pleading and evidence, on Consideration whereof the Court find that the Plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and extreme cruelty and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage Contract heretofore existing between the said Rebecca J. Moffit and James C. Moffit be and the same hereby is, dissolved and both parties are released from the obligations of the same. It is further considered by the Court that the said Rebecca J. Moffit recover from the said James C. Moffit her costs herein expended taxed to $ and that execution is awarded.

Attest M. M. Wright Clerk

Pleas before his Honor John L. Perin Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 21. day of April A. D. 1879: Heretofore to wit: On the 5th day of April 1879 a petition was filed with the Clerk of said Court which reads as follows viz:

Petition

"Court of Common Pleas Union County Ohio"

P. J. Wyeth Plaintiff
vs.
H. H. Storms, C. L. Corey & Thomas Moffit Defendants

The said plaintiff says the defendants H. H. Storms and C. L. Corey on the 7th day of September 1875 bought of Thomas Moffit the half of a certain saw mill by written agreement (a copy of which is hereto attached) and thereby promised to pay to said Moffit the sum of three hundred and six and 2/3 dollars on the 7th of September 1876 and the same sum on the 7th of September 1877 and the same sum on the 7th of September 1878 all on interest from the 7th of September 1875 and they have paid the payment due September 7. 1876 but the said sums due September 7. 1877 and September 7. 1878 have not been paid or either of them or any part thereof. The said Moffit on the 27th of October 1876 by written agreement for a valuable consideration sold and

assigned said Claims against said Stōms and Corey to the Plaintiff and guaranted in said writing that said Stōms and Corey would pay said Claims when due (a copy of which written agreement is hereto attached marked "B") and said Moffit hath not paid either of said sums or any part of the same but all remains due and unpaid.

The Plaintiff says there is due on said agreement of September 7. 1875 to the Plaintiff from the said Stōms and Cory as Principals and said Thomas Moffit as guarantee as aforsaid the sum of six hundred and thirteen and one third dollars with interest from September 7. 1875 at six percent. The Plaintiff on the 10th of September 1877 demanded of said Stōms & Corey the sum due on said payment that due thereon and on the same day notified said Moffit of their failure to pay and on the 10. of September 1878, Also the Plaintiff demanded of said Stōms & Cory payment of the said sum due that day and on the same day notified the said Moffit of the failure of said Moffit and Cory to pay the same. Therefore Plaintiff ask judgment of said Stōms and, said Cory as Principals and said Moffit as guarantee for the said sum of Six hundred and thirteen and one third dollars with interest from September 7. 1875. "Robinsons & Piper Attys for Plaintiff"

The State of Ohio, Union County ss. P. J. Wyeth being duly sworn deposes and says the allegations of the foregoing petition are all true as he believes.

"P. J. Wyeth"

Sworn to before me and signed in my presence this 5th of April 1879.

H. M. Winget Clerk, By Tabor Randall Deputy.

Copy of Agreement "A." "Article of agreement made and entered into this 7th day of September A. D. 1875, by and between Thomas Moffit of the one part and Wm H. Stōms and C. L. Corey of the other part, Witnesseth; that the said Moffit has this day sold to the said Stōms and Corey the one half of a Portable saw mill now located near York Center, Union County Ohio, for the sum of Eleven Hundred and Fifty dollars, to be paid as follows, (viz.) Two hundred dollars in hand paid, also one set of harness supposed to be worth thirty dollars, and the balance is to be divided into three annual payments, due as follows: Three hundred and six and 2/3 dollars, on the 7th day of September A. D. 1876. And Three hundred and six and 2/3 dollars on the 7. day of September A. D. 1877 and Three hundred and six and 2/3 dollars on the 7th day of September A. D. 1878. with interest from this date on the three last payments mentioned.

Thomas Moffit (Seal) H. H. Stōms (Seal). C. L. Corey (Seal)

"Copy of Assignment "B." York Center, Union County Ohio. October 27=1876. For value received, I hereby assign over to P. J Wyeth all my interest and claim in the within Contract and guarantee the payment of the same. "Thomas Moffit" (Seal)

Praecipe Issue summons and endorse "Petition for $613 33/100 with interest from September 7. 1875 on written contract. "Robinsons & Piper Attys for Plaintiff"

And afterwards on the 5th day of April 1879 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify H. H. Stōms. C. L. Corey and Thomas Moffit that they have been sued by P. J. Wyeth in the Court of Common Pleas of Union County, and that unless they answer by the 3d day of May A. D.

Return 1879 the [illegible] said Com[illegible]ed accor[illegible] day of [illegible] this 5th [illegible]

Return The State [illegible] Clock P. [illegible] of April [illegible] thereon to [illegible] of with [illegible] named

And [illegible] the Comm[illegible] P. J. Wyeth

vs.

Entry H. H. Stōms [illegible] in the [illegible] there is [illegible] to wit [illegible] said Mo[illegible] and ad[illegible] as Prin[illegible] gether wi[illegible]

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1879 the petition of said P. J. Myrick against them filed in the Clerk's 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 14th day of April A. D. 1879. Witness my hand and the seal of said Court this 5th day of April A. D. 1879. H. M. Winget Clerk

Returned and filed April 14. 1879 Endorsed as follows viz:

Return

The State of Ohio, Union County, ss. Received this Writ April 5. 1879 at 8. o. clock P. M. And pursuant to its Command served the same on the 8th day of April 1879 by delivering a certified copy thereof with the endorsements thereon to the within named C. L. Corey and by leaving a certified copy thereof with the endorsements thereon at the residence of each of the within named H. H. Slonus and Thomas Moffit. "Fees 4.00 J. J. Miller Sheriff".

And afterwards on the 8. day of May 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

P. J. Myrick vs. H. H. Slonus et.als. } This day came on this cause to be heard and the right of trial by Jury was waived and the cause submitted to the Court: 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 therein Plained to wit $ 735 38/100 and that said Slonus and Corey are principals and said Moffit is guarantor and Endorser. It is therefore considered and adjudged by the Court that Plaintiff recover of said Slonus and Corey as principals and said Moffit as guarantor the said sum of $735 38/100 together with his costs herein expended taxed to $

Attest H. M. Winget Clerk

Pleas be for his Honor J. Thw L. Porter Judge at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 21. day of April A. D. 1879.

Petition

Be it for to wit: On the 25th day of January 1879 a Petition was filed with the Clerk of said Court which reads as follows viz:

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

Mary A. Kuntz Plaintiff vs. Margaretta B. Lusch, Guardian, Michael Shaup and George M. Wolf, Defendants } The said Mary A. Kuntz one of the heirs at law and legal distributes of Fredricks Ell deceased, Plaintiff, Complains of Margaretta B. Lusch (who has a separate Estate from her husband Jacob Lusch) Michael Shaup and George M. Wolf defendants for that the said defendants on the 4th day of February A. D. 1873 at the County of Union aforesaid by their certain writing obligatory of that date, acknowledged themselves to be held and firmly bound unto the said State of Ohio in the sum of $ 1.200.00 which said writing obligatory was subject to a certain condition, thereunder written whereby it was provided that whereas the above named Margaret Barbara Ell (now intermarried to one Jacob Lusch) hath by the Court of Probate of said County been appointed Guardian to the person and property of George Jacob Ell, Conrad William Ell, Mary Sevina Ell, Eva Margaretta Ell and John Paul Ell children of Fredricks Ell deceased, now if the said Margaret Barbara Ell Guardian as aforesaid shall discharge with fidelity

the duties devolving upon her by law as such guardian and shall render an accurate statement of her transactions, with a just account of the profits arising and accruing from the real and personal estate of the said George Jacob Ell, Conrad William Ell, Mary Sebilla Ell, Eva Margarita Ell and John Paul Ell, said wards, and deliver up the same to the Court when this entity required, then this obligation to be void, else to be and remains in full force and virtue, Signed and Sealed according to law, And the said plaintiff saith that afterward the said Margaret B. Ell (now intermarried to Jacob Lusch) entered upon the trust of said guardianship, and a large amount of assets came into her hands and that afterward to wit: On the 30th day of Decem. ber 1875 the said Margaret B. Ell (now Lusch) settled in the Probate Court of said County her accounts of guardianship and there was then found by the consideration of said Court the sum of $3829 95 in the hands of the said Margaret B. Lusch which the said Margaret B. Ell (now Lusch) was adjudged to pay over according to law. And the said plaintiff further saith that she is one of the heirs of the said intestate having since intermarried with one Kuntz and as such entitled to receive from the said guardian, the one fifth part of the said sum of $3829 25 so found in her hands for distribution to wit: the sum of $765 99/100 and that afterward to wit: on or about the 1st day of January A.D. 1879 the said Mary S. Kuntz demanded of the said Margaret B. Ell (now Lusch) the sum of $765 99 and requested her to pay to the said plaintiff the said sum, yet the said Margaret B. Ell (now Lusch) did not nor would pay the said sum of $765 99 but hitherto hath wholly neglected so to do whereby an action hath accrued to wit: plaintiff on the said writing obligatory. Wherefore the said Plaintiff prays judgment against the said Margaretta B. Ell (now Lusch) Michael Shaaff and George M. Wolf for the sum of $765 99 with interest thereon from the 30th day of December 1875.

Cameron and Benton Attorneys for Plaintiff.

The State of Ohio, Union County ss. T. B. Benton being sworn says that he is one of the attorneys for Plaintiff and that she is a non resident of said County of Union and that the facts stated and allegations made in the foregoing petition are true as he verily believes. T. B. Benton

Sworn to before me by T. B. Benton and signed by him in my presence this 25th day of January A. D. 879. H. M. Hilger Clerk

Praecipe To the Clerk: Issue summons to the Sheriff of Union County to Margaret B. Lusch guardian, Michael Shaaff and George M. Wolf returnable according to law. Endorse Amount claimed $765 99. "Cameron & Benton"

"I acknowledge myself security for costs in this case April 31. 1879"

"J. L. Cameron"

And afterwards on the 25th day of January A. D. 1879 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to notify Margaretta B. Lusch, Michael Shaaff and George M. Wolf that they have been sued by Mary S. Kuntz in the Court of Common Pleas of Union County, and that unless they answer by the 22nd day of February A. D. 1879 the petition of said Mary S. Kuntz against them filed in the Clerk's Office of said Court, such petition will be taken as true

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and judgment rendered accordingly- You will make due return of this Summons on the 3d day of February A. D. 1879. Witness my hand and the seal of said Court, this 25 day of January A. D. 1879. W. M. Winget Clerk

Return

Returned and filed January 31st 1879 endorsed as follows viz:
The State of Ohio, Union County, ss. Received this writ January 25. A. D. 1879, And pursuant to its command, I served the same January 31st 1879. by delivering a certified copy thereof with the endorsements thereon to each of the within named Margaret B. Lusch, Michael Shaliff and George M. Wolf.
Fees $2.30 J. J. Miller Sheriff, By Dyer Reed Deputy

And afterwards on the 21st day of April 1879 an entry was made on the Journal of said Court which reads as follows viz:

Entry

Mary S. Kuntz vs. Margaret B. Lusch et als. } "Leave is granted the defendant to file answer by Saturday of this week."

And afterwards on the 10th day of May 1879 another entry was made on the Journal of said Court which reads as follows viz:

Entry

Mary S. Kuntz Plaintiff vs. Margaretta B. Lusch and others } This day came the said plaintiff by her attorney and the said defendants still being in default for demurrer or answer to the petition, and this attorney being present and not desiring to further plead, This cause was submitted to the Court upon the petition of said plaintiff, exhibits and testimony. On consideration whereof the Court being fully advised in the premises do find the facts stated in said petition to be true and that there is due to the Plaintiff by reason of the premises from the said defendants Michael Shaliff, George M. Wolf and Margaretta B. Lusk the sum, principal and interest of $926 84/100 And that And that an action has fully accrued upon said writing obligatory for said sum. It is therefore considered, ordered and adjudged by the Court that the said plaintiff recover of the said defendants the said sum of $926 84/100 together with her costs herein expended taxed to $
Attest W. M. Winget Clerk

Pleas before his honor John L. Porter Judge at a Court of Common Pleas begun and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 21st day of April A. D. 1879. Heretofore to wit: on the 20th day of January 1879 a petition was filed with the Clerk of said Court which reads as follows:

Petition

Sophronia Healey Plaintiff
Against
A. L. Smith & Co. and J. T. Lenox } "Court of Common Pleas, Union County Ohio
The said Plaintiff Sophronia Healey Complains of the said A. L. Smith & Co. a partnership formed for the purpose of carrying on a trade and business in the State of Ohio and holding property therein and J. T. Lenox Defendants for that the said defendants on the 2d day of September 1874 at Bellepoint Delaware County Ohio, made their certain promissory note in writing of that date and then and there delivered the same to said Sophronia Healey and thereby promised to pay the said Sophronia Healey or order the sum of Eight hundred Dollars in one year after the date thereof with interest at eight per cent annually, which period has elapsed. Plaintiff says the following payments have been made and endorsed on said promissory note to wit: Sept 2d 1874 $200.00 Sept 2nd 1875, Rec'd part interest to Sept 2d 1875, Rec'd interest on the within note to Sept 2nd 1876, Rec'd on the within note $200.00 Dec 23d 1876. Rec'd on

the within note $200 Dec. 11th 1877. And plaintiff says that no other payments have been made or endorsed said note, A copy of said note with the endorsements thereon is here to attached marked Exhibit "A". Plaintiff says there is due to her from the said defendants on said note the sum of $246 86 with interest thereon at 8 per cent annually from December 11th 1877. Therefore Plaintiff prays for a judgment against the said defendants for said sum of $246 86 with annual interest at eight per cent from December 11th 1877.

J. Kibble Attorney for Plaintiff

State of Ohio, Delaware County ss. Enos J. Healy being sworn on his oath says that he is the agent of the plaintiff in this action duly authorized in the premises and that the facts stated in the foregoing petition are within his own personal knowledge and are true as he verily believes "Enos J. Healy" "Sworn to by said Enos J. Healy before me and by him subscribed in my presence this 18th day of January A.D. 1879. G. G. Bunker Notary Public

Copy of note

"Copy of note exhibit "A". $800 00 Bucyrus Ohio September 2nd 1874. One year after date we or either of us promise to pay to the order of Sophronia Healey, Eight hundred dollars payable with interest at eight per cent annually, Value received (signed) "A.L. Smith & Co" "J. T. Lenox" Endorsed, "Sept 2nd 1874 Cash Two hundred dollars. Received part interest on the within to September 2nd 1875. Rec'd interest on the within to September 2nd 1876. Rec'd on the within Two hundred dollars ($200) Dec. 23. 1876. Rec'd ($200) Two hundred dollars on the within by draft Dec. 11. 1877.

Praecipe

Sophronia Healey Plaintiff against A.L. Smith & Co. & J. T. Lenox } The clerk of said Court will issue a summons for defendants directed to Sheriff of Union County returnable according to law. Endorsed summons in action for the recovery of money only, Amount claimed $246 86/100 with interest at 8 per cent from Dec 11th 1877. J. Kibble Attorney for Plaintiff.

And afterward on the 20th day of January 1879 a summons was issued by the Clerk of said Court which reads as follows viz:

Summons

The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you to notify A.L. Smith & Co. and J. T. Lenox that they have been sued by Sophronia Healy in the Court of Common Pleas of Union County, and that unless they answer by the 22d day of February A.D. 1879 the petition of said Sophronia Healy against them filed in the Clerk's 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 February A.D. 1879. Witness my hand and the seal of said Court, this 20th day of January A.D. 1879

W. M. Winget Clerk

Return

Returned and filed endorsed as follows on the 23d day of January 1879

The State of Ohio, Union County, ss. Received this writ January 20 A.D. 1879 at 9 o'clock A. M, and pursuant to its command served the same by leaving a certified copy thereof with the endorsements thereon at the residence of the within named J. T. Lenox January 21st 1878 and as A.L. Smith & Co. have no place of doing business. I made service by leaving a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named A.L. Smith on the 22d day of January 1879. Fees $2 90 "J. J. Miller Sheriff"

Entry

On May 10th 1879 an entry was made on the Journal of said Court which reads as follows:

Sophronia Healey Plaintiff against A.L. Smith and Co. et als } This day this cause came on for hearing and thereupon came the plaintiff by her attorney, and the defendants bring in defaunt for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of $273 74 with 8% from April 21. 79 It is therefore considered and adjudged by the Court that the said plaintiff do recover from the said defendants the said sum of $273 74 with eight per cent interest from the 21st day of April A.D. 879 and her costs herein expended taxed to $

Attest W. M. Winget Clerk

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